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**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**COUNTY OF BURLINGTON, NEW JERSEY**

**FOR THE PROVISION OF JUVENILE DETENTION FACILITIES**

**Date:** July 25 \_\_, 2018

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Thomas G. Campo,  
Gloucester County Counsel

## TABLE OF CONTENTS

Recitals .....	3
Paragraph A. Description of the Project and Scope of Services .....	4
Paragraph B. Fees .....	6
Paragraph C. Medical Treatment .....	6
Paragraph D. Provision of Necessary Information.....	7
Paragraph E. Services .....	7
Paragraph F. Transportation .....	7
Paragraph G. Visitation .....	7
Paragraph H. Duration and Termination of Agreement.....	7
Paragraph I. Limitation of Delegation.....	8
Paragraph J. Defense and Indemnification .....	8
Paragraph K. Compliance with Laws and Regulations .....	9
Paragraph L. Insurance.....	9
Paragraph M. Remedies .....	9
Paragraph N. No Additional Waiver Implied by One Waiver .....	9
Paragraph O. No Personal Liability .....	10
Paragraph P. Prison Rape Elimination Act (PREA).....	10
Paragraph Q. Evacuation Procedures.....	11
Paragraph R. Miscellaneous.....	11
Section 1. Amendment.....	11
Section 2. Severability.....	11
Section 3. Counterparts .....	11
Section 4. Entire Agreement.....	11
Section 5. Further Assurances and Corrective Instruments .....	11
Section 6. Headings.....	11
Section 7. Non-Waiver .....	12
Section 8. Governing Law .....	12
Paragraph S. Effective Date .....	12
Paragraph T. Termination Date.....	12

## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this \_\_\_ day of March, 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 Burlington, a body politic and corporate of the State of New Jersey ("Burlington County"), and the

### **RECITALS**

1. The County of Gloucester is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. The County of Burlington is a body politic and corporate of the State of New Jersey with main offices located at 49 Rancocas Road, Mt. Holly, New Jersey 08060; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for youth that enter the juvenile court system; and
4. Gloucester County has already entered into a Shared Services Agreement with Camden County whereby Camden County has agreed to house Gloucester County juveniles in the Camden County Youth Center; and
5. Nevertheless, there may be a need for Gloucester County juveniles to be periodically detained in a facility other than the Camden County facility due to either a lack of space at the Camden County facility or for other reasons; and
6. Burlington County owns and operates a Juvenile Detention Center ("JDC"), which is a high quality facility that provides several education rooms, nursing services, an intake area, recreation area, and a dining hall, among other amenities; and
7. Burlington County has the capacity to periodically house one or more juveniles who, for whatever reason, cannot be detained at the Camden County Youth Center; and
8. Burlington County may, depending on its population at any given time, have the capacity to house one or more juveniles from Gloucester County in addition to its population of Burlington County juveniles; and
9. Providing for the detention of Gloucester County juveniles in the Burlington County JDC will result in a more economical operation of the Burlington County Detention Center and will result in a significant cost savings to Gloucester County, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and

10. Participating in such regionalization will provide Gloucester County with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative; and
11. The reasonably close proximity of the Burlington County Juvenile Detention Center to the Gloucester County Seat and many other larger population centers in the County makes regionalization in these circumstances reasonable and efficient; and
12. The staff, support groups and volunteers currently working with Gloucester County juveniles will have access to the Burlington County facility to provide the same services as they were provided at the Gloucester County facility; and
13. 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 Burlington County 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, Gloucester County shall transport to the Burlington County JDC and the JDC may accept from Gloucester County, at its discretion, when there is available bed space, juveniles for secure care at the Burlington County JDC, located in New Lisbon, New Jersey. These services shall be provided by Burlington in accordance with the rules and regulations for the maintenance and operation of the JDC.
2. It is expressly understood that the Burlington County JDC reserves the absolute discretion to decline a request by Gloucester County to admit one or more of its juveniles into the Burlington County JDC. 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 Burlington County JDC or its staff.
3. No juvenile from Gloucester County shall be admitted to Burlington County unless the same has been requested by a Juvenile Intake Officer of Gloucester, or unless directed by a Judge of Gloucester County Superior Court, or by some other duly appointed Judge who may be temporarily assigned thereto.
4. Gloucester County shall be responsible for compliance with the admissions policies of the Burlington County JDC. All juveniles must be considered "medically able"

to be admitted. Any youth presenting medical, mental health or substance abuse concerns may, at Burlington County's discretion, be taken to a hospital for clearance prior to admission.

5. Prior to any decision by Burlington County to accept Gloucester County detainees, Gloucester County shall provide to Burlington County for review all records regarding such detainee, which Gloucester County has asked to be housed in the JDC. Burlington County may, for any reason, reject the request to house the detainee.

