

County of Passaic Board of County Commissioners



OFFICE OF COUNTY COMMISSIONERS

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Deputy Director Bruce James
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Anthony J. De Nova III
Administrator
Matthew P. Jordan, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board

Public Meeting (Board Meeting)


Date: Dec 14, 2021 - 5:30 PM

Location: County Administration Building
220
401 Grand Street
Paterson, NJ 07505


Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND COUNTY OF BERGEN FOR THE PROVISION OF CORRECTIONAL SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ, ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:
COUNTY ADMINISTRATOR

REVIEWED BY:


Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:


Matthew P. Jordan, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#	R20211132							
Meeting Date	12/14/2021							
Introduced Date	12/14/2021							
Adopted Date	12/14/2021							
Agenda Item	m-16							
CAF #								
Purchase Req. #								
Result	Adopted							
COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lepore	<				<			
James	<				<			
Akhter		<						
Bartlett	<			<	<			
Best Jr.	<				<			
Duffy	<				<			
Lazzara	<		<		<			

PRES.= present ABS.= absent
 MOVE= moved SEC= seconded
 AYE= yes NAY= no ABST.= abstain
 RECU.= recuse

Dated: December 15, 2021

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND COUNTY OF BERGEN FOR THE PROVISION OF CORRECTIONAL SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

WHEREAS, the County of Passaic (hereafter "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 (hereafter "Board") is vested with managing the property, finances, and affairs of the County; and

WHEREAS, on August 11, 2014, P.L. 2014 c. 31 (hereafter "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, on August 10, 2021, the Board approved Resolution No. R20210733 authorizing the creation of the Passaic County Jail Assessment Committee (hereafter "Committee") and directing the County Administrator to begin fact-finding, including negotiations with a local government unit to explore consolidating operations of the Passaic County Jail; and

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

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

WHEREAS, 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, a Shared Services Agreement by and between the County and County of Bergen for the Provision of Correctional Services (hereafter "Agreement"), attached to and made part of this Resolution, authorizing the transfer of seven hundred inmates from the Passaic County Jail to the Bergen County Jail, among other terms and conditions, is being recommended for approval by the County Administrator; and

WHEREAS, the Agreement with Bergen County maintains all jobs, ranks, and salaries of Passaic County Jail employees, and furthermore, allows the Passaic County Sheriff to expand public safety initiatives throughout the County, including the creation of new units to transport inmates for municipalities, address the opioid epidemic, and expand the police presence in the Passaic County Park System; and

WHEREAS, funds are available in any other 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 2021 and/or subsequent years' County budget (s), which is attached to 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 approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:65-1, et seq., that the Board of County Commissioners of the County of Passaic authorizes a Shared Services Agreement by and between the County of Passaic and County of Bergen for the Provision of Correctional Services, attached to and made part of this Resolution.

LET IT BE FURTHER RESOLVED, that the Clerk of the Board, County Administrator, County Counsel, and Director of the Board of County Commissioners are authorized to take any other action necessary to carry out the purposes of this Resolution, including executing the Agreement.

MPJ

December 14, 2021

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF BERGEN

and

COUNTY OF PASSAIC

for the

PROVISION OF CORRECTIONAL SERVICES

Approved by Board of County Commissioners of the County of Bergen Resolution No. 1142-21

Approved by Board of County Commissioners of the County of Passaic Resolution No. R20211132

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

The Office of the Bergen County Counsel
One Bergen County Plaza, 5th Floor
Hackensack, New Jersey 07601-7076
Phone: (201) 336-6950
Fax: (201) 336-6966

SHARED SERVICES AGREEMENT – INMATE TRANSFER

THIS SHARED SERVICES AGREEMENT (hereafter “Agreement”), dated this 15th day of December, 2021, 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 Bergen, a body politic and corporate of the State of New Jersey (hereafter “BERGEN”), with its principal offices located at One Bergen County Plaza, Hackensack, New Jersey 07601. Passaic County and Bergen 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 August 10, 2021 the Board of County Commissioners of the County of Passaic adopted Resolution No. R20210733, authorizing the creation of the Passaic County Jail Assessment Committee and directing the Passaic County Administrator to begin fact finding, including negotiations with a local government unit to explore consolidating operations of the Passaic County Jail; and

WHEREAS, PASSAIC and BERGEN agreed, pursuant to the terms and conditions as set forth in this Agreement, to regionalize correctional services, whereby PASSAIC would transport inmates to 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 BERGEN 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 BERGEN 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 BERGEN 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 BERGEN 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 Bergen County Jail over a period of ten (10) years commencing January 1, 2022 and terminating December 31, 2031. PASSAIC is authorized to transfer a maximum of seven hundred (700) inmates.
- B. PASSAIC agrees that it will pay BERGEN the fees described herein for a minimum of five hundred (500) inmates (hereafter “Guaranteed Minimum”) even if the actual number of inmates at any time is less than five hundred (500) inmates. The Guaranteed Minimum does not go into effect until such time that at least five hundred (500) inmates are transferred from PASSAIC to BERGEN. In the event BERGEN accepts more than five hundred (500) inmates, PASSAIC shall pay fees on a per inmate basis for the actual number of inmates provided.

