

# Passaic County Board of Chosen Freeholders

OFFICE OF THE  
PASSAIC COUNTY FREEHOLDERS  
Director Cassandra "Sandi" Lazzara  
Deputy Dir. Pasquale "Pat" Lepore  
Assad R. Akhter  
John W. Bartlett  
Theodore O. Best, Jr.  
Terry Duffy  
Bruce James

401 Grand Street  
Paterson, New Jersey 07505  
Tel: 973-881-4402  
Fax: 973-742-3746

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: Nov 16, 2020 - 5:30 PM

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


Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE STATE OF NEW JERSEY, OFFICE OF THE CHIEF STATE MEDICAL EXAMINER, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ., ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

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#	R20200946							
Meeting Date	11/16/2020							
Introduced Date	11/16/2020							
Adopted Date	11/16/2020							
Agenda Item	k-13							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lazzara	<				<			
Lepore	<			<	<			
Akhter	<				<			
Bartlett	<				<			
Best Jr.	<				<			
Duffy	<				<			
James	<		<		<			

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

Dated: November 18, 2020

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE STATE OF NEW JERSEY, OFFICE OF THE CHIEF STATE MEDICAL EXAMINER, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.**

**WHEREAS**, the County of Passaic (hereafter "County") is a government body incorporated pursuant to N.J.S.A. 40:18-1, et seq. and vested with all rights contained therein; and

**WHEREAS**, pursuant to N.J.S.A. 40:20-1, the Board of Chosen Freeholders for the County of Passaic (hereafter "Board") is vested with decision making powers on behalf of the County; and

**WHEREAS**, pursuant to N.J.S.A. 26:6B-9, the County is required to appoint a county medical examiner, or in the alternative, contract with another local unit to carry out the functions of a medical examiner's office; 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**, the County Administrator negotiated the Northern Regional Medical Examiner Center Agreement, attached to and made part of this resolution, whereby the State of New Jersey, Office of the Chief State Medical Examiner shall serve as the County's medical examiner, and provide all of the services as required under N.J.S.A. 26:6B-9, which is being recommended for approval; and

**WHEREAS**, a certification of funds executed by the County's Chief Financial Officer is attached to this resolution, attesting to the availability of funds to award the contract described herein; and

**WHEREAS**, this matter was discussed at the November 4, 2020 meeting of the Administration and Finance Committee and is being recommended to the Board approval.

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 40A:65-1, et seq. that the Northern Regional Medical Examiner Center Agreement between the State of New Jersey, Office of the Chief State Medical Examiner and the County of Passaic is hereby approved.

**LET IT BE FURTHER RESOLVED**, that the Clerk to the Board, County Counsel, and Director of the Board are authorized to take any other action necessary to carry out the purposes of this resolution, including executing the Northern Regional Medical Examiner Center Agreement.

MPJ

November 16, 2020

**NORTHERN REGIONAL MEDICAL EXAMINER CENTER AGREEMENT**

**BETWEEN**

**THE COUNTY OF ESSEX  
THE COUNTY OF HUDSON  
THE COUNTY OF PASSAIC  
THE COUNTY OF SOMERSET**

**AND**

**THE STATE OF NEW JERSEY  
OFFICE OF THE CHIEF STATE MEDICAL EXAMINER**

The agreement is entered into this 3rd day of December 2020, between the governing bodies of County of Essex, a public body politic of the State of New Jersey located at Hall of Records, 465 Dr. Martin Luther King Boulevard, Jr., Newark, NJ 07102; the County of Hudson, a public body politic of the State of New Jersey, located at Administration Annex Building, 567 Pavonia Avenue, 4<sup>th</sup> Floor, Jersey City, New Jersey 07306-1803; the County of Passaic, a public body politic of the State of New Jersey located at Administration Building, 401 Grand Street, Paterson, NJ 07505; the County of Somerset, a public body politic of the State of New Jersey located at 21 North Bridge Street, Somerville, NJ 08876 (collectively "the Counties"); and the State of New Jersey, Office of the Chief State Medical Examiner, located at 120 S. Stockton Street, Trenton, NJ 08625 ("OCSME").

WHEREAS, pursuant to N.J.S.A. 26:6B-9, each county is required to appoint a county medical examiner, or in the alternative, contract with OCSME for the performance of medical examiner services; and

WHEREAS, the State, via the OCSME, has been providing medical examiner services to Essex, Hudson, Passaic and Somerset Counties; and

WHEREAS, N.J.S.A. 26:6B-9d requires the treasurer of a County to reimburse OCSME for all costs incurred in properly conducting a county's death investigations and performing all other functions of the county medical examiner office, and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., local government units in the State of New Jersey can enter into shared services agreement for any services or circumstances intended to reduce property taxes through the reduction of local expenses; and

WHEREAS, the Counties, in order to reduce property taxes through the reduction of local expenses, wish to contract with OCSME to provide regional medical examiner services; and

WHEREAS, OCSME is an in-but-not-of entity of the New Jersey Department of Health; and

WHEREAS, the Counties desire jointly to establish a regional Medical Examiner Center on a cooperative basis to be administered by OCSME; and

WHEREAS, the Counties have agreed to reimburse the State for all costs incurred in operating the facility and providing the counties with medical examiner services;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the State and the Counties agree as follows:

**I. PARTIES**

1. The Northern Regional Medical Examiner Office (“NRMEO”) is hereby established in the Department of Health and shall be administered by OSCME.
2. The Chief State Medical Examiner shall appoint a Deputy Chief State Medical Examiner to head the NRMEO. The duties and responsibilities of the Deputy Chief State Medical Examiner shall be those prescribed pursuant to N.J.S.A. 26:6B-8.
3. The Chief State Medical Examiner, in consultation with the Deputy Chief State Medical Examiner, shall appoint personnel as may be considered necessary for the efficient performance of the work of the NRMEO. The Chief State Medical Examiner, in consultation with the Deputy Chief State Medical Examiner, shall prescribe the duties of all such persons thus appointed and shall fix their compensation.
4. Any other county in the State may, in the discretion of the Chief State Medical Examiner, be permitted to join the Regional Medical Examiner Center. The amount of compensation due from such new member county shall be calculated on a pro rata basis as of the effective date of the agreement for such county. The amount of compensation due from the pre-existing member counties shall be recalculated as of the effective date of the entry of the new county. Any adjustment in costs being paid by the preexisting counties shall take effect upon entry of the new county.

