

SALEM COUNTY IMPROVEMENT AUTHORITY

Resolution 2022-82

September 8, 2022

**RESOLUTION AUTHORIZING THE SALEM COUNTY IMPROVEMENT AUTHORITY
TO ENTER INTO A SUBLEASE AGREEMENT WITH
THE SOUTHWEST COUNCIL FOR PROPERTY LOCATED AT
THE FINLAW BUILDING, 199 EAST BROADWAY, SALEM, NEW JERSEY, AS PER THE
ATTACHED AMENDED SUBLEASE**

WHEREAS, the Salem County Improvement Authority ("SCIA") authorized the entering into of a lease for the basement area of the Finlaw Building at 199 East Broadway, Salem, New Jersey ("Rental Space") by Resolution 2022-68; however, the lease has had some minor changes that have been agreed to by both parties; and

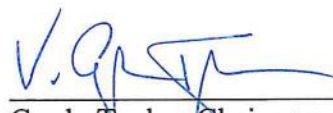
WHEREAS, SCIA desires to enter into the attached sublease agreement pursuant to the terms and conditions set forth in the Sublease Agreement attached hereto and made a part of this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by SCIA as follows:

1. SCIA hereby authorizes and agrees to enter into a sublease with the Southwest Council for the subleasing of the Rental Space in the Finlaw Building, in accordance with the Sublease Agreement attached hereto as Exhibit A; and
2. The Executive Director is authorized to execute the lease and all other documents, upon approval by the Landfill Solicitor and Executive Director of the final form of the Sublease Agreement attached hereto as Exhibit A.

ATTEST:


Barry Davis, Secretary


Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority at a regular meeting held on September 8, 2022.


Barry Davis, Secretary

****RECORDED VOTE****

	Moved	2 nd	Yes	No	Absent	Abstain
Taylor			✓			
Bestwick			✓			
Schneider			✓			
Davis	✓		✓			
DiMatteo		✓	✓			

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** is made effective as of the ____ of September 2022 ("the Effective Date") by and between the following ("the Parties"): **THE SALEM COUNTY IMPROVEMENT AUTHORITY**, a body corporate and politic of the State of New Jersey with addresses at P. O. Box 890, 286 Welchville Road, Alloway, NJ 08001 ("SCIA"); and **SOUTHWEST COUNCIL**, a duly formed non-profit organization, with addresses at 1405 North Delsea Drive, Vineland, NJ 08360 ("COUNCIL");

WITNESSETH;

WHEREAS, SCIA is a party to a Lease Agreement dated May 2, 2007, as amended by the First Addendum thereto dated March 23, 2009 and the Second Addendum thereto dated April 1, 2021, pursuant to which SCIA, as Tenant, leases the basement space of the Finlaw Building located at 199 East Broadway, Salem, NJ 08079, including 15 parking spaces in the parking garage ("the Rental Space") from Stand Up For Salem, Inc., as Landlord ("the Lease"); and

WHEREAS, the COUNCIL has requested, and SCIA has agreed, to occupy the entire basement office space located at 199 East Broadway, Salem, NJ 08079 for the purpose of conducting Council business.

WHEREAS, the Parties wish to memorialize their agreement to the Sublease hereby;

NOW, THEREFORE, in consideration of the foregoing, the Parties intending to be legally bound, hereby agree, covenant and stipulate as follows:

1. Sublease Term. SCIA hereby subleases the Rental Space to the COUNCIL, and the COUNCIL hereby accepts said sublease. The term of the sublease shall commence on October 1, 2022, and continue through March 31, 2029, by which date this Sublease Agreement shall have terminated and the COUNCIL shall have completely vacated the property. The COUNCIL shall have the option of terminating this sublease upon 30 days advanced written notice to the SCIA. SCIA shall have the option, in its sole discretion, of terminating this sublease upon 90 days advanced written notice to the COUNCIL, with the COUNCIL being required to return possession of the Rental Space to SCIA at the conclusion of the 90-day notice period.

2. Rent. The COUNCIL shall pay SCIA the sum of \$2400.00 per month for the term of this Lease as the rent for the Sublease. The rent shall commence on September 1, 2022, and shall be payable on the 1st day of each month of the term thereafter. The first month's payment is due within five (5) business days of the delivery to all parties of a fully executed sublease agreement. The COUNCIL shall be charged a fee of 5% of the monthly rental payments made more than ten (10) days past the monthly due date, which shall be considered additional rent payable to SCIA. The Parties agree that SCIA shall continue to be responsible to pay the Common Area Maintenance ("CAM") and parking garage fees and the same shall not be passed on to the COUNCIL. The Parties acknowledge that the CAM includes those items specifically set forth in the underlying Lease.

The SCIA shall pay all property tax and assessments due on the Rental Space to the extent called for in the underlying Lease. The COUNCIL shall be responsible for its own costs relating to phone and internet service. The COUNCIL shall be responsible for complying with all the rules and regulations of the CAM as set forth in the original lease agreement and all addendums thereto between the Landlord and SCIA.

