

CITY OF VINELAND

RESOLUTION NO. 2018-219

RESOLUTION AUTHORIZING THE EXECUTION OF A  
LICENSE AGREEMENT BETWEEN THE CITY OF  
VINELAND AND THE VINELAND BOARD OF  
EDUCATION FOR ACCESS TO PROPERTY LOCATED AT  
625 PLUM STREET, VINELAND, NEW JERSEY

WHEREAS, the City Council of the City of Vineland have executed an agreement with the Vineland Board of Education VBOE for the purchase of certain lands and improvements located at 625 Plum Street for its use by the City of Vineland (Property); and

WHEREAS, the improvements on the Property contain the Network Operation Center for the VBOE located in the basement of the facility which also has contained therein certain equipment utilized by the VBOE; and

WHEREAS, the VBOE has requested the City permit continued access to the Network Operations Center for the purpose of maintenance and repair of their equipment and connections until the same is phased out and no longer needed by the VBOE; and

WHEREAS, the Council finds it to be in the best interest of the City and VBOE to execute a Property License Agreement for the purpose as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Property License Agreement granting the Vineland Board of Education limited access to certain improvements located at 625 Plum Street, Vineland, New Jersey in the form and substance as attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

## PROPERTY LICENSE AGREEMENT

**THIS PROPERTY LICENSE AGREEMENT** (the "**Agreement**") is made and entered into by and between the CITY OF VINELAND, a Municipal Corporation ("**City**") and the VINELAND BOARD OF EDUCATION ("**VBE**").

### RECITALS:

**WHEREAS**, the City owns and occupies certain premises located at 625 Plum Street, in Vineland, New Jersey, known as the Reber Building (the "**Building**"); and

**WHEREAS**, as part of the consideration for the purchase of the premises, the City has agreed under Paragraph 13 of the Agreement of Sale, to grant continued use of certain IT space known as the "Network Operations Center" ("**NOC**") to the VBE at no further cost to VBE; and

**WHEREAS**, the City is willing to grant VBE a license to do so, upon the terms and conditions contained herein.

**NOW THEREFORE**, for good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

- 1. Grant of License.** Subject to the City's right to access the NOC, the City hereby grants to VBE a license to enter into and utilize the NOC of the Building consisting of approximately 425 square feet +/- (the "**Licensed Premises**") depicted on the floor plan attached and incorporated by reference as Exhibit "A." The City agrees not to grant a license to anyone else to enter and utilize the NOC. However, third party contractors retained by the City may have access to the NOC for the purposes contemplated by paragraph 7 of this Agreement.
- 2. Condition of Licensed Premises.** The City will deliver the Licensed Premises in its present "as is" condition. VBE shall make no alterations to the Licensed Premises without the prior written consent of the City.
- 3. Equipment.** The parties acknowledge that both the City and the VBE own/operate the equipment currently located in the NOC. The VBE recognizes that the City owns and operates the Fiber Optic Equipment, the Electric Utility Solar Field Equipment and the City's network switches. The remaining equipment is owned and operated by the VBE. The VBE also leases from the City, pursuant to an Agreement dated April 14, 1998, the right to use the City's Fiber Optic Equipment in the NOC. This License Agreement shall not affect the terms and conditions of the Lease between the parties. If the City proposes any changes to programming or equipment located in the NOC, such is subject to the terms of the Lease Agreement. As the VBE phases out the use of the NOC and removes and relocates certain equipment and apparatus to 61 W. Landis Avenue, the parties will coordinate the orderly transition of the operation of the NOC.

4. **Term/Termination.** The term of this Agreement shall be five years, commencing on the date title to the Building is transferred to the City of Vineland. However, in the event that the VBE completes the removal and relocation of the NOC equipment and apparatus to 61 W. Landis Avenue, the parties may agree to a sooner termination of the license.

5. **Access.** Access to the NOC is limited to the VBE's authorized representatives. The VBE's authorized representatives currently are Katherine Rivera, Jason Trzeciak and Roy Harrell. The VBE's authorized representatives can only be changed with the written consent of the head of the City's Office of Information Systems. The VBE's authorized representatives shall have access to the NOC on a seven day a week, 24 hours per day basis, but they will provide notice prior to entry to either City's IS Division Director and or Network Admins by either phone, email (isdivision@vinelandcity.org), text, or by calling the IS Division's secretary at extension 4689. The VBE designated representatives' access to the NOC shall be through the exterior entrance to the basement on the west side of the building. The parties shall coordinate the issuance of any and all necessary access keys, badges and other items. The VBE and its authorized representatives shall exercise reasonable efforts to avoid or minimize any interference with the City's business operations or use of the NOC. The VBE's access to the NOC shall be for the sole purpose of examining, servicing, upgrading and/or repairing its equipment located in the NOC.

