

RESOLUTION NO. 2022- 480

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND RELATED LEASE BY AND BETWEEN THE COUNTY OF CUMBERLAND AND THE CITY OF VINELAND FOR USE OF CERTAIN PROPERTY AT 101 NORTH WEST AVENUE AND 113 PLUM STREET IN THE CONSTRUCTION AND PLACEMENT OF A PUBLIC SAFETY COMMUNICATIONS TOWER AND RELATED EQUIPMENT AND STRUCTURES.

WHEREAS, the City of Vineland (“City”) owns certain property (“subject property”) at 101 North West Avenue with dimensions of approximately 125-foot by 150-foot (0.43 acre) and an adjacent parcel at 113 Plum Street with dimensions of approximately 45-foot by 150-ft. (0.155 acre), as more particularly depicted in a site plan attached as Exhibit “A”, which is proposed to be utilized by the County of Cumberland, New Jersey (“County”) for the construction of a 250-foot high self-supporting lattice emergency communications tower, together with an equipment shelter and natural gas generator to be used for public safety communications related to the County’s 700 MHz system, such system being of significant benefit to the emergency communications needs of both the City and County; and

WHEREAS, the County and the City recognize that communications for public safety and first responders such as is contemplated by the County’s 700 MHz system is a necessary component in the provision of emergency services to the residents of the City and County and the subject City property as described in Exhibit “A”, attached, is exceptionally suited as a site for the proposed emergency communications tower; and

WHEREAS, given the County’s need for the subject City property to expand and improve its emergency communications system for the benefit of public safety in the County, the County has requested that the City allow construction of the subject tower, by way of a long-term lease (25 years with up to a 20 year renewal/extension) of the subject property, same to be provided through a shared services agreement whereby the City, in addition to obtaining the public safety benefits of the County’s system, will, space allowing, be granted the opportunity to install, at no cost, up to two (2) 21 inch equipment racks in the equipment shelter and up to four (4) whip style or exposed dipole antennas up to 15 inches in length on the subject communications tower; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et. seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

WHEREAS, the Parties wish to outline their respective duties and obligations with respect to the leasing by the City to the County of the subject property and the construction and placement thereon of a County emergency communications tower and related equipment and structures.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF VINELAND that the Mayor and Clerk are authorized to execute a Shared Services Agreement and related long-term lease of the property described in Exhibit “A” by and between the City of Vineland and the County of Cumberland for the use of the County for the construction and placement of an emergency communications tower of approximately 250 feet in height and related equipment and structures to be used for public safety communications, such Shared Services Agreement and related lease to be in the form and substance of Exhibits “B” and “C” attached hereto and made a part hereof, subject to non-material changes as may be directed by the City Solicitor.

BE IT FURTHER RESOLVED that the City of Vineland shall notify the Division of Local Government Services as required by law.

