



New Jersey City University
Board of Trustees
2039 Kennedy Boulevard
Jersey City, NJ 07305-1597
njcu.edu

**New Jersey City University Board of Trustees
SPECIAL PUBLIC MEETING NOTICE**

**September 1, 2022
3:00 P.M.**

Immediately, following the opening of the special meeting in Public Session, the Board of Trustees will adjourn to Executive Session (Closed Session) to discuss contractual and legal matters. Upon reconvening the special meeting in Public Session the Board of Trustees may take formal action concerning any matter in the agenda below.

Agenda

- I. Call to Order
- II. Roll Call
- III. Executive Session
 - A. Confidential and privileged discussion regarding contractual and legal matters (public action may be required).
- IV. Return to Public Session
- V. New Business
 - A. Resolution appointing a Commercial Real Estate Firm.
 - B. Resolution appointing Special Counsel Lowenstein Sandler LLP
 - C. Resolution ratifying Memorandum of Understanding with Jersey City Medical Center for Health Center Services.
 - D. Resolution Authorizing Higher Education Facilities Trust (HEFT) Grant Submission.
- VI. Next Meeting – Monday, September 12, 2022, to convene in executive session.
- VII. Adjournment

SCHEDULE

- 3:00 p.m. Open in Public Session
- 3:05 p.m. Executive Session
- 4:00 p.m. Public Session – New Jersey City University
2039 John F. Kennedy Boulevard, Jersey City
Hepburn Hall, Gothic Lounge Room 202,

Individuals that wish to address the New Jersey City University Board of Trustees must submit a request to speak form accessible from the following university webpage in accordance with Board policy:

<https://www.njcu.edu/about/administration-governance/board-trustees/speaker-request-form>

A copy of the terms for addressing New Jersey City University's Board of Trustees may be obtained

at the following link:

[https://www.njcu.edu/about/administration-governance/board-trustees/terms-addressing-new-jersey-city-universitys-board-trustees.](https://www.njcu.edu/about/administration-governance/board-trustees/terms-addressing-new-jersey-city-universitys-board-trustees)

NEW JERSEY CITY UNIVERSITY
RESOLUTION FOR PROFESSIONAL SERVICES

WHEREAS: Pursuant to the New Jersey State Contracts Law (N.J.S.A. 18A:64-52 et seq.) New Jersey City University must advertise for bids on all contracts for goods and services which exceed \$100,000 except under circumstances specified in the statute where bids may be waived; and

WHEREAS: The subject matter consists of professional services that may be waived under the New Jersey State College Contracts Law, N.J.S.A. 18A:64-56a.1; and

WHEREAS: The Board of Trustees charged New Jersey City University with making a recommendation regarding the retention of a corporate real estate services firm to represent the University; and

WHEREAS: New Jersey City University issued a Request for Information (RFI) by Procurement Services and received two (2) proposals; and

WHEREAS: The University evaluated both proposals and recommends the CBRE proposal to the Board, and requests authorization to enter into a real estate professional services agreement with CBRE; be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on this 1st day of September, 2022 does hereby authorize the University to enter into an agreement with the CBRE Group for their services relating to real estate and authorizes the University to make payments for services rendered to the University subject to the review of the Vice President and Chief Operating Officer.

Request for Information Response

New Jersey City University (NJCU)
Commercial Real Estate Services

CBRE, Inc. Response to Request for Information
Commercial Real Estate Services RFI #23-002



