AGREEMENT

by and between the

COUNTY OF BERGEN, NEW JERSEY

and

COUNTY OF PASSAIC, NEW JERSEY

FOR THE PROVISION OF JUVENILE DETENTION FACILITY SERVICES

Dated:

__________________________
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AGREEMENT

THIS AGREEMENT ("Agreement"), dated this ______ day of ______ 2016, by and between the County of Bergen, a body politic and corporate of the State of New Jersey ("Bergen"), and the County of Passaic, a body politic and corporate of the State of New Jersey ("Passaic").

RECITAL

1. The County of Bergen ("Bergen") is a body politic and corporate of the State of New Jersey with its main offices located at One Bergen County Plaza, Hackensack, New Jersey 07601; and

2. The County of Passaic ("Passaic") is a body politic and corporate of the State of New Jersey with its main offices located at XXXXX, XXXXXX, New Jersey 07XXX; and

3. Bergen recognizes the essential purpose of promoting public safety while providing the best care and conditions for the youth that enter the juvenile court system; and

4. Passaic does not currently operate a Juvenile Detention Center. Passaic seeks to use the Bergen County Juvenile Detention Center, located at 200 North Street, Teterboro, New Jersey 07608 for Passaic juveniles who cannot be accommodated at the Essex County Juvenile Detention Center; and

5. Bergen owns and operates a Juvenile Detention Center ("BCJDC"), which is a high quality facility providing necessary and appropriate services and amenities; and

6. Bergen has the capacity to periodically house one or more juveniles who cannot be detained at the Essex County Juvenile Detention Center; and

7. Providing for the detention of Passaic juveniles in the BCJDC will result in a cost savings to Passaic, through the sharing of the facility and the payment of reasonable fees for the juveniles detained; and

8. N.J.S.A. 40A:11-5(2) et seq., specifically authorizes local government units, including counties and municipalities, to enter into agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and considerations made by and between the parties, Bergen and Passaic do hereby agree as follows:
TERMS OF THE AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

1. Consistent with the terms of this Agreement, the Passaic County Sheriff's Department will transport to the BCJDC and the BCJDC may accept from Passaic, at its discretion, when there is available bed space, juveniles for secure care at the BCJDC, located at 200 North Street, Teterboro, New Jersey 07608. Bergen shall accept, house, feed, educate, medically treat and guard Passaic juvenile placements in accordance with all applicable laws, rules and regulations concerning the maintenance and operation of the BCJDC.

2. Pursuant to the BCJDC Admission Policy, it is expressly understood that the JDC reserves the absolute discretion to decline a request by Passaic to admit one or more of its juveniles into the BCJDC. Some of the reasons that a particular juvenile may be denied admission into the facility include, but are not limited to: when it is determined that the juvenile has a pre-existing medical, mental, psychiatric or psychological condition that would make him or her unfit to be housed within the facility; or when it is determined that the juvenile would otherwise pose a threat to safety and security of other juveniles being housed by the BCJDC or its staff.

3. Prior to admission of any juvenile to the BCJDC, Passaic will contact the BCJDC Administration to discuss the available space and the appropriateness of the placement. Bergen will provide to all Passaic juveniles all services which it provides to Bergen juveniles detained in the BCJDC.

4. The use of personal property and funds in the possession of Passaic juveniles when admitted to the BCJDC will be administered and controlled in accordance with BCJDC procedures.

5. Any Passaic juveniles housed at the BCJDC shall be subject to the same rules and regulations governing other juveniles and shall be disciplined in accordance with the same rules and regulations governing other juveniles.

6. Bergen may, without the prior approval of Passaic, move Passaic juveniles from the BCJDC to another suitable location for housing in the event of an emergency such as fire, earthquake, other catastrophe, or conditions presenting imminent danger to the safety of the juveniles. Bergen agrees to notify Passaic as soon as possible of the location at which the Passaic juveniles are being held.

7. In the event that any Passaic juvenile shall escape from the BCJDC, Bergen shall use all reasonable means to recapture the juvenile. The escapee shall be reported to Passaic immediately.

8. Passaic shall have access to the BCJDC at all reasonable times for the purpose of inspecting the facilities and visiting any of the Passaic juveniles confined therein under
the terms of the Agreement. Passaic will be provided with the opportunity to inspect the facility prior to signing the Agreement.

9. The parties hereto agree to observe all federal, state and local laws, ordinances and regulations in meeting their obligations under the terms of this Agreement.