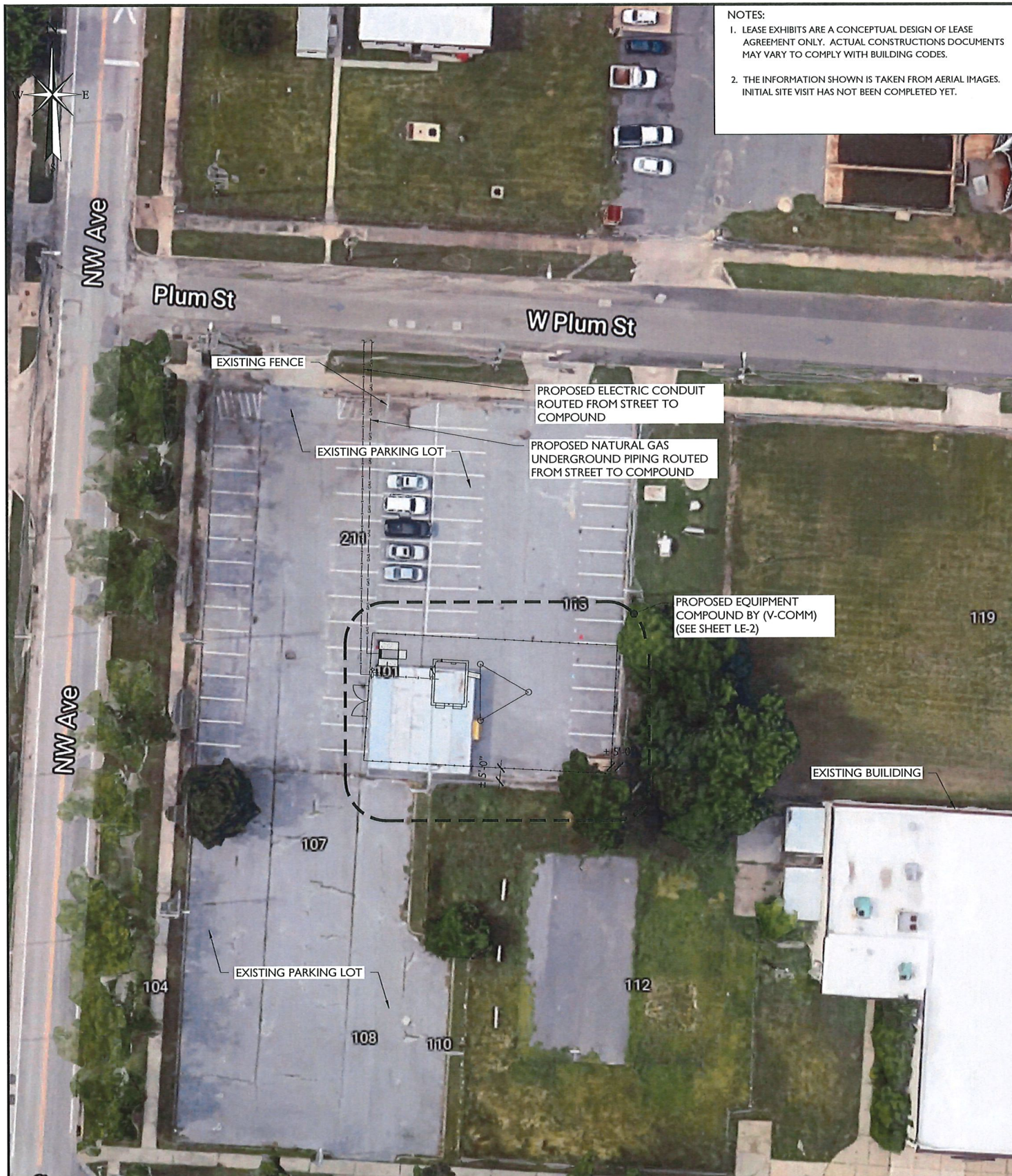
Adopted:

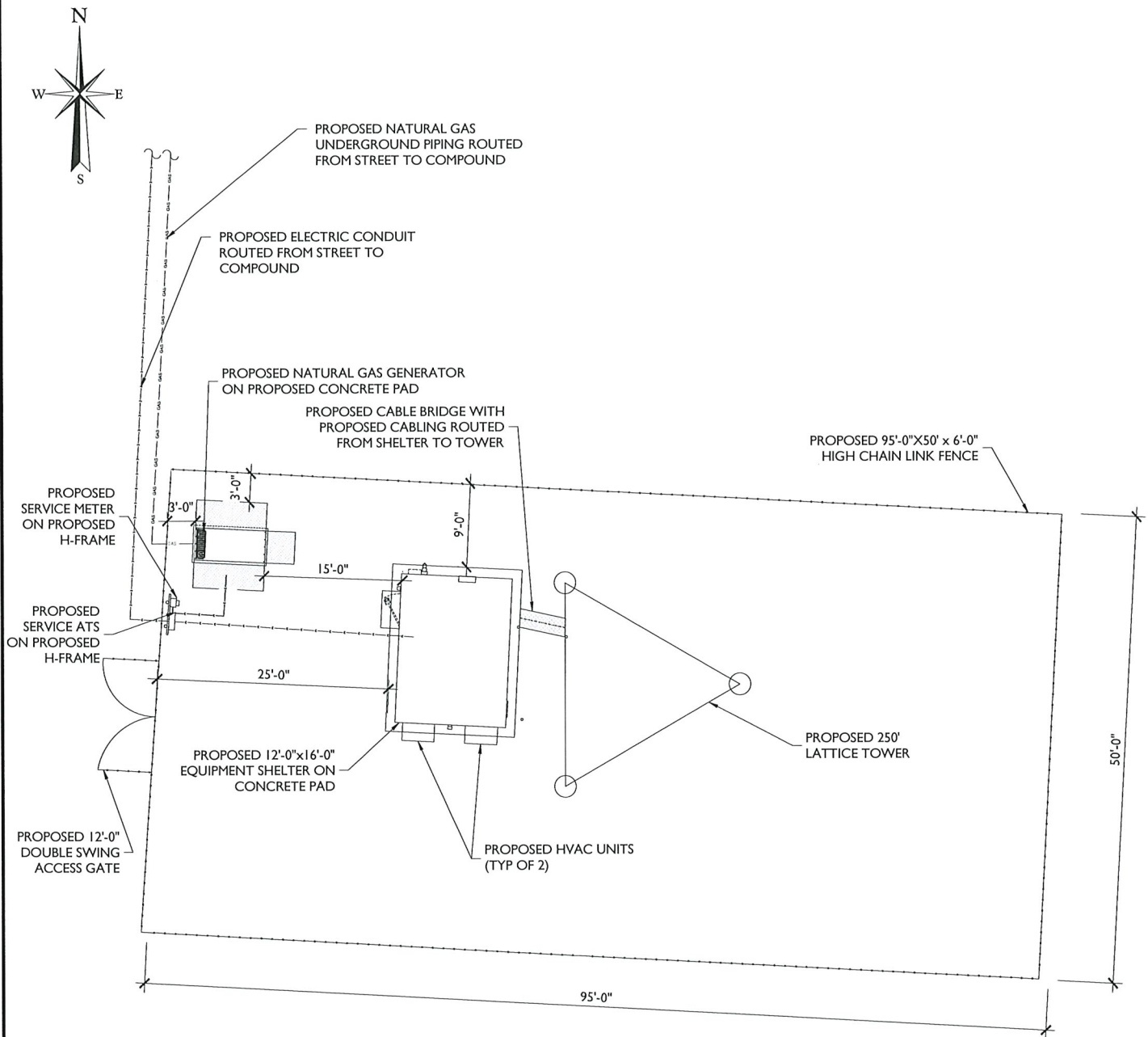
President of Council

ATTEST:

City Clerk

Exhibit A





1 COMPOUND PLAN

GRAPHIC SCALE (IN FEET) 16 0 8 16 32 SCALE : 1/16" = 1'-0" FOR 22"x34" DRAWINGS SCALE : 1/32" = 1'-0" FOR 11"x17" DRAWINGS



TITLE: COMPOUND PLAN



DESIGNED BY: ADM CHECKED BY: JKM

SITE NO: VINELAND TOWER - PLUM ST.

BUILDING ADDRESS: PLUM STREET & NW AVE VINELAND, NJ 08360

REV	DATE	DRAWN BY
F	03/28/22	WPK
G	04/18/22	KM
H	05/16/22	KM
I	08/23/22	KM

LE2

PROPOSED FAA LIGHTING
(AS REQUIRED)

PROPOSED 10' WHIP
ANTENNA (TYP OF 4)

PROPOSED WHIP ANTENNA TIP
EL = 260'-0" ± A.G.L.

TOP OF TOWER
EL = 250'-0" ± A.G.L.

PROPOSED WHIP ANTENNA TIP
EL = 245'-0" ± A.G.L.

PROPOSED ANTENNA CENTERLINE
EL = 135'-0" ± A.G.L.

PROPOSED MICROWAVE
DISH ANTENNA (TYP OF 2)

PROPOSED 250'
LATTICE TOWER

PROPOSED ANTENNA CENTERLINE
EL = 145'-0" ± A.G.L.

PROPOSED CABLE BRIDGE

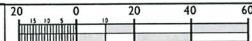
PROPOSED 12'-0"x16'-0"
EQUIPMENT SHELTER ON
CONCRETE PAD

PROPOSED NATURAL GAS
GENERATOR ON PROPOSED
CONCRETE PAD

PROPOSED 6'-0" HIGH
CHAIN LINK FENCE

1 ELEVATION

GRAPHIC SCALE
(IN FEET)



