

# County of Passaic

## Board of County Commissioners



### OFFICE OF COUNTY COMMISSIONERS

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Deputy Director John W. Bartlett  
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Administrator  
Nadege D. Allwaters  
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Louis E. Imhof, RMC  
Clerk Of The Board

Date: Jan 24, 2023 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF PATERSON TO DEPLOY THE HOPE ONE VAN IN PATERSON BETWEEN JANUARY 1, 2023 AND JUNE 30, 2023, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:  
HUMAN SERVICES

REVIEWED BY:

Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:

Nadege D. Allwaters

Health and Human Services

COMMITTEE NAME

Official Resolution#	
Meeting Date	1/24/2023
Introduced Date	1/19/2023
Adopted Date	
Agenda Item	22.
CAF#	
Purchase Req. #	
Result	

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF PATERSON TO DEPLOY THE HOPE ONE VAN IN PATERSON BETWEEN JANUARY 1, 2023 AND JUNE 30, 2023, 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**, the Department of Human Services (hereafter “Department”) is an umbrella social service agency concerned with planning and funding services for disadvantaged and homeless citizens; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County 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**, in collaboration with the Passaic County Sheriff’s Department and Morris County Prevention is Key, Inc, the County’s Department of Human Services administers the Hope One Mobile Recovery Unit, a large vehicle equipped with medical and emergency equipment, and staffed with a Certified Peer Recovery Specialist, a Mental Health Professional trained as a Certified Peer Recovery Specialist, and a plain clothes Sheriff’s Officer with the mission to reduce substance use disorder and help individuals with mental illness access appropriate treatment and resources, and support individuals on their path to recovery (hereafter “Hope One Van”); and

**WHEREAS**, the Department is requesting that the County enter into a shared service agreement with the City of Paterson, to operate the Hope One Van two days per week to the benefit of residents of the City of Paterson, whereby the City of Paterson pays the County thirty-four thousand five hundred forty-six dollars (\$34,546.00) for the service period beginning January 1, 2023 through June 30, 2023; and

**WHEREAS**, this matter was discussed at the January 11, 2023 meeting of the Health and Human Services Committee and is being recommended to the Board for approval; and

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 40A:65-1, et seq., that the Board of County Commissioners of the County of Passaic hereby authorize the shared services agreement between the County of Passaic and the City of Paterson, to operate the Hope One Van two days per week to the benefit of residents of the City of Paterson, whereby the City of Paterson pays the County thirty-four thousand five hundred forty-six dollars (\$34,546.00) for the service period beginning January 1, 2023 through June 30, 2023.

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

**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.

KJB

January 24, 2023

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**SHARED SERVICES AGREEMENT**

*by and between the*

**COUNTY OF PASSAIC, DEPARTMENT OF HUMAN SERVICES**

*and*

**CITY OF PATERSON POLICE DEPARTMENT**

*for*

**HOPE ONE VAN FOR THE PATERSON COALITION FOR OPIOID  
ASSESSMENT AND RESPONSE**

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**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

**THIS SHARED SERVICES AGREEMENT** (hereafter “Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Passaic, a body politic and corporate of the State of New Jersey (hereafter “County”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the City of Paterson, a body politic and corporate of the State of New Jersey (hereafter “Paterson”), with its principal offices located at 155 Market Street, Paterson, New Jersey 07505. Passaic County and the City of Paterson shall be collectively referred to as the “Parties” 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**, in collaboration with the Passaic County Sheriff’s Department and Morris County Prevention is Key, Inc. (hereafter “Prevention is Key”), the County’s Department of Human Services administers the Hope One Mobile Recovery Unit, a large vehicle equipped with medical and emergency equipment, and staffed with a Certified Peer Recovery Specialist, a Mental Health Professional trained as a Certified Peer Recovery Specialist, and a plain cloths Sheriff’s Officer intended to reduce substance use disorder and help individuals with mental illness access appropriate treatment and resources, and support individuals on their path to recovery (hereafter “Hope One Van”); and

**WHEREAS**, Prevention is Key operates the Hope One Van on behalf of the County, by virtue of Resolution No. 20200564 dated July 14, 2020, when Prevention is Key was awarded a contract through the County’s public bidding process to operate a mobile recovery unit; and

**WHEREAS**, the City of Paterson, in conjunction with partners such as the City of Paterson Police Department, through the Coalition for Opioid Assessment and Response (hereafter “COAR”) runs programs aimed at combating the opioid crisis in Paterson, using strategies such as proactive outreach from peer recovery support specialists, using data-driven solutions to analyze and understand overdose cases and trends, and providing treatment and intervention for individuals in need; and

**WHEREAS**, Paterson, through the City of Paterson Police Department, desires to utilize the Hope One Van as a component of the COAR program in order to provide more direct outreach to individuals in need within Paterson and further achieve the goals of COAR; and

**WHEREAS**, Prevention is Key has agreed to expand its services to the County, and the County shall ensure that the Hope One Van is available to Paterson pursuant to the terms and conditions herein during the Initial Term and any Subsequent Terms, as the case may be, whether Prevention is Key is the contractor operating the Hope One Van or otherwise; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the County and City 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 County and the City of Paterson agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

**I. Incorporation of Recitals.**

The recitals set forth above are incorporated herein by reference.

**II. Term.**

The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022 (hereafter “Initial Term”). The Parties herein can extend this Agreement on an annual basis, in accordance with N.J.S.A. 40A:65-5, by adopting Resolutions extending the term of this Agreement (hereafter “Subsequent Terms”). In the event the County terminates its contract with Prevention is Key, or declines to award a subsequent contract to operate the Hope One Van, the County may terminate this Agreement immediately on notice to Paterson. Either Party may terminate this agreement, for any reason or for no reason, on seven (7) days’ notice to the other Party. Notwithstanding anything contained herein to the contrary, in the event the source of funding for the services under this Agreement are no longer available to Paterson, Paterson shall have the right to terminate this Agreement on seven (7) days’ notice to the County.

