

# County of Passaic

## Board of County Commissioners



*OFFICE OF COUNTY COMMISSIONERS*

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 Deputy Director John W. Bartlett  
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Matthew P. Jordan, Esq.  
 Administrator  
 Nadege D. Allwaters  
 County Counsel  
 Louis E. Imhof, RMC  
 Clerk Of The Board

Date: Jan 24, 2023 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF HUDSON FOR THE PROVISION OF CORRECTIONAL SERVICES FOR A TEN (10) YEAR TERM, COMMENCING FEBRUARY 1, 2023 AND TERMINATING JANUARY 31, 2033, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:  
 ADMINISTRATION

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REVIEWED BY:

Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:

Nadege D. Allwaters

<b>Official Resolution#</b>	
Meeting Date	1/24/2023
Introduced Date	1/20/2023
Adopted Date	
Agenda Item	11.
CAF#	
Purchase Req. #	
Result	

Administration and Finance

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COMMITTEE NAME

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF HUDSON FOR THE PROVISION OF CORRECTIONAL SERVICES FOR A TEN (10) YEAR TERM, COMMENCING FEBRUARY 1, 2023 AND TERMINATING JANUARY 31, 2033, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.**

**WHEREAS**, the County of Passaic (“County”) is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

**WHEREAS**, pursuant to N.J.S.A. 40:20-1, the Board of County Commissioners of the County of Passaic (“Board”) is vested with managing the property, finances, and affairs of the County; and

**WHEREAS**, on August 11, 2014, P.L. 2014 c. 31 (“Bail Reform Law”) was signed into law, leading to sweeping changes to the State of New Jersey adult criminal justice system and significantly reducing the number of inmates housed in penal institutions; and

**WHEREAS**, since the Bail Reform Law was adopted, jail populations throughout New Jersey have significantly declined, including in Passaic County; and

**WHEREAS**, on August 10, 2021, the Board approved Resolution No. R20210733, authorizing the creation of the Passaic County Jail Assessment Committee (“Committee”) and directing the County Administrator to begin fact-finding, including negotiations with a local government unit to explore consolidation of the Passaic County Jail operations; and

**WHEREAS**, the Committee was comprised of a cross-section of stakeholders at the Passaic County Jail, including the Passaic County Sheriff, the Warden of the Passaic County Jail, County Commissioners, the Public Defender’s Office, representatives of collective bargaining units, members of the Judiciary, and community representatives; and

**WHEREAS**, on October 18, 2021, the Committee unanimously approved regionalization of correctional services with another local government unit so long as all jobs, ranks, and salaries are maintained; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., the County is authorized to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, the County desires to enter into a Shared Services Agreement with Hudson County for the transfer of inmates from the Passaic County Jail to the Hudson County Adult Correctional Center, pursuant to the terms and conditions negotiated by the Passaic County Administrator and approved as to form and legality by the Passaic County Counsel, which is attached hereto and made part of this Resolution; and

**WHEREAS**, funds are available in any account that may be deemed appropriate by the Chief Financial Officer or his designee, and the availability of funds has been contingently certified by the Chief Financial Officer subject to sufficient funds being appropriated by the Board in the 2023 and/or subsequent County budget(s), which is attached hereto and made part of this Resolution; and

**WHEREAS**, this matter was discussed by the Administration and Finance Committee and is being recommended to the Board for approval; and

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 40A:65-1, et seq., the Board of County Commissioners of the County of Passaic authorizes a Shared Services Agreement by and between the County of Passaic and the County of Hudson for the transfer of inmates from the Passaic County Jail to the Hudson County Adult Correctional Center for a ten (10) year term, commencing February 1, 2023 and expiring January 31, 2033.

**LET IT BE FURTHER RESOLVED**, that the County Administrator and County Counsel are authorized and directed to negotiate the terms, conditions, form, and legality of the Shared Services Agreement before same is executed by the Director of the Board.

**LET IT BE FURTHER RESOLVED**, that pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Service Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

**LET IT BE FURTHER RESOLVED**, that the Clerk to the Board, County Administrator, County Counsel, and Director of the Board are authorized to take any action necessary to carry out the purpose of this Resolution, including executing a contract with Hudson County.

SF

January 24, 2023

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**SHARED SERVICES AGREEMENT**

*by and between the*

**COUNTY OF HUDSON**

*and*

**COUNTY OF PASSAIC**

*for the*

**PROVISION OF CORRECTIONAL SERVICES**

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Approved by Board of County Commissioners of the County of Hudson Resolution No. \_\_\_\_\_  
Approved by Board of County Commissioners of the County of Passaic Resolution No. R-23-0032

**PREPARED BY:**

The Office of the Passaic County Counsel  
401 Grand Street, Room 214  
Paterson, New Jersey 07505  
Phone: (973) 881-4466  
Fax: (973) 881-4072

Hudson County Department of Law  
567 Pavonia Avenue  
Jersey City, New Jersey 07306  
Phone: (201) 795-6250  
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**SHARED SERVICES AGREEMENT – INMATE TRANSFER**

**THIS SHARED SERVICES AGREEMENT** (hereafter “Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Passaic, a body politic and corporate of the State of New Jersey (hereafter “PASSAIC”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the County of Hudson, a body politic and corporate of the State of New Jersey (hereafter “HUDSON”), with its principal offices located at Administration Building Annex, 567 Pavonia Avenue, Jersey City, New Jersey 07306. Passaic County and Hudson County shall be collectively referred to as the “Counties” throughout the Agreement.