6. **Parking.** The License shall not include parking access for VBE's employees or invitees. Parking access for VBE shall be the same as parking access available to the public.

7. **Access by The City.** The City's authorized representatives are limited to the IS Division's Director and Network Administrators, who shall have access to NOC on a seven day a week, 24 hours per day basis, but they will provide notice prior to entry to Jason Trzeciak, Katherine Rivera or Roy Harrell by either phone, email, text, or by calling (856) 794-6700 at extension 2156, for the purpose of examining, servicing, upgrading and/or repairing its equipment located in the NOC. The parties shall coordinate the issuance of any and all necessary access keys, badges and other items until the access control system has been replaced by the City. The City shall also have access to the NOC to examine the NOC, and to make any alterations, repairs or improvements thereto which the City may deem necessary for the preservation of the NOC by the appropriate City employee as the case may be upon no more than 3 hour notice to the VBE. The City shall exercise reasonable efforts to avoid or minimize any interference with VBE's business operations or its use of the NOC. The City shall not be required to give notice to the VBE in the event of an emergency. Employees of the City, including, but not limited to employees of the Electric Utility, will have access to the NOC to perform the work and services provided for in this paragraph, provided that the notice provisions of this paragraph are complied with and City's IS Division is responsible for granting such employees access.

8. **Compliance with Laws, Rules and Policies.** VBE shall comply with all federal, state, and local laws, and shall abide by all rules, regulations and policies related to the

Building adopted by the City (including, without limitation, rules, regulations and policies related to (a) materials and substances handled, stored or utilized by VBE in the Building, and (b) use and possession of identification badges, keys and other property that may be issued to VBE in connection with the License), as the same may be revised from time to time.

**9. Insurance.** VBE shall, at its own expense, secure and maintain in full force and effect, the following insurance coverage:

- a) General liability insurance covering VBE's use of the Licensed Premises, on an occurrence basis, with minimum limits of Three Million Dollars (\$3,000,000) with respect to bodily injury or death to one person, and no less than Three Million Dollars (\$3,000,000) with respect to any one accident, and not less than Three Million Dollars (\$3,000,000) with respect to property damage; and
- b) Workers' compensation insurance covering all persons employed in connection with any work done on or about the Building.

Such insurance shall be written by companies in recognized financial standing which are authorized to engage in the insurance business in New Jersey, and such insurance shall name the City as an additional insured. VBE shall deliver to the City promptly after the execution of this Agreement, a certificate of insurance satisfactory to the City, evidencing the insurance which is required to be maintained by VBE pursuant to subparagraphs (a) and (b) above, and VBE shall, within thirty (30) days prior to the expiration of any such insurance, deliver a certificate of insurance evidencing the renewal of such insurance.

**10. Notices.** Any notice required to be given by either party upon the other shall be in writing and shall be given by hand delivery, registered or certified mail (return receipt requested), or overnight delivery service addressed to the City at Vineland City Hall, Attention: Business Administrator, 640 E. Wood Street, Vineland, New Jersey 08360; and to VBE at the Vineland Board of Education, Attention: Business Administrator, 61 W. Landis Avenue, Vineland, New Jersey 08360; or at such other address as may be specified by either party from time to time, in writing, delivered to the other party in accordance with this Paragraph 10.

**11. Miscellaneous.** This Agreement: (a) contains the entire agreement between the parties relating to the subject matter hereof, and any modification shall be in writing and signed by the parties; (b) may not be assigned by VBE; (c) shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; and (d) shall be governed by the laws of the State of New Jersey jurisdiction and venue for any action or claim arising hereunder shall lie exclusively in the New Jersey Superior Court Cumberland County, and each party irrevocably consents to the personal and subject matter jurisdiction of said courts, and to service of process. The Recitals to this Agreement are incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties have executed this License Agreement as of the date written below.

**CITY OF VINELAND**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**VINELAND BOARD OF EDUCATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

**Floor Plan**