**III. Fees and Compensation.**

During the Initial Term, Paterson shall allocate thirty-four thousand five hundred and forty-six dollars (\$34,546.00) to the County for use of the County’s Hope One Van, pursuant to the terms and conditions contained herein. With respect to any fees due to any Party herein during a Subsequent Term, such fees must be referenced in the Resolution authorizing a Subsequent Term, as the case may be.

**IV. Implementation of Hope One Van.**

a. Responsibilities of the City of Paterson

1. Paterson shall provide to the County a list of pre-approved locations for the Hope One Van to render services each day under this Agreement (hereafter “Schedule”). Paterson reserves the right to the changes to the Schedule no more than once per month. In the event of any changes to the Schedule, Paterson shall notify Prevention is Key, or any subsequent contractor, as the case may be, as well as the County, of such updated Schedule.
2. Paterson shall supply to the County and Prevention is Key, or any subsequent contractor, as the case may be, with metrics trackers to be used during days in which the Hope One Van is providing service to Paterson pursuant to this Agreement. Paterson shall train the County and Prevention is Key in using said

metrics trackers. Paterson shall subsequently use the data collected in said metrics trackers to better administer the COAR program.

3. Paterson may supply educational materials to the County to be distributed to individuals in the City of Paterson using the Hope One Van. Prevention is Key, or the subsequent contractor, as the case may be, has the discretion to determine which situations are appropriate to disseminate such educational material.
4. Paterson shall pay the County within thirty (30) days after receipt of invoice from the County. The County shall issue invoices to Paterson on a monthly basis.

b. Responsibilities of the County of Passaic

1. The County shall offer to Paterson the services of the Hope One Van twice per week. Paterson shall arrange with Prevention is Key, or the subsequent contractor, as the case may be, to schedule the two days of service each week. In the event Paterson desires to utilize the Hope One Van on a day that the County has been scheduled to operate the Hope One Van, Paterson shall provide notice fourteen (14) days in advance to the County, and the County shall make reasonable attempts to accommodate Paterson.
2. A representative of Prevention is Key, or in the alternative, a member of the County's Department of Human Services, shall attend any and all COAR meetings and trainings, to ensure that the operators of the Hope One Van are up-to-date on all results, findings, activities, and messaging of COAR.
3. The County shall provide to Paterson all documents, bids, bid responses, contracts, addendums, and extensions with respect to its contract awarded through public bidding to Prevention is Key. In the event, after subsequent public bidding, a new contractor is awarded the contract to operate the Hope One Van, the County shall provide all documents, bids, bid responses, contracts, addendums, and extensions with respect to its contract awarded to the new contractor, as the case may be.

V. Limitation of Delegation of Authority.

- a. To the extent this Agreement constitutes a delegation of authority by the County, 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.
- b. Neither Paterson nor the County 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 the County pursuant to this Agreement.

VI. Compliance with Laws and Regulations.

Paterson and the County agree that each Party will at its own costs and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements which may be applicable to its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

**VII. Insurance.**

At all times during the term of this Agreement, Paterson shall maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement; and shall cause the County to be named as an additional insured and will deliver to the County a certificate of insurance prior to the commencement of services. The County shall further maintain appropriate insurance as to its own actions relative to this Agreement.

**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 such Non-Binding Mediation shall be borne equally by both 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.
- 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 Passaic County.
- 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 Passaic County.

**IX. Severability/Waiver.**

- a. 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.

- b. 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.
- c. If any provision contained in this Agreement is breached by either party and thereafter such breach is waived by the non-breaching party, such waiver will be limited to the particular breach so waived and shall not constitute a waiver of any breach hereunder.

**X. Indemnification.**

To the fullest extent allowable by the law, each party to this Agreement, 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, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the 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.

**XI. Governing Law.**

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.

**XII. Notice.**

All notices, reports, statements, requests, or authorizations required to be give hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic  
Office of the County Administrator  
401 Grand Street, Room 205  
Paterson, NJ 07505

With a copy to: County of Passaic, Department of Human Resources  
Attn: Bart Chou  
401 Grand Street, Room 506  
Paterson, NJ 07505

To: City of Paterson  
Office of the Business Administrator  
155 Market Street, Second Floor



Paterson, NJ 07505

With a copy to: Paterson Police Department  
Attn: Andrea M. Ramalho  
Bureau of Administrative Services, Office of the Director  
[rest of address]

**XIII. Entire Agreement.**

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.

**XIV. Headings.**

The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit any scope of any provision of this Agreement.

**XV. Force Majeure.**

If either parties' performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

**XVI. Amendments and Modifications.**

This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the Parties, it must be accompanied by a resolution authorizing same.

**XVII. Agreement Filed with the New Jersey Division of Local Government Services.**

Pursuant to N.J.S.A. 40A:65-4(b), Paterson 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 Paterson.

**XVIII. Authority.**

By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

**Attest:**

**COUNTY OF PASSAIC**

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

\_\_\_\_\_  
Bruce James  
Director, Board of County Commissioners

**As to form and legality:**

\_\_\_\_\_  
Matthew P. Jordan, Esq.  
Passaic County Counsel

**Attest:**

**CITY OF PATERSON**

\_\_\_\_\_  
Sonia Gordon  
City Clerk, City of Paterson

\_\_\_\_\_  
Andre Sayegh  
Mayor of the City of Paterson