**RECITALS:**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with any other local unit or unites provide or receive any services that each participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7; and

**WHEREAS**, pursuant to N.J.S.A. 30:8-17, the Passaic County Sheriff (hereafter “Sheriff”) has the care, custody, and control of the Passaic County Jail, and is responsible for the operations therein; and

**WHEREAS**, on August 11, 2014, P.L. 2014 c. 31 (“Bail Reform Law”) was signed into law, leading to sweeping changes to New Jersey’s adult criminal justice system, and significantly reducing the number of inmates housed in county penal institutions; and

**WHEREAS**, since the Bail Reform Law was adopted, jail populations throughout New Jersey have significantly declined, including in Passaic County; and

**WHEREAS**, consequently, on December 14, 2021 the Board of County Commissioners of the County of Passaic adopted Resolution No. R20211132, authorizing the execution of a Shared Services Agreement between the County of Passaic and County of Bergen to regionalize correctional services, whereby the PASSAIC would transport inmates to the Bergen County Jail, to undertake the care, custody, and control of PASSAIC inmates, pursuant to applicable law; and; and

**WHEREAS**, PASSAIC approached HUDSON with a proposal to accept PASSAIC inmates on a back-up basis as a precautionary measure, and in the event Bergen County Jail is unable to accept PASSAIC inmates, with such proposal being agreeable to HUDSON; and

**WHEREAS**, PASSAIC and HUDSON agreed, pursuant to the terms and conditions as set forth in this Agreement, to designate the Hudson County Correctional Center as the back-up option for correctional services for PASSAIC, whereby PASSAIC would transport inmates to the Hudson County Correctional Center who cannot be accepted at the Bergen County Jail, to undertake the care, custody, and control of PASSAIC inmates, pursuant to applicable law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, PASSAIC and HUDSON each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement; and

**NOW, THEREFORE, BE IT AGREED**, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, PASSAIC and HUDSON agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

**I. DEFINITIONS.**

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. "COVID-19" means Coronavirus disease 2019, a contagious, and at times fatal respiratory disease caused by SARS-CoV-2 virus.
- B. "Effective Date" means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by HUDSON and PASSAIC authorizing entry into this Agreement.
- C. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency, or instrumentality of the State of New Jersey.
- D. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between HUDSON and the PASSAIC as provided under N.J.S.A. 40A:65-1 et seq.

**II. TERM AND ADDITIONAL CONDITIONS.**

- A. The within Agreement shall allow for the transfer of PASSAIC inmates to the Hudson County Correctional Center over a period of ten (10) years commencing February 1, 2023 and terminating January 31, 2033.
- B. PASSAIC agrees that it will pay HUDSON the fees described herein for a minimum of sixty-four (64) inmates (hereafter "Guaranteed Minimum") even if the actual number of inmates at any time is less than sixty-four (64) inmates. The Guaranteed Minimum does not go into effect until such time that at least sixty-four (64) inmates are transferred from PASSAIC to HUDSON. In the event HUDSON accepts more than sixty-four (64) inmates, PASSAIC shall pay fees on a per inmate basis for the actual number of inmates provided.
- C. PASSAIC agrees to provide the services of at least five (5) PASSAIC Sheriff's officers for every sixty-four (64) inmates housed by HUDSON.

**III. SERVICES AND COMPENSATION.**

- A. HUDSON shall provide all PASSAIC inmates, except as may be modified herein, with the same services required by Federal and/or State Law, and which HUDSON currently provides to its inmates within the Jail in accordance with N.J.A.C. 10A:1-1 et seq. including, but not limited to, housing, food, security, as well as in-facility medical, dental, mental health, and formulary medication services.
- B. HUDSON shall ensure that certain PASSAIC inmates have access to any telecommunications equipment necessary to appear virtually before the Superior Court, Passaic Vicinage in any matters concerning such inmates, including, but not limited to, proceedings through central judicial processing (CJP). PASSAIC and HUDSON understand and agree that HUDSON lacks the resources to provide such telecommunications equipment for virtual hearings for all

PASSAIC inmates. PASSAIC and HUDSON shall approve, prior to the transfer of an inmate to HUDSON, which inmates shall be provided access to telecommunications equipment for virtual hearing, such approval shall not be unnecessarily withheld by HUDSON.

- C. PASSAIC shall be responsible for the transportation to the Hudson County Correctional Center of all inmates accepted by HUDSON pursuant to this Agreement.
- D. PASSAIC will pay to HUDSON a housing fee per day, or for any part of a day, pursuant to the following payment schedule, for each PASSAIC inmate housed at the Hudson County Correctional Center:

TERM	PER DIEM RATE
February 1, 2023 to January 31, 2024	\$104.00
February 1, 2024 to January 31, 2025	\$105.00
February 1, 2025 to January 31, 2026	\$105.00
February 1, 2026 to January 31, 2027	\$106.00
February 1, 2027 to January 31, 2028	\$107.00
February 1, 2028 to January 31, 2029	\$109.00
February 1, 2029 to January 31, 2030	\$109.00
February 1, 2030 to January 31, 2031	\$110.00
February 1, 2031 to January 31, 2032	\$112.00
February 1, 2032 to January 31, 2033	\$112.00

- E. HUDSON shall submit monthly bills to PASSAIC detailing the amount due for the housing fee, plus any reimbursable expenses incurred by HUDSON pursuant to this Agreement which shall be paid within sixty (60) days receipt of such bill. HUDSON shall forward bills to the following address: County of Passaic, Chief Financial Officer, 401 Grand Street, Paterson, New Jersey 07505. PASSAIC inmates will be listed individually with their length of stay on a Passaic County purchase order. All PASSAIC payments shall be made to the County of Hudson and mailed to County of Hudson, Attention: Finance, 567 Pavonia Avenue, Third Floor, Jersey City, New Jersey 07306.
- F. HUDSON, except for female inmates, shall not place any PASSAIC inmates in any facility or program at a cost of less than the per diem rate set forth in this Agreement without the prior written consent of PASSAIC. Should the Counties agree on any such alternative facility or program, HUDSON shall reimburse PASSAIC for the difference between the per diem rates.
- G. With respect to any property damage caused by PASSAIC inmates, the cost of which is not covered by insurance, PASSAIC shall reimburse HUDSON for the cost to repair any property damage exceeding three hundred dollars (\$300.00) per incident. In such an event, HUDSON shall conduct any inmate disciplinary hearing required, as the case may be. HUDSON shall provide PASSAIC with all incident reports and disciplinary documentation, if applicable, related to property damage caused by PASSAIC inmates.
- H. HUDSON shall provide PASSAIC inmates the full range of services which HUDSON provides to HUDSON inmates in accordance with N.J.A.C. 10A:31-13.1 et seq. including the services more specifically described in the attached Exhibit A. Hudson further agrees that its performance under the terms of this Agreement shall be in accordance with the Memorandum of Understanding attached hereto as Exhibit B.