CBRE

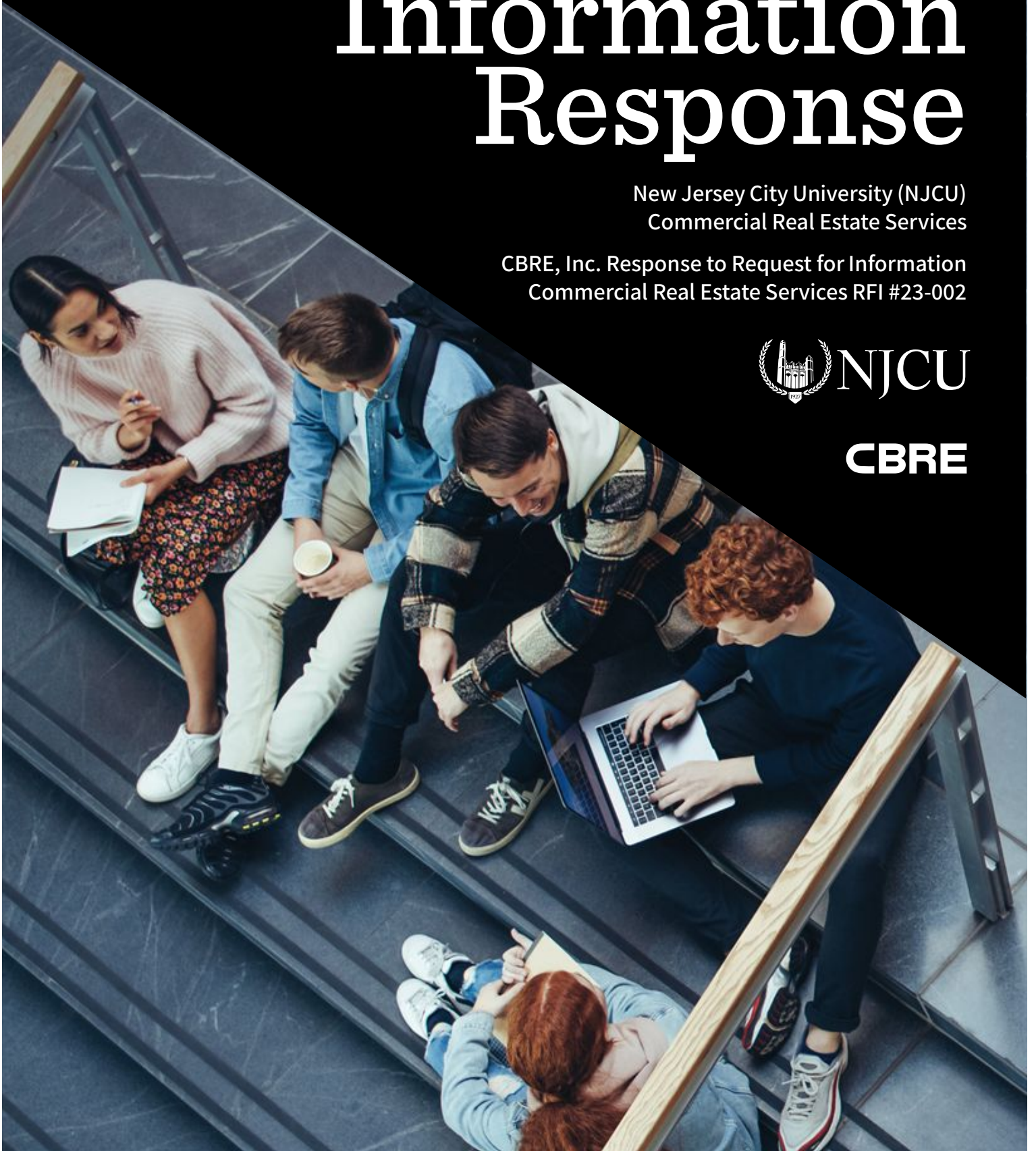


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Background

The primary goal of New Jersey City University (NJCU) is to provide a diverse population with an excellent education. The on-going pandemic and global events have altered the higher education paradigm, consequently, NJCU recognizes the need to remain focused on its core mission. It is the intention of the university to monetize non-core assets and to deploy its resources to support its mission more fully. Specifically, NJCU wishes to dispose of ground leases of University Place at NJCU and of the University Academy Charter School and Business Development Incubator building located at 275 West Side Avenue, Jersey City, N.J. 07305. It is seeking the services of leading real estate firms to serve as its agents in the sale of NJCU’s sale of its interests these assets.

Qualifications

2.1.1 All broker(s) must be fully licensed and have good standing with the State of New Jersey Real Estate Commission (NJREC).

CBRE and the assembled team of real estate professionals are both licensed and in good standing with the State of New Jersey Real Estate Commission. License numbers are as follows:

CBRE	8400182
Gil Medina	0232976
Bob L’Abbate	9210130
Mike Nielwodski	1328790
Jon Williams	0565815

2.1.2 Must have an excellent reputation in the real estate industry. Describe how experience and credentialed is the broker(s) that will be involved

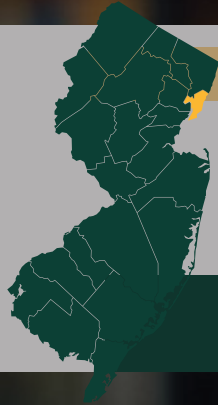
CBRE Group, Inc. is the world’s largest commercial real estate services and investment firm, with **2020 revenues of \$23.8 billion**. We have been **included on the Fortune 500 since 2008**, currently ranking #126. CBRE is a publicly traded company and our shares trade on the New York Stock Exchange are under the symbol “CBRE.” **CBRE has more than 100,000 employees** and serves real estate investor and occupier clients in **more than 100 countries**. We provide services for real estate occupiers and investors. For occupiers, we provide facilities management, project management, transaction (both property sales and leasing) and consulting services, among others. For investors, we provide capital markets (property sales, mortgage origination, sales and servicing), leasing, investment management, property management, valuation and development services, among others.

CBRE offers a full spectrum of integrated services, including **15 primary business lines and nearly 100 specialty practices**, designed to assist clients in seizing the full gamut of real estate opportunities. **We are the fastest to launch new services, develop market niches and provide solutions** to swiftly evolving client requirements globally. **Our account leaders are experienced at accessing subject matter experts, resources, tools and best practices** from these groups as needed to best serve Horizon BCBSNJ. The lifecycle graphics below and on the following page, depicts the CBRE business lines and specialty practices that most often come into play throughout the occupier and investor lifecycles. **We will leverage Transaction Management, Capital Markets, Facilities Management, Project Management, Lease Administration, Property Management** in our solutions offering for the NJCU account.

CBRE is committed to providing a work environment that attracts, develops, and celebrates the professional success of every individual. These values permeate our relationship with clients, employees, and suppliers across all services lines and in all markets globally within which we operate. We strive for a work environment that reflects the clients we serve, provides everyone with the opportunity to succeed, values the differences of each individual, and recognizes their contributions to our firm’s success.

