

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF PASSAIC**

**AND**

**COUNTY OF BERGEN**

**AND**

**COUNTY OF HUDSON**

This Memorandum of Understanding ("MOU") is made and entered into between Passaic County ("Passaic"), whose address is 401 Grand Street, Paterson, New Jersey 07505, Bergen County ("Bergen"), whose address is One Bergen County Plaza, Hackensack, New Jersey 07601, and Hudson County ("Hudson"), whose address is 567 Pavonia Avenue, Jersey City, New Jersey 07306.

1. **PURPOSE.** The purpose of this MOU is to create an obligation of Passaic, Bergen, and Hudson to enter into a shared services agreement ("SSA") pursuant to N.J.S.A. 40A:65-1, et seq. for joint medical examiner services to be provided by the Bergen County Medical Examiner's Office and to share in the bond costs for improvements to the Bergen County Medical Examiner's facility. Such improvements are necessary to enable Bergen to provide Medical Examiner's services to Passaic and Hudson. While the many of the terms of the SSA are included herein, the term of the SSA will not commence until such time as Passaic and Hudson no longer receive Medical Examiner Services through the Northern Regional Medical Examiner's Office ("NRMEO"). This MOU delineates the role and responsibilities of the Parties hereto as they relate to providing for and performing the services of Medical Examiner for Passaic, Bergen, and Hudson Counties.

2. **BACKGROUND.** Currently, the NRMEO provides medical examiner services to four (4) counties, including Hudson and Passaic. Over the past decade, the Counties have experienced a series of service delays and issues while working with NRMEO, as outlined in the Feasibility Study of Shared Medical Examiner Service Between Bergen, Passaic, and Hudson Counties, issued by Perselay Associates, Inc. These issues caused major delays to prosecutors, funeral directors, and families of the decedents, among other issues. In order to mitigate these issues, the counties of Hudson and Passaic (the "Counties") intend to enter into an SSA with Bergen County.

3. **TERM OF MOU.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the parties' respective counties and shall remain in full force and effect as to each respective Party.

The execution of this MOU shall bind Passaic and Hudson to pay for the bond payments, along with Bergen, even while they are receiving services from the NRMEO. This MOU shall continue through the term of the SSA, even if either Passaic or Hudson withdraw from the SSA at a later date.,

4. **RESPONSIBILITIES OF BERGEN COUNTY.** Bergen County shall provide medical examiner services to the Counties that include, but are not limited to:

- a. Selection, hiring and employment of all Medical Examiner ("Office") staff;
- b. Supervision and training of Office staff;
- c. Development and maintenance of the Office and staff procedures;
- d. Sole duty and responsibility for implementation of office policies, including but not limited to employees and employee work schedules as permitted by law and County of Bergen Policies.
- e. Timely and accurate production of required documents and reports;
- f. Communicate with and train law enforcement and other first responders of each respective Party to ensure efficient and effective coordination with the Office;
- g. Monthly reporting of Medical Examiner activity to the Board of County Commissioners of each of the Counties.

5. **RESPONSIBILITIES OF THE COUNTIES.**

- a. **RESPONSIBILITIES PRIOR TO EXECUTION OF THE SSA.** Passaic and Hudson shall contribute to the debt services/capital costs incurred in order to construct the facility improvements for a period of ten years. Hudson and Passaic will be bound to pay debt service costs upon execution of the MOU for a period of ten (10) years regardless of whether either or both ever commence receiving services, with payments not commencing until Passaic and Hudson begin utilizing the services. (See attached **Exhibit A**). Additionally, Passaic and Hudson will contribute towards any consultant fees using a bi-annual, pro rata share formula to be determined prior to executing the SSA.
- b. Passaic and Hudson shall notify the Northern Regional Medical Examiner's Office of their intention to withdraw from their agreement no later than December 15, 2025.
- c. **RESPONSIBILITIES AFTER EXECUTION THE SSA.** The Counties shall provide resources as are necessary and specified in the SSA to be executed at a later date, in order to support the Office, subject to the limitations of the respective Counties' Budgets. The Counties shall reimburse Bergen County on a pro-rata basis for all costs incurred in the Office's provision of medical examiner services to the Counties. The pro rata share of each county shall be determined by reference to the number of death investigations (including autopsies, views, and releases, all of

which shall be weighted equally) performed for such county, measured against the total death investigations performed by the Office pursuant to the SSA. As to all debt services/capital costs line items for any improvements to the Office and its facilities, said totals shall be amortized for a period of ten (10) years and the apportionment of same applicable to Hudson and Passaic, respectively, will be apportioned in line with the standing Northern Regional Medical Examiner Agreement. Additionally, each county shall be responsible for the unclaimed/indigent burials for decedents in each of their respective counties.

**6. RESPONSIBILITIES OF THE MEDICAL EXAMINER.** The Medical Examiner shall appear as an expert witness for criminal cases including hearings, trials, or depositions in connection with work performed as the Medical Examiner. Such appearances shall be without additional charge to Hudson or Passaic. The Medical Examiner shall provide consultations with law enforcement, prosecutors, and families seven days a week.

**7. TERMS OF THE SHARED SERVICES AGREEMENT.** The Parties agree to the following framework terms of a SSA, subject to approval by the respective governing bodies:

- a. If the Parties choose to enter into an SSA, the term of said SSA would be for ten (10) years from the date of execution with an option to renew for an additional ten (10) years.
- b. The Bergen County Medical Examiner's Office is located at 351 E Ridgewood Avenue, Paramus, New Jersey 07652. The cost of operating the facility shall be borne by the parties, as set forth herein, and when possible, supplemented by grants and other resources secured by Bergen, and Bergen shall provide all duties and assume all responsibilities required of it pursuant to N.J.S.A. 26:6B-1, et seq.
- c. All maintenance and service contracts, and the liability thereof, shall be assigned to Bergen.
- d. Any replacement of major equipment that is to be funded by the Counties, and will not exceed \$100,000 annually, shall be apportioned on a cost allocation plan separate and apart from the schedule of compensation established by the parties. Bergen shall notify the Counties at least ninety (90) days prior to the replacement of major equipment that is to be funded by the Counties.
- c. Any other terms and/or conditions as mutually agreed upon by the parties.