SCALE: 1/32" = 1'-0" FOR 22"x34" DRAWINGS
SCALE: 1/64" = 1'-0" FOR 11"x17" DRAWINGS



TITLE:	ELEVATION
CLIENT:	VONN TELECOMMUNICATIONS ENGINEERING
DESIGNED BY:	ADM
CHECKED BY:	JKM

SITE NO.:	VINELAND TOWER - PLUM ST.
BUILDING ADDRESS:	PLUM STREET & NW AVE VINELAND, NJ 08360

REV	DATE	DRAWN BY
F	03/28/22	WPK
G	04/18/22	KM
H	05/16/22	KM
I	08/22/22	KM
LE3		

Exhibit B

SHARED SERVICES AGREEMENT BETWEEN

THE COUNTY OF CUMBERLAND

AND

THE CITY OF VINELAND

This Agreement is made on this _____ day of _____, _____ by and between the **COUNTY OF CUMBERLAND**, a body corporate and politic of the State of New Jersey, whose address is 164 West Broad Street, Bridgeton, NJ 08302 (hereinafter “**CUMBERLAND**”) and the **CITY OF VINELAND**, a public body corporate and politic of the State of New Jersey, whose address is 640 E. Wood Street, PO Box 1508, Vineland NJ 08362 (hereinafter “**VINELAND**”).

WITNESSETH:

WHEREAS, Vineland has agreed to allow Cumberland, by and through its Office of Emergency Services, the use of an area as is depicted in Exhibit “A” the purpose of constructing an emergency communications tower of approximately 250 feet in height to be used for public safety communications; and

WHEREAS, all site work, construction and maintenance of the tower facility will be at the expense of the County, unless otherwise specifically stated in this Agreement; and

WHEREAS, Cumberland will indemnify and hold Vineland harmless from any damages caused during the site work, construction and maintenance of the tower facility; and

WHEREAS, Cumberland and Vineland are authorized pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.), to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its

own; and

WHEREAS, Cumberland and Vineland recognize that a principal service offered to the public is Public Safety Communications. The parties recognize that economies of scale and greater efficiencies may be achieved by entering into a shared service agreement to provide and improve interoperable public safety communications functions of each party, thereby achieving joint cost savings.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Vineland shall allow Cumberland, by and through its Office of Emergency Services, the use of an area as depicted in Exhibit "A" for the purpose of constructing an emergency communications tower approximately 250 feet in height to be used for public safety communications related to the County 700 MHz system. The location of the property is more specifically identified on Exhibits A and B attached hereto. The property location is on Plum Street.

The property shall be identified in the Information Site Plan Application to be submitted to the City of Vineland Land Use Board and that designation and description of the property shall be determined to be the actual and specific site of the property to use for an emergency communications tower pursuant to this agreement.
2. Cumberland shall prospectively allow Vineland to install up to two (2) 21 inch equipment racks in the shelter and up to four (4) whip style or exposed dipole antennas up to 15 inches in length on said emergency communications tower at no cost; however, the City shall be responsible for installation, maintenance, insurance and related utility costs of same and provided adequate space exists and the install and operation of such does not interfere or impact in any way with the County

operations or any other agency on the tower.

3. Cumberland shall be responsible for all expenses concerning design, site work, construction and maintenance of the tower facility and its systems, unless otherwise specifically stated in this Agreement.
4. Cumberland and Vineland shall enter into a Lease Agreement for the land, which shall be attached to this Agreement as Exhibit C, the terms of which shall be incorporated herein.
5. This agreement is contingent upon adoption of the necessary shared service authorizing resolutions by both Vineland and Cumberland.
6. The parties to this agreement agree to abide by the regulations of P.L. 1975, Chapter 127, Affirmative Action as described in Exhibit D, attached hereto and made a part hereof;
7. This agreement may be amended upon the written consent of both parties;
8. This agreement represents the entire agreement on this project between Cumberland and Vineland and supersedes all prior negotiations, representations, or agreements, either written or oral for this project;
9. In the event that any provision of this Agreement shall be determined to be invalid, illegal or enforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this agreement or such appropriate other actions as shall, to the maximum extent be practical in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

INSURANCE

At all times during the term of this Shared Services Agreement, the Parties shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement.

Both the County and City of Vineland, upon the request of the other, shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

INDEMNIFICATION

1. Cumberland shall indemnify and shall hold the City, its members of its governing body and its officers, agents and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon alleged defective work or dangerous conditions arising from or related to Cumberland.