## **II. FACILITY/EQUIPMENT**

1. The NRMEO facility is presently located at 325 Norfolk St., Newark, NJ 07103. The cost of operating the facility shall be borne by the counties and supplemented, when possible, by general State appropriations, grants and other sources of revenue acquired by OCSME.
2. The State Toxicology Laboratory and all related equipment is located at the same site.
3. All State maintenance and service contracts and the responsibility and liability thereof shall be assigned to OCSME.
4. Any replacement of major equipment that is to be funded by the Counties, and will not exceed \$100,000 annually, shall be apportioned on a cost allocation plan separate and apart from the schedule of compensation established under Section IV. OCSME shall notify the Counties at least ninety (90) days prior to the replacement of major equipment that is to be funded by the Counties, as set forth herein.

## **III. LIABILITY**

1. As between the Counties and OCSME, OCSME shall be responsible for and shall at its own expense defend itself and the Counties against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of OCSME, its employees, agents or contractors, in the performance of its duties at NRMEO. Nothing contained herein, however, shall be construed as a waiver of any defenses or immunities available to the State under the New Jersey Tort Claims Act or any other law or ruling.
2. OCSME may assign subcontract or transfer any rights, duties or interests in this Agreement to a provider of county medical examiner services that OCSME deems to be qualified. However, such assignee shall be bound by the terms of the Agreement. OCSME must notify the Counties at least ninety (90) prior to the assignment of any portion of this contract and provide the Counties with a written statement of the qualifications in which OCSME is subcontracting said services. The counties will have the opportunity to review these written qualifications and provide consent to the subcontracting or transfer of service no later than thirty (30) days prior to the assignment. This consent shall not be unreasonably withheld. If the parties are unable to reach agreement regarding the assignment of this agreement, then either party may terminate this agreement with thirty (30) days' notice.

3. All programs currently being performed on behalf of Essex, Hudson, Passaic and Somerset Counties by OCSME shall continue as long as the contract remains valid.

#### **IV. WITHDRAWAL OR TERMINATION**

1. The Agreement shall be for a term of four (4) years and nine (9) months, commencing October 1, 2020 and will be effective until June 30, 2025.
2. The Agreement will automatically renew for an additional five (5) year term unless any party gives written notice by September 30, 2024 that they do not intend to extend the Agreement for an additional five (5) year term.
3. No party may withdraw from the Agreement prior to June 30, 2023. Notice to withdraw by this date must be given, in writing, to every other member of this Agreement, no later than September 30, 2022. A party wishing to opt out at any time between June 30, 2023 and June 30, 2025 may only do so at the conclusion of a fiscal quarter (March 31, June 30, September 30, December 31) and must give at least nine (9) months notice, in writing, to every other member of this Agreement.
4. Notwithstanding previous termination provisions, OCSME may terminate the entire Agreement upon the withdrawal of one county or more, except that the State is required to continue to provide services to the remaining counties for the remainder of the State's fiscal year.
5. Should any County choose to opt out of this Agreement, it shall be the County's responsibility to remove, at its own expense and within 30 days of terminating the Agreement, any of its records, biologic samples, paraffin blocks, equipment and any and all of its other property being stored at the NRMEO facility.

#### **V. COMPENSATION**

1. The Counties agree to reimburse OCSME for all costs incurred in providing the Counties with medical examiner services, including, but not limited to, pathology and toxicology services.
2. The compensation to be paid to OCSME by the Counties for medical examiner services shall be based upon an annual cost allocation plan determined by actual workload and expenditures for each County.
3. In each subsequent year wherein the annual increase in service cost is likely to exceed two percent (2%), OCSME shall consult with the Counties

by no later than March 31 of the calendar year in which the increase will occur, and set forth the data and circumstances which give rise to the increase. This consultation will be necessary so as to enable the County to properly prepare for the increase within its own respective budget. Under no circumstances shall any annual increase exceed five percent (5%).

4. The first year of the Agreement, each county shall pay 20% of the annual cost allocation in each of the first two quarters and 30% in each of the last two quarters. In the second and subsequent years, the amount of the annual cost allocation due shall be 25% for each quarter. Payment shall be due at the end of each quarter. Notwithstanding the above, each county may choose to pay the actual cost of services as the County sees fit.
5. Every six months the State shall reconcile the payments made with the number of cases submitted. Any excess funds paid by the Counties will be netted against the payment due in the subsequent quarter. Any deficit shall be paid within the next two quarters. If the County disputes OCSME's reconciliation, the County shall inform the business manager in writing of the grounds for contesting the reconciliation. If the parties cannot resolve the dispute, the Chief State Medical Examiner shall meet with County representatives and the business manager to review and resolve complaint. The Chief State Medical Examiner shall make a determination to resolve the dispute. During this process, the County shall not be excused from submitting quarterly scheduled payments. Upon resolution of the matter, any necessary adjustments shall be made in the subsequent quarter. Should the County disagree with the Chief State Medical Examiner's resolution, the County may appeal the matter to the Commissioner of the New Jersey Department of Health.
6. Each County agrees that if it fails to timely and fully reimburse OCSME for two consecutive quarters, it waives any and all objections to the State automatically obtaining the proceeds from the delinquent county's appropriated State aid to remedy the deficiency. Prior to withdrawing the proceeds from the county's appropriated State aid to remedy the deficiency, OCSME must notify the Counties and give them an opportunity to cure the deficiency.

## **VI. GENERAL TERMS**

1. OCSME shall perform all duties and assume all responsibilities required of it pursuant to N.J.S.A. 26:6B-1, et seq.

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

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

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

3. This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.
4. This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.




