

TRAFFIC SIGNAL AGREEMENT

This **TRAFFIC SIGNAL 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 WEST MILFORD TOWNSHIP, a corporate body politic with its principal office at 1480, Union Valley Road, West Milford, New Jersey 07480 (hereafter "Township").

WITNESSETH:

WHEREAS, the County plans to undertake an intersection improvement project for Union Valey Road, Lakeside Road, Greenwood Lake Turnpike, and Stainsby Road ("Project"), within the Township along the County roadways; and

WHEREAS, the Project includes the installation of a new traffic signal and curb construction on the corners at the intersection of Union Valley Road, Lakeside Road, Greenwood Lake Turnpike, and Stainsby Road ("Traffic Signal"); and

WHEREAS, for the conditions and covenants as set forth herein, upon completion of the Project by the County, ownership of the Traffic Signals shall be by the Township; 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 reference 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 and Township will coordinate the plans and details of the Project. The Township will fund the design and construction of the improvement. The Township will be responsible for the bid advertisement and award of contract for the construction of the Project. The County consents to the installation of the Traffic Signal and appurtenance on the County roadways.
4. Ownership of the Traffic Signals. On completion of the Project, and approval by the County Engineer and Township Engineer, the Township agrees to accept ownership and all maintenance responsibilities of the Traffic Signal, 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 striping and pavement markings.
5. Municipally Owned Cross Streets. The County and Township acknowledge and recognize that there are two municipally owned cross streets as part of the Project, specifically Alps Road Extension and Grandview Drive.

6. Township Compliance with Laws and Regulations. The Township agrees to comply with all applicable rules, regulations, and 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.
7. Insurance. The Township will be named in all insurance and bond requirements to be produced by the contractor for the Project, including, but not limited to, performance bonds and two (2) year maintenance bonds upon acceptance of the Project by the County.
8. 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.
9. Indemnification. To the fullest extent allowable by the law, the Township, their successors, and assigns shall hold harmless, indemnify, defend, and release the County and their members, directors, officers, employees, agents, 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.
10. 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.
11. 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.
12. 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.

13. 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.

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

John W. Barlett, Esq., Director
Passaic County Board of Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
County Counsel

Witness:

TOWNSHIP OF WEST MILFORD:

Bill Senande,
Township Clerk

Michele Dale,
Mayor