#### IV. MEDICAL TREATMENT OF INMATES.

- A. Prior to the transfer of PASSAIC inmates, PASSAIC shall conduct a full intake medical screening on each inmate to be transferred to HUDSON and each inmate must be medically cleared for release into the general population at the Hudson County Correctional Center. HUDSON agrees to accept the results of an examination for inmates only if completed thirty (30) days prior to the date of transfer of said inmate. PASSAIC inmate medical records shall accompany such inmate upon transportation to HUDSON. PASSAIC shall offer inmates proposed for transfer a flu shot prior to transfer and provide those inmates with a flu shot prior to transfer.
- B. In accordance with the requirements of N.J.A.C. 10A:16-1.1, et seq., HUDSON shall provide PASSAIC inmates ordinary, routine, non-hospital, non-emergency care and treatment as part of the services provided pursuant to this Agreement, including medical, mental health, dental, and formulary medication care. All ordinary, routine, non-hospital, non-emergency care or treatment shall be paid by HUDSON and not charged to PASSAIC. Notwithstanding anything contained herein to the contrary, PASSAIC shall be responsible for the cost of non-formulary prescription medications required for PASSAIC inmates. PASSAIC shall receive the benefit of the contractual relationship Hudson has with North Hudson Community Action Corp., a Federally Qualified Health Care Center ("FQHCC") and any successor FQHCC, as to the billing for non-formulary medications provided to PASSAIC inmates in the custody of HUDSON.
- C. For each PASSAIC inmate sent to HUDSON under this Agreement, PASSAIC shall prepare the New Jersey Family Care Application and forward the Application. The Application will be used to enroll the PASSAIC inmate into the Medicaid Affordable Care Act Program. PASSAIC and HUDSON shall work cooperatively to achieve Medicaid enrollment for PASSAIC inmates. In the event a Family Care Application is not supplied at the time of transport of any inmate then PASSAIC shall provide the same to HUDSON within thirty (30) days of the date HUDSON receives the inmate.
- D. HUDSON shall provide all necessary transportation that occurs in the event of a medical emergency or hospitalization to a PASSAIC inmate, and shall provide all appropriate oversight, security, and control of the inmate at the hospital or other destination. HUDSON shall provide at least two (2) corrections officers for each hospitalized inmate, and shall charge PASSAIC at the rate of fifty dollars (\$50.00) per hour, as adjusted by any hourly increases contained within the terms of any successor collective bargaining agreements entered into by HUDSON with its officers .
- E. In the event of a medical emergency, a PASSAIC inmate that is housed at the Hudson County Correctional Center shall be transported by HUDSON to Jersey City Medical Center, located at 355 Grant Street, Jersey City, New Jersey 07302. In the event of hospitalization or off-site treatment for a medical condition, a PASSAIC inmate shall be transported by HUDSON to Jersey City Medical Center. HUDSON reserves the right to declare an alternative hospital for medical emergencies for PASSAIC inmates, subject to the approval of PASSAIC, such approval shall not be unreasonably withheld. PASSAIC acknowledges that once an inmate is sent to a hospital approved by PASSAIC, PASSAIC shall be required to directly pay the hospital for the cost of the hospitalization.



- F. HUDSON shall be responsible to provide emergency medical response and care to all PASSAIC inmates housed in the Hudson County Correctional Center.
- G. Any PASSAIC inmate medical bills from Jersey City Medical Center, or any hospital housing a PASSAIC inmate, as the case may be, shall be forwarded to the Chief Financial Officer, County of Passaic, 401 Grand Street, Paterson, New Jersey 07505 for payment. Payment shall be made to Jersey City Medical Center, or such hospital housing a PASSAIC inmate. HUDSON shall not be responsible for payment of such bills. Upon payment of any hospital bills herein, PASSAIC shall provide HUDSON with notification of such payment.

**V. TRANSPORTATION.**

- A. PASSAIC shall be responsible for all transportation of PASSAIC inmates from the PASSAIC County Jail to the Hudson County Correctional Center and from the Hudson County Correctional Center to Passaic County prior to release.
- B. PASSAIC shall be responsible for all transportation of PASSAIC inmates to and from the Hudson County Correctional Center to make appearances in the Passaic County Superior Court or the Superior Court of any other County.
- C. PASSAIC shall be responsible for all transportation of PASSAIC inmates released on bail back to Passaic County, or to obtain personal property stored by PASSAIC.
- D. PASSAIC shall reimburse HUDSON at a rate of \$50.00 per hour per officer for such medical transportation provided to PASSAIC inmates in Article 4, Section D herein. Typically, two (2) officers are required for transporting one (1) inmate in a car or, in the alternative, four (4) officers are required to transport up to thirteen (13) inmates in a van. HUDSON shall bill PASSAIC beginning March 1, 2023 and monthly thereafter for medical transportation costs. Time shall be rounded to the nearest quarter hour. The hourly rate for officers shall be adjusted by any hourly increases contained within the terms of any successor collective bargaining agreement into by Hudson with its officers.

Each bill shall contain the following information:

1. Name of Inmate(s)
  2. Date of Transport
  3. Purpose of Transport
  4. Name and location of destination
  5. Number of officers transporting inmate
  6. Number of hours
- E. In the event that PASSAIC is unable, due to circumstances beyond its control, to provide transportation of any PASSAIC inmates, HUDSON may, subject to the availability of staff, supply the transportation, if requested by PASSAIC, PASSAIC shall reimburse HUDSON at the rate of fifty dollars (\$50.00) per hour per officer for any officer used by HUDSON in connection with the transportation. Additionally, PASSAIC shall pay HUDSON for the mileage to and from the PASSAIC facility at the then applicable mileage reimbursement rate promulgated by the Internal Revenue Service.
  - F. PASSAIC shall be solely responsible to effectuate the release from incarceration of any Passaic inmate.

- G. Subject to any limitations relating to staffing and housing at the HUDSON County Correctional Center, HUDSON agrees to accept inmates from PASSAIC prior to February 1, 2023 shall be billed by HUDSON and paid by PASSAIC in accordance year one of the Term of this Agreement.

**VI. PRE-APPROVAL FOR PASSAIC TRANSFERS.**

- A. Prior to the transfer of PASSAIC inmates, PASSAIC shall provide HUDSON with all inmates medical records, each inmates full file, all inmate disciplinary records, the classification of each inmate and any other pertinent inmate records. All information shall be provided no less than (one) 1 week prior to any proposed inmate transfer.
- B. PASSAIC shall provide HUDSON with a negative COVID-19 test for each proposed inmate transfer. Said test shall have been made within five (5) days of the date of proposed transfer for each inmate.
- C. In the event PASSAIC transfers an inmate's personal property for storage by HUDSON, PASSAIC shall provide HUDSON with a completed HUDSON Property Inventory Sheet.