As a result, CBRE is routinely recognized as one of the top companies for diversity and inclusion in Fortune, Forbes, Companies That Care, and the Human Rights Campaign. For more than 30 years, we have supported clients as they grow regionally and globally by attracting the brightest talent. Our company is the only real estate services provider that has been selected as one of BusinessWeek’s 50 “best-in-class” companies.

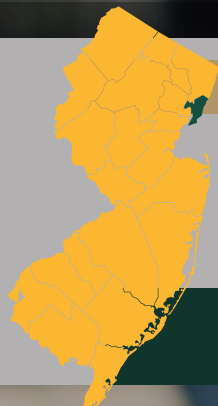
2.1.3 Must demonstrate significant experience in New Jersey and Hudson County real estate transactions.



Hudson County

REPRESENTED OCCUPIER	REPRESENTED AGENCY	REPRESENTED BOTH
53 deals \$1,372,787	105 deals \$1,160,245	15 deals \$205,208

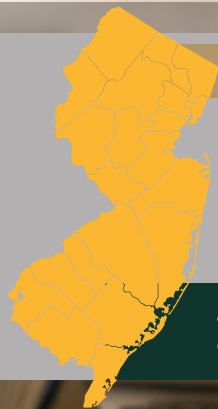
173 total deals | \$2,738,240



Except Hudson County

REPRESENTED OCCUPIER	REPRESENTED AGENCY	REPRESENTED BOTH
540 deals \$7,298,371	808 deals \$6,695,401	149 deals \$1,732,980

1,497 total deals | \$15,726,752



All of New Jersey

REPRESENTED OCCUPIER	REPRESENTED AGENCY	REPRESENTED BOTH
593 deals \$8,671,158	913 deals \$7,855,646	164 deals \$1,938,188

1,670 total deals | \$18,464,992

In addition to the aforementioned significant experience in New Jersey and, specifically Hudson County, we have attached some examples of best-in-class materials that demonstrate the quality of work product that we use to sell assets.



2.1.4 The firm must possess the resources and expertise necessary to evaluate the local commercial real estate market, provide information on economic, demographic, educational and employment trends as they impact the sale and purchase of properties in Hudson County.

While CBRE is a global enterprise, our strength lays in our local real estate teams, our local industry knowledge, our insight, and our resources. In New Jersey, we are the leading real estate services provider in terms of revenue, and number of transactions.

We will leverage our proprietary market intelligence that comes with our market-leading transactional activity to help NJCU achieve an optimal outcome as it seeks to monetize assets in its portfolio.

New Jersey Research

9 Professionals

Tri-State Research

27 Professionals

2.1.5 The Firm must have extensive experience in negotiating on behalf of public entities. Former employment by team members with public entities in the economic development arena is a plus.

CBRE is proposing a very strong team for the project and the team will work collaboratively on all assignments. Team members have significant experience working for and representing public sector entities. The Market Leader of CBRE, Inc.'s New Jersey Operations, Jeff Hipschman, will provide Executive Oversight over the account.



Executive Oversight

Jeff Hipschman

New Jersey Market Leader & Northeast Industrial Market Leader



Gil Medina

Executive Vice President



Jon Williams

Senior Vice President



Mike Nielwodski

Senior Associate



Robert L'Abbate

Senior Vice President



Allyson L'Abbate

Associate



Steve Gardner

Market Analysis



Brian Klimas

New Jersey Research



Dena Scott

Client Services Specialist

Because of his extensive experience in both the Public, Private and Higher Education Sectors, Gualberto (Gil) Medina will serve as Project Coordinator.

Gil previously served or still serves as:

- An Attorney-Advisor with the U.S. Department of Housing and Urban Development
- City councilman in the City of Camden, New Jersey
- New Jersey Secretary of Commerce
- Board of Trustees-Thomas Edison State University
- Rutgers Business School Advisory Board
- Member of numerous public boards

Gil has also served as a real estate advisor to numerous public entities including:

- Master Broker for the Fort Monmouth Economic Revitalization Authority—Assisted FMERA in establishing a structured and efficient process to sell parcels within the 1300-Acre former military base.
- Consultant to the NJ State Treasurer on State Asset Disposition Strategies.
- Broker for NJ Division of Youth and Family Services.
- Real Estate Advisor to the Honorable Donald Volkert, Special Fiscal Agent, for the disposition of the former Belle Meade Army Depot.
- North Jersey Developmental Center—Development services for the former North Jersey Developmental Center—Totowa, NJ
- Consultant for the Port Authority of New York and New Jersey (Market Study for the Red Hook Container Terminal).
- Redevelopment of the former Bears Stadium site in Newark, NJ.
- Brookdale Community College—Asset Monetization Services.
- New Jersey Transit—Lead Broker on highest and best use analysis of 15-Acre Liberty Park Station site.
- Puerto Rico Science Technology & Research Trust—Pro bono advisory work on how best to develop a 90-Acre science park in Rio Piedras, Puerto Rico.





2.1.6 Experience in presenting projects and transactions to public bodies.

CBRE team members have extensive experience in making presentations to boards and presenting to public entities. We believe that this is a core competency of the team that we are presenting to NJCU.