**VII. MODIFICATION AND NOTICES**


This agreement shall not be modified, except by written supplemental Agreement, signed by all parties, and resolutions authorizing same by the governing bodies of the Counties.


Notwithstanding the above, agreements may be made between an individual County and OCSME for additional fees and services rendered. Such agreements shall not alter the terms of this agreement.

All inquiries and notices related to this Agreement shall be directed to the performs below or their successors:

Andrew Falzon, MD  
~~Chief State Medical Examiner~~  
120 S. Stockton St.  
Trenton, New Jersey 08625

  
Somerset County  
P.O. Box 3000  
Grove Street  
Somerville, New Jersey 08876

  
Essex County  
Hall of Records  
465 Martin Luther King Boulevard  
Newark, New Jersey 07102

 Abraham Antun  
Hudson County Administrator  
Administration Annex Building  
567 Pavonia Avenue, 4<sup>th</sup> Floor  
Jersey City, New Jersey 07306-1803

  
County Administrator DIRECTOR  
County of Passaic  
Administration Building  
401 Grand Street  
Paterson, NJ 07505-2023

APPROVED AS TO FORM AND LEGALITY

BY:   
MATTHEW P. JORDAN, ESQ.  
COUNTY COUNSEL

DATE: NOVEMBER 23, 2020





COUNTY OF ESSEX, NEW JERSEY  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I Deborah Davis Ford 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 Monday  
the 9th day of November, 2020, together with the certification, signatures and  
endorsements thereon.

RESOLUTION NO.- R-2020-00823, 00833, 00837, 00838, 00840, 00843, 00856, 00857

*IN Testimony WHEREOF, I have hereunto set my  
hand and affixed the official seal of said County at  
Newark this 30th day of  
November A.D. 2020*



Clerk

Revised  
29

**RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** R-2020-00883 **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:**

**OFFICE OF THE COUNTY ADMINISTRATOR – REGIONAL MEDICAL EXAMINER AGREEMENT BETWEEN THE COUNTY OF ESSEX AND THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY – FOUR (4) YEAR NINE (9) MONTH TERM COMMENCING OCTOBER 1, 2020 – AMOUNT NOT TO EXCEED \$24,000,000.00**

WHEREAS, the County of Essex is required by N.J.S.A. 52:17B-83 to provide services of a County Medical Examiner; and

WHEREAS, the New Jersey Department of Law and Public Safety had notified the County that the current Regional Medical Examiner Agreement between the State of New Jersey and Essex County expired June 30, 2020. Due to the COVID-19 pandemic, the State of New Jersey was unable to generate a new Agreement as scheduled, and a three (3) month extension was approved via Resolution R-2020-00627; and

WHEREAS, the State through its Department of Law and Public Safety, has submitted a proposed Regional Medical Examiner Agreement which includes Forensic Toxicology Services with the County and the State of New Jersey, Department of Law and Public Safety for an additional four (4) year nine (9) month term commencing October 1, 2020 at an amount not to exceed \$24,000,000.00; and

WHEREAS, the parties agree to abide by the terms of the attached agreement; and

WHEREAS, the County Executive has submitted and recommended for Board of Chosen Freeholder approval said Regional Medical Examiner Agreement; and

WHEREAS, the Chief Financial Officer has certified the availability of appropriations to fund the projected costs to the County under said agreement through 2020 (which certification is attached hereto) with the annual contract balances being contingent upon the availability of future appropriations therefore as shall be certified by the Chief Financial Officer; and

WHEREAS, the Board of Chosen Freeholders is empowered by N.J.S.A. 40A:41A-38(n) to approve, by resolution, contracts presented to the County Executive; now, therefore, be it.

RESOLVED, by the Essex County Board of Chosen Freeholders as follows:

1. That the Regional Medical Examiner Agreement, a copy of which is annexed hereto, is approved.
2. That the three (3) certified copies of this resolution and executed agreement be forwarded to Robert D. Jackson, County Administrator and one (1) to Courtney, Gaccione, County Counsel, and one to Mark Acker, Director, Department of Administration and Finance.

RECEIVED  
CLERK OF THE BOARD  
2020 NOV - 9 AM 10:19  
ESSEX COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS

Approved as to form and legality

Anthony Peano  
ESSEX COUNTY COUNSEL

Date

9/30/20

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved By Freeholder

Richardson

Second by Freeholder

Cooper

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Cooper				✓	Mercado	✓			
Gill, Pres.	✓				Pomares	✓			
Graham	✓				Richardson, V.P.	✓			
Johnson	✓				Sebold	✓			
Luciano	✓								

It is hereby certified that the foregoing Resolution was (✓) adopted ( ) defeated ( ) tabled by roll call vote at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on Nov. 9, 2020.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

Brendan W. Gill

Brendan W. Gill, President

Regional Medical Examiner  
09/16/2020

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON  
RESOLUTION

No. 680-11-2020

On Motion of Freeholder O'Dee  
Seconded by Freeholder Romano

APPROVING A NORTHERN REGIONAL  
MEDICAL EXAMINER AGREEMENT  
WITH THE STATE OF NEW JERSEY  
OFFICE OF THE CHIEF STATE MEDICAL EXAMINER  
AND  
ESSEX, HUDSON, PASSAIC AND SOMERSET COUNTIES  
FOR  
OPERATION OF THE REGIONAL MEDICAL EXAMINER CENTER  
OCTOBER 1, 2020 TO JUNE 30, 2025  
(\$2,350,564.00 - YEAR ONE)

WHEREAS, pursuant to N.J.S.A. 52:17B-78, et. seq., each County is required to appoint a County Medical Examiner; and

WHEREAS, Essex, Hudson and Passaic Counties have opted not to appoint County Medical Examiners, but to have the Office of the State Medical Examiner provide medical examiner services to said Counties; and

