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**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**COUNTY OF ATLANTIC, NEW JERSEY**

**FOR THE PROVISION OF ADULT INMATE FACILITIES**

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Thomas G. Campo,  
Gloucester County Counsel

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement"), dated this \_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County"), and the County of Atlantic, a body politic and corporate of the State of New Jersey ("Atlantic County").

### RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two South Broad Street, Woodbury, NJ 08096; and
2. Atlantic County is a body politic and corporate of the State of New Jersey with main offices located at County Office Building, 1333 Atlantic Avenue, Atlantic City, NJ 08401; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult inmates detained in the Gloucester County Jail (hereinafter referred to as "inmates"); and
4. Providing for the detention of Gloucester County's adult inmates in the Atlantic County Jail ("ACJ") will result in a more economical operation of the ACJ and significant annual cost savings to Gloucester County; and
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester County and Atlantic County do hereby agree as follows:

### AGREEMENT

#### **A. DESCRIPTION OF THE PROJECT AND THE SERVICES.**

Consistent with the terms of this Agreement, Gloucester County shall transport to the ACJ and Atlantic County shall accept from Gloucester County, Gloucester County's adult inmates for housing at the ACJ, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Atlantic County will house a maximum of 25 female and a maximum 50 male inmates from Gloucester County. The parties agree that Gloucester County is not required by this agreement to provide any minimum number of inmates at any given time.

#### **B. DURATION OF AGREEMENT.**

This Agreement shall be effective for a term of three years, commencing on December 17, 2017 and terminating on December 16, 2020 with the option of a three year renewal. Either party may terminate this Agreement; either pursuant to paragraph K of the

Agreement, or for any reason, by providing ninety (90) days written notice to the other party as follows: As to Atlantic County, Atlantic County Administrator, Atlantic County Office Building, 1333 Atlantic Avenue, Atlantic City, NJ 08401. As to Gloucester County, Gloucester County Administrator, 2 South Broad Street, Woodbury, NJ 08096.

**C. FEES.**

Gloucester County shall pay to Atlantic County a per diem fee for each inmate housed in the amount of Eighty nine dollars and 36 cents (\$89.36) per day. There will be an annual two percent increase effective December 17<sup>th</sup> each year of the agreement. Atlantic County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Atlantic County pursuant to this Agreement. The Gloucester County adult inmates will be listed individually, along with their length of stay on an Atlantic County voucher. Gloucester County will place the voucher on its agenda for payments at its next bill-paying meeting, and thereafter make payment to "Treasurer, Atlantic County." This Agreement and any subsequent extensions are contingent upon the appropriation of sufficient funds in Gloucester County's annually adopted budget.

**D. MEDICAL TREATMENT.**

Atlantic County shall be responsible for, pay for and cause to be provided to Gloucester County adult inmates all ordinary, routine, and acute non-hospital care or treatment as part of the services provided pursuant to this Agreement. Atlantic County shall be responsible for, and cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers. The ACJ utilization review department shall coordinate the submission of hospital/emergency care bills to Medicaid and/or other appropriate healthcare insurance. Gloucester County shall be provided the opportunity to participate in Atlantic County's inmate medical program network and shall be billed accordingly for any emergency, off-site and hospital care not covered by other insurance. Gloucester County also reserves the right to utilize its existing inmate healthcare network, in which case medical bills from hospitals and/or emergency providers would be billed directly to Gloucester County's inmate healthcare third party administrator (TPA) by the provider. In cases where Gloucester County decides to utilize its existing inmate healthcare network, then Gloucester County shall be responsible for providing the necessary transportation to those services.

Atlantic County shall pay for all over-the-counter medications only for the adult inmates. All prescription drugs for the adult inmates shall be directly paid for by Gloucester County.

Atlantic County shall have appropriate oversight and control of any inmate admitted to a hospital or emergency care facility and Gloucester County shall reimburse Atlantic County officer salary for hospital duty at a rate of two hundred eighty one dollars and fourteen cents (\$281.14) per eight hour shift. Atlantic County will use its best judgment to minimize the number of correction officers required to safely provide security for an inmate being treated at a hospital or emergency care facility.

Atlantic County shall notify the designed Gloucester County representative by phone

and/or email of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County inmate. Atlantic County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

**E. ADMISSION AND PROCESSING.**

Salem County Jail shall admit and process all Gloucester County adult inmates delivered to Atlantic County.

**F. SERVICES.**

Atlantic County shall provide Gloucester County adult inmates, all services that may be required by Federal and State law, and which Atlantic County provides to its adult inmates.

Any Gloucester County inmate housed in ACJ shall be subject to the same rules and regulations governing other adult inmates and shall be disciplined in accordance with the same rules and regulations governing other adult inmates.

**G. TRANSPORTATION.**

The Gloucester County Department of Corrections shall be responsible for transporting the adult inmates to Atlantic County and to and from any court appearances in which personal appearances are required. Atlantic County shall transport Gloucester County adult inmates for any medical appointments or any other usual or required inmate transportations other than court appearances. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs. Atlantic County shall provide the means for inmate video court for appearances by Gloucester County adult inmates in the Municipal Courts and/or the Superior Court of New Jersey.