2.1.7 Meeting project requirements and optimizing facility transactions (in terms of revenue, transaction terms, and development vision) on behalf of NJCU is a priority. But it is also important to create a process that will provide the public with assurances that an administrative record exists to support all decisions taken.

We recognize the importance of creating a process that results in a favorable financial outcome for NJCU and also provides the public with assurances that a process exists to support all decisions taken. NJCU requires—and CBRE will help create a process that is:

- **Efficient**
- **Equitable**
- **Transparent**
- **Accountable**
- **Auditable**

We will create a process that results in an administrative record that supports the strategies used to monetize NJCU's assets. The record will support the decisions that will be taken and make apparent how these decisions advance the mission of the university.

2.1.8 Describe the broker(s) familiarity in brokering on behalf of a State entity in New Jersey, and/or non-profit

Please see the Scope of Services Section on the following page.

2.1.9 Describe the broker(s) familiarity working with higher education

Please see the Scope of Services Section on the following page.

2.1.10 Describe the agent(s) access to Commercial and/or Residential Listing Services

The assembled team has access to both CoStar for commercial real estate leasing and CBRE's DealFlow with over 2,000 properties listed for sale.

Scope of Services

While marketing flyers and brochures are often utilized for straightforward asset sales, a good commercial real estate Offering Memorandum (OM) is used to generate interest from sophisticated, prospective investors in major projects. The initial work we perform consists of gathering the detailed information necessary to prepare a quality Offering Memorandum that will allow investors and developers to underwrite a major asset purchase. An OM and a data vault provide buyers with information about the property and the offering. They set forth the terms and conditions of the commercial real estate private placement.

Information in the OM document should include:

- Property/Site description including property and location overview, and demographics
- Summary of the property's past, present uses as well as potential future return based on different assumptions
- Data on financial potential of the asset
- Participation requirements and confidentiality agreement

More detailed information about the property can be found in a virtual work room (data vault) where potential investors can find information that will help them support their underwriting for the investment.

Following are the specific tasks that we will perform on behalf of NJCU, recognizing that we will provide any additional services necessary to deliver an optimal outcome for NJC.

1 Perform market analysis.

CBRE will perform a comprehensive analysis of existing market conditions in Hudson County including sales comparables, sales transaction terms, ground leases, capitalization rates and other matters affecting the real estate market for **University Place and 275 West Side Avenue**. CBRE will use this research to prepare market analyses of comparable properties in the market. This information will include current asking sale prices, cap rate comparables, and recent comparable sales. The analysis will also estimate achievable valuations.

2 Provide Broker Opinions of Value for both properties

We will perform a thorough analysis of the rental and sales markets to develop a Broker Opinion of Value for each of the assets based on various assumptions including as a ground lease and/or as an outright sale of buildings, potential sale-leaseback for the University Academy Charter School and Business Development Incubator building, as land for development per permissible reuses, etc.

3 Develop strategies for the sale (or other alternative arrangement) for each property

To uncover the maximum potential of **each asset** CBRE will perform an **office, retail, multifamily, industrial, and hospitality market analysis** to determine the site's propensity to support these uses. An analysis of the market and a site's optimal use is crucial to developing a marketing strategy and roadmap.

4 Generate quality marketing materials for each property

We will utilize a variety of marketing materials including e-flyers, an OM (physical and electronic), tour books, asset website, etc. We will market the property via direct outreach to prospective investors.

5 Manage the entire sales process from site assessments, creation of a data vault that prospective purchasers can access to underwrite the assets, marketing process, negotiations, and other customary activities and services associated with real estate transactions.

CBRE is prepared to comply with all of these requirements. We are accustomed to working on transactions through every phase from the first strategy meetings with our clients through post-closing on transactions as the need arises.

After interested parties have had sufficient time to perform their analysis of the assets, including tours, we will issue a call for offers.

We will review the offers, assess the capacity of the offerers to close within a reasonable time period (responsiveness) and create a matrix for NJCU that will allow a side-by-side comparison of all proposals received. Following our assessment, we will call for a second round of proposals from the most qualified and responsive offerers.

We will narrow the list down to the best offers and call for Best and Final Offers from them. At this juncture we will review the entire process with NJCU, beginning with the first set of offers down to the final proposals. NJCU can now make a final selection.

6 Manage site tours and information flow to prospective purchasers

We will conduct and lead all tours and will coordinate with NJCU staff in advance of all impending tours.

7 Make recommendations on optimal transaction terms and conditions

Prospective investors should have the opportunity to propose their preferred deal structures with the expectation that flexibility in deal terms would yield a better valuation. We will advise NJCU on the terms and conditions that most fully satisfy the University's needs.

We feel that a key role for our team will be to negotiate the most favorable deal terms for NJCU. While CBRE does not provide legal services, we work with counsel for our clients in reviewing all legal documents to make certain that they reflect reasonable economic and business terms

8 As requested, make presentations at public Board of Trustees Meetings

The CBRE team that is being proposed has extensive experience in making presentations to Board members and in public forums. We believe that our experience in this arena is an important differentiator.

