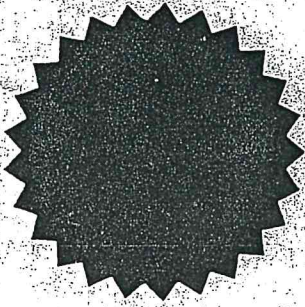


**BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF PASSAIC  
STATE OF NEW JERSEY**  
R-09-153

Louis E. Imhof, III

I, ~~MARLA P. BROWN~~, Acting Clerk of the Board of Chosen Freeholders of the County of Passaic, do hereby certify that the annexed is a true copy of a Resolution, passed at a regular meeting of the Board of Chosen Freeholders held on the 24th day of February 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Passaic this 11th day of March 2009.



*Louis E. Imhof*

*Clerk of the Board of Chosen Freeholders  
of the County of Passaic*

## RESOLUTION

R-09-153  
2-24-09

**WHEREAS** pursuant to N.J.S.A. 40:20-1 the executive and legislative responsibility and power for the property finances and affairs of the County of Passaic are controlled and managed by its Board of Chosen Freeholders; and

**WHEREAS** pursuant to the Code of Juvenile Justice N.J.S.A. 2A:4A:20 et seq the said Board of Chosen Freeholders is responsible for providing a plan of detention or shelter for juveniles when taken into custody for an alleged criminal offense or delinquency pending a disposition by a court of competent jurisdiction; and

**WHEREAS** presently those juveniles are housed at the Passaic County Youth Reception and Rehabilitation Center in Haledon, New Jersey; and

**WHEREAS** for reasons of economy and efficiency the said Board is strongly considering closing the facility as of March 31, 2009; and

**WHEREAS** in order to discharge its responsibilities under the Code of Juvenile Justice mentioned above the said Board has authorized the County Administrator and County staff to negotiate with the County of Essex for the housing of its Juveniles awaiting Court dispositions at the Essex County Juvenile Detention Facility in Newark, New Jersey; and

**WHEREAS** pursuant to the Local Public Contract Law N.J.S.A. 40A:10-11(a) and the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq the Counties of Essex

and Passaic have the legal authority to enter into an agreement for the housing of Passaic County Juveniles; and

**WHEREAS** the proposed agreement which is for the ten (10) year period April 1, 2009 through March 31, 2019 will result in an estimated savings over the full life of the Agreement of over 128 million dollars whose terms and conditions are hereby incorporated into this Resolution by reference (copy attached hereto and made a part hereof); and

**WHEREAS** this matter has been discussed by the Freeholder Committee for Finance & Administration who is recommending that it be agreed to by the entire Board; and

**WHEREAS** a certification is attached hereto to the effect that funds for the within contemplated expenditure are available;

**NOW THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes a shared services agreement by and between the County of Essex and the County of Passaic for housing of Passaic County Juveniles at the Essex County Juvenile Detention Facility for the period April 1, 2009 through March 31, 2019 pursuant to the terms and condition set forth in the attached proposed document which is adopted by reference; and

**BE IT FURTHER RESOLVED** that the Director and Clerk to the Board be authorized to execute this Shared Services Agreement on behalf of the County of Passaic; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution with the Agreement shall be open for public inspection at the

Office of the Clerk to the Board after adoption of this Resolution;

and

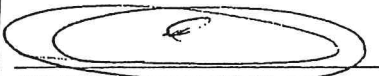
**BE IT FURTHER RESOLVED** that upon execution of the Agreement by both Counties the Clerk to the Board shall forward same with a certified copy of this resolution to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.