10. The Board of Chosen Freeholders of Passaic County agrees to be bound by all rules and regulations promulgated regarding the BCJDC with respect to all juveniles from Passaic who are accepted for secure care at the BCJDC.

B. FEES AND COSTS

1. Passaic shall pay to Bergen a per diem fee for each housed juvenile in the amount of $225.00 per day, or any part of a day, for which secure care is provided, for the years 2016 and 2017.

2. Passaic will reimburse Bergen for the cost of repair for any and all physical damage done to the BCJDC by Passaic juveniles. Bergen will provide Passaic with all incident reports related to damage caused by a Passaic juvenile.

3. Bergen will submit an invoice to Passaic each month for the housing fee plus any reimbursable expenses incurred by Bergen that are applicable to the Passaic juveniles. Passaic juveniles will be listed individually with their length of stay, along with any additional charges for that monthly billing cycle on a Passaic voucher. Payment in accordance with this Agreement shall be rendered within sixty (60) days of the receipt of an acceptable invoice for payment. If Passaic disputes any invoice, it must do so in writing within fifteen (15) days stating with specificity the reason(s) for any such dispute.

C. MEDICAL TREATMENT

1. Bergen shall provide Passaic juveniles all ordinary medical treatment as part of the services provided pursuant to this Agreement.

2. Bergen shall also provide to Passaic juveniles necessary care from hospitals and/or emergency providers. To that end, Bergen will notify Passaic of any medical problems encountered by Passaic juveniles.

3. Standard, ordinary, non-hospital, non-emergency care provided by Bergen in the BCJDC to Passaic juveniles will not be charged separately to Passaic. Medical costs incurred for emergency care, non-ordinary medical care or medical care for pre-existing conditions shall also be provided to Passaic juveniles in the same manner as such care is provided to Bergen juveniles. All psychiatric evaluations, including but not limited to those necessary for residential placements or to begin new medications are not considered ordinary medical treatment and will be provided for outside of the BCJDC by independent providers arranged by Passaic. Passaic will reimburse Bergen for all emergency, non-
ordinary medical care and/or medical care for pre-existing conditions not covered by Medicaid or other third party payors including, but not limited to, the cost of medications and provision of transportation and security, including any overtime incurred as a result of such medical care, to Passaic juveniles who require treatment and/or hospitalization outside of the BCJDC.

4. Bergen will notify the designated Passaic representative by telephone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Passaic juvenile. Bergen will thereafter provide a written report of the incident to the designated Passaic representative.

D. PROVISION OF NECESSARY INFORMATION

1. Passaic will furnish to Bergen, on such forms as Bergen may require, all information reasonably necessary for Bergen to admit and process the Passaic juveniles. Bergen shall be entitled to two (2) hours advance notice of delivery of a Passaic juvenile to the BCJDC, if possible.

2. Bergen agrees to name its own custodial liaison and Passaic also agrees to provide contract information for the Passaic liaison. The Passaic liaison will provide or arrange for all case management services required for the care and coordination of appointments outside of the BCJDC, including but not limited to medical appointments and court appearances.

E. TRANSPORTATION

1. Passaic shall be responsible for transporting Passaic juveniles from Passaic to and from the BCJDC;

2. When Passaic juveniles require out-of-facility medical, psychiatric or dental care, Passaic will, if practicable, provide all transportation and security while such juveniles are outside of the BCJDC. In the alternative, Passaic will reimburse Bergen for the provision of such transportation by Bergen.

3. In the event of a medical emergency, Bergen will provide transportation to a hospital or medical facility if necessary. Passaic will reimburse Bergen for the transportation and security costs incurred.

F. VISITATION

Visitation with Passaic juveniles will be permitted by Bergen in accordance with its rules and regulations governing visitation of juveniles in the BCJDC.
G. DURATION AND TERMINATION OF AGREEMENT

1. This Agreement will be effective commencing on or about March 1, 2016 until on or about December 31, 2017.

2. Either party may terminate this agreement for any reason by providing sixty (60) days written notice to the other party.

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

As to Bergen County: Dominic J. Novelli, County Administrator
Office of the Bergen County Executive
One Bergen County Plaza, Room 580
Hackensack, New Jersey 07601.

As to Passaic County: XXXXXX YYYYY
Office of the Passaic County Administrator,
123 XXXXX Avenue,
Passaic, New Jersey 07XXX

H. LIMITATION OF DELEGATION

1. To the extent that this Agreement constitutes a delegation of authority by Passaic, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement.

