

4/24/13

Purchasing

6/1/13

CONTRACT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF BURLINGTON, NEW JERSEY

FOR THE PROVISION OF ADULT MALE INMATE FACILITIES

Matthew P. Lyons,
Gloucester County Counsel

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CONTRACT

THIS CONTRACT (hereinafter "Contract", dated this 1st day of June, 2013, by and between the County of Burlington, a body politic and corporate of the State of New Jersey ("Burlington 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. Burlington County is a body politic and corporate of the State of New Jersey with main offices located at 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult males detained in the Gloucester County Jail (hereinafter referred to as adult male inmates); and
4. The Burlington County Detention Center has the capacity to house the sentenced adult male minimum security inmate populations that both Gloucester County and Burlington County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult male inmates; and
5. Providing for the detention of Gloucester County's sentenced adult male inmates in the Burlington County Detention Center will result in a more economical operation of the Burlington County Detention Center and significant annual cost savings to Gloucester County; and
6. This Contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution Article IV, Section 7, Para. 11

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:

CONTRACT

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

Consistent with the terms of this Contract, Gloucester County shall transport to the Burlington County Detention Center and Burlington County shall accept from Gloucester County, Gloucester County's sentenced adult male inmates for housing at the Burlington County Detention Center, in accordance with any and all applicable Federal and State

statutes, rules and regulations for the maintenance and operation of New Jersey county jails. All inmates must be classified before being transported to Burlington County. Burlington County shall, conditioned on availability of capacity, make up to 75 spaces at all times for adult, male inmates. The parties agree that Gloucester County will send adult male inmates as the need to house such inmates dictates, and is not required by this Contract to provide any minimum number of adult male inmates at any given time.

B. DURATION OF CONTRACT.

This Contract shall be effective from June 1, 2013 and shall terminate May 31, 2015, with the option for one, two year extension of the contract by mutual consent of the parties. Either party may terminate this Contract; either pursuant to paragraph K of the Contract, or for any reason, by providing ninety (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: 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060. The Counties shall have the option of extending this Contract for one (1) two (2) year term or two (2) one (1) year terms.

C. FEES.

Gloucester County shall pay to Burlington County a per diem fee for each housed adult males in the amount of One Hundred (\$100.00) Dollars per day for a minimum contract amount of zero and a maximum contract amount of \$2,737,500.00. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates at any time. Burlington County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Burlington County pursuant to this Contract. The Gloucester County adult male 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, Burlington County." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County.

This per diem rate shall increase two percent (2%), the budget cap index, per year on the anniversary of the date of commencement of this Contract.

D. MEDICAL TREATMENT.

Burlington County shall cause to be provided to Gloucester County male, adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract. Gloucester County adult, male inmates shall be subject to any inmate medical co-payments that may be imposed upon Burlington County inmates.

Burlington County shall also cause to be provided to Gloucester County adult male inmates 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 adult male inmates 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 inmate) 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 inmate 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 adult male inmate. Burlington County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING AND RETURN OF INMATES TO GLOUCESTER COUNTY UPON RELEASE.

Burlington County will not have to admit and process Gloucester County inmates. The decision of whether to admit or to deny admission of said inmates shall be at the sole discretion of Burlington County. Gloucester County will transport all of its adult male inmates directly back to Gloucester County, immediately upon their release from the custody of the Burlington County Jail Facilities.

F. SERVICES.

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

G. TRANSPORTATION.

Gloucester County Sheriff's Department or Corrections Department shall be responsible for transporting all male arrestees to Burlington County Detention Center. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult male inmates to and from the

Burlington County Jail Facilities. 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. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Burlington County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult male inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult male inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time ~~and~~ one-half the salaries of the Burlington County personnel who were required to remain on the scene after such four-hour period for the time period from four 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 inmates shall be permitted by the Burlington County Detention Center in accordance with its rules and regulations governing visitation of adult male inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract 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 Contract.

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

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Burlington 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 Contract.

