

SHARED SERVICES AGREEMENT

BY AND BETWEEN THE

COUNTY OF BERGEN, NEW JERSEY

AND

COUNTY OF PASSAIC, NEW JERSEY

FOR:

THE PROVISION OF JUVENILE DETENTION FACILITY SERVICES

January 1, 2024 – December 31, 2024

PREPARED BY:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF BERGEN
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

TABLE OF CONTENTS

Terms of Agreement	4
Section A. Description of the Project and Scope of Services.....	4
Section B. Fees And Costs	5
Section C. Medical Treatment	6
Section D. Provision of Necessary Information.....	6
Section E. Transportation	7
Section F. Visitation	7
Section G. Duration and Termination of Agreement.....	7
Section H. Limitation of Delegation	8
Section I. Compliance with Laws and Regulations	8
Section J. Insurance	8
Section K. Indemnification	8
Section L. Remedies	9
Section M. No Additional Waiver Implied by One Waiver	9
Section N. No Personal Liability	10
Section O. Miscellaneous	10
Paragraph 1. Amendment	10
Paragraph 2. Severability	10
Paragraph 3. Counterparts and Electronic Delivery and Signatures.....	10
Paragraph 4. Entire Agreement	10
Paragraph 5. Further Assurances and Corrective Instruments	10
Paragraph 6. Headings	11
Paragraph 7. Non-Waiver	11
Paragraph 8. Governing Law	11
Section P. Effective Date	11
Section Q. Termination Date	11

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (“Agreement”), made this 1st day of **January, 2024** by and between:

The **County of Bergen** (“Bergen”), a body politic and corporate of the State of New Jersey, with its main offices located at One Bergen County Plaza, Hackensack, New Jersey 07601; and

The **County of Passaic** (“Passaic”), a body politic and corporate of the State of New Jersey, with its main offices located at 401 Grand Street, Room 214, Paterson, New Jersey 07505.

Bergen and Passaic may hereinafter also be referred to individually as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, Bergen and Passaic wish to enter into a shared services agreement (“SSA” or “Agreement”) to house and provide services to Passaic County juveniles at the BCJDC for a period commencing January 1, 2024 and ending December 31, 2024; and

WHEREAS, this SSA is established in accordance with the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS, Passaic has authorized this SSA by adoption of Resolution No. _____ on January 23, 2024; and

WHEREAS, Bergen has authorized this SSA by adoption of Resolution No. _____ on _____, 2024.

NOW, THEREFORE, LET BE IT AGREED, Bergen and Passaic agree to perform in accordance with the provisions, terms, and conditions set forth in this SSA as follows:

TERMS OF THE AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

1. Consistent with the terms of this Agreement, the Passaic County Sheriff's Department will transport to the BCJDC and the BCJDC may accept from Passaic, at its discretion, when there is available bed space, juveniles for secure care at the BCJDC. Bergen shall accept, house, feed, educate, medically treat and supervise Passaic juvenile placements in accordance with all applicable laws, rules and regulations concerning the maintenance and operation of the BCJDC.
2. Pursuant to the BCJDC Admission Policy, it is expressly understood that the BCJDC reserves the absolute reasonable discretion to decline a request by Passaic to admit one or more of its juveniles into the BCJDC. Some of the reasons that a particular juvenile may be denied admission into the facility include, but are not limited to: when it is determined that the juvenile has a pre-existing medical, mental, psychiatric or psychological condition that would make him or her unfit to be housed within the facility, or when it is determined that the juvenile would otherwise pose a threat to the safety and security of other juveniles being housed by the BCJDC or its staff.
3. Prior to admission of any juvenile to the BCJDC, Passaic will contact the BCJDC Administration to discuss the available space and the appropriateness of the placement. Bergen will provide to all Passaic juveniles all services which it provides to Bergen juveniles detained in the BCJDC.
4. The use of personal property and funds in the possession of Passaic juveniles when admitted to the BCJDC will be administered and controlled in accordance with the policies and procedures of the BCJDC.
5. Any Passaic juveniles housed at the BCJDC shall be subject to the same rules and regulations governing other juveniles being housed at the BCJDC, and shall be disciplined in accordance with the same rules and regulations governing Bergen or any other juveniles.
6. Bergen may, without the prior approval of Passaic, move Passaic juveniles from the BCJDC to another suitable location for housing in the event of an emergency such as fire, earthquake, other catastrophe, or conditions presenting imminent danger to the safety of the juveniles. Bergen agrees to notify Passaic as soon as possible of the location at which the Passaic juveniles are being held.
7. Bergen may, without the prior approval of Passaic, require Passaic to move some or all juveniles from the BCJDC to another location for housing because of unforeseen circumstances such as an increase in Bergen County admissions, widespread illness impacting the facility, a sudden decrease in BCJDC staffing, or other conditions requiring a decrease in out-of-county juveniles. The transfer of Passaic juveniles is to be completed within three (3) business days.

