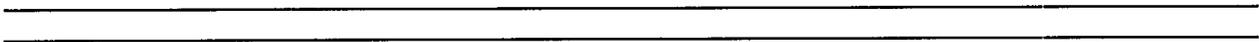


3/18/15

49092



**SHARED SERVICES AGREEMENT**

by and between the

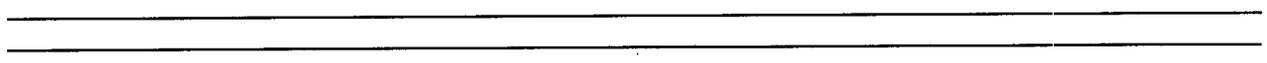
**COUNTY OF GLOUCESTER, NEW JERSEY**

and

**COUNTY OF CAMDEN, NEW JERSEY**

**FOR THE PROVISION OF JUVENILE DETENTION FACILITIES**

**Dated: April 1, 2015**



Prepared by: Matthew P. Lyons,  
Gloucester County Counsel

## TABLE OF CONTENTS

	Recitals.....	3
Paragraph A.	Description of the Project and Services.....	4
Paragraph B.	Estimated Cost.....	4
Paragraph C.	Medical Treatment.....	5
Paragraph D.	Provision of Necessary Information.....	5
Paragraph E.	Services.....	5
Paragraph F.	Transportation.....	6
Paragraph G.	Visitation.....	6
Paragraph H.	Duration of Agreement.....	6
Paragraph I.	Limitation of Delegation.....	6
Paragraph J.	Indemnification.....	7
Paragraph K.	Compliance with Laws and Regulations.....	7
Paragraph L.	Insurance.....	7
Paragraph M.	Remedies.....	7
Paragraph N.	No Additional Waiver Implied by One Waiver.....	7
Paragraph O.	No Personal Liability.....	8
Paragraph P.	Employment Reconciliation Plan.....	8
Paragraph Q.	Prison Rape Elimination Act.....	8
Paragraph R.	Evacuation Procedures.....	9
Paragraph S.	Miscellaneous.....	9
Section 1.	Amendment.....	9
Section 2.	Successors and Assigns.....	9
Section 3.	Severability.....	9
Section 4.	Counterparts.....	9
Section 5.	Entire Agreement.....	10
Section 6.	Further Assurances and Corrective Instruments.....	10
Section 7.	Headings.....	10
Section 8.	Non-Waiver.....	10
Section 9.	Governing Law.....	10
Paragraph T.	Effective Date.....	11

## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this 1<sup>st</sup> day of April, 2015, by and between the County of Camden, a body politic and corporate of the State of New Jersey ("Camden"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester").

### **RECITALS**

1. The County of Gloucester ("Gloucester") 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 Camden ("Camden") is a body politic and corporate of the State of New Jersey with main offices located at 520 Market Street, Camden, New Jersey 08103;
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;
4. The Camden juvenile facilities are located at the Camden County Youth Center, which is a state of the art facility providing significant in-house support services, including several education rooms, an art program, a nursing hall, an intake area, an isolation area, recreation areas, a dining hall and other amenities;
5. These services are a significant enhancement of the services which Gloucester can currently offer at its juvenile detention center; and
6. The Camden County facility has the capacity to house the juvenile detainee population that Gloucester County and Camden County typically provide;
7. Providing for the detaining of Gloucester County juveniles in the Camden County Youth Center will result in a more economical operation of the Camden County Youth Center by Camden County and significant cost savings to the County of Gloucester, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained;
8. Participating in such regionalization will provide Gloucester County with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative;

9. The reasonably close proximity of the Camden County Youth Center to the Gloucester County Seat and many other larger population centers in the County makes regionalization in these circumstances reasonable and efficient;
10. The support groups and volunteers currently working with Gloucester County juveniles will have access to the Camden County facility to provide the same services as they are currently providing at the Gloucester County facility;
11. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.
12. In accordance with the above, Gloucester and Camden have previously entered into a Shared Services Agreement, whereby the Camden is housing Gloucester's juvenile detainees and offenders at the Camden County Youth Center, which agreement commenced on April 1, 2012 and concluded on March 31, 2015. Because of the mutual benefits of such Agreement, Gloucester and Camden hereby desire to extend that shared services arrangement by entering into the within Agreement, subject to the terms and conditions herein.

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester and Camden do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT AND THE SERVICES.**

Consistent with the terms of this Agreement, Gloucester County shall transport to the Camden County Youth Center, and Camden County shall accept from Gloucester County, juveniles for secure care at the Camden County Youth Center, located in the Lakeland Campus, Blackwood, New Jersey, all in accordance with the rules and regulations for the maintenance and operation of such detention center. Acceptance of juveniles will be approved by the Camden County Youth Center staff when there is available bed space in the appropriate classification. Gloucester County agrees to immediately remove any juvenile(s) upon Camden County's cited classification, population, or other safety reason, which shall be solely determined by Camden County.

**B. ESTIMATED COST.**

Gloucester shall pay to Camden a per diem for each housed juvenile in an amount that shall be no more than Three Hundred and twenty five (\$325.00) dollars per day. The per diem shall be subject to an annual automatic escalation equal to two percent (2%) of the preceding year's per diem, effective April 1 of each year that this Agreement is in effect. Gloucester shall reimburse Camden for all costs associated with the intensive "one to one" supervision required for Gloucester juveniles. All invoices for reimbursement for one to one supervision as described herein shall be paid in a reasonable and timely fashion.

