

**RESOLUTION #14-90**

**RESOLUTION OF THE CITY OF WOODBURY AUTHORIZING  
THE EXECUTION OF A BUS PURCHASE AGREEMENT  
WITH THE COUNTY OF GLOUCESTER**

**WHEREAS**, the City of Woodbury and the County of Gloucester have cooperatively purchased a passenger bus under the Capital Transit Investment Plan (CTIP); and

**WHEREAS**, the purpose of the bus is in furtherance of the City's provision of transportation services for the elderly, disabled transit dependent residents primarily and to the general public in the City of Woodbury's established service area; and

**WHEREAS**, the CTIP requires the City of Woodbury and the County of Gloucester to enter into Capital Transit Investment Plan (CTIP) Bus Purchase Agreement substantially in accordance with the terms and conditions set forth in the agreement attached hereto; and

**WHEREAS**, the City of Woodbury's utilization of CTIP requires the utilization of the bus for the purposes set forth and in accordance with the terms of the attached agreement; and

**WHEREAS**, the Mayor and Council have determined that it is the best interest of the health, safety and welfare of the residents of the City of Woodbury that the City enter into the attached Capital Transit Investment Plan (CTIP) Bus Purchase Agreement between the County of Gloucester and the City of Woodbury.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to execute the Capital Transit Investment Plan (CTIP) Bus Purchase Agreement in the form agreement attached hereto.

**ADOPTED** at a regular meeting of the Mayor and City Council of the City of Woodbury on April 22, 2014.

**CITY OF WOODBURY**

By:

  
**WILLIAM H. FLEMING, JR.**  
**President of Council**

**ATTEST:**

  
**ROY A. DUFFIELD, Clerk**

**CAPITAL TRANSIT INVESTMENT PLAN (CTIP)  
BUS PURCHASE AGREEMENT  
BETWEEN COUNTY OF GLOUCESTER  
AND CITY OF WOODBURY**

This bus purchase agreement is made by and between the County of Gloucester (hereinafter referred to as "County") and the City of Woodbury hereinafter referred to as "Municipality"). This bus purchase agreement is promulgated and required by the Capital Transit Investment Plan (CTIP) program established by the Gloucester County Board of Chosen Freeholders.

In consideration for the mutual promises made by and between the County and the Municipality, the parties hereby agree as follows:

1. The parties acknowledge that the County and the Municipality are interested in cooperatively purchasing a passenger bus under the Capital Transit Investment Plan (CTIP).
2. The parties acknowledge that the Municipality currently provides operating funds for transportation services for the elderly, disabled and the general public in an established service area and had indicated its' willingness to continue to do so.
3. The County hereby agrees to title the bus to the Municipality and the Municipality hereby agrees to operate the passenger bus (equipped with wheelchair lift) consistent with the terms and provisions of this agreement. The specific passenger bus' vehicle serial number is 6EEB20560. Said equipment is further specifically described in Appendix "A" attached hereto and made a part hereof. The outside color scheme of the bus shall be uniform with a scheme to be supplied by the County and shall have clearly printed on its' side "Service sponsored jointly by Gloucester County Board of Chosen Freeholders and the Municipality of City of Woodbury".
4. In the event of discontinuance of service by the Municipality, or of any other violation of the terms of this agreement, the Municipality agrees, upon demand of the County, to immediately return said equipment, or the replacement thereof, as the case may be, to the County. Upon default by the Municipality on any of the terms and conditions of this agreement, the County shall have the right to notify the Municipality in writing of said default and the Municipality shall return said equipment or replacement to the County within thirty (30) days, the parties agree that the County is authorized to remove the equipment or its replacement and that the County shall have no further obligation to the Municipality as indicated under paragraph 23 - "Reversion Rights" and paragraph 24 - "Compensation". Without limiting the authority of the County pursuant to this paragraph, the parties acknowledge that upon default, the County may also pursue any action at law or in equity to which the County shall be entitled.
5. The County makes no warranties, expressed or implied, as to the equipment and assumes no responsibility for the condition of the equipment herein.

