

MEMORANDUM OF UNDERSTANDING POSTING OF TOWNSHIP EQUIPMENT ON COUNTY PROPERTY AND RIGHTS OF WAY

This Memorandum of Understanding between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey (hereafter "Township"), located at 66 Main Street, West Orange, New Jersey 07052, the Township's Department of Public Works, and the directors, officers, employees and agents of each, and the **COUNTY OF ESSEX** (hereafter "County"), located at 465 Dr. Martin Luther King, Jr., Boulevard, Newark, New Jersey 07102, contains the entire understanding of the parties as follows:

WHEREAS, the Township's Department of Engineering, intends to promote public safety for residents and visitors of the Thomas Edison National Historic Park along Main Street at Lakeside Avenue;

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 Department of Public Works may install and maintain rectangular rapid flashing beacons (RRFB) 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 Township's Mayor and Director of Public Works and shall continue until either side terminates this Memorandum of Agreement under the provisions of Section IV below.

SECTION II

DUTIES

The installation, operation, maintenance, and removal (if necessary) of the Township's rectangular rapid flashing beacons (RRFB) and equipment on the County's property shall be the exclusive duty and responsibility of the Township, its elected officials, department heads, officers, agents, servants and employees. At all times during the life of this Memorandum shall the rectangular rapid flashing beacons (RRFB) and equipment remain the property of the Township. The duty of the County shall be to cooperate with the Township to insure that the Township has access to rectangular rapid flashing beacons (RRFB) and equipment on an "as-needed" basis. These duties and responsibilities of this Agreement shall be subject to the protocols, directives and decisions of the Business Administrator of the Township of West Orange, and the County Executive of Essex County, or their respective designees.

SECTION III

HOLD HARMLESS PROVISION

In consideration of the use of Essex County Rights of Way for the installation and maintenance of rectangular rapid flashing beacons (RRFB) from the date of the Township's execution in perpetuity or until this Agreement is terminated under the provisions of Section IV below, the Township and its Department of Public Works agree 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, demands, attorney's fees and expenses, arising out of, or related to, or in connection with the initiative to install, operate, maintain and remove (if necessary) the Township's rectangular rapid flashing beacons (RRFB) 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 Township, its Department of Public Works, or its elected officials, department head, 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 (including reasonable attorney fees) 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 elected and appointed officials, directors, department heads, officers, agents, servants, and employees of the County, nor any condition of the rights of way owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of rectangular rapid flashing beacons (RRFB) and equipment.

SECTION IV

TERMINATION

The parties agree that any other initiative memoranda of understanding or agreement(s) executed between the parties shall be null and void after execution of this memorandum and that this memorandum shall be in full force and affect upon its execution. The parties agree that either party may cancel this memorandum of understanding 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 VI

ENTIRE CONTRACT

This memorandum sets forth all covenants, promises, agreements, conditions, and understandings between the parties. There are no oral agreements or understandings between the parties hereto affecting or modifying this agreement.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed on this 23rd day of July, 2024.

Attest:

The Township of West Orange:

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan McCartney, Mayor