

RESOLUTION RE: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND THE COUNTY OF MORRIS FOR THE HOUSING OF SUSSEX COUNTY JUVENILE DETAINEES IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A.40A:65-1 ET SEQ. AND N.J.S.A. 40:A:11-10 ET SEQ.

WHEREAS, at its November 22, 2016 meeting, the Board of Chosen Freeholders adopted a Resolution authorizing the County of Sussex to enter into an Agreement with the County of Morris for housing Sussex County juvenile detainees at the Morris County Juvenile Detention Center for the calendar year 2017; and

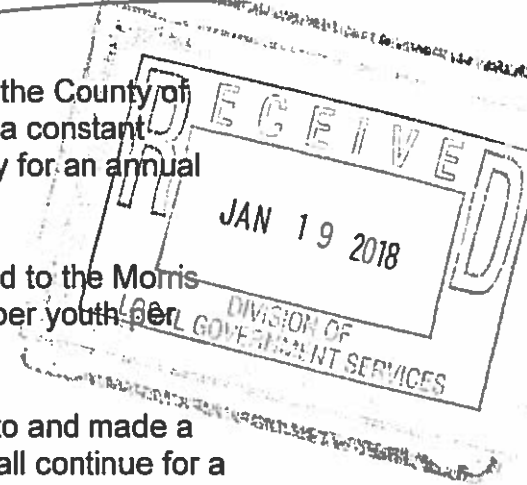
WHEREAS, this Agreement requires renewal effective January 1, 2018 for a period of one (1) year; and *12-31-2018*

WHEREAS, the renewal Agreement stipulates that the County of Morris would make available three (3) beds/placement on a constant basis to the County of Sussex at a cost of \$672.00 per day for an annual cost of \$245,280.00; and

WHEREAS, if more than three (3) youth are referred to the Morris County Juvenile Detention Center, an additional \$224.00 per youth per day or part thereof shall be paid to Morris County; and

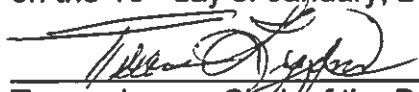
WHEREAS, the Agreement which is attached hereto and made a part hereof provides for three (3) guaranteed beds and shall continue for a one year period from January 1, 2018 until December 31, 2018.

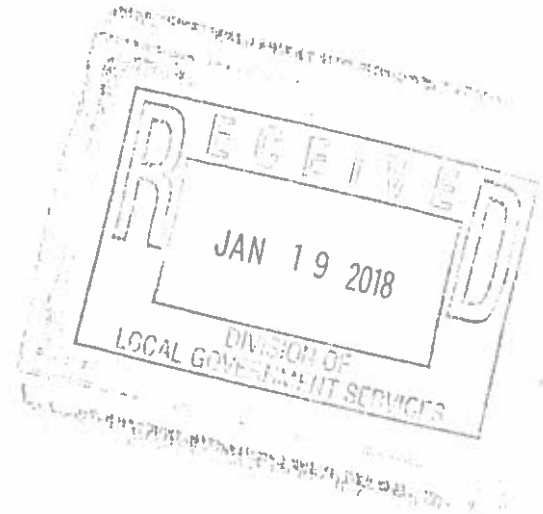
NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Sussex, that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the attached Agreement and all other documents pertaining to it between the County of Morris and the County of Sussex; and



BE IT FURTHER RESOLVED, that certified copies of this shall be forwarded to Diane Ketchum, Morris County Clerk of the Board of Chosen Freeholders, County Administration and Records Building, 5th Floor, Court Street, Morristown, NJ 07960; Division of Local Government Services, Department of Community Affairs, State of NJ, P.O. Box 803; Trenton, NJ 08625-0803.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 10th day of January, 2018.