**C. MEDICAL TREATMENT.**

Camden County shall cause to be provided to Gloucester County juveniles all ordinary medical treatment as part of the services provided pursuant to this contract.

Camden County shall also cause to be provided to Gloucester County juveniles necessary care from hospitals or emergency providers. Where medically reasonable, Camden County shall cause the service to be rendered by Underwood Memorial Hospital in Woodbury, New Jersey.

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

In any event, Gloucester County shall be directly responsible for direct payment to emergency service providers of any and all costs associated with providing Gloucester County juveniles medical treatment at hospitals or with emergency providers with no intermediary role for Camden County.

Standard, ordinary, non-hospital, non-emergency care provided by Camden County to Gloucester County juveniles shall not be charged separately to Gloucester County. Gloucester shall reimburse Camden for all medical costs incurred by Camden outside of the routine/ordinary care provided at the Camden County Juvenile Detention Center, except in circumstances as specifically outlined herein.

Gloucester shall reimburse Camden for all pharmacy related services and prescriptions provided in connection with juveniles from Gloucester. Camden shall bill Gloucester for reimbursement of all pharmacy related services and prescriptions in connection therewith.

Camden County shall notify the designated Gloucester County representative by phone 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 juvenile. Camden County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

All invoices for reimbursement for medical-related services as described herein shall be paid in a reasonable and timely fashion.

**D. 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 admit and process the Gloucester County juvenile.

**E. SERVICES.**

Camden County will provide to all Gloucester County juveniles all services which it provides to Camden County juveniles detained in the Camden County Youth Center. Provision of electronic monitoring or other home detention programs for Gloucester County juveniles shall be the sole responsibility of Gloucester County.

In addition, Camden County agrees to permit Gloucester County volunteers to meet, subject to reasonable regulations of the Camden County Youth Center, the Gloucester County juveniles to pursue the services that such volunteers may make available to such juveniles. A Gloucester County representative will be dedicated to the Gloucester County juvenile population in the Camden County Youth Center and will be on-site in the Center as needed. Gloucester County anticipates that this representative's presence at the Camden County Youth Center will be needed several times each week. Camden County has agreed to provide a working space for this individual at the Camden County Youth Center; Gloucester County will also provide a space for this individual within a Gloucester County building. Such Gloucester County liaison will coordinate the provision of services with the senior social worker at the Camden County Youth Center.

**F. TRANSPORTATION.**

All transportation needs of Gloucester County juveniles shall be provided by Gloucester County personnel including but not limited to transportation to and from all court proceedings and medical treatment except that in the event of a medical emergency Camden County shall provide such transportation and shall thereafter bill Gloucester County for said service. Additionally, Camden County shall bill Gloucester County for any additional costs for supervision incurred as a result of said emergency.

All invoices for reimbursement for transportation services as described herein shall be paid in a reasonable and timely fashion.

**G. VISITATION.**

Visitation with Gloucester County juveniles shall be permitted by the Camden County Youth Center in accordance with its rules and regulations governing visitation of juveniles in the Center.

**H. DURATION OF AGREEMENT.**

This Agreement shall be effective from April 1, 2015 to March 31, 2018. Thereafter, the parties agree that this Agreement may be renewed by mutual consent, and the formal approval by resolution of each party's respective governing body. Either party may terminate this agreement for any reason by providing 60 days written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad Street, Woodbury, New Jersey, 08096. As to Camden County: Office of the Camden County Counsel, 520 Market St., 14th Floor, Camden, New Jersey 08102.

**I. LIMITATION OF DELEGATION.**

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.

However, the parties acknowledge and agree that the County of Camden standing in loco parentis has the express authority to make all decisions related to the normal operations governing the care of the Gloucester County juveniles placed in its custody pursuant to this agreement and the County of Camden will use normal operational standards for these juveniles as they apply to Camden County juveniles.

Neither Gloucester nor Camden intends by this Agreement to create any agency relationship other than that which may be specifically required by the Uniform Shared Services Agreement and Consolidation Act for the limited purpose of the provision of service by Gloucester pursuant to this Agreement.

**J. INDEMNIFICATION.**

Gloucester County shall defend, indemnify and hold harmless the County of Camden, 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 the County of Gloucester, 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, the respective parties 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 each party be named as an additional insured by the other. The parties shall deliver to each other 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.

**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. EMPLOYMENT RECONCILIATION PLAN.**

At the time of the inception of this agreement Gloucester County is not housing any juveniles 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.

**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 County Youth Center, Camden is responsible for evacuating the Gloucester County juveniles as well as Camden County juveniles.

## **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. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon Gloucester, Camden and their respective successors and assigns.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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 1<sup>st</sup> day of April, 2015, 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:

COUNTY OF GLOUCESTER



\_\_\_\_\_  
CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD



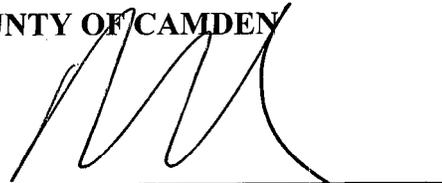
\_\_\_\_\_  
ROBERT N. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CAMDEN



\_\_\_\_\_  
MARIANNE DIPIERO, CLERK



\_\_\_\_\_  
ROSS G. ANGILELLA  
COUNTY ADMINISTRATOR