III. SERVICES AND COMPENSATION.

- A. BERGEN shall provide all PASSAIC inmates, except as may be modified herein, with the same services required by Federal and/or State Law, and which BERGEN currently provides to its inmates within the Jail in accordance with N.J.A.C. 10A:1-1 et seq.
- B. PASSAIC shall be responsible for the transportation to the Bergen County Jail of all inmates accepted by BERGEN pursuant to this Agreement.
- C. PASSAIC will pay to BERGEN 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 Bergen County Jail:

TERM	PER DIEM RATE
January 1, 2022 to December 31, 2022	\$104.00
January 1, 2023 to December 31, 2023	\$104.00
January 1, 2024 to December 31, 2024	\$105.00

January 1, 2025 to December 31, 2025	\$105.00
January 1, 2026 to December 31, 2026	\$106.00
January 1, 2027 to December 31, 2027	\$107.00
January 1, 2028 to December 31, 2028	\$109.00
January 1, 2029 to December 31, 2029	\$109.00
January 1, 2030 to December 31, 2030	\$110.00
January 1, 2031 to December 31, 2031	\$112.00

- D. BERGEN shall submit monthly bills to PASSAIC detailing the amount due for the housing fee, plus any reimbursable expenses incurred by BERGEN pursuant to this Agreement which shall be paid on or before the 30th day of the following month. 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 “Treasurer, County of Bergen” and mailed to One Bergen County Plaza, Hackensack, New Jersey.
- E. The Parties agree that no more than fifty (50) inmates may be transferred from PASSAIC to BERGEN on any one day.
- F. BERGEN, 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, BERGEN shall reimburse PASSAIC for the difference between the per diem rates.

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 BERGEN and each inmate must be medically cleared for release into the general population at the Bergen County Jail. BERGEN 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. BERGEN will conduct physical examinations for any inmates who are new commitments not previously confined to the Passaic County Jail. 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., BERGEN shall provide PASSAIC inmates ordinary, routine, non-hospital, non-emergency care and treatment as part of the services provided pursuant to this Agreement. All ordinary, routine, non-hospital, non-emergency care or treatment shall be paid by BERGEN and not charged to PASSAIC.
- C. BERGEN shall provide all necessary transportation that occurs in the event of a medical emergency or hospitalization to a PASSAIC inmate, and shall be responsible for all appropriate oversight, security, and control of the inmate at the hospital or other destination.
- D. In the event of a medical emergency, a PASSAIC inmate that is housed at the Bergen County Jail shall be transported by BERGEN to Bergen New Bridge Medical Center. In the event of hospitalization or off-site treatment for a medical condition, a PASSAIC inmate shall be transported by BERGEN to Bergen New Bridge Medical Center.

- E. BERGEN shall be responsible to provide emergency medical response and care to all Passaic County inmates housed in the Bergen County Jail.

V. TRANSPORTATION.

- A. PASSAIC shall be responsible for all transportation of PASSAIC inmates from the PASSAIC County Jail to the Bergen County Jail and from the Bergen County Jail to Passaic County prior to release.
- B. PASSAIC shall be responsible for all transportation of PASSAIC inmates to and from the Bergen County Jail 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.

VI. PRE-APPROVAL FOR PASSAIC TRANSFERS.

- A. Prior to the transfer of PASSAIC inmates, PASSAIC shall provide BERGEN 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 BERGEN 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 BERGEN, PASSAIC shall provide BERGEN with a completed BERGEN 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. BERGEN shall maintain incident reports for PASSAIC inmates as with BERGEN inmates as required by law. PASSAIC inmate reports shall be made available to PASSAIC upon request.
- C. BERGEN 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 Bergen County Jail rules and regulations governing inmate visitation.
- E. BERGEN 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.

VIII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, 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.
- 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 Bergen County, however, it is anticipated that the Superior Court of either Bergen County or Passaic County will elect not to permit venue in either County and transfer any litigation to another County. BERGEN 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 Bergen 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 BERGEN 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, BERGEN will cooperate with PASSAIC in the preparation and filing of the plan. PASSAIC hereby agrees to indemnify and hold BERGEN 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 BERGEN.

