

EXHIBIT A



COUNTY OF ESSEX

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

INDEMNITY AND HOLD HARMLESS AGREEMENT

For and in consideration of having been granted a permit for conducting physical improvements within an Essex County Right-of-Way on the Undersigned's premises, the Undersigned hereby indemnifies and holds harmless the County of Essex including but not limited to its Department of Public Works, Division of Engineering and their respective officers, employees, agents elected and appointed officials from and against any and all claims, judgments, causes of action, cost or expenses asserted against or incurred by them or any of them arising out of any accident or injury asserted against or incurred by them or any of them arising out of any accident or injury sustained by any person(s) at the location during the period and after the expiration of the issued permit occasioned by the work performed by the Undersigned.

The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation therefrom on any matters arising from or otherwise related to the Undersigned's participation in this improvement have been knowingly and willingly relinquished by the Undersigned under this Agreement.

By affirming his/her signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The undersigned is authorized and holds the actual authority as the legally authorized owner/representative of the premises to enter this agreement.

In witness whereof I/We have hereunto set my/our hand and seal the _____ Day of _____ in the year _____

Property Location: _____

Type of Improvement: _____

Owner/Representative's Name: _____

Signature of Legally Authorized Owner/Representative:

Printed Name: _____

MEMORANDUM OF UNDERSTANDING

POSTING OF TOWNSHIP EQUIPMENT ON COUNTY PROPERTY AND RIGHTS OF WAY

This Memorandum of Understanding (“Memorandum”) between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of new Jersey (hereinafter, the “Township”), located at 66 Main Street, West Orange, New Jersey 07052, and the COUNTY OF ESSEX (hereinafter the “County”) located at 465 Dr. Martin Luther King Jr. Blvd, Newark, NJ 07102, contains the entire understanding of the parties as follows:

WHEREAS, local law enforcement agencies often seek the aid of other government entities in their efforts to combat crime, protect life and property and promote public safety; and

WHEREAS, in order to address public safety concerns, the Township and the County propose to engage in a joint initiative whereby the Township's Police Department may install and maintain surveillance cameras and equipment on traffic signals and within rights of way all belonging to the County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do agree as follows:

SECTION I

TERM

The initiative shall become effective upon execution by the Mayor or her designee and the Township Chief of Police and shall continue until either side terminates this Memorandum under the provisions of Section IV below

SECTION II

DUTIES

The installation, operation, maintenance, ownership and removal (if necessary) of the Township's surveillance cameras and equipment on the County's property shall be the exclusive duty, responsibility and property of the Township. The duty of the County shall be to cooperate with the Township to insure that the Township has access to the surveillance cameras and equipment on an “as needed” basis. These duties and responsibilities of this Memorandum shall be subject to the protocols, directives and decisions of the Township Chief of Police and County Executive of Essex County, or their respective designees.

In consideration of the use of Essex County Traffic Signals and Rights of Way for the installation and maintenance of surveillance cameras from the date of the Township's execution until this Memorandum is terminated under Section IV below, the Township agrees to indemnify and save harmless the County of Essex, its elected and appointed officials, directors, department heads, officers, agents, servants and employees, against any and all liability, claims, judgments in

connection with the initiative to install, operate maintain and remove (if necessary) the Township's surveillance cameras and equipment on the County's property and rights of way, including but not limited to claims based upon negligence by the way of commission or omission on the part of the Township, its police department, officers, agents, servants and employees. This indemnification shall include but is not limited to any third-party claims, demands, causes of action, judgments, costs of litigation for bodily injury, death, personal injury and/or property damage occurring as a result of the Township's equipment being on the premises in whole or in part. This indemnification does not extend to liability arising from the intentional, tortious or negligent acts or omissions committed by the directors, department heads, officers, agents, servants and employees of the County, nor any condition of the rights of way or traffic signals or owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of surveillance cameras and equipment.

SECTION IV

TERMINATION

The parties agree that either party may cancel this Memorandum upon thirty (30) days written notice of termination. Upon termination, the Township shall remove all equipment from the County's property and rights of way within sixty (60) days.

SECTION V

ENTIRE CONTRACT

This Memorandum sets forth all covenants, promises, agreements, conditions and understandings between the parties as it concerns the specific matter addressed herein. There are no oral agreements or understandings between the parties hereto affecting or modifying this Memorandum.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on this _____ day of _____, 2024

ATTEST:

Karen Carnevale, Municipal Clerk

Mayor Susan McCartney

Chief James Abbott, Chief of Police

Date: _____

WITNESS: _____

THE COUNTY OF ESSEX: _____