 Teresa Lyons, Clerk of the Board
 Board of Chosen Freeholders
 County of Sussex



RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Graham	✓					
Lazzaro	✓					
Petillo	✓					
Rosa	✓				✓	
Yardley	✓					✓

ABST - Abstain
 MOVE - Resolution Moved
 ABS - Absent
 SEC - Resolution Second

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING
OF AGREEMENT**

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk of the Board of Chosen Freeholders, that this certification is subject to adequate funds being appropriated in the 2018 County Budget appropriations entitled:

Juvenile Detention Center – Other Expenses
Unclassified Services
01-201-25-281-434

For Awarding of an Agreement for:

Housing of Juvenile Detainees on behalf of Sussex County
from January 1, 2018 to December 31, 2018

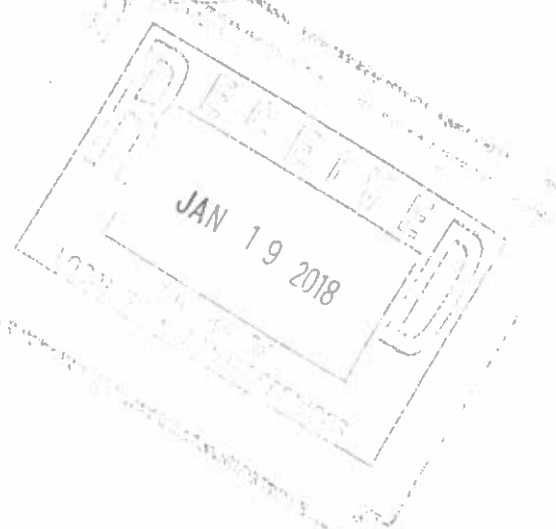
For a base amount of \$245,280.00 (as specified in Agreement Item #2) for three guaranteed placements, plus \$224.00 per juvenile per day in excess of guaranteed placements (as specified in Agreement Item #2), plus \$100.00 medical examination and mental health screening per resident upon intake (as specified in Agreement Item #5).

Additional, unquantifiable costs may be incurred as specified in Agreement Item #5, Item #7, and Item #8.

TO: County of Morris
Morris County Administration & Records Building
Court Street, 5th Floor
Morristown, NJ 07963


Robert J. Maikis, Jr., Treasurer

Dated: January 10, 2018



**AGREEMENT BETWEEN THE COUNTY OF MORRIS AND
THE COUNTY OF SUSSEX
FOR HOUSING SUSSEX COUNTY JUVENILE DETAINEES**

THIS AGREEMENT, made this _____ day of _____, 2018 between the County of Sussex, a political subdivision of the State of New Jersey, having its principal office at One Spring Street Newton, NJ 07860 and the County of Morris, a body politic and corporate of the State of New Jersey, having its principal offices at the Morris County Administration and Records Building, 5th Floor, Court Street, Morristown, New Jersey 07963.

WHEREAS, there exists a need to house Pre-Disposition and Adjudicated Sussex County Juveniles at the Morris County Juvenile Detention Center; and,

WHEREAS, the Sussex County Freeholders have requested the assistance of the County of Morris; and,

WHEREAS, Morris County desires to assist Sussex County in this need by making available 3 (three) beds/placements on a constant basis and additional beds on an as needed basis for said purpose.

NOW THEREFORE, the County of Sussex and the County of Morris hereby enter into this Agreement for housing Sussex County Juvenile Detainees on the following terms and conditions:

1. Morris County shall accept, house and detain, juveniles from time to time as set forth in paragraph 2 hereof, at the Morris County Juvenile Detention Center, 460 West Hanover Avenue, Morris Township, NJ. The facility will provide the required case management services to act as the conduit between family, court, service providers, county officials and the resident.
2. Sussex County agrees to guarantee payment and Morris County agrees to provide for 3 (three) placements at all times in the Facility. Therefore, whether or not juveniles are placed in the Facility, Morris County is entitled to the minimum payment by Sussex County of Six Hundred and Seventy-Two (\$672.00) per day for said guaranteed three placements. If more than 3 (three) juveniles are referred to the Morris County Juvenile Detention Center, an additional Two Hundred and Twenty-Four Dollars (\$224.00) per juvenile per day or part thereof shall be paid to Morris County for housing each of these juveniles in excess of 3 (three).
3. The juveniles lodged in the Morris County Juvenile Detention Center shall be classified as either pre-dispositional or post-dispositional youths in accordance with the law. The latter includes juveniles sentenced to a sixty (60) day commitment program as well as juveniles who have been sentenced to N.J. State Correctional Centers and are temporarily waiting placement. Juveniles who have been sentenced to State Correctional Centers that are temporarily waiting for placement shall be the responsibility of the State beginning on the seventeenth (17th) day of placement until the commitment has come to an end.
4. Morris County shall be entitled to two (2) hour's advance notice of delivery of a juvenile to its facilities so as to be able to prepare for their arrival. Morris County reserves the right to refuse admission to the Morris County Juvenile Detention Center for any juvenile from Sussex County who is under the influence of drugs and/or alcohol or who is exhibiting signs of suicidal/psychotic

behavior without professional medical/psychiatric clearance in accordance with N.J.A.C. 13:92-5.2(d).