**VII. ADDITIONAL OBLIGATIONS OF BOTH COUNTIES.**

- A. Both Counties shall appoint a liaison for this Agreement and shall provide each other with contact information for said individual.
- B. HUDSON shall maintain incident reports for PASSAIC inmates as with HUDSON inmates as required by law. PASSAIC inmate reports shall be made available to PASSAIC upon request.
- C. HUDSON shall conduct any required inmate disciplinary hearings and shall provide PASSAIC with all incident reports related to any hearings if requested by PASSAIC.
- D. PASSAIC inmates shall be permitted visits by family, attorneys, or personal visits in accordance with Hudson County Correctional Center rules and regulations governing inmate visitation.
- E. HUDSON and PASSAIC shall name the other party on all existing insurance policies governing the services to be performed by both Counties and shall deliver to each other certificates of insurance naming the other.
- F. PASSAIC will furnish evidence as to whether any inmate has been registered and enrolled in Medicaid and/or has coverage under the Affordable Care Act.
- G. PASSAIC shall provide any other information or documentation which evidences any insurance or other third-party coverage an inmate may have to cover the costs for the medical needs of the inmate.
- H. In the event any officers employed by PASSAIC desire to be considered for employment by HUDSON, such officers will be considered for employment by HUDSON in accordance with the provisions of Exhibit C herein.

- I. PASSAIC inmates shall have the right to attorney visitations, as well as routine family visits, as is provided to Hudson inmates. Hudson shall have no responsibility to arrange or facilitate any transportation needs of any family member of a Passaic inmate wishing to travel to Hudson for visitation. HUDSON will use its best efforts and agrees to cooperate with PASSAIC in allowing for video conferencing of attorney and family visits, however, PASSAIC will be responsible for any costs incurred at the Passaic County Correctional Facility related to the services.

## VIII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute which cannot be resolved by the Parties, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of the mediator shall be borne equally by the parties. Notwithstanding anything contained herein to the contrary, both Parties herein agree to present any dispute to the Board of County Commissioners for each respective Party, and make good faith attempts at resolution will include discussions between the two Counties or their attorneys, without the intervention of a third party.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation. The Parties shall share equally in the costs of Mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Hudson County, however, it is anticipated that the Superior Court of either Hudson County or Passaic County will elect not to permit venue in either County and transfer any litigation to another County. HUDSON and PASSAIC agree not to object to any such venue determination.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Hudson County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration, or litigation the amount due shall be determined, agreed, or adjudicated to be less than was actually so paid, then HUDSON shall forthwith repay the excess.

## IX. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

To the fullest extent allowable by law, each party, their successors and assigns, shall hold harmless, indemnify, defend and release the other party 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, or attempted performance, or failure to perform in connection with this Agreement or other activities as described in this 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 indemnified parties.

**X. EMPLOYMENT RECONCILIATION.**

PASSAIC represents that no employees are intended to be discharged and that there will be no layoff of employees pursuant to this Agreement. However, if a reconciliation plan is at any time required as set forth under N.J.S.A. 40A:65-11, it shall be the responsibility of PASSAIC to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services. In such case, HUDSON will cooperate with PASSAIC in the preparation and filing of the plan. PASSAIC hereby agrees to indemnify and hold HUDSON harmless with regard to any litigation arising by virtue of any employee actions or other litigation arising by virtue of this Agreement with said indemnification to include reasonable attorney fees, if any, incurred by HUDSON.

**XI. NOTICES.**

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the parties shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows

If to HUDSON:

COUNTY OF HUDSON  
567 Pavonia Avenue  
Jersey City, NJ 07306

*With a copy to:*

Hudson County Law Department  
County of Hudson  
567 Pavonia Avenue  
Jersey City, NJ 07306

If to PASSAIC

COUNTY OF PASSAIC  
401 Grand Street, Room 205  
Paterson, NJ 07505

*With a copy to:*

Passaic County Counsel  
County of Passaic  
401 Grand Street, Room 214

**XII. TERMINATION.**

The parties agree that this Agreement will continue for a period of ten (10) years unless terminated by mutual agreement of the Parties, or by one Party on ninety (90) days' notice to the other Party, at the address for Notices provided herein.

**IX. MISCELLANEOUS.**

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact known to the Party taking the action or omitting to take such action to be substantially averse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Limits of Delegation. To the extent this Agreement constitutes a delegation of authority by Passaic County and the Passaic County Sheriff, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Agreement. Neither HUDSON nor PASSAIC intend by this Agreement to create any agency relationship other than that which may be specifically required by this Agreement for the limited purpose of the provision of services provided by Hudson County pursuant to this Agreement.
- E. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third party or other beneficiary of this Agreement.
- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

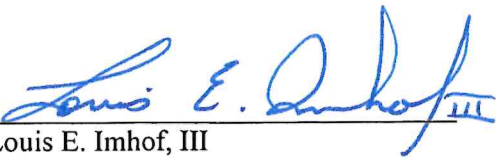
- G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- H. Modification. This agreement may not be modified except in a writing executed by all Parties and resolutions authorizing same by the Parties respective Boards of County Commissioners.
- I. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Hudson. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- J. No Waiver. The failure of a Party to insist on strict performance of any or all the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- K. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- L. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- M. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- N. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- O. Agreement Filed with the DLGS. Pursuant to N.J.S.A. 40A:65-4(b), PASSAIC shall file this Agreement, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by the Counties.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

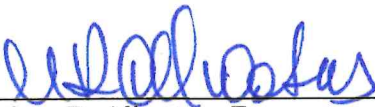
**Attest:**

**COUNTY OF PASSAIC**

  
\_\_\_\_\_  
Louis E. Imhof, III  
Clerk, Board of County Commissioners

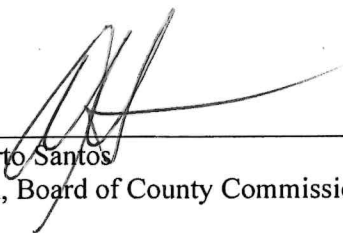
  
\_\_\_\_\_  
Pasquale Lepore  
Director, Board of County Commissioners

**As to form and legality:**

  
\_\_\_\_\_  
Nadege D. Allwaters, Esq.  
Passaic County Counsel

**Attest:**

**COUNTY OF HUDSON**

  
\_\_\_\_\_  
Alberto Santos  
Clerk, Board of County Commissioners

  
\_\_\_\_\_  
Thomas A. DeGise  
County Executive

# **EXHIBIT A**





COUNTY OF HUDSON  
OFFICE OF THE COUNTY ADMINISTRATOR  
ADMINISTRATION ANNEX  
567 PAVONIA AVENUE  
JERSEY CITY, NJ 07306  
TEL: 201 795-6100  
FAX: 201 795-6520