6. All equipment covered herein must be made immediately available to the County in the event of emergencies. The parties agree that the determination of the existence of an emergency shall be made by the County Emergency Management Coordinator or the County Coordinator of Transportation Services in their sole discretion.
7. The Municipality shall establish routes for said bus and schedule the number of daily trips which meet the Municipality's needs. A copy of said schedule shall be forwarded to the Department of Human Services, Division of Transportation Services.
8. The Municipality hereby agrees to operate said vehicle in accordance with requirements established by the Americans with Disabilities Act (ADA) legislation of 1990.
9. If "substantial" service changes are proposed by the Municipality, a public hearing will be required. Substantial changes include the elimination of 25% or more of the route mileage on an established route or the establishment of a new transit route. The County Department of Human Services can be contacted if clarification is needed concerning the need for a public hearing. Adequate public notice as mandated by the state "Open Public Meetings Act" is necessary before a public hearing can be held. Generally, the hearing shall comply with all applicable County and State regulations. The Municipality shall be responsible for all costs associated with the conduct of said hearing.
10. The Municipality shall report to the County any changes it desires to make on its' routes and schedules, seventy-two (72) hours before it institutes such a change. The Municipality shall also submit to the County a "trip log" containing hours and miles of operation, passenger counts and expenses for each month. The form of said log shall be supplied by the County. The County shall also have the right to review with the Municipality any changes it may suggest to improve service.
11. The Municipality shall pay all expenses in connection with the use and operation of the equipment, including, but not limited to; repairs, maintenance, fuel, personnel and the like.
12. The County shall have the right to inspect the equipment at any time or place as long as said inspection does not interfere with the regular provision of service. The Municipality will conduct regular safety inspections of the equipment and will take responsibility for meeting any safety requirements established by local, state, or federal regulation.
13. The Municipality shall make all necessary repairs and see to all necessary maintenance of the equipment. The Municipality shall complete such work and secure said maintenance without interruption of scheduled service, subject to delays encountered in receipt of materials and parts or repairs. The Municipality will conform to all applicable standards of the Department of Transportation of the State of New Jersey. Replacement parts or units must be factory replacement parts, or parts purchased from a reputable supply house which deals in replacement parts equal to or better than original equipment. In no instance will replacement parts be used or permitted which are rated less than manufacturer's specifications.

The Municipality shall maintain the equipment in good working order and repair and in conformance with the manufacturer's recommendations so as to maintain any vehicle warranty and ensure maximum benefit under said warranty. The County shall have the right to inspect each unit and the Municipality's records with respect thereto as shall be reasonably necessary to confirm the Municipality's proper maintenance of the equipment. The Municipality shall correct promptly any unsatisfactory items reported by such inspections, provided these may be reasonably considered as deficiencies in maintenance. The County may order repairs to be made at any time to ensure that each piece of equipment be readily available for safe, efficient, and dependable service in accordance with the requirements of any governmental agency. The Municipality will not be permitted to operate the equipment under this agreement with re-treaded or re-grooved tires under any conditions. The parties agree that the County of Gloucester has the right to order tires removed when tread depth, side wall deterioration, or deep cuts are deemed to make further operation unsafe.

A copy of maintenance records shall be forwarded to the Department of Human Services, Division of Transportation Services on a monthly basis if requested.

14. The Municipality shall indemnify, protect and save harmless the County, its' officers, agents and employees from claims and costs of every kind and description to which it may be subjected by reason of injury to person or damage to property resulting from the maintenance and operation of such equipment. The Municipality shall assume all liability for injury, death, and/or property damage occasioned by, caused by, or arising out of its' possession, maintenance, operations or use of the equipment.
15. The Municipality shall obtain, pay for and maintain liability insurance for injury, death and/or property damage occasioned by, caused by or resulting out of its' possession, maintenance, operation or use of equipment in amounts designated by the County and shall furnish the County with certificates of said insurance. Minimum levels of coverage for personal injury protection and property damage protection shall be combined single limit of \$1,000,000.00 per occurrence.
16. The Municipality shall bear all risks of damage, loss, theft or destruction of the equipment, including acts of its' employees, shall insure the equipment against said loss, damage and the like (including comprehensive and collision insurance), and shall furnish the County with certificates of said insurance, which insurance shall name the County as a loss payee and additional insured. Any resultant replacement, repairs or substitution of parts shall be at the cost and expense of the Municipality. In the event of total destruction of said equipment, 50% of insurance proceeds shall be distributed to the County. The County at its' discretion, may return its' portion of insurance proceeds to the Municipality for the purchase of a comparable vehicle, if said Municipality indicates an interest in procuring a replacement vehicle. The insurance described in this paragraph shall be in amounts and with providers acceptable to the County. Comprehensive and collision insurance deductible limits shall not exceed \$500.00 per accident for the first five (5) years of the vehicle's life.