MHG:lc

This resolution was requested by:

*Barua James*

Reviewed by:



ANTHONY J. DE NOVA  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND  
LEGALITY:

*William J. Pascrell III*  
WILLIAM J. PASCRELL, III  
COUNTY COUNSEL

**RECORD OF VOTE**

Freeholder	Y	N	NV	ABS	RES	SEC
Duffy	X					X
Gallagher		X				
Hannigan	X					
James			X			
Lepore	X				X	
Rosado	X					
Dir. Way	X					

Y=yes N=no NV=not voting  
 ABS=abstain RES=moved  
 SEC=seconded

Dated: February 24, 2009

**AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF ESSEX FOR  
HOUSING PASSAIC COUNTY JUVENILES**

**THIS AGREEMENT** made this 1st day of April, 2009 between the County of Passaic, a political subdivision of the State of New Jersey, having its principal office at the Passaic County Administration Building, 401 Grand Street, Paterson, New Jersey 07505, and the County of Essex, a body politic and corporate of the State of New Jersey, having its principal offices at the Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Newark, NJ 07102; and

**WHEREAS** there exists a need to house Passaic County juveniles with pending criminal charges (hereinafter "Passaic County placements") at the Essex County Juvenile Detention Facility (hereinafter "ECJDF"); and

**WHEREAS** the Board of Chosen Freeholders of the County of Passaic has requested the assistance of the County of Essex; and

**WHEREAS** Essex County desires to assist Passaic County by making space available in the ECJDF on a constant basis; and

**WHEREAS**, the County of Passaic, intends to close its Juvenile Detention Facility; and

**WHEREAS** the parties have the authority to enter into an Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-10 et seq.

**NOW THEREFORE**, the County of Passaic and the County of Essex hereby enter into this Agreement for housing Passaic County juveniles with pending criminal charges at the sole discretion of the Criminal Courts of the State of New Jersey, i.e. Passaic County Placements at the ECJDF, on the following terms and conditions:

**PURPOSE**

Essex County shall accept, house, feed, educate, medically treat, and guard Passaic County placements at the ECJDF.

**REPORTING REQUIREMENTS**

On a monthly basis Essex County shall provide discharge reports for each Passaic County child said reports shall indicate the daily census of Passaic County placements.

**DAYS**

For purposes of this Agreement and the "Daily Rate", a "Day" shall be defined as any time before 12:00AM on a day of arrival and any time after 12:00 AM on a day of discharge.

**TRANSPORTATION**

Passaic County shall provide for all of the transportation, for whatever purposes, of their placements to and from the ECJDF. Essex County shall have no responsibility for the transportation of any Passaic County placement. If an emergent condition exists, as solely determined by the appropriate Authorities of Essex County, Essex

County shall provide transportation and shall be entitled to reimbursement for all costs and expenses including, mileage, labor, overtime, etc. Essex County shall provide notice of such emergent condition as soon as practicable but in no instance more than twenty four hours after the occurrence of the condition.

#### **GURANTEED MINIMUM**

Passaic County agrees to guarantee payment and Essex County agrees to provide for a minimum of sixty (60) placements at all times in the ECJDF until December 31, 2010. Passaic County's guarantee remains in full force and effect even if a daily census reveals that its actual number of placements is below (sixty) 60. Therefore, Essex County is entitled to the minimum payment by Passaic County of [Ten Thousand Five Hundred (\$10,500.00) Dollars] per day for said guaranteed sixty (60) placements until December 31, 2010.

#### **PLACEMENTS IN EXCESS OF GUARANTEED MINIMUM**

If during any one day Passaic County shall house in excess of its Guranteed Minimum Placement but less than 10 (ten) more than its Guranteed Minimum Placement, Passaic County shall be responsible for an additional charge at the Daily Rate for each individual excess placement.

If during any one day Passaic County shall house in excess of over (10) ten placements over its Guranteed Minimum Placement at the ECJDF, Passaic County shall be responsible for an additional charge at one and a half times the Daily Rate for each individual placement in excess of over ten (10) placements.

In the event that Essex County is unable to accomodate, for any reason, Passaic County placements it shall coordinate and arrange with other Juvenile Detention Centers or other acceptable facility for the placement of those Passaic County Placements.

#### **GURANTEED MINIMUM ADJUSTMENTS**

The parties agree that on December 31, 2010 they shall utilize the count of daily 2009 Passaic County Placements and 2010 Passaic County Placements to determine the average daily census to determine the Guaranteed Minimum Placement for 2011.. Under no circumstance shall the Guaranteed Minimum Placement for 2011 exceed or be less than 20% of 2010's Guaranteed Minimum Placement.

