

11/25/14

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CAMDEN, NEW JERSEY

FOR THE PROVISION OF FEMALE INMATE FACILITIES

Dated: September 1, 2014

Matthew P. Lyons,
Gloucester County Counsel

Reviewed and revised _____
Camden County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is dated this 1st day of September, 2014, by and between the County of Camden, a body politic and corporate of the State of New Jersey (hereinafter "Camden County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey (hereinafter "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. Camden County is a body politic and corporate of the State of New Jersey with main offices located at 520 Market Street, Camden, New Jersey 08103; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for females detained in the Gloucester County Jail (hereinafter referred to as "female inmates"); and
4. The Camden County Jail has the capacity to house female inmates for Gloucester County; and
5. Providing for the detention of Gloucester County's female inmates in the Camden County Jail will result in a more economical operation of the Camden County Jail and significant cost savings to Gloucester County, through the sharing of the facility and detention staff and the payment of reasonable fees to Camden County for the Gloucester County female inmates detained at the Camden County Jail; and
6. The reasonably close proximity of the Camden County Jail to the Gloucester County Seat and many other larger population centers in Gloucester County makes regionalization in these circumstances reasonable and efficient; and
7. 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 Camden County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES.

- I. Consistent with the terms of this Agreement, Gloucester County shall transport to the Camden County Jail and Camden County shall accept from Gloucester County, Gloucester County's female inmates for housing at the Camden County Jail, in

accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails.

II. Camden County shall only accept female inmates meeting classifications that are available at the Camden County Jail at the time the transfer is requested. When a transfer request is made, Camden County will offer to Gloucester County whatever mix of classifications may be available. Camden County will strive to accommodate all transfer requests consistent with the provisions of this Agreement. Any transfer female inmates shall be admitted by Gloucester through Salem County prior to transfer to Camden.

III. Camden County shall accept (roll over) female inmates who have been initially booked and processed in Camden County on charges in both counties who subsequently have their Camden charges resolved, but still have pending Gloucester County charges.

IV. Camden County shall provide to Gloucester County Twelve (12) hours notice when seeking to return for cause any female inmate to Gloucester County.

B. DURATION OF AGREEMENT.

This Agreement shall be effective for the initial period commencing on or about September 1, 2014, and concluding on or about August 31, 2016. Either party may terminate this agreement for any reason by providing 180 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 Camden County: Office of the Camden County Counsel, 520 Market Street, 14th Floor, Camden, New Jersey 08102.

C. FEES.

I. Gloucester County shall pay to Camden County a per diem fee for each housed female inmate in the amount of One Hundred (\$100.00) dollars per day but in no event less than the per diem being charged by Salem County to Gloucester County for the housing of female inmates. The parties agree that Gloucester County is not obligated to pay for a minimum number of housed female inmates. Camden County will submit an invoice to Gloucester County each month for the housing fee plus any reimbursable expenses incurred by Camden County pursuant to this agreement. The Gloucester County 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 "Camden County Treasurer."

II. The County of Camden charges every inmate a weekly "User Fee" of \$35.00. Each female inmate transferred from Gloucester County and housed at the Camden County Jail shall be assessed the weekly "User Fee". Camden County shall waive the first week's fee and shall charge \$35.00 per week thereafter.

III. In addition to the User Fee, female inmates housed at the Camden County Jail shall be assessed a \$10.00 co-pay for every on-site medical visit.

D. MEDICAL TREATMENT.

I. Camden County shall cause to be provided to Gloucester County female inmates all ordinary medical treatment as part of the services provided pursuant to this contract. There will be no charge to Gloucester County for such routine medical care provided on-site.

II. Camden County shall also cause to be provided to Gloucester County female inmates any necessary care from hospitals and/or emergency providers. The cost for all necessary medical care provided off-site shall be the responsibility of Gloucester County. In this regard, Gloucester County shall provide to Camden County's Healthcare Provider a list of preferred medical care providers and Camden County shall make all reasonable efforts to accommodate Gloucester County. Camden County will direct all off-site medical providers to bill Gloucester County directly for any medical costs.

