

**THE COMMISSIONERS OF FIRE DISTRICT NO. 1  
IN THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER**

**Resolution 2018-08**

**Authorizing Sale of Surplus Property**

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WHEREAS, the Fire District is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Commissioners are desirous of selling said surplus property in an “as is” condition, for nominal compensation of One Dollar and Zero Cents (\$1.00) without express or implied warranties to another public body within the State of New Jersey who has expressed a need and desire for use of such property for public purposes; and

WHEREAS, the Fire District has determined that it is in the best interests of the public safety, health and well-being of the residents of the Fire District, and in particular the cooperation and shared services provided between the Fire District and such other public body, that such surplus property be transferred with nominal compensation

NOW THEREFORE, be it RESOLVED, by the Commissioners of Fire District No. 1 in the Township of Deptford, County of Gloucester, at a duly-authorized and noticed public meeting of the Commissioners held on March 7, 2018, as follows:

(1) The surplus property listed below shall be sold from the Fire District to the public body, American Legion Ambulance Association, effective as of March 7, 2018:

a. Ford Explorer, Model Year 2005, VIN No. 1FMZU72K65UA28738, Odometer Reading 121426.

b. Ford Crown Victoria, Model Year 2001, VIN No. 2FAFP71W31X118358, Odometer Reading 110912.

(2) Such transfer of such surplus property shall be for nominal compensation but also in an “as is” condition, and without any express, implied or other representations and warranties, and subject to the express condition that such public body assumes and accepts all liabilities for any claims, damages, lawsuits or injuries resulting from the use of such surplus property at any time after the effective date of such transfer. As a condition of such transfer, such public body agrees to execute the form of Agreement attached hereto as Exhibit A.

(3) The public body receiving such equipment shall be responsible for the obtaining and maintenance of all necessary insurance for such surplus property, beginning on the effective date of such transfer.

(4) Chairman, Michael White, or his designee, shall be authorized to execute any and all documents necessary for such transfer of public property, including title documents.

	YES	NO	ABSTAIN
<u>MICHAEL WHITE, CHAIRMAN</u>	_____	_____	_____
<u>RAYMOND MACKAY JR, TREASURER</u>	_____	_____	_____
<u>JOSEPH NILSEN, SECRETARY</u>	_____	_____	_____
<u>GEORGE FRANK, COMMISSIONER</u>	_____	_____	_____
<u>ROBERT SHEAIRS, COMMISSIONER</u>	_____	_____	_____

**EXHIBIT A**

**WAIVER & HOLD HARMLESS AGREEMENT OF ALL CLAIMS FOR ANY DAMAGES RELATING IN ANY WAY TO THE USE OF VEHICLES SOLD BY THE DEPTFORD BOARD OF FIRE COMMISSIONERS.**

WHEREAS, the Deptford Board of Fire Commissioners (“Board”) and American Legion Ambulance Association (“Public Body”) desire to enter into an agreement for the purchase by the Public Body from the Board on behalf of Deptford Fire District No. 1, in the amount of \$1.00 each for the following vehicles/surplus property of the Fire District:

- a. Ford Explorer, Model Year 2005, VIN No. 1FMZU72K65UA28738, Odometer Reading 121426.
- b. Ford Crown Victoria, Model Year 2001, VIN No. 2FAFP71W31X118358, Odometer Reading 110912.

WHEREAS, the Public Body desires to purchase said vehicle for use other than active service from the Board, in exchange for a hold harmless agreement.

IT IS THEREFORE AGREED as follows:

(5) The Board agrees to sell, and the Public Body agrees to purchase, the Vehicles listed above for \$1.00 (One Dollar and Zero Cents) for each Vehicle.

(6) The Public Body acknowledges that it is accepting this vehicle “**as is**” and is hereby agreeing to waive any and all warranties, representations, and other promises regarding the condition of and quality of said vehicle.

(7) The Public Body agrees to defend, indemnify and hold harmless the Board for any and all claims, lawsuits, injuries or damages which may result from the use of said vehicle, and agrees to defend and indemnify the Board from any and all such claims. Further, this duty to defend and indemnify shall not be extinguished by any immunity including but not limited to the Worker’s Compensation immunity which the Public Body hereby waives for the purpose of this agreement.

(8) The Public Body hereby acknowledges that, from the date of this agreement, it will be responsible for all maintenance, insurance, registration, taxes, fees and all other costs associated with said vehicle.

(9) This agreement shall become effective on the date of signing and shall not be modified or changed in any way unless in a writing fully executed by both parties, acting with the full authority and consent of the respective organizations their signatories hereto.

Each signatory below expressly authorizes that they have the express authority to sign this agreement on behalf of their respective organizations, and that each organization has expressly ratified and approved a Resolution authorizing the signatory to execute this agreement. Copies of the respective Resolutions from both organizations are attached hereto as Exhibit "A".

DATE: \_\_\_\_\_

Authorized representative of American Legion Ambulance Association

DATE: \_\_\_\_\_

Authorized representative of the Deptford Board of Fire Commissioners