2. Vineland shall indemnify and shall hold Cumberland, its members of its governing body and its officers, agents and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon alleged defective work or dangerous conditions arising from or related to Vineland.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will

be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the parties, and neither the officers, agents or employees of any of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and

shall be binding upon the Local Units and their respective successors and assigns.

3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

In accordance with N.J.S.A. 40A:65-1, et seq. this Agreement shall be filed with the Division of

Local Government Services.

IN WITNESS WHEREOF and in consideration of the terms and conditions of this agreement, the parties have each caused this instrument to be signed by its authorized agent and Director respectively the day and year first written above.

ATTEST:

CITYOF VINELAND

By_____

ATTEST:

COUNTY OF CUMBERLAND

Jeffrey Ridgeway, Interim Clerk to the Board

By_____
Darlene Barber, Director
Board of County Commissioners

Exhibit C

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made effective as of this ____ day of _____, 2022, between City of Vineland, with an address of 640 E. Wood Street, PO Box 1508, Vineland NJ 08362 ("LANDLORD") and Cumberland County, with an address of 164 West Broad Street, Bridgeton, NJ 08302 ("TENANT").

BACKGROUND

The background of this Lease is as follows:

Cumberland County has a need to construction Public Safety Emergency Communications Tower and related equipment for the benefit of public safety in the County of Cumberland. Property located at Plum Street and NW Avenue in the City of Vineland and owned by the City of Vineland has been identified as an appropriate site for the construction of the public safety emergency tower.

ARTICLE I - LEASE OF PREMISES

1.01 Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the property described in Exhibit "A" annexed hereto (hereinafter the "Property") for the construction and use of the Property for the Public Safety Emergency Tower and related equipment (hereinafter the "Tower"), in accordance with the plans and outline specifications (the "Plans") listed on Exhibit "B". The Tenant shall have the non-exclusive right, in common with others, to the use of the, exterior paved parking areas, driveways and walkways of which is part of the Property and access to the Premises provided and Tenant shall have the right in its sole discretion and to construct, maintain, operate, repair, close, limit, take out of service, alter, change and modify all or any part of the Tower, at its expense.

ARTICLE II - TERM

2.01. The term of this Lease shall be for twenty-five (25) years. The term shall begin (the "Commencement Date") on the date of substantial completion of Tenant's Work (as hereinafter defined) and shall end on the last day of the month during which the 25th anniversary of the Commencement Date occurs.

2.02 Provided Tenant is not then in default beyond any applicable grace or cure period at the time this option is exercised and at the expiration of the original Term of the Lease, Tenant shall have the right and option to extend the term of the Lease for four (4) five (5) year terms (the "Renewal Term") to commence immediately upon expiration of the original twenty-five (25) year Term of the Lease. Tenant may exercise this option only by delivering written notice to Landlord not later than six (6) months prior to the expiration of the initial 25-year Term of the Lease. Such notice shall be given to Landlord in accordance with the Lease. If Tenant timely exercises this option, the Lease shall continue during the Renewal Term upon the same covenants, terms and conditions applicable to the original Term of the Lease, except for provisions which by their nature are applicable only to the original Term of the Lease.

ARTICLE III - RENT

3.01. All sums due and payable from the Tenant to the Landlord shall be deemed rent, whether same be base rent or additional rent. The base rent for the Premises shall be One (\$1.00) Dollar.

3.02. Base Rent is payable in advance and without notice or demand; paid monthly on the first day of the month commencing on the Commencement Date and on the same day of each subsequent month thereafter.

3.03. If the Tenant fails to comply with any material agreement in this Lease, the Landlord may do so on behalf of the Tenant upon fifteen (15) days written notice to the Tenant. The Landlord may charge the cost to comply to the Tenant as "additional rent." The additional rent shall be due and payable as Rent with the next monthly Base Rent payment.

3.04. For each payment of Rent or additional rent received more than thirty (30) days after the due date therefore, Tenant shall pay to Landlord an initial late charge of five (5%) percent of the payment due, which charge must accompany the late payment. An additional charge will be made for checks returned for insufficient funds.

ARTICLE IV - CONSTRUCTION OF THE TOWER BY TENANT

4.01. The Tenant at its sole expense shall be responsible for obtaining all approvals to commence and complete the construction of the Public Emergency Interoperable Communications Tower.