III. For all necessary emergency off-site medical care, Camden County shall transport Gloucester County female inmates to the nearest medical facility.

IV. All non-formulary medications prescribed to Gloucester County female inmates shall be submitted to Gloucester County for payment.

V. All costs associated with methadone treatment for Gloucester County female inmates shall be submitted to Gloucester County for payment.

VI. Camden County shall notify the designated Gloucester County Warden by telephone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County female inmate. Camden County shall thereafter provide a written report of the incident to the Gloucester County Warden.

E. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Camden County, on such forms as Camden County may require, all information reasonably necessary for Camden County to accept, admit and process the Gloucester County female inmates.

F. SERVICES.

Camden County will provide to all Gloucester County female inmates all services that may be required by Federal and State law, and which Camden County provides to its female inmates detained in the Camden County Jail.

G. TRANSPORTATION.

I. Gloucester County shall be responsible for all transportation costs and arrangements for the Gloucester County female inmates to and from Camden County, as well as for transportation for any required court appearances, scheduled medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Corrections Departments in an attempt to minimize transportation costs. Camden County shall provide any necessary transportation for a Gloucester County female inmate in the event of a medical emergency or other exigent circumstance.

II. In the event of a medical emergency, Camden County shall transport a Gloucester County female inmate to the nearest medical facility and shall provide up to four (4) hours supervision. Thereafter, responsibility for supervision shall be borne by Gloucester County. At the conclusion of the four (4) hour period, and at the option of Gloucester County, Camden County shall continue to provide supervision and will bill Gloucester County for all associated costs. All supervision provided by Camden County shall be billed at the rate of at least 1 & ½ (one and one half times) the hourly rate of the officer(s) providing the required supervision.

III. Gloucester County shall provide transportation for Gloucester County female inmates for all routine off-site medical appointments.

IV. Camden County will have Gloucester County female inmates available for transport by Gloucester County no later than 5:00 A.M. the day of court appearances.

H. VISITATION.

Visitation with Gloucester County female inmates shall be permitted by the Camden County Jail in accordance with its rules and regulations governing visitation of female inmates.

I. 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 Camden 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 Camden County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Camden 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.

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

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Camden 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.

At all times during the term of this Shared Services Agreement, Camden 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 with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Camden County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. 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.

N. 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.

O. 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 Camden or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Camden or Gloucester 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.

P. VIDEO COURT FACILITIES.

Camden County will provide to Gloucester County space within the Camden County jail facilities sufficient to facilitate the conducting of video court for Gloucester County female inmates, including space for the placement of video equipment, fax machines, telephones and any other necessary equipment. All costs for such equipment, including its installation, will be the responsibility of Gloucester County.

Q. 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.

R. EVACUATION PROCEDURES.

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

S. 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.

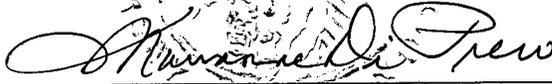
5. **Further Assurances and Corrective Instruments.** Camden and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description 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.
- T. **EFFECTIVE DATE.** This Agreement shall be effective as of this 1st day of September, 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:



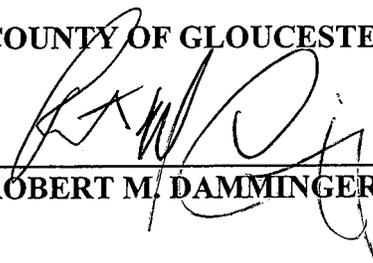
ROBERT N. DIELLA, CLERK

ATTEST:



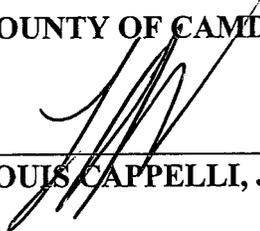
MARIANNE DIPIERO, CLERK

COUNTY OF GLOUCESTER



ROBERT M. DAMMING, DIRECTOR

COUNTY OF CAMDEN



LOUIS CAPPELLI, JR., DIRECTOR