THOMAS A. DE GISE  
County Executive

ABRAHAM ANTUN  
County Administrator

DAVID B. DRUMELER, ESQ.  
Deputy County Administrator

OSCAR AVILES  
Assistant County Administrator

The Hudson County Department of Corrections and Rehabilitation, in Partnership with the Hudson County Department of Housing and Community Reintegration is offering all New Jersey counties the provision of RSAT (Residential Substance Abuse Treatment) and Reentry Services for out of county inmates. These services as described and detailed in this letter will be offered at no cost to sending counties. Transportation to and from Hudson County will be at the expense and responsibility of the sending county. It is the desire of Hudson County to open two new 40-person Housing units for the provision of these services to out of county inmates.

Jail Based Services

Every individual transitioning out of the Hudson County Department of Corrections and Rehabilitation from any County will be provided access to the following jail services and provided the opportunity to enroll in Community programs offered through the Hudson County Division of Reentry.

Division of Mental Health & Addictions Services (DMHAS) Certified level 3.5 residential treatment

The County of Hudson's correctional center is the only county facility which operates a New Jersey Division of Mental Health and Addictions Services (NJDMAS) certified residential substance abuse treatment program. The jail has partnered with Integrity House to provide inpatient care for co-occurring (mental health and/or addictions) population.

Aside from the direct benefit of clinical care residential treatment in the jail removes barriers to benefits which provide for basic human need, such as housing. Any individual with a history of possession convictions after 1996 for which a 6-month sentence of incarceration was imposed are banned from receiving Cash and Housing assistance through the Division of Welfare, unless they are enrolled or have completed substance abuse treatment, Hudson County removes this barrier prior to an individual's release.

One Stop/ Educational Services

Hudson County Department of Corrections and Rehabilitation's Reintegration Program has been nationally recognized for its ability to provide comprehensive education, training, housing, financial, medical, and social support to detainees as they transition back into society. Hudson County provides a variety of medical, social, and clinical services on-site. Hudson County is the only jail in the State, and one of few nationally, to have a certified one-stop employment and training center operating within its walls.

Through partnerships with Work Force Development Board Certified Work-first New Jersey (WFNJ) vendors, and the County College adult education and degree classes, including life skills, literacy, ABE, ESL, and High School Diploma classes, as well as New Jersey Department of Labor Certified pre-vocational training, trades Training, hospitality training as well as Family Life Education, including parenting education classes are offered through the jails one stop center. A law library for legal research; religious services for all denominations is provided to all in the facility through the reentry programs one stop staff. The jails one stop is aligned with the County's Work-first New Jersey and one stop employment and training system so that programming can be continued uninterrupted in the community.

### Medication Assisted Treatment (MAT)

Corrections-based Medication Assisted Treatment protocol utilizes the opioid antagonist Vivitrol, a long-lasting injectable treatment that blocks the effects of opioids rather than replace the addictive substance with another.

Vivitrol is used by our program because the U.S. Food and Drug Administration endorsed Vivitrol as a treatment that prevents relapse to opioid dependence. The drug is administered on-site every 4 weeks. Vivitrol is critical to our program as it has been shown to help newly released inmates avoid going right back to opioid use during their first days of freedom. Vivitrol blocks receptors in the brain to which opioids and alcohol attach, preventing the feelings of pleasure that these substances produce.

The Hudson County jail also offers inmates access to suboxone and methadone, all forms of MAT are used. Hudson County jail through its contract with its medical vendor provides the highest level of mental health and addictions treatment care. Clinical decisions like what form of MAT is used to treat is made by board certified medical staff.

Community Based Care: Upon release each person enrolled in programming in the jail may enroll in Community programming. If the person decides they prefer to return to the jurisdiction they are from the Division of Reentry will work with the County of Origin to set in place, Medicaid benefits, Cash Assistance, linkage to housing applications and vendors, local outpatient treatment programs, and pharmacy.

### Medicaid/Welfare Benefits

The Hudson County Division of Reentry works hand in glove with the County Welfare Agency (CWA) and the Department of Corrections. The Division of Reentry is comprised of staff Stationed in both departments. 30 days prior to release County Medicaid and benefit workers will complete all paperwork necessary to activate Medicaid, Cash, and Food Stamp benefits. Working directly with the State 24 hours after release all clients will have their Medicaid benefits activated, every client will be assigned a welfare case manager who will track program compliance and achievement in the community for up to a year, and within 48 hours of release clients will be brought to the welfare office to activate benefits.

### Housing

All inmates in need of housing services will be provided ninety (90) days of transitional housing funded directly by the Division of Reentry. The Division of Reentry is part of the Department of Housing and Community Reintegration which oversees Emergency Assistance (EA), and the County Division of Community Development. Housing benefits will be extended through current partnerships, provided eligibility is established, until clients achieve financial stability through work or disability benefits and/or has been linked to permanent subsidized housing.

### Medications

The Department of Corrections shall provide each inmate access to thirty (30) days of medication upon release, Medicaid will be activated immediately upon release, client will be referred to certified community physical and mental health providers for follow up care and linked to pharmacies to continue medication care.

### Community Based Clinical Care

Reentry program is partnered with a community based Federally Qualified Health Care Center (FQHC), a Joint Commission Accredited Health care facility, and three (3) NJ DMHAS Certified Outpatient treatment programs. Client's needs will be assessed upon release and linkage, case navigation, and follow up will be provided through the reentry programs community based clinical network of care.

### One Stop / Work First New Jersey Training

Through the program partnership with the one stop and Work First New Jersey (WFNJ) systems all clients will be linked to corresponding training programs in the community, assigned a job developer, be provided resume writing programs and assistance finding and maintaining employment.

### Division of Mental Health and Addiction Services

Upon completion of the 3.5 level of care, clients will be placed into the 2.1 Step Down IOP treatment tier for continuity of care.