**8. PROPERTY AND LIABILITY INSURANCE.** Bergen County shall carry such Property and Liability Insurance Coverage, along with any other necessary coverage necessary to

insure, among other things, the property and operation of the Office, the Medical Examiner, and all employees of the Office.

9. **MASS DISASTER.** In the event of a mass disaster that requires the expenditure or utilization of resources exceeding the ordinary amount and type anticipated by the parties hereto, the County in which the disaster occurred shall be responsible for all related costs incurred by the Bergen County Medical Examiner's Office in connection with the deaths caused by such an act or event. The County's reimbursement of these costs shall be separate from and in addition to the amount owed by the county as part of the normal operation costs. However, prior to invoicing the County for any such loss, the Bergen County Medical Examiner's Office will attempt to supplement that cost through any relevant grant monies made available as a result of the mass disaster. Any additional costs that are the responsibility of the County shall be mitigated by the receipt of any grant monies or funding received.

For purposes of this agreement, a mass disaster shall be defined as any singular incident, causing multiple deaths, that overwhelms the normal operation of the Bergen County Medical Examiner's Office. Any singular event which causes 10 or more deaths shall be presumed to be a mass disaster. If fewer than 10 deaths occur from a singular event, it shall be the burden of the Bergen County Medical Examiner's Office to prove that such an event qualifies as a mass disaster. A mass disaster can be any singular event which causes multiple fatalities, including, but not limited to, automobile accidents, airplane accidents, terrorist attacks, radiation leak and exposure, fire, and natural disasters such as hurricanes, earthquakes, tornadoes, etc. A mass disaster shall not include the spread of a transmissible pathogen such as a viral, bacterial or fungal infection that is transmitted from host to host.

10. **GENERAL PROVISIONS.**

- a. **AMENDMENTS.** Either party may request changes to the MOU. Any changes, modifications, revisions, or amendments to this MOU must be mutually agreed to in writing by and between the Parties to this MOU. Any amendment agreed to in writing by the Parties shall be effective when executed and signed by all Parties to this MOU.
- b. **APPLICABLE LAW.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of New Jersey. The Courts of the State of New Jersey shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Superior Court of Passaic County, New Jersey.

- c. **ENTIRETY OF AGREEMENT.** This MOU represents the entire and intended agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
  
- d. **SEVERABILITY.** Should any portion of this MOU be judicially documented to be illegal or unenforceable, the remainder of the MOU shall continue to be in full force and effect, and either of the Parties may renegotiate the terms affected by the severance.

**SIGNATURE.** In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the MOU as set forth herein.

\_\_\_\_\_  
Print Name [BERGEN COUNTY]

\_\_\_\_\_  
Signature  
Date:

\_\_\_\_\_  
Print Name [HUDSON COUNTY]

\_\_\_\_\_  
Signature  
Date:

\_\_\_\_\_  
Print Name [PASSAIC COUNTY]

\_\_\_\_\_  
Signature  
Date:

Shared Medical Examiner Office

	<u>Existing Bergen</u>	<u>Proposed Shared Tri-County</u>
Division Budget:		
Salaries & Wages	\$1,234,636	\$2,316,167
Other Expenses	<u>1,443,525</u>	<u>3,019,425</u>
Subtotal Division	2,678,161	5,335,592
Fringe Benefits	<u>873,379</u>	<u>1,628,141</u>
<b>Total Operational</b>	<u><b>\$3,551,540</b></u>	<u><b>\$6,963,733</b></u>

Notes:

1. Total proposed budget is \$6,963,733 which includes fringe benefits.

Highlights:

- Two top directors are not anticipated to increase with the merged operations.
- Burial services were removed from budget as each county will be taking care of their own.

2. The budget as presented is a conservative estimate of what the combined operations will cost. As such, an excess, as well as any deficit will be returned or charged to the respective counties based upon the allocation used for that budget year. Allocations are subject to change each year.

This means, at the end of the 2nd year of the budget, any unspent funds will be returned to the respective counties in the form of a refund or applied as a credit against the following year's charges.

3. Proposed budget allocation is based on 5-year rolling average of death investigations. The 2025 death investigation numbers are not available yet so the 5-year average was used for the time being,
4. Debt service is estimated at \$3 million and will be amortized over a 10-year period. The cost of the debt will be allocated to the respective counties on the same basis as the budget.

	<u>Bergen</u>	<u>Hudson</u>	<u>Passaic</u>	<u>Total</u>
Allocation % (5-Yr Average)	45.17%	30.13%	24.71%	100.00%
Total Cost	\$3,145,190	\$2,097,827	\$1,720,716	\$6,963,733
2025 Budgeted Amounts	<u>\$3,442,540</u>	<u>\$2,750,000</u>	<u>\$2,200,000</u>	<u>\$8,392,540</u>
Savings Before Debt Service	<u>\$297,350</u>	<u>\$652,173</u>	<u>\$479,284</u>	<u>\$1,428,807</u>
Debt Service	<u>\$160,337</u>	<u>\$106,944</u>	<u>\$87,719</u>	<u>\$355,000</u>
Savings After Debt Service	<u><u>\$137,013</u></u>	<u><u>\$545,229</u></u>	<u><u>\$391,565</u></u>	<u><u>\$1,073,807</u></u>