WHEREAS, said Counties, along with Somerset County, established a Northern Regional Medical Examiner Center on a cooperative basis to be administered by the State of New Jersey Office of the Chief Medical Examiner; and

WHEREAS, said Counties have agreed to reimburse the State for all costs incurred in operating the facility and providing the Counties with Medical Examiner services; and

WHEREAS, by way of Resolution No. 173-3-2016, this Board approved a Supplemental Agreement with the New Jersey Department of Law and Public Safety and Essex, Hudson, Passaic and Somerset Counties for operation of the Regional Medical Examiner Center, which Agreement was for the period of July 1, 2015 to June 30, 2020; and

WHEREAS, due to the Covid-19 Pandemic, a new Agreement could not be generated; and

WHEREAS, by way of Resolution No. 440-7-2020, this Board approved a three (3) month extension of that Supplemental Regional Medical Examiner Agreement for the period of July 1, 2020 to September 30, 2020; and

WHEREAS, a new Agreement has been negotiated for a four year nine month period of October 1, 2020 to June 30, 2025; and

WHEREAS, no party may withdraw from the Agreement prior to June 30, 2023 and Notice to Withdraw by this date must be given in writing, to every other member of this Agreement, and a party wishing to opt out between June 30, 2023 and June 30, 2025, may only do so at the conclusion of a fiscal quarter and must give at least nine (9) months' notice to every other member, in writing; and

WHEREAS, the estimated cost for Year 1 of this Agreement shall be in the amount of **TWO MILLION THREE HUNDRED FIFTY THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND 00/100 (\$2,350,564.00)** for the period of July 1, 2020 to June 30, 2021 based upon the State's fiscal calendar for budgeting purposes; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account No. 01-201-25-276-02 to fund the first year of the contract; and

WHEREAS, the continuation of the contract for any subsequent year shall be dependent upon the further appropriation of funds for that contract period and the contract shall so provide; and

WHEREAS, upon the adoption of the budget for the subsequent years of the contract which provides an appropriation of funds for this contract, the Chief Financial Officer shall provide a certification, to be affixed to this resolution, as to the availability of funds for that contract year; and

WHEREAS, in each subsequent year wherein the annual increase in service cost is likely to exceed two (2) percent, the Office of the Chief State Medical Examiner shall consult with the Counties by no later than July 31 of the calendar year in which the increase will occur, and set forth the data and circumstances which gives rise to the increase, and under no circumstances shall any annual increase exceed five (5) percent; and

WHEREAS, under the Local Public Contracts Law at N.J.S.A. 40A:11-5(2), the County is authorized to enter into agreements with the State of New Jersey without the necessity of public bidding; and

WHEREAS, it is appropriate for this Board to approve the Northern Regional Medical Examiner Agreement as described above.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Board hereby authorized the County Executive, Thomas A. DeGise, or County Administrator, Abraham Antun, or Deputy County Administrator, David B. Drumeler, or their lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Board hereby approves the Northern Regional Medical Examiner Agreement with the State of New Jersey, Office of the Chief Medical Examiner and Essex, Hudson, Passaic and Somerset Counties for Operation of the Regional Medical Examiner Center.
4. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Walker	✓				Cedeño	✓			
Cifelli	✓				Rodriguez	✓			
Kopacz	✓				Romano	✓			
Torres	✓				Chairperson Vainieri	✓			
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 12 day of NOV A.D. 2020, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM  
BY:

DONATO J. BATTISTA  
HUDSON COUNTY COUNSEL  
Source: Law Department

RM/ek  
#3

Clerk





RESOLUTION AUTHORIZING NORTHERN REGIONAL MEDICAL EXAMINER CENTER AGREEMENT BETWEEN COUNTY OF SOMERSET AND THE STATE OF NEW JERSEY OFFICE OF THE CHIEF STATE MEDICAL EXAMINER

WHEREAS, the County of Somerset (hereinafter referred to as the "County") and the Counties of Essex, Hudson and Passaic (collectively referred to as the Counties") have agreed to enter into an agreement with the State of New Jersey Office of the Chief State Medical Examiner (hereinafter referred to as "the State"); and

WHEREAS, pursuant to N.J.S.A. 26:6B-9, each county is required to appoint a county medical examiner, or in the alternative, contract with Office of the Chief State Medical Examiner (hereinafter "OCSME") for the performance of medical examiner services; and

WHEREAS, the State, via the OCSME, has been providing medical examiner services to the Counties under an agreement that has now expired; and

WHEREAS, N.J.S.A. 26:6B-9d requires the treasurer of a County to reimburse OCSME for all costs incurred in properly conducting a county's death investigations and performing all other functions of the county medical examiner office, and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., local government units in the State of New Jersey can enter into shared services agreement for any services or circumstances intended to reduce property taxes through the reduction of local expenses; and

WHEREAS, the Counties, in order to reduce property taxes through the reduction of local expenses, wish to contract with the State through OCSME to provide regional medical examiner services; and

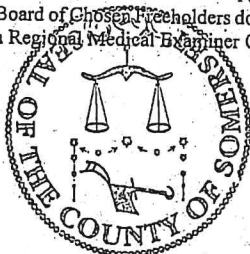
WHEREAS, OCSME is an in-but-not-of entity of the New Jersey Department of Health; and

WHEREAS, the Counties desire jointly to establish a regional Medical Examiner Center on a cooperative basis to be administered by OCSME; and

WHEREAS, the Counties have agreed to reimburse the State for all costs incurred in operating the facility and providing the Counties with medical examiner services pursuant to an agreement on file with the Clerk of the Board; and

WHEREAS, the County of Somerset desires to enter into the Northern Regional Medical Examiner Center Agreement with the State and OCSME in order to provide the necessary medical examiner services.

NOW, THEREFORE, BE IT RESOLVED that the Somerset County Board of Chosen Freeholders does hereby authorize the County Administrator to execute the Northern Regional Medical Examiner Center Agreement between the Counties and the State.