### Hudson County Community College

Hudson County Department of Housing and Community Reintegration Program has partnered with the Hudson County Community College to offer clients the ability to obtain an Associate's Degree while incarcerated and Certification courses in areas such as Life Skills and

Computer Literacy. Additionally, should a client be released from jail before completion, they will automatically be enrolled in the Community College to complete their degree. Clients in the program can also be transferred to the Community College in their County to complete their education. Employment assistance is also provided.

#### Culinary Arts Program

Hudson County Department of Housing and Community Reintegration Program has partnered with Educate The Block to offer clients a Culinary Arts Program, which consists of Culinary Arts Education and hands-on culinary Training in a state-of-the-art kitchen. Each client has the potential to obtain their Safe Serve Certificate as well as employment opportunities.



**THOMAS A. DeGISE**  
*COUNTY EXECUTIVE*

**COUNTY OF HUDSON**  
**DEPARTMENT OF CORRECTIONS**  
**& REHABILITATION**  
30 Hackensack Ave. Kearny, NJ 07032  
201-395-5600



**RONALD P. EDWARDS**  
*DIRECTOR*

### **Reintegration Program**

The Hudson County Reintegration Programs operates as a partnership between the Hudson County Department of Corrections & Rehabilitation (HCDoc&R) and the Department of Family Services (DFS). It targets chronic jail populations-the individuals that program officials refer to as "frequent flyers" because of the regularity with which they cycle through the jail, often due to untreated mental illness or substance abuse disorders.

All participants receive: A "risk and needs assessments"; pre-release case management and transition planning; post-release case management; and community-based services delivered by intensive outpatient and supported housing providers. Those participants with substance abuse issues may also receive in-jail substance abuse treatment in a gender-specific therapeutic community (TC) within HCDoc&R. Social Rehabilitation Therapists (SRTs) from HCDoc&R provide pre-release case management, while DFS Community Service Workers (CSWs) provide post-release case management and monitor the receipt of other community based services.

#### **Pre Release Services**

SRTs provide case management and transition planning by meeting with participants weekly throughout their stay at HCDoc&R- with an eye towards preparation for post-release services and transition to the community.

Services provided by HCDoc&R and available: mental health services (psychologist, psychiatrist and mental health therapists); the Test of Adult Basic Education (TABE); educational programming (GED); life skills; literacy courses; Career scope testing; vocational training; and substance abuse treatment. Vocational training classes are offered by Hudson County Community College and include 12-week secretarial training course.

Participants can also access one of two therapeutic communities for men and women pre-release. Integrity House operates the two TCs, which each have the capacity to serve 40 individuals at one time. The Integrity House drug treatment program is certified by the New Jersey Division of Mental Health and Addiction Services (NJDMAS). The programs include includes substance abuse treatment and daily motivational sessions, counseling, music therapy, and recreation. Both men and women receive cognitive behavioral therapy using New Directions curriculum (an evidence based practice).

#### **Post Release Services**

Post-release programming is tailored to individual client needs as informed by COMP AS, TABE,

Career scope, HMIS, and the SRTs' clinical judgments based on their interactions with participants. Participants in need of housing are able to access stable substance- and alcohol-free living environments for their initial 90 days post release, these living environments are provided by one of three transitional housing providers: 71 Bostwick Inc. (men only), Most Excellent Way of Living Life Center (women only), or Emmett Transitional Housing (men and women). Participants on OPS are not required to live in one of the transitional housing units, although most do.

Through DFS, contracts with five New Jersey Division of Addiction Certified IOPs: Kaleidoscope, C-Line and Integrity House. Complete mental health, medication, addiction and physical health is provided through IOPs and partnered Federally Qualified Health Care Center (FQHC) North Hudson Community Action Corp.

Day treatment is provided to participants by Jersey City Employment & Training. Day treatment includes basic education, cognitive behavioral treatment, anger management, life skills training, vocational training, and assistance with job searching. The County Reentry Program also has a job developer on staff who works closely with this entity.

Hudson's certified One-Stop Program leverages educational and vocational services for participants through the Hudson County One-Stop Program. The same individual that worked with the client in HCDoc&R on the Career scope is then available in the community to connect individuals with the One-Stop or Division of Vocational Rehabilitation for jobs and training. This individual also encourages the participants that they work with to consider post-secondary school education.

Contracted service providers are in constant communication with each other regarding participants who test positive for drugs, need transportation passes, are late for programming, or miss reporting. In addition, these community-based providers constitute a task force that meets monthly to keep lines of communication open and facilitate a unified treatment approach. Stakeholders report that they perceive this program as a very effective collaboration with lots of communication among stakeholders.

With respect to participants on probation, the CSWs also work with probation countywide to help probation officers make sure offenders are meeting the stipulations of probation and the JCE&T program. As part of this function, CSWs provide reports to probation (i.e., report card) indicating participants' program status (e.g., enrolled, active, and compliant).

The transitional housing units, day treatment providers and substance abuse treatment providers (IOPs) are all required to submit monthly reports to regarding client activities.



**COUNTY OF HUDSON  
DEPARTMENT OF CORRECTIONS  
& REHABILITATION**  
30 Hackensack Ave. Kearny, NJ 07032  
201-395-5600



**THOMAS A. DeGISE**  
COUNTY EXECUTIVE

**RONALD P. EDWARDS**  
DIRECTOR

PROGRAMS/SERVICES	STAFF	SCHEDULE	LOCATION
HCST Basic Computer/Secretarial	Hudson County School of Technology teachers	According to Semester	Computer Room
Barber Services & Education	Mr. T. Muhammad	Mondays & Tuesdays	All Units
CarPoint Health (HIV, Referrals, Counseling)	Alicia Kearney	Twice a week	Intakes
Catholic Charities / Drug Program (Substance Abuse)	Alicia Kearney	Daily	D500
CHESS Program (Instruction, Competitions)	Chess Master, R. Stewart	Twice a week	All Units
Community Re-Integration (Counseling, Release Prep., IDs, Vocational, Housing, Referrals-Federally Funded)	Ms. Hana Elezi in coordination with Family Services Department	Daily	A300 office
Discharge Planning (Release Prep. Referrals, IDs, Birth Cert., SS Verification)	Penal Counselors	As Needed	Intake/Discharge Area
Education Prog. /Bilingual (ABE, GED, Correspondence, Special Ed., Tutoring, Literacy)	Ms. V. Franklin/ Mrs. A. Segarra	Daily	A/D500 Classroom
Education / Earning a High School Diploma Test Assessment Secondary Completion (TASC)	Hudson County Schools of Technology Staff	Five days a week	Classroom & Proctored testing
Hudson Speaks/HIC Rape Crisis (Media Literacy, Education)	Ms. M. Parnagos	Tuesday (Seasonal- Based on Approval.2016)	All female Tiers
Woman Rising / Domestic Violence	Joanneleen Coughlan	Twice a month	All female Tiers
Law Library	Mr. C. Johansen	Daily	Library
Inmate Advocate/PREA	G. Calhoun-Butler	Daily	All Units

