

**MEMORANDUM OF UNDERSTANDING FOR THE INSTALLATION OF LED
RECTANGULAR RAPID FLASHING BEACONS (RRFB), AND POSTING OF
TOWNSHIP EQUIPMENT ON COUNTY PROPERTY AND RIGHT OF WAY**

This Memorandum of Understanding (hereinafter the “Agreement”) between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey (hereafter the “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 the “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 Public Works, intends to promote public safety for residents and students along Gregory Avenue (County Route 577) and its intersection with Mitchell Street and Gregory Place crosswalk (hereinafter referred to as the “County Right of Way”); and

WHEREAS, in order to address public safety concerns, the Township and the County propose to engage in a joint initiative whereby the Township and its contractors may install and maintain four (4) LED Rectangular Rapid Flashing Beacons (RRFB) (hereafter “Improvements”) within the County Right of Way.

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

**SECTION I
TERM**

The Agreement shall become effective upon execution by the Township's Mayor and Director of Public Works and shall continue until either side terminates this Agreement

under the provisions of Section IV below.

SECTION II DUTIES

The installation, operation, maintenance, and removal (if necessary) of the Township's Improvements 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 Agreement the Improvements and equipment shall remain the property of the Township. The duty of the County shall be to cooperate with the Township to ensure that the Township has access to the Improvements and equipment on an "as-needed" basis.

The duties and responsibilities under 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 the Improvements 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 Improvements and equipment on the

County's property and right of way, including but not limited to claims based upon negligence by the way of commission or omission of 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 four (4) LED Rectangular Rapid Flashing Beacons (RRFB).

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 Agreement and that this Agreement 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 day 4th of August, 2026.

Attest:

The Township of West Orange:

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

Susan McCartney, Mayor