Thereafter on December 31 of each year of this Agreement the parties ahall determine that year's average daily census to determine the Guaranteed Minimum Placement for the subsequent year. Under no circumstances shall the next year's Guranteed Minimum Placement exceed or be less than 10% of the prior year's Guaranteed Minimum Placement.

For purposes of the PLACEMENTS IN EXCESS OF GUARANTEED MINIMUM the parties agree that any new agreed upon Daily Rate shall apply to the new GURANTEED MINIMUM plus ten (10) placements and that the rate over that additional ten placements shall be at one and a half times the new rate.

#### **DAILY RATE**

The parties agree that the per placement rate, without regard to MEDICAL AND EDUCATION charges (see herein) shall be \$175.00 per placement.. The DAILY RATE shall be fixed through December 31, 2010

**RATE ADJUSTMENTS**

The parties agree that the Daily Rate shall increase by three percent (3%) annually beginning on January 1, 2011.

**MEDICAL TREATMENT**

**On-Site**

The parties agree that, for the year 2009 only, Passaic County shall pay a lump sum of three hundred and thirty-six thousand dollars (\$336,000.00) for the medical care and treatment of the Passaic County Placements at ECJDC.

Effective January 1, 2010, the parties each shall bear the full cost of medical treatment and care based upon their pro-rata portion of their average daily placements for any one year. Essex County contracts out for the provision of medical treatment and care. Therefore the parties agree that on December 31 of each year of this Agreement they shall determine that year's average daily placement and apply their percentage of occupation against the subsequent year's contract price to determine the monthly charge for medical treatment and care for the subsequent year.

**MEDICAL PRO-RATA SHARE CALCULATION:**

Subsequent Year's Annual Contract divided by 365 days shall equal the Contract Daily Rate.

The Contract Daily Rate divided by the Total (Essex/Passaic) Average Daily Placement shall equal the Average Daily Rate Per Placement.

The Average Daily Rate Per Placement multiplied by the Passaic County Guaranteed Minimum Placement equals the Passaic County Pro-Rata Share of the Daily Rate  
The Passaic County Pro-Rata share of the Daily Rate multiplied by 365 equals the Passaic County Yearly Medical Pro-Rata Share.

The Passaic County Yearly Medical Pro-Rata Share shall be divided by twelve and shall equal the Monthly Medical Invoice for Passaic County.

Passaic County shall be permitted to review the purchasing documents of Essex County and make comments thereon. Further Passaic County shall be permitted to attend all meetings, bid openings, interviews, etc. regarding the award of Medical Treatment. However, the process and award of Medical care and treatment is the sole responsibility of Essex County.

Passaic County shall be given a credit for any money received by Essex County, from whatever source, for the payment, reimbursement, adjustment, etc, of any medical expenses incurred on behalf of a Passaic County placement.

**Off-Site**

Passic County shall bear the full cost and expense of any off-site medical treatment and care only for its Passaic County Placements.

**EDUCATION**

The parties agree that, for the year 2009 only, Passaic County shall pay a lump sum of three hundred and thirty-three thousand five hundred dollars (\$337,500.00) for the provision of education to the Passaic County Placements at ECJDC.

Effective January 1, 2010, the parties each shall bear the full cost of the provision of education based upon their pro-rata portion of their average daily placements for any one year. Essex County Contracts for the provision of education. Therefore the parties agree that on December 31 of each year of this Agreement they shall determine that year's average daily placement and apply their percentage of occupation against the subsequent year's contract price to determine the monthly charge for the provision of education for the subsequent year.

EDUCATION PRO-RATA SHARE CALCULATION:

Subsequent Year's Annual Contract divided by 365 days shall equal the Contract Daily Rate.

The Contract Daily Rate divided by the Total (Essex/Passaic) Average Daily Placement shall equal the Average Daily Rate Per Placement.

The Average Daily Rate Per Placement multiplied by the Passaic County Guaranteed Minimum Placement equals the Passaic County Pro-Rata Share of the Daily Rate  
The Passaic County Pro-Rata share of the Daily Rate multiplied by 365 equals the Passaic County Yearly Medical Pro-Rata Share.