2. However, the parties acknowledge and agree that Bergen will stand in loco parentis and will have the express authority to make all decisions related to the normal operations governing the care of the Passaic juveniles placed in its custody pursuant to this Agreement, as they are applied to Bergen juveniles.

3. Neither Passaic nor Bergen intend by this Agreement to create any agency relationship other than which may be specifically for the limited purpose of the provision by Bergen County pursuant to this Agreement.
I. COMPLIANCE WITH LAWS AND REGULATIONS

1. Bergen and Passaic agree that they will, at their own cost 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.

2. Bergen agrees to cooperate and coordinate with Passaic in securing approval of the Juvenile Justice Commission for the implementation and continuation of this Agreement.

J. INSURANCE

Passaic will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement, and will cause Bergen to be named as an additional insured and will deliver to Bergen a certificate of such insurance prior to the commencement of services.

K. INDEMNIFICATION

Passaic shall indemnify and hold harmless Bergen from any claims made and costs incurred, including the costs of reasonable attorney fees incurred in defense of any claim, brought by a current Passaic employee or collective bargaining representative of the current employees regarding the housing of Passaic juveniles in Bergen.

Bergen shall indemnify and hold harmless Passaic from any claims made and costs incurred, including the costs of reasonable attorney fees incurred in defense of any claim, brought by a juvenile or the legal representative of a Passaic juvenile to any services required by the terms of the agreement to be provided to that juvenile by Bergen.

L. REMEDIES

1. In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Boards of Chosen Freeholders for both Bergen and Passaic and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.
If the dispute cannot be settled through direct discussions, the parties agree to endeavor to
next attempt to settle the dispute by mediation administered by the State of New Jersey
Board of Mediation before resorting to any other remedy at law or equity.

3. In the event that mediation of a dispute fails, the parties would be permitted to pursue any
remedies available to either of them in law or equity. Attorney fees
will be awarded to the prevailing party in any enforcement action.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Agreement is breached by either party
and thereafter such breach is waived by the other party, such waiver will be limited to the
particular breach so waived and will not constitute a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement, will be deemed to be the
covenant, condition or agreement of any past, present or future officer, agent or employee of
Bergen or Passaic, in his or her individual capacity, and neither the officers, agents or employees
of either Bergen or Passaic, nor any official executing this Agreement will be liable personally
on this Agreement by reason of the execution hereof by such person or arising out of any
transaction or activity relating to this Agreement.

O. MISCELLANEOUS

1. Amendment. This Agreement may not be amended or modified for any reason without
the express prior written consent of the parties hereto.

2. Severability. In the event that any provision of this Agreement is held to be invalid or
unenforceable by any court of competent jurisdiction, such holding will not invalidate or render
unenforceable any other provision hereof.

3. Counterparts. This Agreement may be simultaneously executed in several counterparts,
each of which shall constitute an original document and all of which will constitute one and the
same instrument.

4. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements,
conditions and undertakings between the parties hereto with respect to the subject matter hereof,
and supersedes all prior or contemporaneous agreements and undertakings, inducements, or
conditions, express or implied, oral or written between the parties hereto.

5. Further Assurances and Corrective Instruments. The authorized representatives of both
Bergen and Passaic will execute, acknowledge and deliver, or cause to be executed,
acknowledged and delivered, such supplements hereto and such further instruments as may
reasonably be required for correcting any inadequate or incorrect description of the services to be
provided or to correct any inconsistent or ambiguous term hereof.

6. **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 the scope of any provision
of this Agreement.

7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this
Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right
which is not explicitly waived in this Agreement.

8. **Governing Law.** The terms of this Agreement shall be governed by and construed,
interpreted and enforced in accordance with the laws of the State of New Jersey.

**P. EFFECTIVE DATE.** This Agreement shall be effective upon the signature of this document by
all parties, as authorized by the applicable Resolutions passed by the governing bodies of both
Hudson and Bergen.

**Q. TERMINATION DATE.** Either party may terminate this Agreement for any reason by
providing sixty (60) days advance written notice to the other party.

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**ATTEST:**

__________________________

James J. Tedesco, III, Bergen County Executive
Or Dominic J. Novelli, Bergen County
Administrator

**COUNTY OF BERGEN**

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**ATTEST:**

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Xxxxxx Yyyyyy, Clerk
Board of Chosen Freeholders

**COUNTY OF Passaic**

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Zzzzzz Qqqqq
Passaic County Administrator

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