8. In the event that any Passaic juvenile(s) shall escape from the BCJDC, Bergen shall use all reasonable means to recapture the subject juvenile(s). The escapee(s) shall be reported to Passaic immediately.
9. Passaic shall have access to the BCJDC at all reasonable times for the purpose of inspecting the facilities and visiting any of the Passaic juveniles confined therein under the terms of this Agreement. Further, Passaic will be provided with the opportunity to inspect the facility prior to signing said Agreement.
10. The Passaic County Board of County Commissioners agrees to be bound by all rules and regulations promulgated regarding the BCJDC with respect to all juveniles from Passaic who are accepted for secure care at the BCJDC.

B. FEES AND COSTS

1. Passaic agrees to pay Bergen a **per diem rate for each juvenile referred**, for each day, or any part of a day, for which secure care is provided by the BCJDC in accordance with the following amount:

January 1, 2024 through December 31, 2024 – **\$325.00** daily bed rate per individual

2. Passaic will reimburse Bergen for the cost of repair for any and all physical damage done to the BCJDC by Passaic juveniles. Bergen will provide Passaic with all incident reports related to any damage caused by Passaic juveniles.
3. Bergen will submit a monthly invoice to Passaic for services rendered under this Agreement. The subject fees will include any reimbursable expenses incurred by Bergen that are applicable to the Passaic juveniles. Passaic juveniles will be listed with their length of stay, along with any additional charges incurred for that monthly billing cycle, pursuant to Passaic's voucher.

All payments in accordance with this Agreement shall be rendered within sixty (60) days of receipt of an acceptable invoice for payment. If Passaic disputes any invoice, it must do so in writing within fifteen (15) days, stating with specificity the reason(s) for any such dispute.

C. MEDICAL TREATMENT

1. Bergen shall provide Passaic juveniles all ordinary medical treatment as part of the services provided pursuant to this Agreement.
2. Bergen shall also cause to be provided to Passaic juveniles any necessary care from hospitals and/or emergency providers. To that end, Bergen will notify Passaic of any medical problems encountered by Passaic juveniles.

3. Standard, ordinary, non-hospital, non-emergency care provided by Bergen in the BCJDC to Passaic juveniles will not be charged separately to Passaic. Emergency care, non-ordinary medical care or medical care for pre-existing conditions shall also be provided to Passaic juveniles in the same manner as such care is provided to Bergen juveniles. All psychiatric evaluations including, but not limited to, those necessary for residential placements or to begin new medications, are not considered ordinary medical treatment and will be provided for outside of the BCJDC by independent providers arranged by Passaic. Passaic will reimburse Bergen for all emergency, non-ordinary medical care and/or medical care for pre-existing conditions not covered by Medicaid or other third party payors including, but not limited to, the cost of medications and provision of transportation and security, including any overtime incurred as a result of such medical care, to Passaic juveniles who require treatment and/or hospitalization outside of the BCJDC.
4. Bergen shall provide juveniles on psychotropic medication who are being transferred out of the BCJDC to an out-of-home placement, a thirty (30)-day prescription of current medications upon discharge or the remainder of the medication in stock as requested by the admitting facility.
5. Bergen will notify the designated Passaic representative by telephone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt, escape or escape attempt, illness or the like) involving a Passaic juvenile. Bergen will thereafter provide a written report of the incident to the designated Passaic representative within seven (7) days of said occurrence.

D. PROVISION OF NECESSARY INFORMATION

1. Passaic will furnish to Bergen, on such forms as Bergen may require, all information reasonably necessary for Bergen to admit and process the Passaic juveniles. Bergen shall be entitled to two (2) hours advance notice of delivery of a Passaic juvenile to the BCJDC, if possible.
2. Bergen and Passaic hereby agree to name their own custodial liaison; and Passaic agrees to provide contact information on said liaison prior to commencement of services pursuant to this Agreement.

E. TRANSPORTATION

1. Passaic shall be responsible for transporting Passaic juveniles from Passaic to and from the BCJDC.
2. When Passaic juveniles require out-of-facility medical, psychiatric or dental care, Passaic will, if practicable, provide all transportation and security while such juveniles are outside of the BCJDC. In the alternative, Passaic will reimburse Bergen for the provision of any such transportation by Bergen.

3. In the event of a medical emergency, Bergen will provide transportation of Passaic juveniles to a hospital or medical facility if necessary. Passaic will reimburse Bergen for the transportation and security costs incurred. The BCJDC shall notify the Passaic County Community Liaison of any emergency transportation required within twelve (12) hours of transport.

F. VISITATION

Visitation with Passaic juveniles will be permitted by Bergen in accordance with its rules and regulations governing visitation of juveniles in the BCJDC.

G. DURATION AND TERMINATION OF AGREEMENT

1. This Agreement is effective commencing on January 1, 2024 through December 31, 2024.
2. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other party.