9 Negotiate with buyers and others interested in the properties on behalf of the University

We believe that CBRE brings great value to the negotiation process. The ability to successfully transact in a way that delivers value for all parties sets a collaborative tone for future relationships especially since the investors who acquire the two assets that we are marketing will be NJCU's long-term neighbors. Collaborative negotiation places people at the heart of the transaction and ensures that all parties involved feel that the outcome is a win-win situation.

10 Be responsible for ongoing reporting and consultations with NJCU on the status of marketing process and negotiations

Reporting and communication are essential in any successful marketing campaign. We will generate reports for the NJCU team every other week and more often as needed. We will be available for consultations on a weekly basis and more often as deemed necessary by NJCU.

11 Help coordinate real estate transaction closings

CBRE will work with NJCU, its team, title company and lawyers to coordinate all closings. We also work with the prospective investor's lawyers so that all parties are working in a coordinated manner.

12 Post-Selection—Work with NJCU and their legal team to monitor the process from Purchase and Sale Agreement negotiations to closing

We will work with the NJCU and their legal team to monitor the process from Purchase and Sale Agreement to closing. We will provide NJCU with a full record of the process utilized to select a purchaser, a summary of recommendations we made, and the decisions taken so that anyone reviewing the record will conclude that the transaction selected was the optimal one for NJCU.

Financial Proposal

For purposes of this assignment, an “Outside Broker” is any real estate professional working with any brokerage house that is not part of the Agency Team designated in this proposal.

Sale Transaction

If and when a Sale is executed, NJCU agrees to pay to CBRE a commission of five percent (5%) of the Gross Purchase Price, unless otherwise agreed to in writing by the parties. We are open to any reasonable fee proposal acceptable to NJCU and have executed transactions utilizing numerous compensation structures deemed optimal by our clients. The commission shall be earned, due and payable upon transfer of title. In the event title does not pass for any reason, then no commissions shall be due. In the event a Sale is consummated with an investor who chooses to work with an Outside Broker, then and in that event the Outside Broker will be required to look exclusively to their client for their commission.

Lease Transaction

If and when a lease is executed, Owner agrees to pay to CBRE a Full Commission in an amount equal to five percent (5%) of the net aggregate rentals in the transaction. The commission shall be earned and payable upon execution of a written lease. In the event the lease is consummated with the aid of an Outside Broker, then and in that event, the commission shall be a Full Commission plus a 2.5% “Override” so that CBRE can pay the successful Outside Broker a Full Commission from the commissions NJCU pays CBRE.



New Jersey City University
Board of Trustees
2039 Kennedy Boulevard
Jersey City, NJ 07305-1597
njcu.edu

**NEW JERSEY CITY UNIVERSITY
RESOLUTION FOR THE WAIVER OF ADVERTISING OF LEGAL SERVICES**

- WHEREAS:** Pursuant to the State College Contracts Law (N.J.S.A. 18A:64-52 et seq.) State colleges and universities are required to advertise for bids on contracts for goods and services which exceed the bid threshold amount of \$35,000 except under circumstances specified in the statute where bids may be waived by the governing board of the State institution; and
- WHEREAS:** The subject matter consists of professional legal services that may be waived under the State College Contracts Law, N.J.S.A. 18a:64-56a:1; and
- WHEREAS:** New Jersey City University seeks authorization to enter into a legal services agreement with the firm of Lowenstein Sandler LLP, an agreement which exceeds the bid threshold without bid; and
- WHEREAS:** The University has determined that specialized professional legal services are necessary in furtherance of the University's continued cooperation with a confidential investigation being conducted by a third-party government entity and that the firm's experience and expertise is necessary and appropriate to assist University Counsel in the provision of general advice, guidance, and due diligence with respect to this cooperation, and that the time frame and demands of the confidential investigation require immediate and continuing access to the firm's expertise and experience; and
- WHEREAS:** Lowenstein Sandler LLP is providing necessary services on behalf of the University in collaboration with University Counsel and under the supervision of same, and such services will need to continue during this fiscal year; and
- WHEREAS:** The University is requesting waiver of bid advertisement for engagement of professional legal services and authorization to make payment for services rendered to the University subject to the approval of the Executive Vice President and University Counsel to ensure that the University fully complies with its legal obligations; be it therefore
- RESOLVED:** That the Board of Trustees of New Jersey City University on this 1st day of September, 2022 does hereby authorize the University to enter a professional legal services agreement with Lowenstein Sandler LLP, and authorizes the University to make payments for services rendered subject to the review of the Executive Vice President and University Counsel.



New Jersey City University
Board of Trustees
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Jersey City, NJ 07305-1597
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NEW JERSEY CITY UNIVERSITY RESOLUTION

AUTHORIZATION RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN NEW JERSEY CITY UNIVERSITY AND JERSEY CITY MEDICAL CENTER FOR HEALTH CENTER SERVICES

