

**RESOLUTION 68-19**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER**

*WHEREAS*, the Borough of Clayton has agreed to enter into an Agreement for Vehicle Lending Agreement; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and the County of Gloucester.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 14, 2019.

BOROUGH OF CLAYTON



\_\_\_\_\_  
THOMAS BIANCO, Mayor

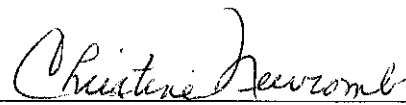
Attest:



\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, February 14, 2019.



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CHRISTINE NEWCOMB, Borough Clerk

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**VEHICLE LENDING AGREEMENT**  
**by and between the**  
**COUNTY OF GLOUCESTER**  
**and**  
**BOROUGH OF CLAYTON**  
**FOR THE PROVISION OF A PASSENGER BUS**

**Dated: February 14, 2019**

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Prepared by: Emmett E. Primas, Jr.,  
Asst. County Counsel

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## **VEHICLE LENDING AGREEMENT**

**THIS VEHICLE LENDING AGREEMENT** ("Vehicle Lending Agreement"), dated this 14th day of February, 2019, by and between the County of Gloucester, ("County"), and the Borough of Clayton, a Local Unit within the County of Gloucester ("Local Unit").

### **RECITALS**

1. The Borough of Clayton ("Local Unit") is a local unit in the County of Gloucester, State of New Jersey and has the authority and responsibility to provide specified bus transportation for Borough residents; and
2. The County of Gloucester, maintains a vehicle fleet for the various County departments to perform their designated duties including buses for the transportation for elderly and disability residents of the County of Gloucester including those in Clayton Borough; and
3. The County is ready, willing and able to provide the use of a bus on a temporary basis to the Local Unit due to the mechanical breakdown of the Local Unit's bus and the need to provide immediate transportation for those residents who rely upon it.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Local Unit do hereby agree as follows:

### **AGREEMENT**

#### **A. DESCRIPTION OF THE PROJECT AND THE SERVICES.**

The County shall provide a bus to be used by the Local Unit to provide specialized transportation services.

Pursuant to this Agreement, the Local Unit agrees to provide insurance coverage for the County of Gloucester and the County Administrator and will provide a Certificate of Liability Insurance.

The terms of this Agreement will govern the interaction between the parties to the exclusion of any other agreement or requirement.

#### **B. DURATION OF AGREEMENT.**

This Agreement shall be for a period of one year, from February 14, 2019 to February 13, 2020.

There will be no fees or charges due the County under this Agreement, however, the Local Unit agrees that the use of this vehicle is complementary and that this privilege can be revoked upon due notice to the Local Unit for any violation of this Agreement. This Agreement may be revoked at any time by County in the event that the County needs the vehicle back in its fleet for County use.

**C. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Vehicle Lending Agreement.

Neither County nor the Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Vehicle Lending Agreement for the limited purpose of the provision of service by the County pursuant to this Agreement.

**D. INDEMNIFICATION.**

The Local Unit, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester and the County Administrator against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Local Unit's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Local Unit's failure to provide for the safety and protection of its employees, or from Local Unit's performance or failure to perform pursuant to the terms and provisions of this Contract. The Local Unit's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.**

County and the Local Unit agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

Local Unit has been informed that the vehicle has a maximum occupancy. Local Unit has been informed that it is subject to laws regarding the transportation of disabled persons and agrees to abide by the policies concerning tie down and admission of disabled persons into the vehicle.

Local Unit has acknowledged that it is subject to all federal, state, and local ordinances and regulations pertaining to the operation and handling of motor vehicles. The Local Unit agrees to abide by said laws.

**F. INSURANCE.**

**F. INSURANCE.**

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Local Unit shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County of Gloucester, naming County of Gloucester Human Services.

Neither the County of Gloucester nor the Local Unit intends any agency relationship to be created by this Agreement.

Notwithstanding any such agency relationship which may be created by the Vehicle Lending Agreement, the Local Unit hereby specifically agrees to indemnify and hold County of Gloucester harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission and/or any negligent or intentional act committed by the Local Unit or any of its agents or employees.

The Local Unit agrees that while this Agreement is in effect the Local Unit will preserve and protect the vehicle from loss and/or damage. The Local Unit agrees to be responsible for any loss, costs of repairs that are caused directly to the operation of the vehicle by the Local Unit and its drivers and employees.

The primary insurance policy while the vehicle is being used by the Local Unit would be Clayton Borough's insurance policy.

**G. REMEDIES.**

If a dispute between the County of Gloucester, and the Local Unit arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

**H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Vehicle Lending Agreement should 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.

**I. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Vehicle Lending Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither

relating to this Vehicle Lending Agreement.

**J. MISCELLANEOUS.**

1. **Amendment.** This Vehicle Lending 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 Vehicle Lending Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Vehicle Lending 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 Vehicle Lending 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 Vehicle Lending 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.** The Local Unit and the County 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. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Vehicle Lending 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 Vehicle Lending Agreement.
8. **Governing Law.** The terms of this Vehicle Lending Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

- K. EFFECTIVE DATE.** This Agreement shall be effective as of this 14th day of February, 2019, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the Local Unit to this Vehicle Lending Agreement.


**IN WITNESS WHEREOF,** the Gloucester County Administrator pursuant to authority set forth in N.J.S.A. 40A: 9-42, and the Mayor of the Local Unit have executed the Agreement

on the date indicated herein.

**WITNESS:**

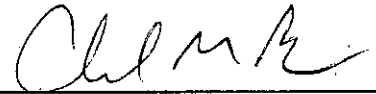
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**WITNESS:**



**CHRISTINE NEWCOMB  
TOWNSHIP CLERK**

**COUNTY OF GLOUCESTER**



**CHAD M. BRUNER,  
COUNTY ADMINISTRATOR**

**BOROUGH OF CLAYTON**



**TOM BIANCO  
MAYOR**