The Passaic County Yearly Medical Pro-Rata Share shall be divided by twelve and shall equal the Monthly Medical Invoice for Passaic County.

Passaic County shall be permitted to review the purchasing documents of Essex County and make comments thereon. Further Passaic County shall be permitted to attend all meetings, bid openings, interviews, etc. regarding the award of Medical Treatment. However, the process and award of the provision of Education is the sole responsibility of Essex County.

Passaic County shall be given a credit for any money received from whatever source by Essex County for the payment, reimbursement, adjustment, etc, for the provision of education to any Passaic County placement.

INVOICING

Essex County shall not be required to invoice Passaic County for the guaranteed minimum Passaic County placements, the cost of Medical or Education and, therefore, Passaic County shall make payment of said amounts by the first day of each month of this Agreement. Essex County will execute any document in accord with Passaic County purchasing requirements to effectuate payment.

Essex County will invoice Passaic County for each individual placement on a monthly basis at the DAILY RATE for each day that more than one (1) but less than ten (10) Passaic County placements in excess of their Guaranteed Minimum Placements are housed at the ECJDC.

Further, Essex County will invoice Passaic County for each individual placement on a monthly basis at one and a half times the DAILY RATE per day for each day that more than ten (10) Passaic County placements in excess of their Guaranteed Minimum Placements are housed at the ECJDC.

Payment in accordance with this Agreement shall be rendered within thirty days of the receipt of an acceptable invoice for payment. If Passaic County shall dispute any invoice it must do so in writing within ten days stating with specificity the reason(s)



for any such dispute.

#### **PASSAIC COUNTY PLACEMENTS**

The Passaic County placements lodged in the ECJDF shall be Passaic County residents who meet the ECJDF's criteria for placement in the New Jersey Juvenile Justice Commission Manual of Standards for Juvenile Detention Facilities Effective October 2005 through October 2010(Attachment A) and the Essex County Standard Operation Procedures. (Attachment B).

#### **VISITATION**

Visitation policy and procedure shall be handled and arranged exclusively through the ECJDF. Notice of any change in the Essex County visitation procedures shall be provided to Passaic County not later than thirty (30) days from the date of implementation.

#### **PHYSICAL DAMAGE**

Passaic County shall reimburse Essex County for the cost of repair of all physical damage or part thereof, done to any ECJDF property by any Passaic County placement. To the extent any insurance proceeds shall cover the damage, Essex County shall be obligated to pay over those proceeds to Passaic County. Passaic County shall be provided with all incident reports regarding same within twenty-four hours of the damage being discovered. Both Essex County and Passaic County agree to cooperate with each other, investigators and any and all insurance company.

#### **INDEMNIFICATION**

##### **Essex County to Passaic County**

In addition to the other rights and remedies of the parties herein, Essex County agrees to indemnify and hold harmless Passaic County, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by or resulting from the acts or omissions of Essex County arising out of this Agreement or any of the obligations assumed by Essex County arising out of this Agreement or any of the obligations assumed by Essex County hereunder, that Essex County is solely responsible for such liability. In the event that it is determined that Essex County is not solely responsible for said liability, then Essex County's liability shall be limited to that degree of liability determined by said Court to be proportionate liability of Essex County. Essex County, upon notice from Passaic County, shall resist and defend, at the expense of the Essex County, such action or proceeding. In addition, at its option, Passaic County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Essex County's obligations under this Paragraph.

##### **Passaic County to Essex County**

In addition to the other rights and remedies of the parties herein, Passaic County agrees to indemnify and hold harmless Essex County including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by or resulting from the acts or omissions of Passaic County arising out of this Agreement or any of the obligations assumed by Passaic County hereunder, that Passaic County is solely responsible for such liability. In the event that it is determined that Passaic County is not solely responsible for said liability, then Passaic County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Passaic County. Passaic County, upon notice from Essex County, shall resist and defend, at the expense of Passaic County, such action or proceeding. In addition, at its option, Essex County may engage

separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Passaic County's obligations under this Paragraph.