5. A medical examination and MAYSII (mental health) screening of Sussex County juveniles will be conducted by the Morris County staff at a rate of \$100.00 per resident examined on intake. Sussex County will be directly responsible for all medical, pharmaceutical, dental, psychiatric or other health care expenses and charges that are not covered by medical insurance, Medicaid and/or third party means. Invoices will be paid by Sussex County directly to the vendor.

6. Morris County shall attend the Sussex County Youth Services Commission meetings and the Youth Review Team meetings. Morris County will also be responsible for providing Sussex County the following reports:

- All incident and accident reports upon final review of the administration.
- A copy of all grievances substantiated by the reviewing Lieutenant.
- A copy of all JJC Monitoring reports within 30 days of Morris County's receipt.

7. It will be the responsibility of Sussex County to provide ALL non-emergency transportation for Court, programs, interviews, scheduled medical appointments, etc. to and from Morris County Juvenile Detention Center. It is also the responsibility of Sussex County to provide security for all Sussex County Juveniles upon admission to a Hospital or Psychiatric facility and reimburse Morris Township Police and/or the Morris County Sheriffs Department or other emergency transportation provider for costs related to emergency medical transportation.

8. Sussex County will reimburse Morris County for the cost of repair of all physical damage or part thereof, done to the Morris County Juvenile Detention Center by Sussex County juveniles, to the extent not covered by insurance.

9. State Facilities Educational Act funds and State Department of Agriculture reimbursement (Child Nutrition Programs) funds will be applied for and paid to the County of Morris for Sussex County juveniles housed in Morris County.

10. Indemnification:

A. In addition to the other rights and remedies of the parties herein, the County Morris agrees to indemnify and hold harmless Sussex 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 the County of Morris arising out of this agreement or any of the obligations assumed by the County of Morris hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County of Morris is solely responsible for such liability. In the event that it is determined by a Court that the County of Morris is not solely responsible for said liability, then the County of Morris' liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County of Morris. The County of Morris, upon notice from Sussex County, shall resist and defend, at the expense of the County of Morris, such action or proceeding. In addition, at its option, Sussex County may engage separate Counsel to appear on its behalf in such action or proceeding without waiving its rights or the County of Morris' obligations under this paragraph.

B. In addition to the other rights and remedies of the parties herein, Sussex County agrees to indemnify and hold harmless the County of Morris, 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 Sussex County arising out of this agreement or any of the obligations assumed by Sussex County hereunder, provided it is determined by a Court having the appropriate jurisdiction that Sussex County is solely responsible for such liability. In the event that it is determined by a Court that Sussex County is not solely responsible for said liability, then Sussex County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Sussex County. Sussex County, upon notice from the County of Morris, shall resist and defend, at the expense of Sussex County, such action or proceeding. In addition, at its option, the County of Morris may engage separate Counsel to appear on its behalf in such action or proceeding without waiving its rights or Sussex County's obligations under this paragraph

11. It is the policy of the Morris County Juvenile Detention Center that furloughs not be granted except in extreme circumstances and at the sole discretion of the facility administrator. In such instances, Sussex County will be responsible for transportation and security.

12. Morris County will invoice Sussex County on a monthly basis for all costs related to housing Sussex County Juveniles. Payment in accordance with this Agreement shall be rendered within sixty (60) days of the receipt of an invoice for payment.

Monthly invoices shall be forwarded to: Administrator, Sussex County Department of Health and Human Services, One Spring Street, Newton, NJ 07860.

13. The County of Morris agrees to comply with all the requirements of the New Jersey Code of Criminal Justice, codified as N.J.S.A. 2A:4A-21 et seq., the Manual of Standards for Juvenile Detention Facilities (N.J.A.C. 13:92-1.1 et seq.), the Prison Rape Elimination Act (PREA) 28 C.F.R. Part 115 and any other relevant authority with respect to all aspects of the housing and detention of juveniles from Sussex County.