6. The use of personal property and funds in the possession of Gloucester County detainees when admitted to the Burlington County JDC will be administered and controlled in accordance with JDC procedures.

7. Any Gloucester County detainee housed at the Burlington County JDC shall be subject to the same rules and regulations governing other detainees and shall be disciplined in accordance with the same rules and regulations governing other detainees.

8. Burlington County may, without the prior approval of Gloucester County, move a Gloucester County detainee from the JDC 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 detainee. Burlington County agrees to notify Gloucester County as soon as possible of the location at which Gloucester County detainee is being held.

9. In the event any Gloucester County detainee shall escape from the JDC, Burlington County shall use all reasonable means to recapture the detainee. The escape shall be reported to Gloucester County immediately.

10. Gloucester County shall have access to the JDC at all reasonable times for the purpose of inspecting the facilities and visiting any of the Gloucester County detainees confined therein under the terms of the Agreement. Gloucester County will be provided with the opportunity to inspect the facility prior to signing the Agreement.

11. Burlington County JDC will permit Gloucester County access to detainees housed at Burlington JDC when required.

12. 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.

13. Any claim or dispute arising out of this Agreement shall be brought before representatives of the Boards of Chosen Freeholders of Burlington County and Gloucester County.

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

**B. FEES.**

1. Gloucester County shall pay to Burlington County a per diem fee for each housed juvenile in the amount of \$200.00 per day, or any part of a day for which secure care is provided in an amount not to exceed \$300,000.00 per year.
2. Burlington County will submit an invoice to Gloucester County each month for the housing fee plus any reimbursable expenses incurred by Burlington County that are applicable to the Gloucester County detainees. Gloucester County juvenile detainees will be listed individually with their length of stay, and any additional charges for that monthly billing cycle on a Gloucester County voucher. Gloucester County will make payments to "Treasurer, Burlington County" within thirty (30) days of receipt of the invoice and voucher.
3. The parties acknowledge that a reasonable annual escalation in the per diem rate is appropriate and further agree to negotiate any increase in the per diem amount for each successive year in which this Agreement is renewed.

**C. MEDICAL TREATMENT.**

Burlington County shall cause to be provided to Gloucester County juveniles all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this agreement.

Burlington County shall also cause to be provided to Gloucester County juveniles, any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Burlington County to Gloucester County juveniles shall be paid for by Burlington County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Burlington County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider; or at its discretion, Gloucester County may elect to participate fully in Burlington County's inmate medical program and shall be billed accordingly for any emergency off-site and hospital care.

Burlington County is currently evaluating a capitated rate (cost per juvenile) cost structure for its inmate healthcare. Under such a structure, the capitated rate may include certain off-site emergency and hospital care. In the event that Burlington County transitions to a capitated rate cost structure during the agreement period, Gloucester County would only be responsible for a prorated of this capitated rate applicable to offsite juvenile healthcare.

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

Burlington County shall notify the designated Gloucester County representative by phone 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 juvenile. Burlington County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

**D. PROVISION OF NECESSARY INFORMATION.**

1. Gloucester County will furnish to Burlington County, on such forms as Burlington County may require, all information reasonably necessary for Burlington County to admit and process the Gloucester County juveniles.

**E. SERVICES.**

1. Burlington County will provide to all Gloucester County juveniles all services which it provides to Burlington County juveniles detained in the JDC.

2. In addition, Burlington County agrees to permit Gloucester County personnel and/or volunteers, subject to reasonable regulations of the Burlington County JDC, the opportunity to pursue such services that such personnel or volunteers may make available to the Gloucester County juveniles.

**F. TRANSPORTATION.**

1. All transportation needs of Gloucester County juveniles, including transportation to and from the JDC will be provided by Gloucester County personnel, except that in the event of a medical emergency Burlington County will provide transportation to a hospital or medical facility, if necessary.

2. When Gloucester County detainees require out-of-facility medical, psychiatric or dental care, Gloucester County will be responsible for providing all transportation and security required while such detainees are outside of the JDC, or reimbursing Burlington County for same. In the event of any emergency that does not permit Gloucester County to provide such transportation and security, the costs of same shall be reimbursed to Burlington County by Gloucester County.

**G. VISITATION.**

1. Visitation with Gloucester County juveniles will be permitted by the Burlington County JDC in accordance with its rules and regulations governing visitation of juveniles in the Center.

**H. DURATION AND TERMINATION OF AGREEMENT.**

1. This Agreement will be effective from March 13, 2018 to March 12, 2021. Thereafter, the parties agree that this Agreement may be renewed annually by mutual

consent.

2. Either party may terminate this agreement for any reason by providing 90 days written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Burlington County: Office of the Burlington County Solicitor, 49 Rancocas Road, Room 225, Mt. Holly, New Jersey 08060.

