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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**

**Dated: April 24, 2013**

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County Counsel

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this 24<sup>th</sup> day of April 2013, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester"), and the County of Burlington, a body politic and corporate of the State of New Jersey ("Burlington").

### RECITALS

1. The County of Gloucester ("Gloucester County") 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;
2. The County of Burlington ("Burlington County") 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;
3. Gloucester 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. Gloucester has already entered into a Shared Services Agreement with Camden County whereby Camden County has agreed to house Gloucester juveniles in the Camden County Youth Center; and
5. Nevertheless, there may be a need for Gloucester 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 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 areas and a dining hall, among other amenities; and
7. These services represent a significant enhancement of the services which Gloucester can currently offer at its Juvenile Detention Center; and
8. Burlington has the capacity to periodically house one or more juveniles who, for whatever reason, cannot be detained at the Camden County Youth Center; and
9. Burlington may, depending on its population at any given time, have the capacity to house one or more juveniles from Gloucester in addition to its population of Burlington juveniles; and

10. Providing for the detention of Gloucester juveniles in the Burlington County Juvenile Detention Center will result in a more economical operation of the Burlington County Detention Center and will result in a significant cost savings to Gloucester, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and

11. Participating in such regionalization will provide Gloucester with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative; and

12. 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

13. The staff, support groups and volunteers currently working with Gloucester juveniles will have access to the Burlington facility to provide the same services as they are currently providing at the Gloucester facility; and

14. 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 and Burlington 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 will transport to the Burlington County JDC and the JDC may accept from Gloucester, 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 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 Juvenile Detention Center or its staff.

3. No juvenile from Gloucester shall be admitted to Burlington unless the same has been requested by a Juvenile Intake Officer of Gloucester, or unless directed by a Judge of Gloucester County Superior Court, Chancery Division, Family Part, or by some other duly appointed Judge who may be temporarily assigned thereto.
4. Gloucester 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's discretion, be taken to a hospital for clearance prior to admission.
5. Prior to any decision by Burlington to accept Gloucester detainees, Gloucester shall provide to Burlington for review all records regarding such detainee, which Gloucester 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 detainees when admitted to the Burlington County JDC will be administered and controlled in accordance with JDC procedures.
7. Any Gloucester 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 may, without the prior approval of Gloucester, move a Gloucester 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 agrees to notify Gloucester as soon as possible of the location at which Gloucester detainee is being held.
9. In the event any Gloucester detainee shall escape from the JDC, Burlington shall use all reasonable means to recapture the detainee. The escape shall be reported to Gloucester immediately.
10. Gloucester shall have access to the JDC at all reasonable times for the purpose of inspecting the facilities and visiting any of Gloucester detainees confined therein under the terms of the Agreement. Gloucester will be provided with the opportunity to inspect the facility prior to signing the Agreement.
11. Gloucester will maintain at least weekly contact with each of its detainees housed at the Burlington County JDC.
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 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 shall pay to Burlington 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 will submit an invoice to Gloucester each month for the housing fee plus any reimbursable expenses incurred by Burlington that are applicable to the Gloucester detainees. Gloucester juvenile detainees will be listed individually with their length of stay, and any additional charges for that monthly billing cycle on a Gloucester voucher. Gloucester 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 contract.

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 contract period, Gloucester County would only be responsible for a prorated portion of this capitated rate applicable to off-site 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 will furnish to Burlington, on such forms as Burlington may require, all information reasonably necessary for Burlington to admit and process the Gloucester juveniles.

**E. SERVICES.**

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

2. In addition, Burlington agrees to permit Gloucester 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 juveniles.

**F. TRANSPORTATION.**

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

2. When Gloucester detainees require out-of-facility medical, psychiatric or dental care, Gloucester will be responsible for providing all transportation and security required while such detainees are outside of the JDC, or reimbursing Burlington for same. In the

event of any emergency that does not permit Gloucester to provide such transportation and security, the costs of same shall be reimbursed to Burlington by Gloucester.

**G. VISITATION.**

1. Visitation with Gloucester 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 the date of the award to March 12, 2018. 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, 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 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 juveniles.

3. Neither Gloucester nor Burlington 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 the provision of service by Gloucester pursuant to this Agreement.

**J. DEFENSE AND INDEMNIFICATION**

1. Gloucester will defend, indemnify, save and hold harmless the Burlington 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 at the Burlington County Juvenile Detention Center.
2. Gloucester agrees to undertake and defend any action or proceeding involving the custody of any Gloucester 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 will defend, indemnify and hold harmless, Burlington, 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, its officers, agents and/or employees' intentional or negligent acts or omissions in connection with this Agreement.
4. Burlington will defend, indemnify and hold harmless the Gloucester, 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, 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 and Burlington 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 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 will similarly maintain all necessary and appropriate insurance policies with respect to the services to be performed on its behalf by Burlington pursuant to this Agreement and will deliver to Burlington, a certificate of such insurance prior to the commencement of services, naming Burlington 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 and Burlington 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 or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of either Burlington or Gloucester, 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. 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 will constitute 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 and Burlington 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.

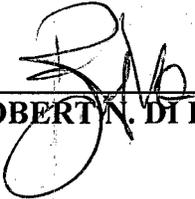
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

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.

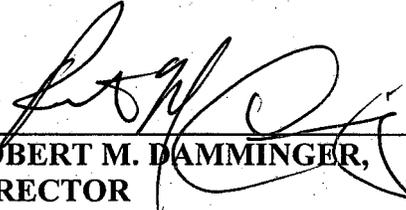
**Q. EFFECTIVE DATE.** This Agreement shall be effective upon the signature of this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both Burlington and Gloucester.

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

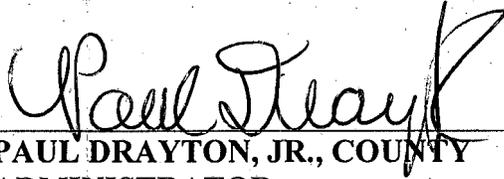
ATTEST:

  
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ROBERT N. DI LELLA, CLERK

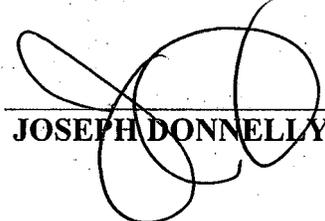
COUNTY OF GLOUCESTER

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

ATTEST:

  
\_\_\_\_\_  
PAUL DRAYTON, JR., COUNTY  
ADMINISTRATOR

COUNTY OF BURLINGTON

  
\_\_\_\_\_  
JOSEPH DONNELLY, DIRECTOR