3. Security Deposit. The COUNCIL shall post a security deposit of one and one-half (1&1/2) months' rent which shall be held in escrow in accordance with the laws of the State of New Jersey. The security deposit shall be payable to SCIA within five (5) business days of the delivery to all parties of a fully executed sublease agreement.

4. Acceptance of Rental Space. The COUNCIL accepts the Rental Space "as is" with no warranty or representation from SCIA as to the condition thereof and/or the fitness of the Rental Space for the purposes that the COUNCIL intends to use the same for. The COUNCIL agrees to be responsible to obtain any and all permits, authorizations or approvals, at its sole cost and expense, as may be necessary from any agency having jurisdiction thereof for the COUNCIL's use of the Rental Space.

5. Insurance. The COUNCIL shall, during the entire term hereof, keep in full force and effect; bodily injury, property damage, and public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per accident and injury and Two Million Dollars (\$2,000,000.00) in the Aggregate; and worker's compensation insurance in the maximum amount permitted under New Jersey law. The policy shall name SCIA and Stand Up for Salem, Inc. or any person, firm or corporations designated by, or affiliated with, the SCIA as additional insured parties and certificate holders, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Certificate Holders thirty (30) days' prior written notice.

6. Fire and Extended Coverage Insurance. COUNCIL understands and agrees that Landlord, Stand Up for Salem, Inc., is responsible to maintain fire insurance coverage. SCIA shall advise COUNCIL immediately if it discovers such coverage either does not exist or has lapsed. COUNCIL shall be responsible to maintain Fire Legal Liability Insurance in the amount of \$300,0100.00 with SCIA and Stand Up For Salem, Inc. being named as additional insured parties and certificate holders on the policy.

7. Indemnification of SCIA. The COUNCIL shall indemnify, defend and save the SCIA, and any of the SCIA's employees, officers, board members, agents, professionals and consultants as related to the operation of the facility, harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to the property arising from or out of any occurrence in, upon or at the Rental Space, or the occupancy or use by the COUNCIL of the Rental Space or any part thereof, or occasioned wholly or in part by any act or omission of the COUNCIL, its agents, contractors, employees, servants, lessees or concessionaires. In such case the SCIA shall be made a party to any litigation commenced by or against the COUNCIL, then the COUNCIL shall protect and hold SCIA harmless and pay all costs and reasonable attorney's

fees incurred by SCIA in connection with such litigation, and any appeals thereof.

8. Breach of Agreement. In the event either party to this Sublease shall be in breach, the non-breaching party shall be entitled to seek any and all remedies available to it in law or in equity, specifically including but not limited to eviction and/or ejectment. If the COUNCIL shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed other than an obligation to pay money, SCIA may, at its option, without waiving any claim for breach of this Lease, at any time thereafter cure such default for the account of COUNCIL. Any amount paid by or on behalf of SCIA in so doing shall be deemed paid or incurred for the account of the COUNCIL, and the COUNCIL agrees to reimburse SCIA therefor or save SCIA harmless therefrom. If the COUNCIL shall fail to reimburse SCIA upon demand for any amount paid for the account of COUNCIL hereunder, said amount shall be deemed additional rent and shall become due on demand or together with the next installment of fixed annual rent due hereunder, whichever is sooner. SCIA shall be permitted, to the extent permitted by state, federal and local law, to exercise self-help. The prevailing party in any litigation, arbitration or mediation proceeding shall be entitled to reasonable attorney's fees and cost of suit.

9. Right of Entry. The SCIA shall have the right, upon twenty-four hours' notice to the COUNCIL, except in the case of an emergency, to enter the Rental Space during non-business hours to examine the same. The COUNCIL shall provide the SCIA with a set of keys to the Rental Space. If the COUNCIL shall not be personally present to open and permit entry into the Rental Space, at any time, then for any reason and entry therein shall be necessary or permissible, the SCIA and or SCIA's agents may enter the same in any manner affecting the obligations and covenants of this Sublease.

10. Building Access. The COUNCIL has right to access the Finlaw building without restriction once authorized security access cards are issued (through the state). Access cards work on the outside doors and certain inside doors.

11. Quiet Enjoyment. Upon payment by the COUNCIL of the rents and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on the COUNCIL's part to be observed and performed, the COUNCIL shall peaceably and quietly hold and enjoy the Rental Space for the term hereby demised without hindrance or interruption by the SCIA or any other person or persons lawfully or equitably claiming by, through or under the SCIA, subject, nevertheless, to the terms and conditions of this Sublease.

12. Repairs and Alterations. The COUNCIL shall keep the Rental Space in good condition and repair and shall decorate, paint and renovate the Rental Space as may be necessary by the COUNCIL in its reasonable discretion to keep it in good repair and good appearance. The COUNCIL, at COUNCIL's sole expense, may make alterations, installations, additions, or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the Rental Space. The COUNCIL, before making any alterations, additions, installations or improvements, at its sole expense shall obtain, all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon

completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to the SCIA. At its sole discretion, SCIA shall be able to require COUNCIL to remove such renovations and return the property to its condition prior to this sublease at COUNCIL's expense. If COUNCIL fails to perform upon thirty (30) days written notice, SCIA may, at its option, arrange for the work to be performed and charge back the cost to COUNCIL.