Burlington 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 Burlington County's intentional or negligent acts or omissions in connection with this Contract.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

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

L. INSURANCE.

At all times during the term of this Contract, Burlington 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 Contract, and shall provide that Gloucester County be named as an additional insured. Burlington 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 Contract which is contained in this Contract 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 Contract shall 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 Burlington or Gloucester nor any official executing this Contract shall be liable personally on this Contract by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Contract.

P. MISCELLANEOUS.

1. **Amendment.** This Contract 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 Contract 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 Contract 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 Contract.** This Contract 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.** Burlington 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 Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract 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 Contract.
8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

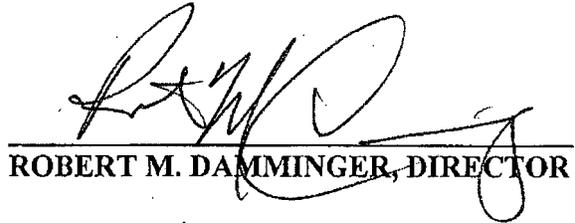
Q. **EFFECTIVE DATE.** This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:



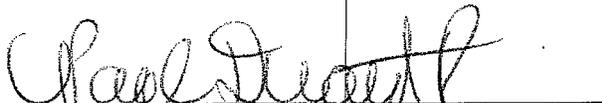
ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER



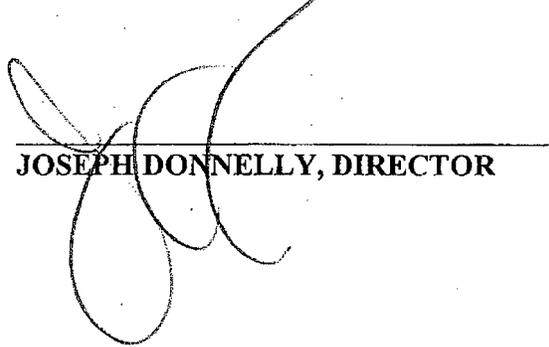
ROBERT M. DAMMING, DIRECTOR

ATTEST:

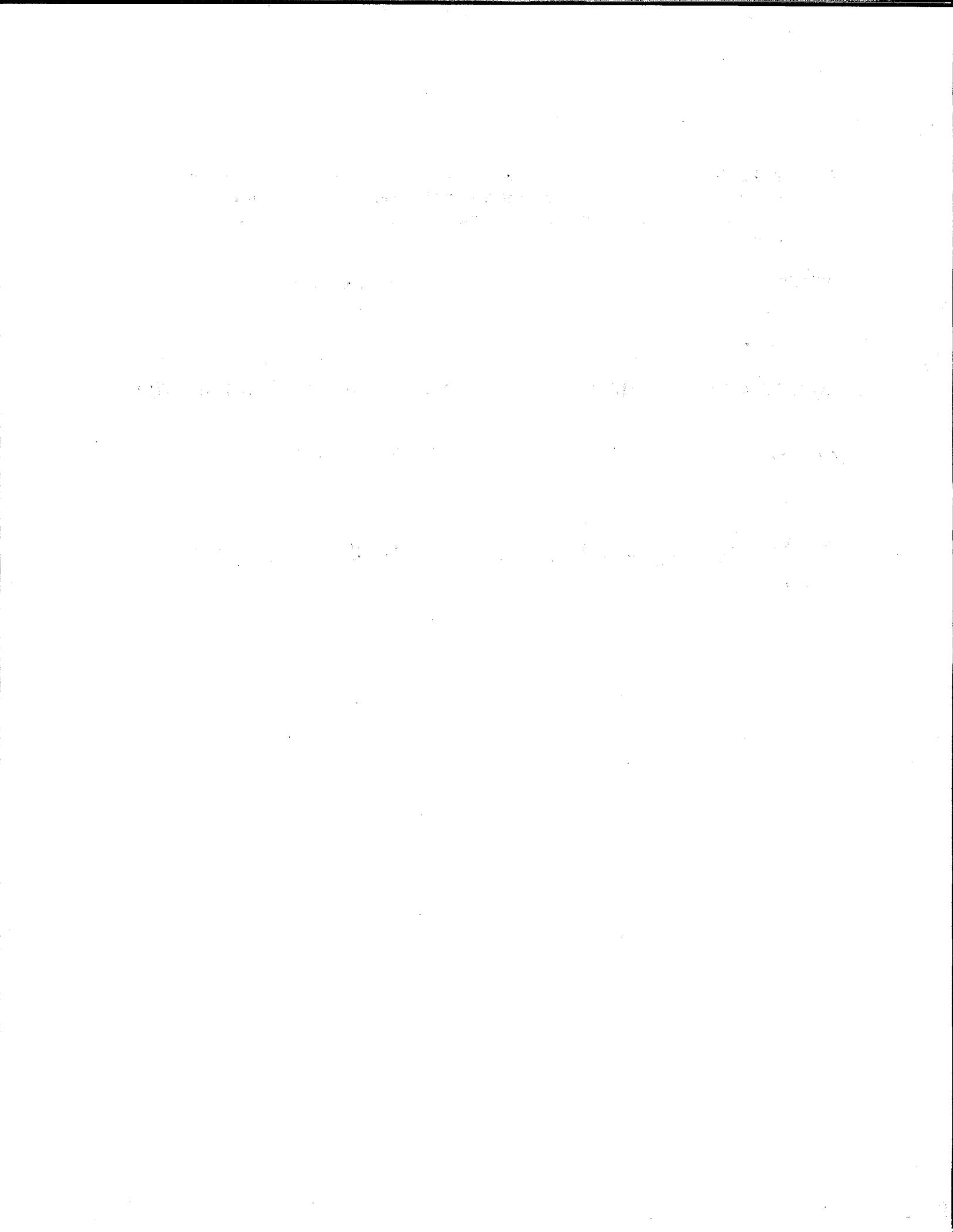


PAUL DRAYTON, JR., ADMINISTRATOR/
CLERK

COUNTY OF BURLINGTON



JOSEPH DONNELLY, DIRECTOR



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I. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract 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 Contract.

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

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Burlington 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 Contract.

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arising out of or in any way connected with Burlington County's intentional or negligent acts or omissions in connection with this Contract.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

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

L. INSURANCE.

At all times during the term of this Contract, Burlington 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 Contract, and shall provide that Gloucester County be named as an additional insured. Burlington 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 Contract which is contained in this Contract 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.

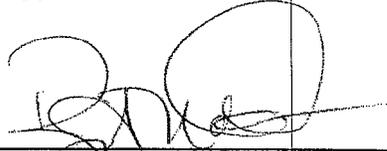
No covenant, condition or agreement contained in this Contract shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Burlington or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Burlington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

P. MISCELLANEOUS.

1. **Amendment.** This Contract 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 Contract 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 Contract 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 Contract.** This Contract 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.** Burlington 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 Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract 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 Contract.
8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

Q. **EFFECTIVE DATE.** This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:



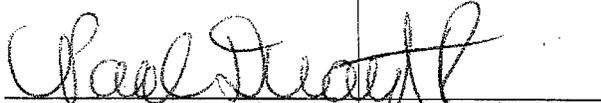
ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER



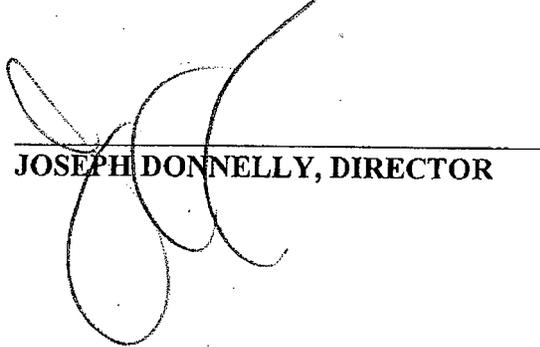
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



**PAUL DRAYTON, JR., ADMINISTRATOR/
CLERK**

COUNTY OF BURLINGTON



JOSEPH DONNELLY, DIRECTOR