I, Kelly L. Mager, Clerk of the Board of Chosen Freeholders of the County of Somerset in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at its regularly convened meeting of November 10, 2020.

Approved as to Form and Legality  
Somerset County Counsel

*Kelly L. Mager*  
Kelly L. Mager, Clerk of the Board

By: *[Signature]*

**OFFICE OF THE CHIEF STATE MEDICAL EXAMINER  
NORTHERN REGIONAL MEDICAL EXAMINER OFFICE  
FISCAL YEAR 2021 BUDGET**

**COUNTIES OF ESSEX, HUDSON, PASSAIC, & SOMERSET**



**Andrew L. Falzon, M.D.**  
Chief State Medical Examiner

**Alex X. Zhang, M.D.**  
Deputy Chief State Medical Examiner

**Everett Spann, MBA**  
Chief Financial Officer

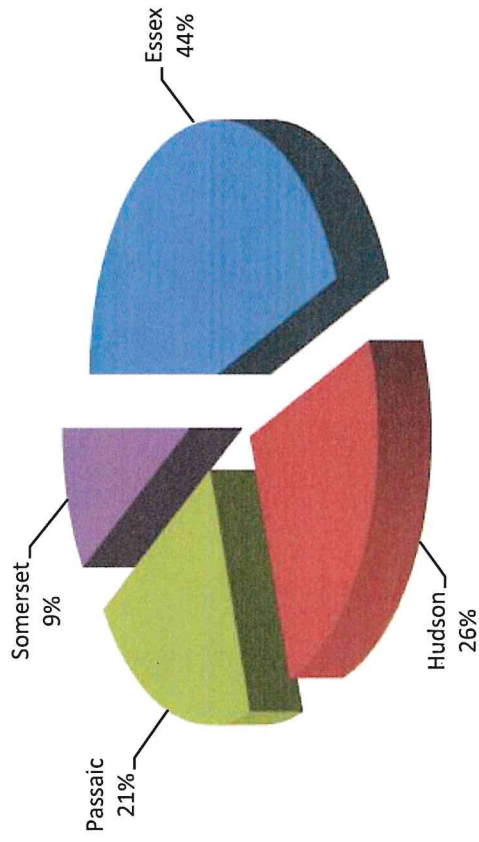
**October 16, 2020**

**NORTHERN REGIONAL MEDICAL EXAMINER OFFICE  
COMPARISON OF BUDGET AND EXPENDITURES  
FOR FISCAL YEAR 2020**

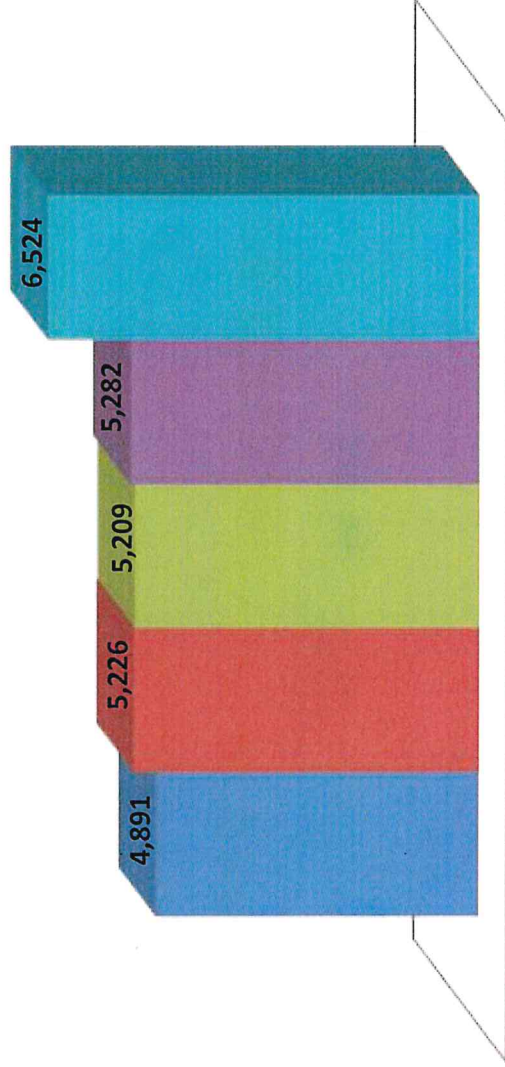
<u>OBJT</u>	<u>DESCRIPTION</u>	<u>FY 20 BUDGET</u>	<u>FY 20 ACTUAL EXPENSES</u>	<u>VARIANCE</u>
1210	SALARIES	\$ 4,027,730	\$ 3,618,706	\$ 409,025
1910	FRINGE BENEFITS	\$ 1,901,602	\$ 1,439,365	\$ 462,237
2110	OFFICE SUPPLIES	\$ 30,000	\$ 37,874	\$ (7,874)
2610	PRINTING & PHOTO SUPPLIES	\$ 90,000	\$ 69,578	\$ 20,422
2310	MEDICAL SUPPLIES	\$ 4,000	\$ (29,317)	\$ 33,317
2410	HOUSEHOLD & CLOTHING	\$ 100,000	\$ 92,634	\$ 7,366
2510	UTILITIES	\$ 190,000	\$ 227,460	\$ (37,460)
3010	STAFF TRAVEL	\$ 5,000	\$ 507	\$ 4,493
3020	CONFERENCES	\$ 5,000	\$ 4,137	\$ 863
3110	TELEPHONE	\$ 193,241	\$ 8,078	\$ 185,163
3210	POSTAGE	\$ 6,000	\$ 2,420	\$ 3,580
3450	COMPUTER EQUIP. MAINTENANCE	\$ 574,872	\$ 522,000	\$ 52,872
3430	COMPUTER SOFTWARE	\$ 2,000	\$ -	\$ 2,000
3510	JANITORIAL SERVICES	\$ 35,000	\$ 30,455	\$ 4,545
3520	SECURITY SERVICES	\$ 288,201	\$ 309,426	\$ (21,225)
3530	CHEM & MED WASTE DISPOSAL	\$ 25,000	\$ 35,646	\$ (10,646)
3620	DOCTORS' PROF. SERVICES	\$ 115,000	\$ 563,933	\$ (448,933)
3621	TOXICOLOGY ANALYSIS	\$ 969,174	\$ 924,738	\$ 44,436
3630	LEGAL SERVICES	\$ 15,000	\$ 13,856	\$ 1,144
3820	SUBSCRIPTIONS & LICENSES	\$ 6,603	\$ -	\$ 6,603
3830	MEMBERSHIPS	\$ 1,000	\$ 1,239	\$ (239)
3890	CONTRACT SERVICES/LIVERY	\$ 345,970	\$ 375,805	\$ (29,835)
4010	BUILDING MAINTENANCE	\$ 155,000	\$ 144,983	\$ 10,017
4110	EQUIPMENT MAINTENANCE	\$ 20,000	\$ 40,748	\$ (20,748)
7010	BUILDING IMPROVEMENTS	\$ 30,000	\$ 2,821	\$ 27,179
4710	EQUIPMENT RENTAL	\$ 2,000	\$ 459	\$ 1,541
4720	VEHICLE LEASE & MAINTENANCE	\$ 32,110	\$ 32,219	\$ (109)
5810	INDIRECT COSTS	\$ 20,000	\$ -	\$ 20,000
	<b>SUBTOTAL</b>	<b>\$ 9,189,504</b>	<b>\$ 8,469,770</b>	<b>\$ 719,733</b>
	<b>EQUIPMENT:</b>			
7410	VEHICLE PURCHASE	\$ 35,000	\$ 31,885	\$ 3,115
7610	EQUIPMENT REPLACEMENT	\$ 35,000	\$ 40,449	\$ (5,449)
7710	COMPUTER EQUIPMENT	\$ 30,000	\$ 290	\$ 29,710
	<b>SUBTOTAL</b>	<b>\$ 100,000</b>	<b>\$ 72,624</b>	<b>\$ 27,376</b>
	<b>REV/EXP ADJUSTMENT</b>	<b>\$ -</b>	<b>\$ (33,019)</b>	<b>\$ 33,019</b>
	<b>TOTAL MEDICAL EXAMINER COSTS</b>	<b>\$ 9,289,504</b>	<b>\$ 8,509,375</b>	<b>\$ 780,128</b>