Atlantic County shall provide any necessary transportation for Gloucester County adult inmates in the event of a medical emergency and Gloucester County will reimburse Atlantic County for the cost of such transportation services.

Atlantic County shall provide the means for inmate video court for appearances by Gloucester County Inmates in the Municipal Courts and/or the Superior Court of New Jersey. To effectuate video court appearances of Gloucester County Inmates, Gloucester County will loan free of charge, its video equipment to Atlantic County for an additional video court set up at the Atlantic County Jail. Gloucester County will reimburse Atlantic County for the installation/set up costs, which are estimated to be approximately \$1,000.00. Gloucester County will also reimburse Atlantic County for the monthly 'line fee' for the video link, which is estimated to be approximately \$500.00 per month. Finally, Gloucester County will reimburse Atlantic County for all telephone call charges associated with the video arraignment process.

Gloucester County and Atlantic County agree to direct their IT Departments to cooperate in efforts to reduce the costs associated with video court appearances.

**H. VISITATION.**

Visitation with Gloucester County adult inmates shall be permitted by the ACJ in accordance with its rules and regulations.

**I. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by Gloucester County to Atlantic 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.

Neither Atlantic County nor Gloucester County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Agreement for the limited purpose of the providing of services by Atlantic County pursuant to this Agreement.

**J. INDEMNIFICATION.**

Gloucester County shall defend, indemnify and hold harmless Atlantic County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Agreement.

Atlantic County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Atlantic County's intentional or negligent acts or omissions in connection with this Agreement.

**K. COMPLIANCE WITH LAWS AND REGULATIONS.**

Gloucester County and Atlantic County 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. If a court or agency of competent jurisdiction finds that any legal requirements have not been met, or that this Agreement or portions thereof are otherwise void or invalid, either party may exercise its right of immediate rescission and cancellation of this Agreement, by sending formal written notice to the other party, without penalty.

**L. COMPLIANCE WITH RAPE ELIMINATION ACT.**

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

- (1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.
- (2) The County of Atlantic shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:
  - (a) 28 C.F.R., Part 115.113 – Supervision and monitoring.
  - (b) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:
    - (3) The physical layout of each lockup;
    - (4) The composition of the detainee population;
    - (5) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
    - (6) Any other relevant factors.
- (i) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.
- (ii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
  - (a) The staffing plan established pursuant to paragraph (i) of this section;
  - (b) Prevailing staffing patterns.
  - (c) The lockup's deployment of video monitoring systems and other monitoring technologies; and
  - (d) The resources the lockup has available to commit to ensure adequate staffing levels.
- (7) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

**M. EVACUATION PROCEDURES.**

In the event of an emergency that requires the evacuation of adult inmates from the ACJ, Atlantic County shall be responsible for evacuating the Gloucester County adult inmates, as well as the Atlantic County adult inmates.

**N. INSURANCE.**

At all times during the term of this Agreement, Atlantic County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, Law Enforcement, All-Risk and Comprehensive General Liability Insurance and Medical Coverage for each inmate with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Atlantic County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

**O. REMEDIES.**

In the event of a controversy or dispute between the parties every effort will be made to work together to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to submit the dispute to non-binding mediation administered by the American Arbitration Association under its applicable mediation procedures. If such dispute is not resolved in mediation, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**P. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

**Q. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Gloucester County or Atlantic County, in his or her individual capacity, and neither the officers, agents or employees of Gloucester County or Atlantic County, nor any official executing this Agreement, shall 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.

**R. 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 shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall 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 shall constitute but 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.** Gloucester County and Atlantic County shall 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 Project or to correct any inconsistent or ambiguous term hereof.

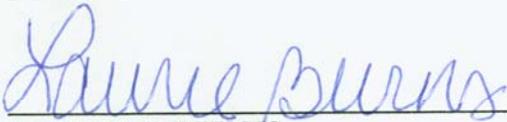
6. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

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 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.

S. **EFFECTIVE DATE.** This Agreement shall be effective as of December 17, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

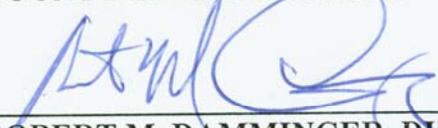
ATTEST:

  
\_\_\_\_\_  
LAURIE J. BURNS,  
CLERK OF THE BOARD

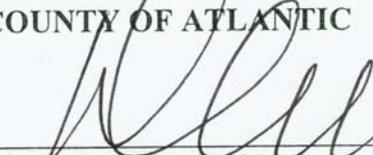
ATTEST:

  
\_\_\_\_\_  
SONYA HARRIS  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

COUNTY OF ATLANTIC

  
\_\_\_\_\_  
DENNIS LEVINSON,  
COUNTY EXECUTIVE