14. Morris County agrees to cooperate and coordinate with Sussex County in securing the approval of the Juvenile Justice Commission for the continuation of this Agreement.

15. This Agreement is for a period of One (1) year beginning January 1, 2018 and continuing until December 31, 2018.

FURTHER, it is agreed that either party has the right to terminate this agreement at any time for any reason in its sole and absolute discretion on not less than thirty days written notice.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above in triplicate

FOR: COUNTY OF MORRIS

ATTEST:

COUNTY OF MORRIS:

Diane M. Ketchum
Clerk of the Board

Douglas R. Cabana
Freeholder Director

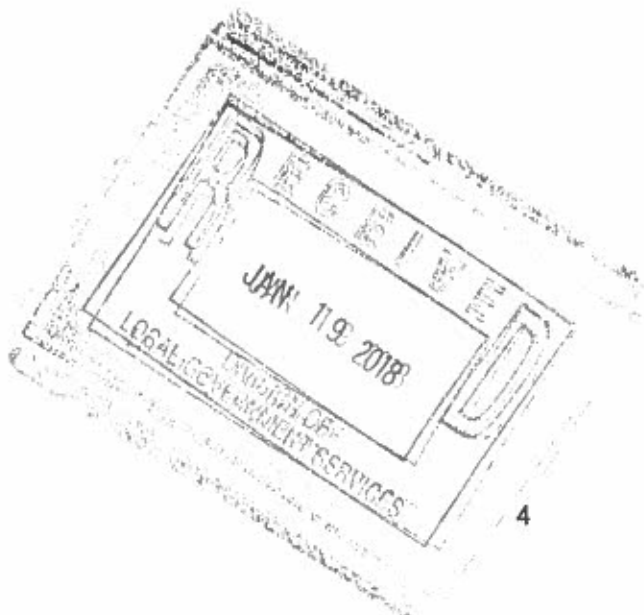
FOR: COUNTY OF SUSSEX

ATTEST:

COUNTY OF SUSSEX:

Terri Legend
Clerk of the Board

Jonathan M. Rose
Jonathan M. Rose
Freeholder Director





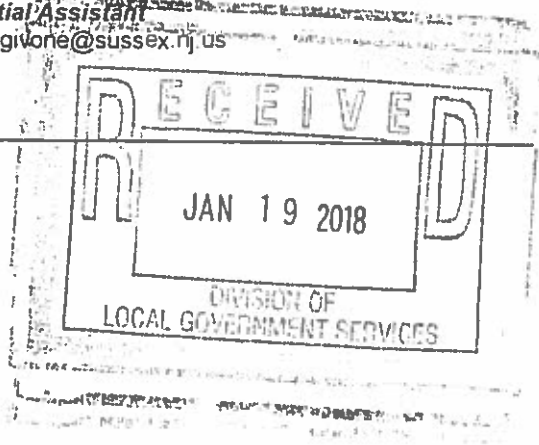
CLERK OF THE BOARD OF CHOSEN FREEHOLDERS
 Sussex County Administrative Center
 One Spring Street
 Newton, New Jersey 07860
 TEL: 973-579-0240
 FAX: 973-383-1124

Teresa Lyons
 Clerk of the Board
 EMAIL: tlyons@sussex.nj.us

Suzannah L. Givone
 Confidential Assistant
 EMAIL: sgivone@sussex.nj.us

County of Sussex
 January 11, 2018

Diane Ketchum
 Morris County Clerk of the Board
 Of Chosen Freeholders
 County Administration and Record Building
 5th Floor
 Court Street
 Morristown, NJ 07960



RESOLUTION RE: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND THE COUNTY OF MORRIS FOR THE HOUSING OF SUSSEX COUNTY JUVENILE DETAINEES IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A.40A:65-1 ET SEQ. AND N.J.S.A. 40:A:11-10 ET SEQ.

Dear Ms. Ketchum:

The above-captioned Resolution was adopted by the Sussex County Board of Chosen Freeholders at its meeting held on January 10, 2018.

The Resolution authorizes this Agreement, as detailed in the Resolution.

Enclosed please find a certified copy of the Resolution and the Shared Service Agreement for your files. Please execute both copies of the Agreement and return one original back to me. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Suzannah L. Givone
 Suzannah L. Givone
 Confidential Assistant

Enclosure

Cc: Division of Local Government Services ✓