All Notices required herein shall be delivered to the following address:

As to Bergen County: 1) **Thomas J. Duch, Esq. County Administrator/County Counsel**
Office of the Bergen County Executive
One Bergen County Plaza, Room 580
Hackensack, New Jersey 07601

2) **Nicholas A. Montello, Ph.D., Director**
Department of Human Services-Division of Family Guidance
One Bergen County Plaza, 2nd Floor
Hackensack, New Jersey 07601

As to Passaic County: 1) **Nadege D. Allwaters, Esq., County Counsel**
Office of the Passaic County Counsel
401 Grand Street, Room 214
Paterson, New Jersey 07505

2) **Arti Kakkar, DHA, Ed.S, LMFT, Executive Director**
Couty of Passaic, Department of Human Services
401 Grand Street, Room 506
Paterson, New Jersey 07505

H. LIMITATION OF DELEGATION

1. To the extent that this Agreement constitutes a delegation of authority by Passaic, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement.

3. However, the parties acknowledge and agree that Bergen will stand in *loco parentis* and will have the express authority to make all decisions related to the normal operations governing the care of the Passaic juveniles placed in its custody pursuant to this Agreement, as they are applied to Bergen and other juveniles housed at the BCJDC.
3. Neither Passaic nor Bergen intend by this Agreement to create any agency relationship other than that which may be specifically for the limited purpose of the provision of the subject services by Bergen County pursuant to this Agreement.

I. COMPLIANCE WITH LAWS AND REGULATIONS

1. Bergen and Passaic hereto agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with the Federal Prison Rape Elimination Act (“PREA”), along with all other such Federal, State and local, laws, rules, ordinances, regulations, and governmental requirements which may be applicable to their performance of the services set forth in this Agreement and their obligations under the terms thereof.
2. Bergen agrees to cooperate and coordinate with Passaic in securing approval of the Juvenile Justice Commission for the implementation and continuation of this Agreement.

J. INSURANCE

1. Passaic will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement, and will cause Bergen to be named as an additional insured. Passaic will provide to Bergen a certificate of such insurance prior to the commencement of services.
2. Bergen will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement and will cause Passaic to be named as an additional insured. Bergen will provide to Passaic a certificate of such insurance prior to commencement of services.

K. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, Passaic agrees to indemnify, defend and hold harmless Bergen, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the acts or omissions of Passaic arising out of this Agreement or any of the obligations assumed by Passaic hereunder including costs of reasonable fees incurred in defense of any claim regarding the housing of any Passaic juveniles in Bergen, provided it is determined by a Court having the appropriate jurisdiction that Passaic is solely responsible for such liability. In the event that it is determined by a Court that Passaic is not solely responsible for said liability, then Passaic’s liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Passaic. Passaic, upon notice from Bergen, shall resist and defend, at the expense of Passaic, such action or proceeding. In addition, at its option, Bergen may engage separate Counsel to

appear on its behalf in such action or proceeding without waiving its rights or Passaic's obligations under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Bergen agrees to indemnify, defend and hold harmless Passaic, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the acts or omissions of Bergen arising out of this Agreement or any of the obligations assumed by Bergen hereunder including costs of reasonable attorney's fees incurred in defense of any claim regarding the housing of any Passaic juveniles in Bergen, provided it is determined by a Court having the appropriate jurisdiction that Bergen is solely responsible for such liability. In the event that it is determined by a Court that Bergen is not solely responsible for said liability, then Bergen's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Bergen. Bergen, upon notice from Passaic shall resist and defend, at the expense of Bergen, such action or proceeding. In addition, at its option, Passaic may engage separate Counsel to appear on its behalf in such action or proceeding without waiving its rights or Bergen's obligations under this paragraph.

L. REMEDIES

1. In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Boards of County Commissioners for both Bergen and Passaic and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.
2. If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the State of New Jersey Board of Mediation, before resorting to any other remedy at law or equity.
3. In the event that mediation of a dispute fails, the parties would be permitted to pursue any remedies available to either of them in law or equity. Attorney fees will be awarded to the prevailing party in any enforcement action.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Agreement is breached by either party and thereafter such breach is waived by the other party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Bergen or Passaic, in his or her individual capacity; and neither the officers, agents or employees of either Bergen or Passaic, nor any official executing this Agreement, will be liable personally on

this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

O. MISCELLANEOUS

1. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
3. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all parties the same as if it were physically executed, and all parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the County of Bergen.
4. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. Further Assurances and Corrective Instruments. The authorized representatives of both Bergen and Passaic will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.
6. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

7. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties or of any right which is not explicitly waived in this Agreement.
8. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

P. EFFECTIVE DATE

This Agreement shall be effective upon the signature of this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both Passaic and Bergen.

Q. TERMINATION DATE

It is agreed that either party has the right to terminate this Agreement for any reason by providing sixty (60) days advance written notice to the other party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement for the Provision of Juvenile Detention Facility Services and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:

COUNTY OF PASSAIC

Louis E. Imhof, III
Clerk of the Board

John W. Bartlett, Director
Board of County Commissioners

Approved as to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

ATTEST:

COUNTY OF BERGEN

**James J. Tedesco, III, Bergen County Executive, or
Thomas J. Duch, Esq., Bergen County Administrator/
County Counsel**