#### **I. LIMITATION OF DELEGATION.**

1. To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

2. However, the parties acknowledge and agree that Burlington 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 Gloucester County juveniles placed in its custody pursuant to this agreement and the Burlington County JDC will use normal operational standards for these juveniles as they are applied to Burlington County juveniles.

3. Neither Gloucester County nor Burlington County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of service by Gloucester County pursuant to this Agreement.

#### **J. DEFENSE AND INDEMNIFICATION.**

1. Gloucester County will defend, indemnify, save and hold harmless the Burlington County Board of Chosen Freeholders, the Juvenile Detention Center and their officials, agents, servants and employees against all claims, demands, losses, and liabilities for any and all injuries to persons or property arising by reason of the detainment of juveniles from Gloucester County at the Burlington County Juvenile Detention Center.

2. Gloucester County agrees to undertake and defend any action or proceeding involving the custody of any Gloucester County detainee housed in the Burlington County JDC pursuant to this Agreement. These provisions shall apply to, but not be limited to, the defense of any writs of habeas corpus.

3. Gloucester County will defend, indemnify and hold harmless, Burlington County, its officers, agents and/or 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, its officers, agents and/or employees' intentional or negligent acts or omissions in connection with this Agreement.

4. Burlington County will defend, indemnify and hold harmless, Gloucester County, its officers, agents and/or 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 Burlington County, its officers, agents and/or employees' intentional or negligent acts or omissions in connection with this Agreement.

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

1. Gloucester County and Burlington 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.

**L. INSURANCE.**

1. Burlington County 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.

2. Gloucester County will similarly maintain all necessary and appropriate insurance policies with respect to the services to be performed on its behalf by Burlington County pursuant to this Agreement and will deliver to Burlington County, a certificate of such insurance prior to the commencement of services, naming Burlington County as an additional insured.

**M. 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 Gloucester County and Burlington County and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.

2. 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 American Arbitration Association under its applicable mediation procedures before resorting to any other remedy at law or equity.

3. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.

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

In the event that any agreement which is contained in this Shared Services 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.

**O. NO PERSONAL LIABILITY.**

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

**P. PRISON RAPE ELIMINATION ACT (PREA).**

1. 28 C.F.R. Part 115.112 – Contracting with our entities for the confinement of detainees.

(a) A law enforcement agency that contract for the confinement of its lockup detainees in lockups operated by private agencies and other entities, including other governmental agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.

2. 28 C.F.R. Part 115.113 – Supervision and monitoring.

(a) 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;

- (1) The physical layout of each lockup;
- (2) The composition of the detainee population;
- (3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and
- (4) Any other relevant factors.

(b) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(c) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine, and document whether adjustments are needed to:

- (1) The staffing plan established pursuant to paragraph (a) of this section;
- (2) Prevailing staffing patterns;
- (3) The lockup's deployment of video monitoring systems and other monitoring

technologies; and

- (4) The resources the lockup has available to commit to ensure adequate staffing levels.

(d) If vulnerable detainees are identified pursuant to the screening required by § 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.

#### **Q. EVACUATION PROCEDURES.**

In the event of an emergency that requires the evacuation of inmates from the Burlington County Juvenile Detention Center, Burlington County is responsible for evacuating the Gloucester County juveniles as well as Burlington County juveniles.

#### **R. MISCELLANEOUS.**

1. **Amendment.** This Shared Services 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 Shared Services 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 Shared Services 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 Shared Services 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 Gloucester County and Burlington County 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 Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

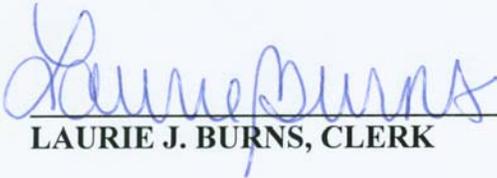
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

8. **Governing Law.** The terms of this Shared Services 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 upon the signature of this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of Burlington County and Gloucester County.

T. **TERMINATION DATE.** Either party may terminate this Agreement for any reason by providing ninety (90) days advance notice to the other party.

ATTEST:

  
LAURIE J. BURNS, CLERK

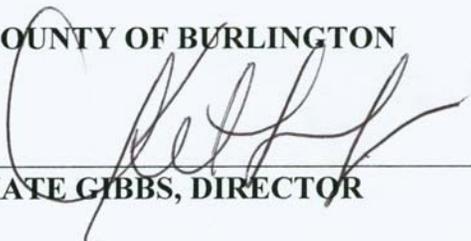
COUNTY OF GLOUCESTER

  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

  
EVE A. CULLINAN  
COUNTY ADMINISTRATOR

COUNTY OF BURLINGTON

  
KATE GIBBS, DIRECTOR