- WHEREAS:** The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (University) and has authority in matters involving the programs and degree levels to be offered by the University consistent with the University's programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and
- WHEREAS:** The Board, in addition to the other powers and duties provided by law, has and may exercise the powers, rights, and privileges that are incidental to the proper government, conduct, and management of the University and the control of its properties and funds and such powers granted to the University or the Board or reasonably implied, may be exercised without recourse or reference to any department or agency of the State, except as otherwise provided by applicable law; and
- WHEREAS:** Consistent with the mission of the University to provide a diverse population with an excellent education and the institutional strategic plan which provides for the enhancement of academic excellence and the achievement of academic, personal, and social student success; and
- WHEREAS:** The University and Jersey City Medical Center (JCMC) intend to execute a Memorandum of Understanding reflecting the desire of both parties to provide primary medical services to the students and faculty of the University; and
- WHEREAS:** The University and JCMC will be working collaboratively to provide medical services to University students and faculty, regardless of the patient's inability to pay for services, which will inure to the benefit of all students and faculty in need of medical care; be it therefore
- RESOLVED:** That the Board of Trustees of New Jersey City University on September 1, 2022 hereby executes and approves the Memorandum of Understanding between the University and JCMC for the provision of medical services to University students and faculty, with the terms set forth in the document attached herein.



Memorandum of Understanding

Jersey City Medical Center, Inc.

And

New Jersey City University

This Memorandum of Understanding represents a formal agreement by and between the Jersey City Medical Center, Inc. (JCMC) and the New Jersey City University.

WHEREAS JCMC and the New Jersey City University will work collaboratively to provide primary medical care services to the students and faculty of New Jersey City University.

NOW THEREFORE be it resolved that the parties will work collaboratively to provide appropriate medical care for New Jersey City University students and faculty.

The partnerships will include the following specific responsibilities:

JCMC

1. JCMC will provide general primary medical care services to New Jersey City University students and faculty at our Greenville Ambulatory Care Location during our current hours of operation.

Greenville Ambulatory Care Center Location: 1825 John F. Kennedy Blvd 1st Floor
Jersey City, NJ 07305

Hours of Operations: Monday – Friday 9:00 am to 7:00pm. Please note we are closed on major Holidays

2. JCMC will inform New Jersey City University of any changes in our hour of operations and annual holiday schedule.
3. JCMC will see and treat all patients referred from New Jersey City University regardless of the patient's inability to pay for services/ pay for copays.
4. JCMC will appoint a JCMC authorized representative to meet quarterly with the New Jersey City University. The review will include program and fiscal reports, identify any other emerging issues, and facilitate a course of action to maintain the project in good standing.

New Jersey City University

1. New Jersey City University may refer patients to the Jersey City Medical Center / RWJ Barnabas Health for services.
2. New Jersey City University will provide shuttle services for patients to be transported to and from New Jersey City University and JCMC.



3. New Jersey City University will reimburse JCMC for services/ co pays that patients were not able to cover at the time of service. Reimbursement to be completed on a quarterly basis.
4. New Jersey City University will provide Non Clinical Patient Liaison services to New Jersey City University students and faculty. Patient Liaison services are as follows:
 - Assist with Scheduling appointments
 - Coordination of Care between JCMC and New Jersey City University.
 - Responsible for the communication regarding patient and program updates between NJCU leadership and Greenville Primary Care leadership.
 - Responsible for participating in the NJCU and JCMC quarterly update meetings.
5. New Jersey City University will appoint a University authorized representative to meet quarterly with JCMC. The review will include program and fiscal reports, identify any other emerging issues, and facilitate a course of action to maintain the project in good standing.

Payment Terms:

New Jersey City University shall pay JCMC for the services below in accordance with the following schedule:

- a. Patient co-pays that student was not able to cover at the time of service. This cost will fluctuate and will be billed to NJCU on a quarterly basis.

3. TERM AND TERMINATION.

3.1 Term. The term of this MOU (“Term”) shall commence on the Effective Date and continue until July 31, 2023, unless otherwise earlier terminated in accordance with this Agreement (the “Term”).

3.2 Termination. Either Party may terminate this Agreement without cause by giving 15 days prior written notice to the other Party. Either Party may terminate this Agreement immediately if the other Party materially breaches any provision of this Agreement.

3.3 Effect of Termination. Upon the termination of this Agreement, all licenses granted hereunder shall terminate, and each Party shall promptly (i) cease all use of the other Party’s use of the other party’s name including in any marketing materials; and (ii) cease all use of the other Party's Confidential Information and return to the other Party all copies



of all materials containing Confidential Information which have been loaned or made available to such Party.

3.4 Accrued Right and Obligations. Notwithstanding any termination of this MOU, the Parties shall remain bound by the provisions of this MOU which specifically relate to periods, activities or obligations upon or subsequent to the termination of this MOU.



4. CONFIDENTIALITY.

4.1 **Confidential Information.** Each Party may provide the other Party from time to time under this MOU with confidential and/or proprietary information (“Confidential Information”). During the term of this MOU and for as long as such information shall remain confidential, each Party agrees that it shall not, either directly or indirectly, use for its own benefit or disclose to any third party or otherwise publicly disclose any Confidential Information of the other Party.

4.2 **Exclusions.** Excluded from the definition of Confidential Information is information that: (i) was in the public domain at the time learned of, or developed, such information under this MOU; (ii) comes into the public domain through no fault of the receiving Party hereto; (iii) was in the receiving Party’s possession at the time it learned of, or developed, such information under this MOU (and which is provable by credible documentary evidence to that effect); (iv) is obtained from third parties not directly or indirectly under an obligation of confidentiality to the disclosing Party (and which is provable by credible documentary evidence); (v) is permitted to be disclosed by the disclosing Party in writing or (vi) which is required by court order, subpoena, statute or regulation of any governmental authority to be disclosed; provided however, that if a receiving Party is directed to so disclose Confidential Information pursuant to a court order, subpoena or other valid legal compulsion, the receiving Party shall promptly notify the disclosing Party of such so as to provide or afford the disclosing Party the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant.

