

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** (hereafter "Agreement") made on this _____ day of _____, 20__, by and between the COUNTY OF PASSAIC, a corporate body politic with its principal office at 401 Grand Street, Paterson, New Jersey 07505 (hereafter "County") and the BOROUGH OF POMPTON LAKES, a corporate body politic with its principal office at 25 Lenox Avenue, Pompton Lakes, New Jersey 07442 (hereafter "Borough").

WITNESSETH:

WHEREAS, the County has undertaken the installation of one (1) rectangular rapid flashing beacon (hereafter "Beacon"), crosswalk striping, stop bars, ADA curb ramps, and signage for a crosswalk approximately located near 219 Wanaque Avenue in the Borough of Pompton Lakes (hereafter "Project"); and

WHEREAS, the County will pay for the Project using the Borough's Corridor Enhancement Funds; and

WHEREAS, for the conditions and covenants as set forth herein, upon completion of the Project by the County, ownership of the Beacons shall be with the Borough; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by referenced herein.
2. Section Headings. The section headings are solely for reference purposes and neither limit of expand upon the language in each section of the Agreement.
3. Project Management. The County will serve as the project manager of the Project, specifically, the County will install one (1) rectangular rapid flashing beacon and ensure that there is crosswalk striping.
4. Ownership of the Pedestrian Beacons. Upon completion of the Project, and approval by the County Engineer and Borough Engineer, the Borough agrees to accept ownership and all maintenance responsibilities of the Beacon, including, but not limited to, lights, detection equipment, controllers, cables, conduit, poles and mast arms, maintenance of all equipment, performance of any repairs, all electrical costs, regulatory signing, parking prohibitions, and subsequent striping and pavement markings.
5. Borough Compliance with Laws and Regulations. The Borough agrees to comply with all applicable rules, regulations, statutes promulgated by the State of New Jersey and/or federal government, and any resolutions

and/or ordinances duly authorized by the Board of County Commissioners of the County of Passaic.

6. Insurance. The Borough will be named in all insurance and bond requirements to be produced by the contractor for the Project, as the case may be.
7. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.
8. Indemnification. To the fullest extent allowable by the law, the Borough, their successors, and assigns shall hold harmless, indemnify, defend, and release the County and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the County.
9. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended or modified without the express written consent of all Parties. No oral statement of representation of any person shall in any manner or degree modify the terms and provisions of this Agreement unless it is expressly and specifically incorporated in this Agreement. All unincorporated oral statements and representations shall be null and void.
10. Severability. If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum, such provisions, terms and clauses shall be deemed severable, such that the other provisions, terms and clauses contained in this Agreement shall remain valid and binding on all Parties.
11. Governing Law and Forum. The Parties agree that the laws of the State of New Jersey shall govern this Agreement and Release and the Parties will submit to the jurisdiction of the New Jersey courts for the resolution of any dispute that may arise hereunder.

12. Authority. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter and bind their organization by all provisions contained therein.

Signature page to follow

IN WITNESS WHEREOF, the Parties have caused these presents to be signed by the proper corporate officers and have caused their seals to be affixed by the day and year.

Witness:

COUNTY OF PASSAIC:

Louis E. Imhof, III
Clerk to the Board

Pasquale Lepore, Director
Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
County Counsel

Witness:

BOROUGH OF POMPTON LAKES:

Elizabeth Brandsness
Municipal Clerk

Michael Serra
Mayor