Integrity House-Licensed Residential Drug Treatment Program	Mr. Georges Mombun	Daily	ECHO 500N Male & ECHO 500S Female
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Guazabara Insights Life Skills, Conflict Resolution & Self- Empowerment	Mr. Dennis Febo	3 times a week	All Units
Keeping it Real (Each One Teach One, Support Group, Self-Help)	Mrs. M. Hill	Daily	Gym (Females)
Medication Assistant Treatment Programs (MAT)	Ms. H. Elezi	Daily	All Units
Linking to Employment Activities Pre-release (LEAP)	Mr. K. Davis	Daily	Module Classrooms
Jersey City Literacy Program	Vendor	Weekly	Classroom
WellPath - Mental Health (All Counseling, Crisis Intervention, Release Prep., MICA Referrals)	Dr. Talbot	Daily	DIW/All Units
Recreation Program (Athletic Supplies/Games, Bookmobile, Writing, Newsletter)	Mr. D. Glover	Daily	
Religious Services/Volunteer (Counseling, Studies, Interfaith Services, Family Day Events)	Rev. W. Toro Paid staff Clergy include: Eman, Rabi, Ministers, Deacon. Additionally 43 Chaplains assist voluntarily	Daily	All Units
US Dept. of Veterans Affairs (Jail Diversion, Outreach, Aftercare)	Mr. M. Correale	As needed	All Units



# **EXHIBIT B**

## MEMORANDUM OF UNDERSTANDING

In the housing of Passaic County inmates by Hudson County the following protocols will be employed:

1. Hudson will produce all Passaic County inmates for Court transportation, on a daily basis, having the inmates dressed and ready for pick up by 6 a.m.
2. Hudson will provide Passaic County inmates with bag lunches for all Court transportation.
3. Passaic and Hudson will act in good faith to deal with any other operational issues, which arise from time to time during the term of the Agreement, to ensure that the intent and purposes of the Agreement are satisfied and the needs of the respective Counties are addressed.

# **EXHIBIT C**

In recognition of the increased staffing needs of Hudson as the result of this Agreement, Hudson agrees to consider for hiring the rank and file corrections officers of Passaic who may be subject to layoff as the result of this Agreement. Hudson agrees that any hiring of those Passaic officers will be pursuant to a method comporting with New Jersey Civil Service regulations, whether it be the Rice Bill (N.J.S.A.40A:14-180) or the Intergovernmental Transfer program (N.J.A.C.4A:4-7.1A), or any other approved program subject to compliance with any approved program administered by the State. Hudson shall extend the offer of employment to former Passaic officers for a period of 90 days from effective date of any Passaic layoff and to accept the laid off officers to be hired by the County under the provisions of the Rice Bill. Officers that choose to seek employment under the provisions of the Rice Bill will not be credited for any prior sick time accrued while employed by Passaic. However, except for the salary to be paid to any Passaic officer hired by Hudson, all other terms and conditions of employment of the Passaic officers, such as seniority, shall be as a new Corrections Officer. Hudson agrees that any officer hired shall be paid at a salary closest to the salary paid to the officer while employed by Passaic. Should the salary guide employed by Hudson contain salaries different the salary guide employed by Passaic the officer will be paid the salary closest to the salary on the Hudson guide without going below the salary the officer was receiving while at Passaic. The Passaic officer will advance to the next step on the Hudson salary guide on the first day of January next succeeding the date of hire of the officer. Should Hudson opt to use the Intergovernmental Transfer program, Passaic recognizes that any officer accepted for employment by Hudson shall have waived all accumulated seniority for purposes of determining promotional, layoff or demotion rights; vacation leave entitlements; and shift and work assignments, prior to hire by Hudson. The officers who are accepted for employment under the provisions of the IGT program only, by Hudson will not be required to waive their accrued sick day complement when becoming an officer with Hudson. Should Hudson opt to use the Intergovernmental Transfer program then Passaic shall ensure that the forms attached hereto have been completed and signed. Passaic understands that Hudson may have to negotiate certain terms and conditions of employment with its rank and file officers at the HCCC regarding the terms and provisions of this section. Hudson agrees to use its best efforts to secure, where required, any approval needed by its collective bargaining representative. Passaic understands that Hudson shall not be deemed to have defaulted in its obligations under the terms of this section should either the New Jersey Public Employment Relations Commission or any arbitrator, who is commissioned pursuant to the terms of the collective bargaining agreement of Hudson that governs Hudson's officers, determines that the provisions of this section violated the collective bargaining agreement or New Jersey law. Passaic further understands that any officer who opts to accept employment with Hudson shall be subject to all County policies as well as the mandatory 10-year period of time of employment with Hudson to be eligible for the payment of health benefits upon retirement.

New Jersey State Civil Service Commission  
 Division of Classification and Personnel Management- Intergovernmental Services Unit  
 P.O. Box 313, Trenton, New Jersey 08625-0313

## INTERGOVERNMENTAL TRANSFER AGREEMENT

All rules, regulations, policies and procedures effective at the date on which this agreement is signed apply.  
 Intergovernmental transfers are subject to approval by the Civil Service Commission prior to the effective date of the transfer.  
 This document is a consensual, voluntary transfer agreement by the sending jurisdiction, the receiving jurisdiction, and the employee and contains the conditions by which:

Transferee Name	Present Permanent Title	Current Salary
Requests a transfer from:		
	Sending Jurisdiction	Jurisdiction Code
To:		
	Receiving Jurisdiction	Jurisdiction Code

### EMPLOYEE AGREEMENT

Signature of Employee	Social Security Number	Date
-----------------------	------------------------	------

Pension system of which you are an active member:  PERS  PFRS  OTHER      Date of Birth:    /   /   

A Waiver of all accumulated seniority and/or sick leave shall be afforded to those in Law Enforcement titles. Please see the attached waiver. Providing your social security number is voluntary. It will be used only to keep records for this program, which is established by N.J.A.C. 4A 4-7.1A.