**PROBATION**

Appropriate staff at the ECJDF shall notify Passaic County Probation or other appropriate agency of Passaic County placements in the ECJDF.

**STANDARDS**

Essex County shall abide by the standards outlined in the Manual of Standards for Juvenile Detention Facilities issued by the Juvenile Justice Commission.

**TERM**

This Agreement is for a period of ten (10) years beginning on or about April 1, 2009 and continuing until March 31, 2019. It is understood that Passaic County will be closing its own Youth Shelter as a result of this Agreement.

**EMPLOYMENT**

If Essex County deems it necessary to increase its workforce as a result of this Agreement, than it agrees to interview some of those Passaic County worker(s) who are being displaced as a consequence of the closing of the Passaic County Detention Center.. Nothing herein shall be deemed to be an offer of employment nor shall any third party rely upon any representation contained herein.

**TERMINATION (CAUSE/CONVENIENCE)**

It is agreed that either party has the right to terminate this Agreement for Convenience at any time and for any reason in its sole and absolute discretion on not less than twelve months written notice to become effective on March 31 in the year in which the notice is given.

Furthermore, either party has the right to terminate this Agreement for breach of any material term contained herein. Notice of termination for Cause shall be provided in writing, by certified and regular mail. Said notice shall allow the party so noticed to cure said breach within forty five (45) days unless said breach shall result in a risk to life and/or safety.

**CONTROLLING LAW**

This Agreement and any disputes thereunder shall be governed by the laws of the State of New Jersey. Neither party is bound to arbitrate or mediate any issue.

**NOTICES**

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

As to the County of Essex  
Department of Citizen Services  
18 Rector Street  
9<sup>th</sup> Floor  
Newark, NJ 07102

cc: Essex County  
Hall or Records Rooms 510 & 535  
465 Dr. martin Luther King Jr. Boulevard  
Newark, NJ 07102

As to the County of Passaic  
County of Passaic  
401 Grand Street  
Room 205  
Paterson, NJ 07505

cc: Passaic County  
401 Grand Street  
Rooms 223 & 214  
Paterson, NJ 07505

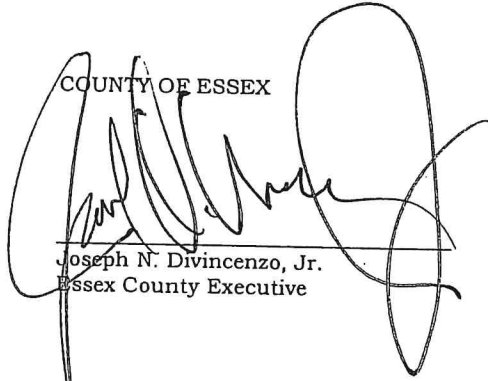
All Notices may be faxed except those required to be delivered by certified mail.

ATTEST:



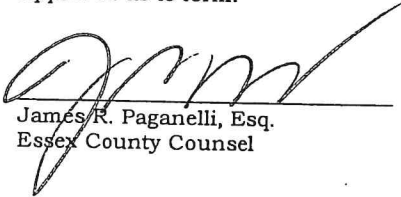
Debra Marvel, Deputy Clerk  
Essex County Board of Chosen  
Freeholders

COUNTY OF ESSEX



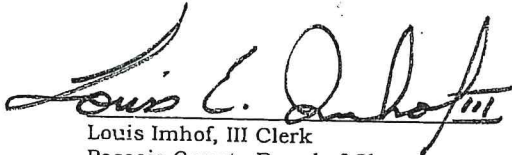
Joseph N. Divincenzo, Jr.  
Essex County Executive

Approved as to form:



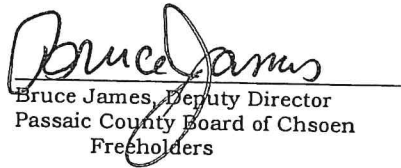
James R. Paganelli, Esq.  
Essex County Counsel

ATTEST:



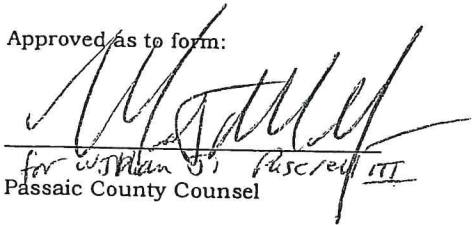
Louis Imhof, III Clerk  
Passaic County Board of Chosen  
Freeholders

COUNTY OF PASSAIC



Bruce James, Deputy Director  
Passaic County Board of Chosen  
Freeholders

Approved as to form:



for William B. Pascrell, III  
Passaic County Counsel



COUNTY OF ESSEX, NEW JERSEY  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I Debra Marvel Deputy

Clerk of the Board of Chosen Freeholders of the County of Essex in the State  
of New Jersey

Do Hereby Certify, the foregoing to be a true copy of a resolution adopted at a  
meeting of said Board on Thursday

the 12th day of March 2009,

together with the certifications, signatures and endorsements thereon.

RESOLUTION NO. R-09-0220

IN Testimony WHEREOF, I have hereunto set my  
hand and affixed the official seal of said County at  
Newark this 12 day of  
April A.D. 2009

Debra Marvel  
Deputy Clerk

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

#67

RESOLUTION NO. R-09-0220 AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: DEPARTMENT OF CITIZEN SERVICES, DIVISION OF YOUTH SERVICES – AGREEMENT  
BETWEEN THE COUNTY OF PASSAIC AND THE COUNTY OF ESSEX FOR HOUSING  
PASSAIC COUNTY JUVENILES

WHEREAS, the County of Essex operates the Juvenile Detention Center (ECJDC) under the Department of Citizen Services, located on 80 Duryea Street in the City of Newark with an approved capacity of 242 beds; and

WHEREAS, in 2005, Essex County became one of the initial counties to participate in the Juvenile Detention Alternative Initiative (JDAI); and

WHEREAS, the objective of JDAI is to reduce overcrowding in juvenile detention facilities and expand the number of detention alternative programs available; and

WHEREAS, Essex County's success in the implementation of JDAI and other measures has created the availability of beds at ECJDC; and

WHEREAS, the County of Passaic has decided not to continue operation of its Juvenile Detention Center and Passaic County has sought out potential partners that are able to provide secure detention for juveniles remanded by the courts; and

WHEREAS, the Board of Chosen Freeholders of the County of Passaic has requested the assistance of Essex County; and

WHEREAS, Essex County desires to assist Passaic County by making space available in the ECJDF on a constant basis; and

WHEREAS, pursuant to the Local Public Contract Law N.J.S.A. 40A:10-11(a) and the Uniform Shared Services and Consolidation Act N.J.S.A.40A:65-1 et seq. the Counties of Essex and Passaic have the legal authority to enter into an agreement for the housing of Passaic County Juveniles; and

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Essex that it hereby authorizes a shared services agreement by and between the County of Essex and the County of Passaic for housing of Passaic County Juveniles at the Essex County Juvenile Detention Facility for the period April 1, 2009 through March 31, 2019 pursuant to the terms and conditions set forth in the attached proposed document which is adopted by reference; and

BE IT FURTHER RESOLVED, that the County Executive and Deputy Clerk to the Board be authorized to execute this Shared Services Agreement on behalf of the County of Essex; and

BE IT FURTHER RESOLVED, that a copy of this Resolution with the Agreement shall be open for public inspection at the Office of the Clerk to the Board after adoption of this Resolution; and

**BE IT FURTHER RESOLVED**, that the Deputy Clerk forward two (2) copies of this resolution and agreement to James Paganelli, Essex County Counsel.

**BE IT FURTHER RESOLVED**, that upon execution of the Agreement by both Counties the Deputy Clerk to the Board shall forward same with a certified copy of this resolution to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs and to the Office of County Counsel.

RECEIVED  
CLERK OF THE BOARD  
201 MAR 11 P 5:05  
ESSEX COUNTY  
BOARD OF  
LANDS & FREIHHOLDERS