17. No fares may be charged for transportation on this equipment. Any violation of this paragraph shall be considered a specific default and the equipment shall be immediately returned to the County.
18. This vehicle, although available to the general public, has been required by the County and the Municipality to increase transportation opportunities specifically for the elderly, disabled and other transit-dependent residents of the Municipality's service area.
19. The vehicle should be used to provide mass transportation services, including, but not limited to, the following activities:
  - shopping
  - non-emergency medical appointments
  - legal and other business appointments
  - senior lunch program
  - education/employment opportunities
  - human/social service appointments
20. In addition to the above list of mass transportation services, "incidental" uses are also allowed. Incidental service must not interfere with regular mass transportation services.

Transportation services provided must not include:

- weekday charters which require buses to travel more than seventy-five (75) miles beyond the grantees (Gloucester County) urban area, or
- weekday charters which require the use of a particular bus for more than a total of eight (8) hours in any one day.

Incidental "charter-type" service may be provided with the number of trips not to exceed twelve (12) per year and meeting the criteria listed above.

Charter-type trips must be specifically for the benefit of elderly, disabled and/or low-income residents of the municipality. The bus must not be utilized to benefit the following types of groups, including, but not limited to; athletic teams, youth organizations, non-profit agencies not affiliated with the elderly, disabled or low-income.

In addition, no fares may be charged for charter-type service. Furthermore, no operator of equipment shall engage in school bus operations using buses, facilities, or equipment per the Urban Mass Transportation Act of 1964 and amending legislation. Any objection raised by area private operator(s) regarding charter-type operations by a municipality may be cause for a hearing between the private operator(s), County and Municipality. The parties hereto agree that the result of any hearing may be grounds for an amendment to the charter-type services clause.

21. The vehicle must not be used to provide mass transportation services in competition with or supplementary to the service provided by an existing mass transportation service.
22. The Municipality shall be responsible not to violate County rules and regulations concerning the use of equipment.
23. Reversion Rights - In the event that the municipality is unable to continue operating the bus due to financial considerations or has demonstrated an unwillingness to operate the vehicle in accordance with the terms and conditions of this agreement, the bus shall be returned to County per paragraph 4 and paragraph 24.

Disputes regarding improper vehicle usage and/or violations of the agreement will be initially heard by the Gloucester County Local Citizen's Transportation Advisory Committee (LCTAC). The LCTAC will make every effort to resolve disputes between the County and Municipality. Disputes remaining unresolved will be directed to the Gloucester County Board of Chosen Freeholders. The Gloucester County Board of Chosen Freeholders will have sole authority to implement paragraph 4 and paragraph 23 of this agreement.

24. Compensation - The following compensation formula has been developed in the event that the municipality is unable to continue operating the vehicle due to financial considerations or has demonstrated an unwillingness to operate the vehicle in accordance with the terms and conditions of this agreement.

In the event equipment is returned to the County under this agreement due to default or a discontinuance of services by the Municipality, the County hereby agrees to the following compensation formula:

- Vehicle with less than 12,000 miles and less than one year old - \$20,000.00.
- Vehicle with less than 24,000 miles and less than two years old - \$12,000.00.
- Vehicle with less than 36,000 miles and less than three years old - \$5,000.00.
- Vehicles over 36,000 miles or over three years old will be returned to the County for zero compensation to the Municipality.

The County will have a period of one (1) year from the date of forfeiture to pay compensation to the Municipality.

Compensation will not be paid during litigation. Any legal fees borne by the County due to the return of the vehicle will be deducted from the compensation amount.

The need for vehicle repair in excess of \$100.00 upon return of the vehicle will be the responsibility of the Municipality. Repair costs above \$100.00 will be deducted from the compensation amount.

The parties to this agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4 and P.L. c. 127 dealing with discrimination in employment of public contracts and the

rules and regulations promulgated pursuant thereto are hereby made a part of this agreement and are binding upon them.

During the performance of this agreement, the Municipality agrees as follows:

- a) The Municipality will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or liability for service in the Armed Forces of the United States of America. The Municipality will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment without regard to items as previously noted.
- b) The Municipality, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, sex, etc.
- c) The Municipality, where applicable, will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Municipality's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants of employment.

25. Applicable Law. The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

This agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted from here and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

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ROBERT N. DILELLA, CLERK

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ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CITY OF WOODBURY

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WILLIAM J. VOLK, MAYOR