4.3 **Student Health Information.** Except as permitted by law, the parties agree and acknowledge that JCMC will not share any medical information about students with the New Jersey City University, without the student’s prior written consent.

4.4 **Publicity.** Neither Party shall use the name, symbols, and/or marks of the other in any advertising or sales promotional material or in any publications without the prior written consent of such other Party. The form and content of any such announcement shall be subject to the prior approval of the Parties. Breach of this provision by a Party shall be considered a material breach of this Agreement. This provision shall survive termination or expiration of this Agreement.

5. INSURANCE

New Jersey City University shall maintain errors and omissions and general liability insurance in amounts not less than **one million dollars (\$1,000,000)** per event from a commercial insurer reasonably acceptable to JCMC and New Jersey City University also agrees to provide workmen’s compensation insurance coverage in compliance with applicable law. Further, New Jersey City University shall maintain auto liability insurance and require any subcontractors providing any transportation services to do the same and name JCMC an additional insured. Upon request, New Jersey City University shall furnish proof of all such coverage to JCMC.



6. COMPLIANCE WITH LAW AND ACCEPTED PRACTICE.

The Parties shall perform the Program in conformance with generally accepted standards of practice and with all applicable local, state, and federal laws and regulations governing its performance hereunder and its internal standard operating procedures. Each Party shall retain all records resulting from the Program for the time required by applicable federal regulations (if any) and to allow for inspection of all such records.

7. MISCELLANEOUS.

7.1 **Notice.** Any and all notices, requests, consents, demands or other communications required or permitted to be given under this Agreement, including notices under Section 2 above, shall be in writing and shall be (i) sent by United States registered or certified mail (return receipt requested) or other international postal service, provided that a return receipt (or equivalent) is requested, or (ii) by United States Express Mail, Federal Express, DHL or other commercial overnight courier, in each case to the Parties at the addresses set forth below their signatures (or at such other addresses as shall be specified by like notice) with applicable postage or delivery charges prepaid. A copy of any notice to JCMC shall be sent simultaneously to David Mebane, Executive Vice President and General Counsel at RWJBarnabas Health, 95 Old Short Hills Road, West Orange, New Jersey 07052.

7.2 **Applicable Law.** The laws of the State of New Jersey shall exclusively govern this MOU. With respect to actions arising under this MOU, the Parties each irrevocably submits itself to the jurisdictions of the courts of the State of New Jersey, Essex County and each irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by any of said courts. Furthermore, the Parties each hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that such Party is not personally subject to the jurisdiction of said courts, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this MOU may not be enforced in or by such courts.

7.3 **Miscellaneous.** This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements or arrangements, written or oral, between the Parties relating thereto. This MOU and any provisions of it cannot be modified or amended except by an agreement in writing signed by or on behalf of each Party to this MOU. Neither JCMC nor New Jersey City University shall assign its rights or delegate its duties under this MOU without the prior written consent of the other Party. This MOU inures to the benefit of, and is binding on, the legal representatives, heirs, successors, and assignees of each Party. The failure of either Party to insist upon the performance of any of the terms of this MOU or to exercise any right hereunder or at law or in equity, or any delay by either Party in the exercise of any such right, shall not be construed as a waiver or relinquishment of any such performance, or right, or of the future performance, or any such term, or the future exercise of such right. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same



instrument and will become effective when one or more counterparts has been signed by, and delivered to, each Party. If any term of this MOU is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other portion of this MOU, and there shall be deemed substituted therefore such term as will most fully realize the intent of the Parties as expressed in this MOU to the fullest extent permitted by applicable law, the Parties hereby declaring their intent that this MOU be construed in such fashion as to maintain its existence, validity, and enforceability to the greatest extent possible.

Jersey City Medical Center, Inc.

Authorized Official:

Address: 1825 John F. Kennedy Blvd Jersey City, NJ 07305

Telephone(s):

E-Mail Address:

Signature: _____

Date: _____

and

New Jersey City University

Authorized Official:

Address: 2039 John F. Kennedy Blvd. Jersey City, NJ

Telephone(s):

E-Mail Address:

Signature: _____

Date: _____

****End of MOU Document****



New Jersey City University
Board of Trustees
2039 Kennedy Boulevard
Jersey City, NJ 07305-1597