# FY 2020 DEATH INVESTIGATIONS BREAKDOWN

	Total	Autopsies	Views	Releases
Essex	2,860	680	377	1,803
Hudson	1,698	383	242	1,073
Passaic	1,363	331	187	845
Somerset	603	123	72	408
<b>TOTAL</b>	<b>6,524</b>	<b>1,517</b>	<b>878</b>	<b>4,129</b>



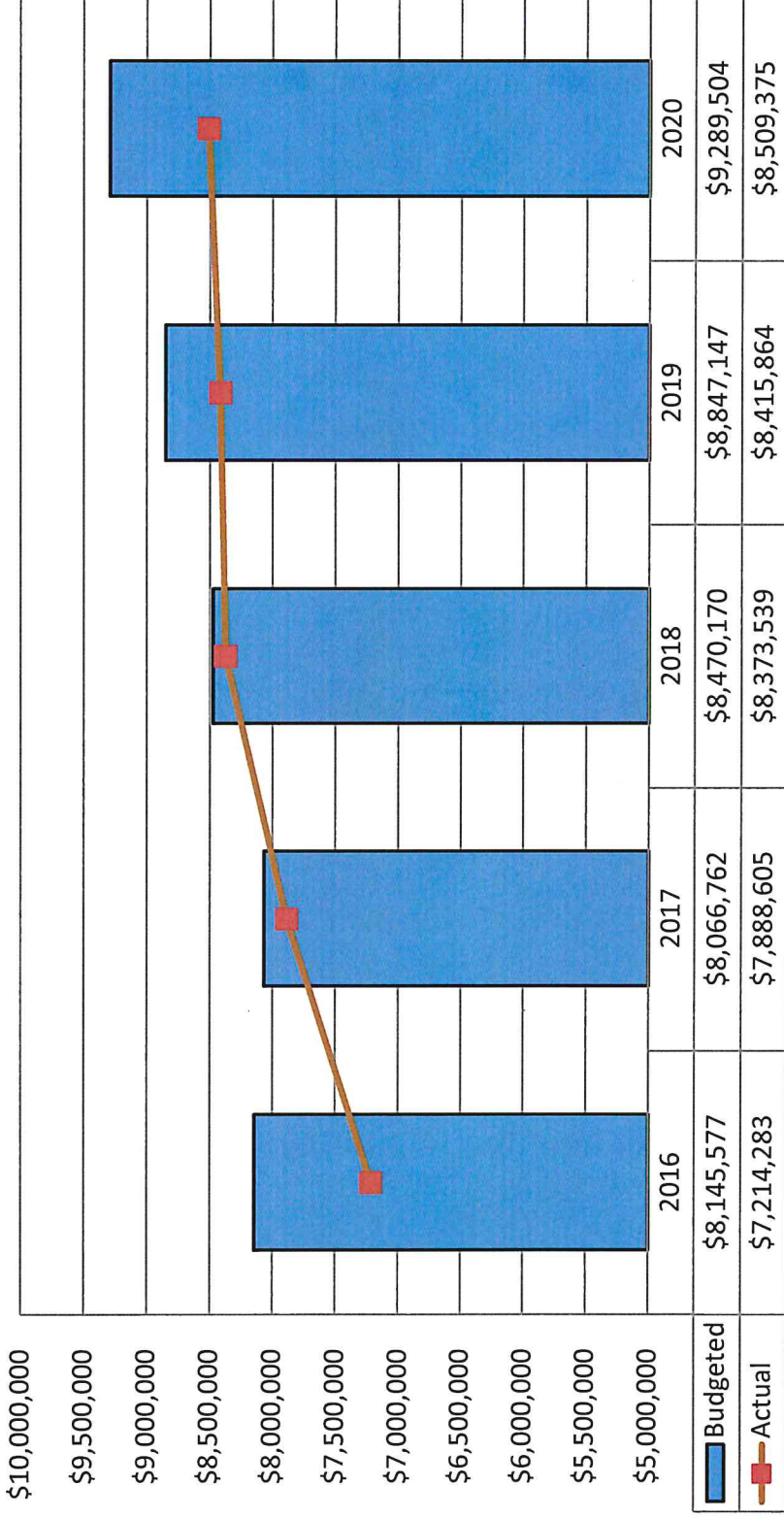
# Death Investigations FY 2016 - FY 2020