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 BERGEN:

COUNTY OF BERGEN
One Bergen Plaza
Hackensack, NJ 07601

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

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
Paterson, New Jersey 07505

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.

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 BERGEN 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 Bergen 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 Bergen. 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.

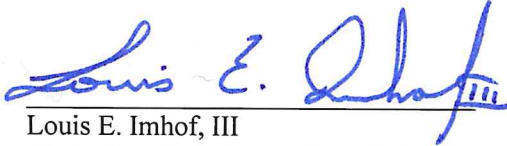
- J. No Waiver. The failure of a Party to insist on strict performance of any or all the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver 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

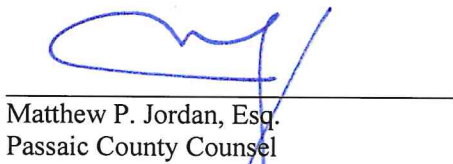


Louis E. Imhof, III
Clerk, Board of County Commissioners



Pasquale Lepore
Director, Board of County Commissioners

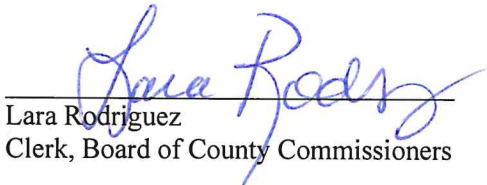
As to form and legality:



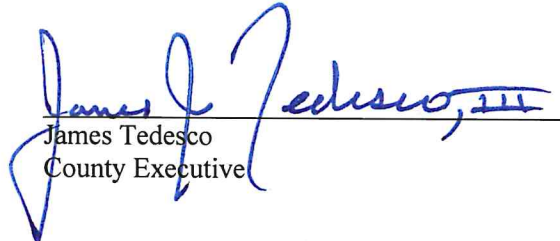
Matthew P. Jordan, Esq.
Passaic County Counsel

Attest:

COUNTY OF BERGEN



Lara Rodriguez
Clerk, Board of County Commissioners



James Tedesco
County Executive



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1142-21

Agenda: 12/15/2021

Sheriff's Office

Meeting Date: 12/15/2021

Purpose: Authorize shared services agreement for the County to allow for the transfer of Passaic County Inmates to the Bergen County Jail

Dollar Amount: Revenue Producing

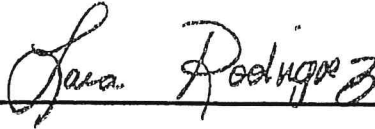
Prepared By: JETH

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairman Tanelli, Vice Chairwoman Silna Zur, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Sullivan

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1142-21, passed by the BOARD OF COUNTY COMMISSIONERS on 12/15/2021.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1142-21

Agenda: 12/15/2021

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, in accordance with the County Executive's shared services initiative, the County seeks to enter into a shared services arrangement with the County of Passaic wherein the County of Bergen will accept up to Seven Hundred (700) inmates currently housed in the Passaic County Jail; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce governmental expenses funded by the taxpayers; and

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 units to provide or receive any services that each local 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(4); and

WHEREAS, the County of Passaic does not have the current ability to house all inmates in the Passaic County Jail; and

WHEREAS, the County of Bergen has the ability to accept the transfer of inmates from the Passaic County Jail to the Bergen County Jail; and

WHEREAS, Bergen County has agreed to accept Passaic County inmates pursuant to the terms and conditions of the attached agreement which includes the payment of amounts from Passaic County to Bergen County; and

WHEREAS, County Counsel has prepared a form of agreement entitled "Shared Services Agreement To Permit the Transfer of Inmates Within the Passaic County Jail to the Bergen County Jail" (the "Shared Services Agreement"), a copy of which is annexed hereto; and

WHEREAS, Passaic County has agreed to the terms of the Shared Services Agreement by adoption of Resolution No. _____, adopted on December 14, 2021 a copy of which is annexed hereto; and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.), requires that the Shared Services Agreement be approved by resolutions adopted by both parties; and

WHEREAS, said Shared Services Agreement will not require the layoff or termination of employment of any employees of either Passaic County or Bergen County; and

WHEREAS, in accordance with *N.J.S.A. 40:41A-36(i)*, Bergen County Executive James J. Tedesco, III, has presented the Shared Services Agreement to the Board of Commissioners for its review and approval,

NOW, THEREFORE, BE IT RESOLVED by the **BERGEN COUNTY Board OF COMMISSIONERS**, upon the recommendation of the County Executive and the Bergen County Sheriff, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Commissioners hereby agrees to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the Shared Services Agreement with the County of Passaic in substantially the form annexed hereto, together with any other documents necessary to formalize the aforementioned agreement, the Agreement and all other documents to be in forms approved by County Counsel.