4.02. The Premises shall be completed at Tenant's expense in accordance with the Plans and specifications listed on Exhibit "B". All work shall be done in a good and workmanlike manner and shall comply at the time of completion with all applicable laws, ordinances, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction over government owned and operated interoperable emergency communications facilities. Tenant and its authorized agents, employees and contractors shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times prior to the Commencement Date (as hereinafter defined), to enter the Premises for the purpose of taking measurements and installing its furnishings and equipment; provided that Tenant. Tenant shall use contractors and workmen compatible with the contractors and workmen engaged in the work to be performed hereunder by Landlord, and Tenant shall have obtained Landlord's written consent prior to installing any furnishings or equipment.

4.03. Tenant shall provide finalized plans and specifications to Landlord.

4.04. Tenant shall be responsible for initial fit out of all needs for the construction of the Tower and all necessary antenna equipment and supporting facilities.

4.05. Notwithstanding anything to the contrary contained herein, in no event shall the Landlord be required to incur costs related to the Property and the construction of the Tower unless such additional costs are related to the negligence of Landlord. In the event Tenant requests that Landlord expend any sum, the parties shall work together to address such request.

ARTICLE V - USE OF PREMISES

5.01. Tenant will use the Premises for the construction of a public emergency service radio tower and any and all related equipment.

5.02. Tenant shall not use the Premises, or permit them to be used, in any manner that results in a waste of the Premises or constitutes a nuisance. Neither Tenant nor Landlord shall use the Premises or permit them to be used for any illegal purpose, nor in a manner which will violate any Federal, State, or local environmental or health law, including without limitation, those involving, contamination or the definitions of hazardous materials or substances, nor permit emissions beyond the walls of the Premises.

Tenant, at its own expense, will comply and will cause its officers, employees, agents and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Premises.

5.03. If the Tenant shall not be in default beyond any applicable period within which Tenant may cure any such default, the Tenant shall peacefully and quietly occupy and enjoy the full possession and use of the Premises and the use of the common areas as herein provided.

ARTICLE VI - UTILITIES, MAINTENANCE AND SURRENDER

6.01. Tenant shall pay for all utilities furnished to the Premises during the entire term of this Lease including, but not limited to, electricity, gas, water, sewer, telephone and waste removal. For any utility cost not billed directly to Tenant, Landlord reserves the right to bill the Tenant for such expenses as and when Landlord is billed for same, which amount shall be paid in full by Tenant within thirty (30) days of Tenant's receipt of documentation of such expenses, which Tenant reserves the right to independently audit. In the event that, due to the Tenant's activities or operations at the Premises, real estate taxes and/or assessments are imposed with respect to all or any portion of the Premises, Tenant shall be solely responsible for same.

6.02. Tenant shall be responsible to arrange and pay for disposal of construction waste.

6.03. At the termination of the Lease the Tenant shall deliver the Premises in as good a condition and state of repair as they were in at the time Landlord delivered possession to Tenant. Tenant shall remove the antennae structure from the Premises at Tenant's expense and the end of the Lease Term.

ARTICLE VII - TENANT ALTERATIONS, INSTALLATIONS AND CHANGE IN PREMISES

7.01. Tenant agrees to promptly pay all sums due and payable by Tenant for any labor or services performed or materials supplied to the Premises.

ARTICLE VIII - INSURANCE

8.01. Tenant shall obtain and maintain all-risk property insurance. This policy will provide coverage for Tenant's property and Tenant's leasehold improvements on the leased premises, in an amount not less than one hundred percent (100%) of the replacement cost value. Tenant agrees that its commercial property insurance will be placed with a carrier authorized to do business in the State of New Jersey with an A.M. Best rating of A- (VII) or better. Tenant is a State of New Jersey Public Research University, maintaining status as a New Jersey public entity. Any agreement signed, or any action, act, failure to act or any other similar undertaking on behalf of the State of New Jersey by a State official shall be subject to all provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Tenant provides statutory workers' compensation protection to its employees in accordance with the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.) through participation in the State of New Jersey's program of self-insurance. Claims against the State of New Jersey or its employees will be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

8.02. The parties agree no insurance policy may be cancelled or non-renewed without sixty (60) days prior written notice to the other party and certificates of insurance will be provided upon request.

