

RESOLUTION NO. 2021- 623

A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE AND SETTLEMENT AGREEMENT BETWEEN
JAMES BUZBY, III AND THE CITY OF VINELAND

WHEREAS, James Buzby, III commenced suit in the United States District Court for the District of New Jersey under Civil Action No.: 1:19-cv-13640 RBK-JS (Civil Suit), naming the City of Vineland and Vineland Police Officer Jonathan Rodriguez as Defendants regarding allegations more specifically set forth therein; and

WHEREAS, all of the Defendants named therein and named in the Release and Settlement Agreement deny each and every allegation of liability contained in the Civil Suit; and

WHEREAS, in consultation with the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and Qual-Lynx, the City's insurance representatives, it was recommended that for purposes of economy regarding the cost to continue the defense through trial, it is best to consider a settlement in the amount of \$75,000.00; and

WHEREAS, the Release and Settlement Agreement shall act as a full satisfaction, shall not reflect an admission of liability and shall be made for the sole purpose of terminating the litigation between the parties.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Release and Settlement Agreement by and between James Buzby, III and the city of Vineland in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, [consisting of three pages] dated December 13, 2021, is given BY: **JAMES BUZBY, III**, collectively referred to in this Release as "I", "me" and Releasor"); TO: **CITY OF VINELAND; GLOUCESTER, SALEM, CUMBERLAND COUNTIES MUNICIPAL JOINT INSURANCE FUND; and QUAL-LYNX;** (collectively referred to in this Release as "you" and "Releasee"). If more than one person signs this Release, "I", "me", and "Releasor" shall mean each person who signs this Release. "You" and "Releasee" include any and all agents and employees of each Releasee, and it is specifically intended that all such agents and employees are covered by this Release.

1. RELEASE: I release and give up any and all claims and rights which I may have against you, except those things which may remain to be done according to the terms of this document. This releases all claims and rights which I may have had against you at any time, including any and all claims which are not specifically mentioned in this Release, and any claims and rights which I may hereafter have against you. This Release applies to claims resulting from anything which has happened up to now. More specifically, but not in limitation, I release the following claims:

ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED, including but not limited to claims for compensatory and punitive damages, all claims for loss of income, all claims for attorneys fees and costs and all claims for all other losses, including claims of pecuniary loss, injury or damage, sustained by Releasor. It is expressly understood and agreed by me that a substantial reason and consideration for you in settling this matter and agreeing to pay the monies set forth in this Release, is that his settlement, releases and eliminates any and all claims which I or others may have now or in the future. I further understand and agree that by executing this Release and accepting the money set forth below, I acknowledge that I have received fair, just and adequate consideration for any and all claims. This Release arises out of the incident which is the subject of an action filed in the United States District Court for the District of New Jersey, Camden Vicinage, under Civil Action No.: 1:19-cv-13640 RBK-JS entitled James Buzby, III v. City of Vineland and Officer Jonathan Rodriguez.

I further understand and agree that if any claims are made against you at any time in the future by the Releasor directly, or by others claiming to be beneficiaries or representatives, of the Releasor, for damages that you shall be entitled to be indemnified by the Releasor, for any sums expended in paying any such claims and/or defending against said claims, including but not limited to attorney's fees, all costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including but not limited to attorneys' fees, costs of suit, and interest.

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It is further understood and agreed that the acceptance of said money is in full accord and satisfaction, and in compromise of, all disputed claims, and that the payment thereof is not an admission of liability but is made by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and/or Municipal Excess Liability Fund with the authorization of the City of Vineland for the sole purpose of terminating the litigation between the parties.

2. LIENS: I hereby certify that no liens exist against the proceeds of this settlement that are being paid to me or that if any liens do exist, they will be paid in full, or compromised and released by me from the amount stated in paragraph 4 of this Release. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens, including but not limited to attorney's liens, child support liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Releasor's attorney has investigated the existence of such liens and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, my attorney and I agree to indemnify and hold you harmless in connection with any claims made against you by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor and Releasor's attorney will indemnify and hold you harmless for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees, costs of suit, and interest.

3. PAYMENT: I have been paid a total of **\$75,000.00 (Seventy-Five Thousand Dollars)** in full payment for making this Release. I agree that I will not seek anything further, including any other payment from you.

4. WHO IS BOUND: I am bound by this Release. Anyone who succeeds to my rights and responsibilities, and all heirs, executors, and administrators are also bound. I specifically understand that all of the terms and conditions of the Release are for the benefit of, and are binding upon, me, my heirs, and anyone else who succeeds to my rights and responsibilities.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT: I represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it; and that I have not sold, assigned transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

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6. REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that the terms of this Release have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted by me.

7. GOVERNING LAW: This Release shall be governed by, and construed and interpreted according to, the laws of the State of New Jersey.

8. ADDITIONAL DOCUMENTS: All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

Witnessed or Attested:

JAMES BUZBY, III

STATE OF NEW JERSEY :
:SS.:
COUNTY OF _____ :

I CERTIFY that on _____, 2021, James Buzby, III, came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.

Notary Public