■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Essex	2,195	2,386	2,271	2,396	2,860
Hudson	1,217	1,239	1,311	1,259	1,698
Passaic	1,005	1,050	1,116	1,082	1,363
Somerset	474	551	511	545	603
<b>TOTAL</b>	<b>4,891</b>	<b>5,226</b>	<b>5,209</b>	<b>5,282</b>	<b>6,524</b>

# Northern Regional Medical Examiner 5 Year Budgeted vs Actuals



## FY 2020 COST PER COUNTY

Essex	\$ 3,733,812
Hudson	\$ 2,193,091
Passaic	\$ 1,779,127
Somerset	<u>\$ 803,345</u>
<b>TOTAL COST</b>	<b><u><u>\$ 8,509,375</u></u></b>

FY 2020 Budget

\$9,289,504

Proposed FY 2021 Budget

\$9,704,182

PERCENTAGE BUDGET INCREASE/-(DECREASE) FROM FY20 TO FY21:  
4.46%



## **FISCAL YEAR 2021 BUDGET HIGHLIGHTS**

- **FY 2021 FEATURES A CONSOLIDATED BUDGET BASED ON PROJECTED PATHOLOGY AND TOXICOLOGY COSTS.**
- **SALARY COSTS INCLUDE PAY INCREASES FOR DOCTORS IN ADDITION TO TITLE RECLASSIFICATIONS FOR INVESTIGATORS, MORGUE TECHNICIANS, CLERICAL STAFF, AND LABORATORY PERSONNEL.**
- **2% COST OF LIVING INCREASE IS NOT INCLUDED IN FY 2021 BUDGET (DEFERRED UNTIL 12/1/21).**
- **FRINGE BENEFITS ARE BUDGETED AT A RATE OF 49.05%.**
- **A PORTION OF ADMINISTRATIVE SALARIES WILL BE CH SOUTHERN REGIONAL OFFICE; APPROX. \$73,260.**

**NORTHERN REGIONAL MEDICAL EXAMINER OFFICE  
BUDGETED POSITIONS BREAKDOWN**

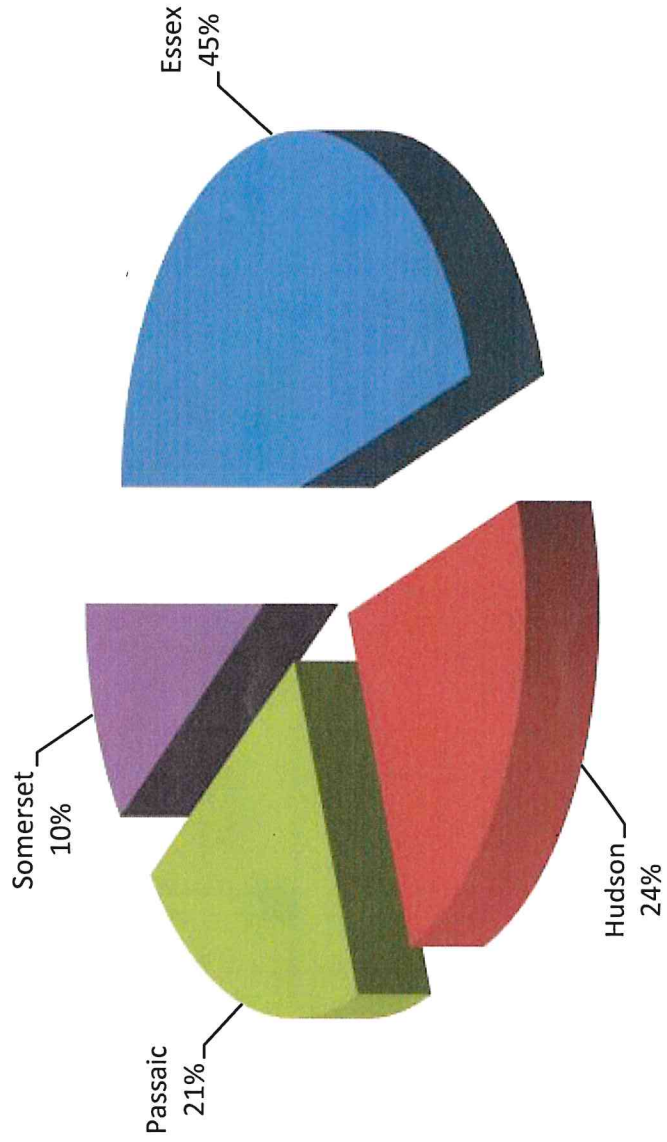
<u># of POS</u>	<u>POSITION NAME DESCRIPTION</u>	<u>SALARY</u>
1	DEPUTY CHIEF STATE MEDICAL EXAMINER	\$ 260,000
1	ASSOCIATE MEDICAL EXAMINER	\$ 210,000
2	ASSISTANT MEDICAL EXAMINERS (1 FUNDED @ 50%)	\$ 272,500
1	ADMINISTRATIVE ANALYST III	\$ 97,644
7	EXECUTIVE SECRETARIES (2 VACANT; CURRENTLY USING TEMP STAFF )	\$ 341,202
7	FORENSIC MORGUE TECHNICIANS (3 VACANT; CURRENTLY USING TEMP STAFF )	\$ 288,300
1	HISTOLOGIST (VACANT; CURRENTLY USING TEMP STAFF )	\$ 41,619
14	INVESTIGATORS (2 CURRENTLY VACANT)	\$ 771,032
2	RADIO DISPATCHERS -TYPING	\$ 76,525
<b>36 FULL TIME POSITIONS</b>		
	<b>PATHOLOGY SALARIES</b>	<b>\$ 2,358,822</b>
	<b>Adjustments:</b>	
	Add: Overtime	\$ 372,842
	Add: Per Diem Doctors	\$ 798,661
	Add: Reclassifications & Promotions	\$ 90,774
	Add: Hourly Employees	\$ 25,627
	Add: 2% Across the Board COL - Deferred until 12/1/21	\$ -
	Less: Reimbursement from OCSME Central Office	\$ (2,500)
	<b>TOTAL ADJUSTED PATHOLOGY SALARIES</b>	<b>\$ 3,644,225</b>
10	FULL TIME ADMIN. SUPPORT POSITIONS (1 CURRENTLY VACANT)	<u>\$ 701,073</u>
	<b>ADMINISTRATIVE SALARIES</b>	<b>\$ 701,073</b>
	<b>Adjustments:</b>	
	Add: 2% Across the Board COL - Deferred until 12/1/21	\$ -
	Add: Overtime	\$ 44,934
	Less: Admin. Support Reimbursements from SRMEO	\$ (73,260)
	<b>TOTAL ADJUSTED ADMINISTRATIVE SALARIES</b>	<u><b>\$ 672,747</b></u>
<b>FY21 TOTAL BILLABLE NRMEO SALARIES</b>		<u><u><b>\$ 4,316,972</b></u></u>