RESOLUTION

APPROVING AND AUTHORIZING THE UNDERTAKING AND IMPLEMENTATION OF A PROJECT, "REIMAGINING THE LIBRARY: THE NJCU COMMONS FOR LEARNING AND ACADEMIC ENGAGEMENT" CONSISTING OF THE RENOVATION AND MODERNIZATION OF THE FIRST AND FOURTH FLOORS OF THE GUARINI LIBRARY FOR A STUDENT SUCCESS AND FACULTY EXCELLENCE PROJECT AND AUTHORIZING THE FINANCING OF ALL OR A PORTION OF THE PROJECT THROUGH PROGRAMS MADE AVAILABLE BY THE STATE OF NEW JERSEY FOR NEW JERSEY INSTITUTIONS OF HIGHER EDUCATION AND OTHER AVAILABLE FUNDING SOURCES; APPROVING AND AUTHORIZING THE FORM OF THE APPLICATION FOR THIS PROJECT TO THE SECRETARY OF HIGHER EDUCATION FOR PARTICIPATION IN SUCH PROGRAMS AS ARE APPLICABLE TO THE PROJECT WITH SUCH CHANGES AS ARE APPROVED BY THE OFFICERS OF THE INSTITUTION DESIGNATED HEREIN AND THE SUBMISSION OF THE APPLICATION TO THE SECRETARY OF HIGHER EDUCATION; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL AGREEMENTS IN CONNECTION WITH UNDERTAKING, IMPLEMENTING AND FINANCING THE PROJECT IN THE FORMS APPROVED BY THE OFFICERS OF THE INSTITUTION EXECUTING SUCH AGREEMENTS; AND DESIGNATING AND AUTHORIZING THE OFFICERS OF THE INSTITUTION TO TAKE THE AFOREMENTIONED ACTIONS AND TO TAKE ANY AND ALL SUCH OTHER ACTIONS DEEMED NECESSARY OR DESIRABLE TO UNDERTAKE, IMPLEMENT AND FINANCE THE PROJECT.

WHEREAS: The Board of Trustees (the "Board") of New Jersey City University (the "Institution") desires to approve the undertaking and implementation of Reimagining the Library: The NJCU Commons for Learning and Academic Engagement (the "Project");

WHEREAS: The Project consists of the modernization and renovation of the first and fourth floors of the Guarini Library for a student success and faculty excellence project via a one-stop/learning commons model. This includes the Career Success Lab, Student Learning Center, Center for Online Learning, Center for Teaching and Learning, and the Office of Research, Grants and Sponsored Programs.

WHEREAS: The Board desires to approve the aggregate costs of the Project paid and or financed through all sources in an amount not to exceed \$16.5 million; and

WHEREAS: The Board desires to finance all or a portion of the Project through the Higher Education Facilities Trust Fund Act, N.J.S.A. 18A: 72A- 49 et seq. ("HEFT"); and

WHEREAS: The Board has determined that the Project will assist in promoting and implementing a learning commons model and providing a benefit to the Institution; and

WHEREAS: The Board desires to approve financing of all or portions of the Project through HEFT; and

WHEREAS: The Board wishes to approve the form of the Application to be submitted to the Secretary of Higher Education (the "Secretary") for the Proposed Program for the Project and to designate and authorize officers of the Institution to take necessary and desirable actions to undertake, implement and submit to the Secretary the Application for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1. The Board approves the Project and authorizes the undertaking, implementation, and financing of the Project in a maximum aggregate amount not to exceed \$16.5 million (including Financing Costs).

SECTION 2. The Board approves the financing of all or any portion of the Project through HEFT. The Board approves the Application for funding of the Project through such Programs in the form submitted to the Board and authorizes and directs the herein defined Designated Officers to submit such Application to the Secretary with such changes, modifications, and additions as are approved by the Designated Officers and such changes, modifications and additions shall be conclusively evidenced by the submission of the Application to the Secretary. The Board expressly directs and authorizes the Designated Officers to submit the Long Range Facilities Plan in the Application for any Program for which it is required. The Board acknowledges and agrees that approval of the Application and receipt of funds pursuant to the Programs will obligate the Institution to (a) provide funds for the operation and maintenance of the Project, (b) contribute to the cost of the Project, and (c) fulfill other conditions imposed under the Programs and hereby directs and authorizes the Designated Officers to certify such acknowledgment and agreement as part of the submitted Application. The Designated Officers are hereby authorized and directed to fulfill all conditions of the Proposed Programs, including without limitation providing for the operation and maintenance of the Project and using available

funds of the Institution to pay for such operation and maintenance and to satisfy conditions of the Proposed Programs to contribute to the cost of the Project.

SECTION 3. The Board Chair, the Board Secretary, the acting President, and the interim Chief Financial Officer (each an "Authorized Officer") are each hereby authorized and directed to approve, execute and deliver any and all agreements necessary to undertake, implement and finance the Project and any and all other financing documents and instruments in the form approved by the Authorized Officers executing the same in the name of and on behalf of the Board/Institution, in as many counterparts as may be necessary, and to affix or impress the official seal of the Institution thereon and to attest the same and such execution and attestation will be conclusive evidence of the approval of the form and content of such agreements and other documents and instruments necessary to undertake, implement and finance the Project. The Authorized Officers are further authorized and directed to do and perform such other acts and to take such actions as may be necessary or required or deemed appropriate to implement the purposes of this Resolution to undertake, implement and finance the Project.

SECTION 4. All resolutions, orders, and other actions of the Board of the Institution in conflict with the provisions of this Resolution to the extent of such conflict are hereby superseded, repealed, or revoked.

SECTION 5. This Resolution shall take effect immediately; and be it further.

RESOLVED: No further approvals by the Board are necessary to implement this Resolution.