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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF ADULT MALE & FEMALE INMATE HOUSING

Matthew P. Lyons,
Gloucester County Counsel

Michael M. Mulligan,
Salem County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of June, 2014, by and between the County of Salem, a body politic and corporate of the State of New Jersey ("Salem County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. 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; and
2. Salem County is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem, New Jersey 08079; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult male and female inmates detained in the Gloucester County Jail (hereinafter referred to as adult male and female inmates); and
4. The Salem County Correctional Facility has the capacity to house both the adult male and female inmate populations that both Gloucester County and Salem County require, and is capable of providing Gloucester County with housing for Gloucester County adult male and female inmates; and
5. Providing for the detention of Gloucester County's adult male and female inmates in the Salem County Correctional Facility will result in a more economical operation of the Salem County Correctional Facility and significant annual cost savings to Gloucester County; and
6. 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 Salem County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Salem County Correctional Facility and Salem County shall accept from Gloucester County, Gloucester County's adult male and female inmates for housing at the Salem County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Salem County shall make available a minimum of one hundred and seventy five

(175) beds for inmates . The parties agree that Gloucester County will send to Salem County adult inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any particular number of adult male and female inmates at any given time. Gloucester County shall endeavor to send to Salem County all its inmates that have been sentenced to a custodial term by a court of competent jurisdiction in Gloucester County.

In the event that Salem decides to expand the capacity of the Correctional Facility, this contract may be amended or re-opened for negotiation.

B. DURATION OF AGREEMENT.

This Agreement shall be effective from June 1, 2014 and shall terminate May 31, 2024. Either party may terminate this agreement for any reason by providing one (1) year 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 Salem County: 94 Market Street, Salem, New Jersey 08079. There shall be a right to extend the Agreement for up to two separate 10 year terms.

C. FEES.

Gloucester County shall pay to Salem County a per diem fee for each housed adult inmate in the amount of Eight Three (\$83.00) Dollars per day for a minimum of 175 inmates for a minimum contract amount of \$5,301,625.00 per year.

Salem County will submit an invoice to Gloucester County each month for the housing fees, plus any reimbursable expenses incurred by Salem County pursuant to this agreement. The Gloucester County adult male and female inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, County of Salem." This Contract is contingent upon the appropriation of sufficient funds in the 2014 final budget of Gloucester County.

On June 1, 2015 the per diem fee for both males and females shall be increased by the Consumer Price Index (CPI) for the Philadelphia Regional or 2% Cap Index, whichever is lower on June 1, 2015.

In subsequent years of the contract, , the per diem fee shall be increased by Consumer Price Index (CPI) for the Philadelphia Region or 2% Cap Index, whichever is lower, on June 1st, of each subsequent year.

Gloucester will not deduct Shared Service credits from payments. Salem shall pay Gloucester Treasurer directly per the Shared Service contract.

D. MEDICAL TREATMENT.

Salem County shall cause to be provided to Gloucester County adult male and female inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Salem County shall also cause to be provided to Gloucester County adult male and female inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Salem County to Gloucester County adult male and female inmates shall be paid for by Salem County and shall not be charged to Gloucester County. All off-site emergency, hospital and extraordinary or non-routine medical care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Salem County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

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

Where medically reasonable and unless emergency conditions dictate otherwise, Salem County shall cause the service to be rendered by hospitals and medical providers as determined by Gloucester County.

In the event that the treatment required is non-emergent in nature, Salem County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Salem 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 adult male or female inmate. Salem County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. REGIONAL ADMISSION AND PROCESSING.

Salem County will admit and process all Gloucester County arrestees.

F. SERVICES.

Salem County will provide to all Gloucester County adult male and female inmates all services that may be required by Federal and State law, and which Salem County provides to its adult male and female inmates detained in the Salem County Correctional Facility.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all male arrestees to Salem County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult male and female inmates to and from Salem County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments

or any other usual or required inmate transportation, including, but not limited to, return to Gloucester County upon discharge or release. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Salem County shall provide any necessary transportation that occurs in the event of a medical emergency to either a Gloucester County adult male or female inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult male or female inmate at the hospital or other destination within **four (4) hours** of the inmate's arrival at such destination. Should Gloucester County Department of Corrections' assumption of such oversight and control take place after four (4) hours, Gloucester County agrees to pay double-time and one-half the salaries of the Salem County personnel who were required to remain on the scene after such four (4) hour period for the time period from four (4) hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult male and female inmates shall be permitted by the Salem County Correctional Facility in accordance with its rules and regulations governing visitation of adult male and female inmates.

I. INMATE COURT.

Gloucester County shall provide a judge and be responsible for all costs associated with said judge to provide hearings for inmates in Salem County Correctional Facility facing municipal charges. Salem County shall make every effort to provide video access to the judge in order to conduct such hearings. Effective June 1, 2014, Salem County shall annually credit Gloucester County for 20% of the cost of Inmate Court.

J. LIMITATION OF DELEGATION.

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 herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Salem 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 the providing of services by Salem County pursuant to this Agreement.

K. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Salem 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.

Salem 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 Salem County's intentional or negligent acts or omissions in connection with this agreement.

L. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester County and Salem 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 of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

M. INSURANCE.

At all times during the term of this Shared Services Agreement, Salem 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. Salem County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

N. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made 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 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. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

O. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be 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.

P. NO PERSONAL LIABILITY.

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

Q. EMPLOYMENT RECONCILIATION PLAN.

At the time of the inception of this agreement Gloucester County is not housing any adult inmates in its own facilities. As such, pursuant to N.J.S.A. 40A:65-11, the parties acknowledge that an Employment Reconciliation Plan is not being included in this agreement because Gloucester County is not by this agreement contracting for another local unit to provide a service it is currently providing.

R. 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 contracts for the confinement of its lockup detainees in lockups operated by private agencies or 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.

S. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of the inmates from the Salem Correctional Facility, Salem is responsible for evacuating the Gloucester County inmates as well as Salem County inmates.

T. 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 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 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.** Salem County and Gloucester 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 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.
- U. **EFFECTIVE DATE.** This Agreement shall be effective as of June 1, 2014, 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 Shared Services Agreement.

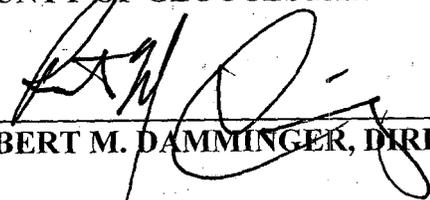
ATTEST:


ROBERT N. DILELLA, CLERK

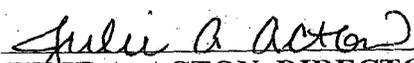
ATTEST:


KEVIN CROUCH, CLERK,

COUNTY OF GLOUCESTER


ROBERT M. DAMMINGER, DIRECTOR

COUNTY OF SALEM


JULIE A. ACTON, DIRECTOR