8.03. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any special form, all risk or property insurance required to be carried hereunder; or (b) is insured against under the terms of any special form, all risk or property insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees or contractors. The foregoing waiver shall not apply if the waiver is found by a court of competent jurisdiction to result in the invalidation of insurance coverage to the insured for the claim in question.

ARTICLE XII - MECHANIC'S LIENS

12.01. Tenant will not permit any mechanic's or construction lien or liens to be placed upon the leased Premises or upon improvements on the Premises. If such a lien is filed on the Premises or on improvements on the Premises, Tenant will promptly pay or bond against the lien. If default in payment of the lien continues for thirty (30) days after written notice from Landlord to Tenant, Landlord may, at its option, pay the lien or any portion of it. Any amounts paid by Landlord to remove the lien caused to be filed against the Premises or against improvements on the Premises by Tenant, including attorney's fees, expenses and interest, shall be due as rent from Tenant to Landlord and shall be repaid to Landlord immediately on rendition of notice.

ARTICLE XIII - ASSIGNMENT AND SUBLEASE

13.01. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent may not be unreasonably withheld. Any assignment shall not relieve Tenant of any of its obligations under this Lease. No assignment shall be for a use other than as expressly permitted by this Lease.

ARTICLE XIV - DEFAULT

14.01. The following events shall be deemed to be an event of default under this Lease:

14.01.1. Tenant fails to pay any installment of rent due under this Lease and the failure continues for a period of Ninety (90) days following written notice provided by Landlord.

14.01.2. A party fails to comply with any term, provision or covenant of this Lease, other than the payment of rent, and does not cure the failure within ninety (90) days written notice to the breaching party describing the default. As respects those breaches not capable of cure within ninety (90) days, the defaulting party shall have a reasonable time to cure if it begins within the said ninety (90) days those steps necessary to cure and pursues same diligently and continuously throughout.

14.02. Upon the occurrence of any event of default specified in Paragraph 14.01, the non-defaulting party shall have the option to pursue any one or more of the following remedies in addition to any remedies provided by law:

14.02.1. In the event Tenant fails to cure pursuant to 14.01, Landlord may terminate this

Lease after at least Ninety (90) days' written notice, in which event Tenant shall immediately surrender the Premises to Landlord and remove Tenant's property from the premises.

ARTICLE XV - MISCELLANEOUS

15.01 Subordination. Tenant agrees that this Lease and Tenant's interest in this Lease shall automatically be secondary in priority and subordinate to any mortgage, deed of trust or other method of financing or refinancing now or hereafter placed on the Premises, the land underlying the Premises and/or the Building of which the Premises is a part. Tenant further agrees that it will execute and deliver any and all documents necessary to show that Tenant's rights under this Lease are secondary.

15.02 Non-Disturbance. Notwithstanding the terms and conditions of Section 16.01 above, Tenant's obligation to subordinate to a Mortgage is conditioned upon Tenant's receipt of a non-disturbance agreement in accordance with this Section 16.02. Landlord agrees to use commercially reasonable efforts to obtain and deliver to Tenant from each Mortgagee a written non-disturbance agreement providing that so long as Tenant performs all terms, covenants and conditions of this Lease and agrees to attorn to such Mortgagee and a purchaser at a foreclosure sale, Tenant's rights under this Lease shall not be disturbed and shall remain in full force and effect for the Term. Such non-disturbance agreement shall be reasonably satisfactory to Tenant and the Mortgagee, utilizing a commercially reasonable standard, but may otherwise contain such terms and conditions as are generally required by an institutional lender without violating such standard. Landlord covenants to use its commercially reasonable efforts to obtain such a non-disturbance agreement from any existing Mortgagee holding a mortgage on the Building.

15.03. Relationship of Landlord and Tenant. Neither Tenant nor Landlord shall use any trademark, service mark or trade name of the other, nor shall either party hold itself out as having any business affiliation with the other party without having specific written agreement from that party.

15.04. Estoppel Certificate. Tenant will execute, acknowledge, and deliver to Landlord or any proposed mortgagee or purchaser, a certificate by Tenant which confirms the terms and conditions of this Lease within fifteen (15) days of written request by Landlord.