### SENDING JURISDICTION AGREEMENT

(TO BE COMPLETED ONLY BY THE APPOINTING AUTHORITY)

Transferees shall retain accumulated seniority rights and sick leave, except for those transferring in the title of Firefighter or those in Law Enforcement titles who have signed the attached waiver. Vacation leave balances will not be carried forward by the transferee. The transferee will be paid, on a pro-rated basis, for vacation time earned prior to the effective date of transfer.

**CONTACT INFORMATION (Please Print):**

ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_ (    ) TELEPHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ (    ) FAX \_\_\_\_\_

As the Sending Jurisdiction's authorized signing authority, I by approving and signing below, hereby certify to the receiving jurisdiction and the Civil Service Commission that no supplemental compensation for accumulated sick leave has or will be paid to the transferee.

This transfer has been  Approved      Requested Termination Date: \_\_\_\_\_

Appointing Authority (Authorized Name and Signature of Authority as listed with CSC):

Authorized AA Name	Title
Signature of Approval	Date

**RECEIVING JURISDICTION AGREEMENT**  
(TO BE COMPLETED ONLY BY THE APPOINTING AUTHORITY)

1. This intergovernmental transfer agreement in addition to all documents required to effectuate the transfer must be received by CSC at least seven (7) days prior to the effective date of the transfer.
2. Employees shall retain all accumulated seniority rights and sick time, except for those transferring in the title of Firefighter. A Waiver of such rights shall be afforded to those in Law Enforcement titles and must be agreed upon with written consent from the receiving authority, the affected employee, and the Civil Service Commission. A signed Law Enforcement Waiver  is  is not attached.
3. Vacation leave balances, administrative, personal or other types of leave will not be carried forward by the transferee. The transferee will be paid, on a pro-rated basis, for vacation time earned prior to the transfer.
4. Continuation of payments into the New Jersey Department of the Treasury, Division of Pensions and Benefits Retirement System, without interruption, is mandatory.
5. Is the transferee transferring to a title that has been designated to the Police and Fire Retirement System?  YES  NO
6. If you answered yes above, has it been verified that the transferee meets the eligibility requirements set forth in N.J.S.A 40A:14-127 for enrollment into the Police and Fire Retirement System?  YES  NO
7. The transferee will receive a health benefits package pursuant to the jurisdiction policy.
8. The affected union has been informed of this transfer by the receiving jurisdiction.
9. The requested title is: \_\_\_\_\_; to be compensated at \$ \_\_\_\_\_ annually.
10. If there is an existing residency ordinance, a waiver of residency requirements has been approved for this transferee.

**CONTACT INFORMATION (Please Print):**

ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FAX \_\_\_\_\_

This transfer has been  Approved  Proposed Effective Date: \_\_\_\_\_

Appointing Authority (Authorized Name and Signature of Authority as listed with CSC):

Authorized AA Name \_\_\_\_\_

Title \_\_\_\_\_

Signature of Approval \_\_\_\_\_

Date \_\_\_\_\_

**NEW JERSEY CIVIL SERVICE COMMISSION**  
**AUTHORIZATION OF INTERGOVERNMENTAL TRANSFER**

1. This individual, having met all the conditions for an Intergovernmental Transfer, is granted a change to the following:  
title: \_\_\_\_\_ title code: \_\_\_\_\_ from the title code of: \_\_\_\_\_
2. A Law Enforcement Waiver for the following is attached:  Waiver of all accumulated seniority  Waiver of all accrued sick leave
3. The appointment type for this Intergovernmental Transfer is: \_\_\_\_\_
4. A Working Test Period (WTP):  WILL  WILL NOT be necessary.
5. Conditions/Comments: \_\_\_\_\_

This transfer has been:  APPROVED  DISAPPROVED

CSC Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

New Jersey Civil Service Commission  
Division of Classification and Personnel Management - Intergovernmental Services Unit  
P.O. Box 313, Trenton, New Jersey 08625-0313

**INTERGOVERNMENTAL TRANSFER WAIVER OF RIGHTS**

**Law Enforcement Waiver Requests**  
(Request to Waive All Accumulated Seniority and/or Sick Leave)

I \_\_\_\_\_ hereby request to waive the following rights:  
Transferee Name

**SENIORITY WAIVER**

Employees seeking intergovernmental transfers in Law Enforcement titles shall be granted the option to waive retention of rights to all accumulated seniority. By authorized signature of transferee below, a waiver has been requested:

I request to waive my rights to all accumulated seniority and authorize the Civil Service Commission to facilitate an intergovernmental transfer as specified in the attached Intergovernmental Transfer Agreement (DPF-721).

Transferee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SICK LEAVE WAIVER**

Employees seeking intergovernmental transfers in Law Enforcement titles shall be granted the option to waive retention of rights to all accrued sick leave. By authorized signature of transferee below, a waiver has been requested:

I request to waive my rights to all accrued sick leave and authorize the Civil Service Commission to facilitate an intergovernmental transfer as specified in the attached Intergovernmental Transfer Agreement (DPF-721). By signing this waiver, I further acknowledge that no supplemental compensation for accrued sick leave has or will be paid to me.

Transferee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RECEIVING AGENCY ACKNOWLEDGEMENT OF WAIVER**

As the Receiving Agency's authorized signing authority, I \_\_\_\_\_ by signing below, acknowledge such waiver signed by the above named transferee and certify that accumulated seniority and/or sick leave will not be retained after effectuation of the Intergovernmental transfer.

Appointing Authority Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NEW JERSEY CIVIL SERVICE COMMISSION  
AUTHORIZATION OF SENIORITY AND/OR SICK LEAVE WAIVER**

A Seniority and/or Sick Leave Waiver have been signed by the transferee. The Receiving Agency's authorized signing authority has acknowledged such waiver and certified the employee's accumulated seniority and sick leave will not be retained after effectuation of the intergovernmental transfer. The Sending Agency's authorized signing authority has certified that no supplemental compensation has or will be paid to the employee.

\_\_\_\_\_  
CSC Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date