FY 2021 REGIONAL MEDICAL EXAMINER OFFICE - BUDGET DATA  
 FOR THE COUNTIES OF ESSEX, HUDSON, PASSAIC & SOMERSET  
 MEDICAL EXAMINER SERVICES  
 FOR THE PERIOD JULY 1, 2020 - JUNE 30, 2021

<u>OBJT</u>	<u>DESCRIPTION</u>	<u>FY 2021</u> <u>BUDGET</u>
1210	SALARIES	\$ 4,316,972
1910	FRINGE BENEFITS	\$ 1,640,230
2110	OFFICE SUPPLIES	\$ 30,000
2610	PRINTING & PHOTO SUPPLIES	\$ 70,000
2310	MEDICAL SUPPLIES	\$ 4,000
2410	HOUSEHOLD & CLOTHING	\$ 100,000
2510	UTILITIES	\$ 205,000
3010	STAFF TRAVEL	\$ 2,500
3020	CONFERENCES	\$ 5,000
3110	TELEPHONE	\$ 436,895
3210	POSTAGE	\$ 2,500
3450	COMPUTER EQUIP. MAINTENANCE	\$ 517,385
3430	COMPUTER SOFTWARE	\$ 2,000
3510	JANITORIAL SERVICES	\$ 30,000
3520	SECURITY SERVICES	\$ 310,000
3530	CHEM & MED WASTE DISPOSAL	\$ 30,000
3620	DOCTORS' PROF. SERVICES	\$ 424,585
3621	TOXICOLOGY ANALYSIS	\$ 867,927
3630	LEGAL SERVICES	\$ 25,000
3820	SUBSCRIPTIONS & LICENSES	\$ 6,603
3830	MEMBERSHIPS	\$ 1,300
3890	CONTRACT SERVICES/LIVERY	\$ 338,275
4010	BUILDING MAINTENANCE	\$ 155,000
4110	EQUIPMENT MAINTENANCE	\$ 40,000
7010	BUILDING IMPROVEMENTS	\$ 10,000
4710	EQUIPMENT RENTAL	\$ 1,000
4720	VEHICLE LEASE & MAINTENANCE	\$ 32,011
5810	INDIRECT COSTS	\$ -
	SUBTOTAL	\$ 9,604,182
	EQUIPMENT:	
7410	VEHICLE PURCHASE	\$ 35,000
7610	EQUIPMENT REPLACEMENT	\$ 35,000
7710	COMPUTER EQUIPMENT	\$ 30,000
	SUBTOTAL	\$ 100,000
	<b>TOTAL MEDICAL EXAMINER COSTS</b>	<b>\$ 9,704,182</b>
	<i>% of Budget Change from FY20 to FY21</i>	<b>4.46%</b>

# FY 2021 ESTIMATED DEATH INVESTIGATIONS BREAKDOWN

	Total	Autopsies	Views	Releases
Essex	2,351	705	280	1,366
Hudson	1,269	353	158	758
Passaic	1,083	306	120	657
Somerset	536	137	51	348
<b>TOTAL</b>	<b>5,239</b>	<b>1,501</b>	<b>609</b>	<b>3,129</b>



NORTHERN REGIONAL MEDICAL EXAMINER OFFICE  
 FY 2021 ESTIMATED COST ALLOCATION PLAN

	07/11/20- 09/30/20	10/01/20- 12/31/20	01/01/21- 03/31/21	04/01/21- 06/30/21	TOTAL
Essex	\$ 1,053,467	\$ 1,100,427	\$ 1,100,427	\$ 1,100,427	\$ 4,354,749
Hudson	\$ 553,554	\$ 599,003	\$ 599,003	\$ 599,003	\$ 2,350,564
Passaic	\$ 475,731	\$ 510,102	\$ 510,102	\$ 510,102	\$ 2,006,037
Somerset	\$ 239,624	\$ 251,069	\$ 251,069	\$ 251,069	\$ 992,831
<b>TOTAL EST. COST</b>	<b>\$ 2,322,376</b>	<b>\$ 2,460,602</b>	<b>\$ 2,460,602</b>	<b>\$ 2,460,602</b>	<b>\$ 9,704,182</b>

*Counties will be billed at the old rate for the first quarter as requested and the remaining quarters will be billed at the new rate. Adjustments are made in the third quarter to reflect actual expenses.*