15.05. No Waiver of Breach. Any failure or neglect by either party to assert or enforce any rights or remedies because of any breach or default by the other party under this Lease shall not (except as to those specific instances when express time limits are provided for taking action), prejudice the non-breaching party's rights or remedies with respect to any existing or subsequent breaches or default. Acceptance of any partial payment from Tenant will not waive Landlord's right to pursue Tenant for any remaining balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.

15.06. Burden and Benefit. The Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of Landlord and Tenant.

15.07. Applicable Law. This Lease shall be construed according to the laws of the State of New Jersey and any and all claims, disputes or issues arising in connection with this Lease agreement shall be subject to the jurisdiction of the Courts of the State of New Jersey and the parties hereto so consent.

15.08. Notices. Whenever any payment notice, consent, or request is given or made under this Lease, it shall be in writing and delivered in person or mailed by certified mail, express service (such as Federal Express) or by e-mail (or other form of digital communication) with "hard" copy to follow by Certified Mail. Communications and payments to Tenant shall be addressed to Tenant at the address listed

in Section 16.16 of this Lease, or to any other address Tenant may specify in writing to Landlord. Communications and payments to Landlord shall be addressed to Landlord at the address listed in section 16.16 of this Lease or any other address Landlord may specify in writing to Tenant.

15.09. Entire Agreement. The Lease contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

15.10. Partial Invalidity. If any provisions of this Lease shall be invalid, the remainder of this Lease shall not be affected thereby.

15.11. Titles. The titles and article headings are inserted only for convenience and are not to be construed as part of this Lease.

15.12. Effect of Terms. Each provision of this Lease to be performed by either party shall be considered a covenant and a condition.

15.13. Brokers. The parties each represent and warrant to the other that neither has dealt with a real estate broker or agent in connection with this Lease transaction.

15.14. Signage in the Institutional Zone. The Township Land Use Ordinance may allow an individual facade sign for the Premises at a size set by Ordinance. To the extent such signage is permitted by the Township, the Landlord agrees to same. The location and design shall be identified and prepared by the Tenant and submitted to the Landlord, who shall promptly following issuance of a construction permit, make application to the Township for a sign permit without variance; however, this Lease shall not be conditioned upon such signage approval.

15.15. Conduct of Business. Tenant will conduct its business in the Premises, and in particular, but without limitation, its storage, transport, and/or disposal of drugs, medications, contaminants, hazardous or toxic materials, and other materials used in furtherance of its business purpose or as a result of the use, storage, removal, transportation or maintenance of such materials, in compliance with Federal, State, or local environmental laws.

15.16. Notices: All notices under this Lease shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord:	City of Vineland 640 E. Wood Street PO Box 1508 Vineland, NJ 08362 ATTN: Mayor
With a copy to:	City of Vineland 640 E. Wood Street PO Box 1508 Vineland, NJ 08362 ATTN: Municipal Clerk
As to Tenant	The County of Cumberland 164 West Broad Street Bridgeton, New Jersey 08302 Attn: County Administrator
	The County of Cumberland

With a copy to:	164 West Broad Street Bridgeton, New Jersey 08302 Attn: County Solicitor
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15.17 Flood Zone Disclosure. Pursuant to N.J.S.A. 46:8-50, Landlord is required to inform Tenant if the Premises and/or the Complex is located in, or if in the future the Premises and/or the Complex is determined to be located in, a flood zone or area. To Landlord's knowledge as of the date hereof, the Premises and the Complex are not located in a flood zone or area.

15.18 Electronic Signatures. The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, a telefaxed, or emailed electronic copy, of any signature of either party, whether upon this Lease or any related document, shall be deemed valid and binding and effective, and shall be admissible in any court or proceeding, by either party against the other, as if same were an original ink signature.

IN WITNESS WHEREOF, the parties have signed and delivered this Lease effective as of the day and year first above written.

WITNESS: Landlord:
The City of Vineland

By: _____
Mayor

ATTEST: Tenant:
The County of Cumberland

Officer By: _____
Darlene Barber, Director
Cumberland County Board
Of County Commissioners

Exhibit "A"

PROPERTY DESCRIPTION

*****TO BE PROVIDED UPON EXECUTION*****

Exhibit “B”

PLANS AND SPECIFICATIONS

*****TO BE PROVIDED UPON EXECUTION*****