

6/11/14

Res. 250
6-11-14

AMENDMENT TO CONTRACT
by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
and
COUNTY OF BURLINGTON, NEW JERSEY

THIS IS AN AMENDMENT to a Direct Service Contract originally entered into on the 1st day of June, 2013, wherein the County of Gloucester (hereinafter "Gloucester") agreed to house inmates and pre-trial detainees at the Burlington County Jail and the County of Burlington (hereinafter "Burlington") agreed to accept payment for housing such inmates at a rate of \$100.00 per day from June 5, 2013 to May 31, 2015.

WHEREAS, the parties hereby agree to amend the Contract to provide that Gloucester will pay \$83.00 per day, per inmate to Burlington, effective June 5, 2014 and that Gloucester will compensate Burlington for housing a minimum number of 30 inmates per day, beginning June 5, 2014 and through the end of the Contract on May 31, 2015; and

WHEREAS, it is necessary to amend the aforesaid Contract to modify the per diem rate of compensation for housing Gloucester inmates at the Burlington County Jail, and to provide additional provisions with respect to the Prison Rape Elimination Act, in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc. and to also incorporate provisions regarding evacuation procedures.

NOW, THEREFORE, in consideration of the mutual promises, and covenants set forth hereafter, it is agreed by and between the County of Gloucester and the County of Burlington that the June 1, 2013 Contract regarding housing of inmates by Gloucester County at the Burlington County Jail be and is hereby Amended as follows:

C. FEES.

The parties agree that fees paid for housing Gloucester County inmates in the Burlington County Jail shall be \$83.00 per day for all inmates effective June 5, 2014 and further that Gloucester will pay for a minimum of 30 inmates per day, effective June 5, 2014 and through the end of the Contract on May 31, 2015.

R. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

- (1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.
- (2) The County of Burlington shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:
 - (a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

- (i) 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 substantial and unsubstantial incidents of sexual abuse; and
 - (4) Any other relevant factors.

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

- (iii) 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 (i) 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.

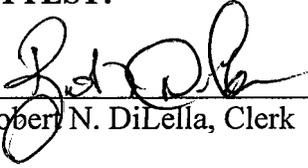
- (iv) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video 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 inmates from the Burlington County Correctional Facility, Burlington County shall be responsible for evacuating the Gloucester County inmates as well as the Burlington County inmates.

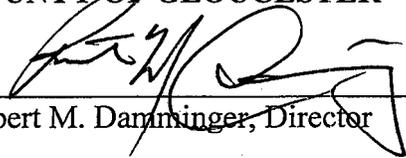
In all other respects, the provisions of the June 1, 2013 Contract between the County of Gloucester and the County of Burlington shall remain in effect and unaltered by the provisions of this Contract Amendment.

ATTEST:



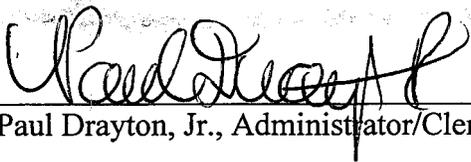
Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER



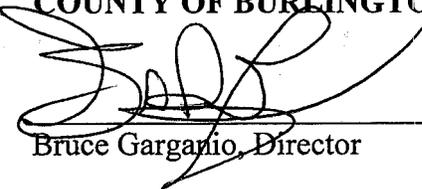
Robert M. Danminger, Director

ATTEST:



Paul Drayton, Jr., Administrator/Clerk

COUNTY OF BURLINGTON



Bruce Gargano, Director