13. Repairs and Maintenance of Rental Space.

- (a) SCIA agrees to call upon Landlord to repair and maintain in good order and condition all portions of the Rental Space, including, but not limited to, the roof, roof drain, gutters, outside walls, foundations and structural portions of the exterior of the facility of the Rental Space, as well as air conditioning and heating systems.
- (b) At the end of the term of this Sublease, the COUNCIL shall deliver the Rental Space to the SCIA in good repair and condition, reasonable wear and tear excepted.
- (c) The COUNCIL agrees to repair and maintain in good order and condition the interior portions of Rental Space, including the doors, windows, plate and window glass, floor covering, and appliances (unless caused by flooding).
- (d) The COUNCIL will not install any equipment which exceeds the capacity of the utility lines leading into the Rental Space.
- (e) The COUNCIL, its employees, or agent, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone, or ironwork without the SCIA's written consent.
- (f) The COUNCIL shall comply with the requirement of all laws, orders, ordinances, and regulations of all governmental authorities and will not permit any waste of property to be committed and will take good care of and keep in a neat, clean and sanitary condition, the Rental Space at all times.
- (g) COUNCIL shall give prompt written notice of any accident, fire or damage occurring on or to the Rental Space.
- (h) All property belonging to the COUNCIL or any occupant of the Rental Space shall be there at the risk of the COUNCIL or such other person only, and the SCIA shall not be liable for damage thereto or theft or misappropriation thereof, unless otherwise set forth herein.
- (i) The COUNCIL shall surrender the Rental Space in the same condition as the Rental Space was in upon tentative agreement to delivery of possession to the COUNCIL under this Sublease, reasonable wear and tear excepted, and shall surrender all keys for the Rental Space to the SCIA. The COUNCIL shall remove all its fixtures and any alterations or improvements which the SCIA requests to be removed before surrendering the Rental Space as aforesaid and shall repair any damage to the Rental Space caused thereby. Any hazardous or biohazardous material will need to be rectified by the COUNCIL at its sole expense.

14. Entire Agreement. This Sublease, as if fully set forth herein, constitute all covenants, promises, assurances, representations, warranties, statements, agreements, conditions and

understandings between the SCIA and COUNCIL concerning the Rental Space and there are no covenants, promises, assurances, representations, warranties, statements, conditions or understandings, either oral or written, between them, other than are herein set forth. No alteration, change or addition to this Sublease shall be binding upon the SCIA or COUNCIL unless reduced to writing and signed by them.

15. Superseding Sublease. This Sublease supersedes and revokes any and all previous negotiations, arrangements, letter of intent, offers to sublease, lease proposals or drafts, brochures, representations, and information conveyed, whether oral or written, between parties hereto or their respective representatives or any other person purported to represent the SCIA or COUNCIL. The COUNCIL acknowledges it has not been induced to enter into this Sublease by any such representations. No such representations should be used in the interpretation or construction of this Sublease.

16. Sublease. During the term of this sublease, the COUNCIL will comply with all of the provisions of the Lease that SCIA must observe or perform with the exception of the payment of rent. If the Lease is canceled or terminated prior to its expiration date and prior to the expiration date of this sublease or any extensions and renewals of the sublease, or if the sublease is surrendered, whether voluntarily, involuntarily, or by operation of law, the COUNCIL must make full and complete attornment to Stand Up for Salem for the balance of the term of this sublease, including any extensions and renewals, on the same covenants and conditions as are contained in this sublease, so as to establish direct privity of estate and contact between Stand Up for Salem and the COUNCIL and with the same force and effect as though this sublease was originally made directly from Stand Up for Salem to the COUNCIL.

17. Captions and Section Numbers. The captions, section numbers, and article numbers specifying in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Sublease nor in any way affect this Sublease.

18. Governing Law. This Sublease Agreement and its validity, construction and performance shall be governed in all respects by the internal laws of the State of New Jersey, without giving effect to any principals of conflict of laws that would result in the application of the laws of any jurisdiction other than the State of New Jersey. Venue for any legal proceeding shall be in the State of New Jersey, Salem County.

19. Severability Clause. Any provision of this Sublease which for any reason may be held unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Sublease.

20. No Assignment or Subletting. The COUNCIL may not do any of the following without SCIA's prior written consent, which consent shall be in the commercially reasonable discretion of SCIA: (a) assign this Sublease; (b) sublet all or any part of the Rental Space or (c) permit any other person to

use the Rental Space. Any attempted assignment or sublease by the COUNCIL in contravention of this Section 19 shall be null and void and of no effect.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the date first above written.

Attested to by:

The Salem County Improvement Authority

By: _____
Julie A. Acton, Executive Director

Southwest Council

By: _____
Joseph Williams, Executive Director

Stand Up For Salem, Inc. executes this Sublease below to memorialize its consent to the foregoing.

Stand Up For Salem, Inc.

By: _____
J. Christopher Davenport, Executive Director