
VEHICLE LENDING AGREEMENT

by and between the

**COUNTY OF GLOUCESTER,
DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF HUMAN & DISABILITY SERVICES**

and

TOWNSHIP OF WEST DEPTFORD

FOR THE PROVISION OF A TRANSPORTATION BUS

Dated: January 1, 2018

Prepared by: Carmen Malignaggi,
County Counsel

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VEHICLE LENDING AGREEMENT

THIS VEHICLE LENDING AGREEMENT ("Vehicle Lending Agreement"), dated this 1st day of January, 2018, by and between the County of Gloucester, Department of Health & Human Services, Division of Human & Disability Services ("County"), and the Township of West Deptford within the County of Gloucester ("Local Unit").

RECITALS

1. The County of Gloucester, Department of Health & Human Services, Division of Human & Disability Services ("County") is a department within the County of Gloucester; and
2. The Township of West Deptford ("Local Unit") is a local unit in the County of Gloucester, State of New Jersey; and
3. Local Unit has the authority and responsibility to provide bus transportation within the Township of West Deptford; and
4. The County has the authority and numerous buses in connection with transportation for disability persons, elderly individuals and bus service for other residents within the County of Gloucester; and
5. The County will provide services on a temporary basis to the Local Unit who is in need of a bus presently on a temporary basis; and
6. The use of the bus is provided on an emergency basis due to the breakdown of West Deptford's bus and the need to provide immediate transportation for the elderly.

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 lend a bus to be used by the Local Unit to provide transportation purposes for which the Local Unit utilizes their bus service.

Pursuant to this Agreement, the Local Unit agrees to provide insurance for the Freeholders individually and for the County of Gloucester and its departments and will provide a Certificate of Liability Insurance with the County named as insured, the Freeholders individually, the Department Head of Department of Health & Human Services, Division of Human & Disability Services and all of its departments.

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 one (1) year, from January 1, 2018 to December 31, 2018.

There will be no cost for use of this Agreement on a temporary basis. However, the Local Unit agrees that the use of this vehicle is complementary and that this privilege can be revoked upon due Notice to West Deptford Township for any violation of this Agreement. This Agreement may be revoked at any time by County of Gloucester, Department of Health & Human Services, Division of Human & Disability Services 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 and the Department of Health & Human Services, Division of Human & Disability Services harmless from, shall indemnify and shall defend the County of Gloucester and the Department of Health & Human Services, Division of Human & Disability Services 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 the Local Unit are subject to laws if disability persons are being transported with tie downs and the Local Unit agrees to abide by the County and State of New Jersey policy 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.

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 and the Department of Health & Human Services, Division of Human & Disability Services, naming County of Gloucester and the Department of Health & Human Services, Division of Human & Disability Services as an additional insured.

Neither the County of Gloucester and the Department of Health & Human Services, Division of Human & Disability Services 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 Municipality hereby specifically agrees to indemnify and hold County of Gloucester and Department of Health & Human Services, Division of Human & Disability Services 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 West Deptford Township and its drivers and employees.

The primary insurance policy while the vehicle is being used by West Deptford Township would be West Deptford's insurance policy.

G. REMEDIES.

If a dispute between County of Gloucester, Department of Health & Human Services, Division of Human & Disability Services and Municipality 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 the officers, agents or employees of the Local Unit or County nor any official executing this Vehicle Lending Agreement shall be liable personally on this Vehicle Lending Agreement by reason of the execution hereof by such person or arising out of any transaction or activity 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 1st day of January, 2018, 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 parties to this Vehicle Lending Agreement.

ATTEST:



ANDREA LOMBARDI,
PRINCIPAL PURCHASING ASSISTANT

COUNTY OF GLOUCESTER



PETER M. MERCANTI,
PURCHASING DIRECTOR

WITNESS:



LEE ANN DEHART,
TOWNSHIP CLERK

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, MAYOR