

2/5/14

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CUMBERLAND, NEW JERSEY

FOR THE PROVISION OF JUVENILE DETENTION FACILITIES

Dated: February 1, 2014

Prepared by: Matthew P. Lyons,
Gloucester County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of February, 2014, by and between the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland"), 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 Cumberland ("Cumberland") is a body politic and corporate of the State of New Jersey with main offices located at 790 East Commerce Street, Bridgeton, New Jersey 08302;
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; and
4. The Cumberland juvenile facilities are located at the Cumberland County Juvenile Detention 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; and
5. These services are a significant enhancement of the services which Gloucester can currently offer at its juvenile detention center; and
6. The Cumberland County facility has the capacity to house the juvenile detainee population that Gloucester County and Cumberland County typically provide;
7. Providing for the detaining of Gloucester County juveniles in the Cumberland County Juvenile Detention Center will result in a more economical operation of the Cumberland County Juvenile Detention Center by Cumberland 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; and
8. Participating in such regionalization will provide Gloucester County with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative; and

9. The reasonably close proximity of the Cumberland County Juvenile Detention Center to the Gloucester County Seat and many other larger population centers in the County makes regionalization in these circumstances reasonable and efficient; and
10. The support groups and volunteers currently working with Gloucester County juveniles will have access to the Cumberland County facility to provide the same services as they are currently providing at the Gloucester County facility; and
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 Cumberland are entering into a Shared Services Agreement, whereby Cumberland is housing Gloucester's juvenile detainees and offenders at the Cumberland County Juvenile Detention Center, which agreement shall commence February 1, 2014 and conclude on January 31, 2024. Because of the mutual benefits of such Agreement, Gloucester and Cumberland hereby desire to enter into this 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 Cumberland 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 Cumberland County Juvenile Detention Center, and Cumberland County shall accept from Gloucester County, juveniles for secure care at the Cumberland County Juvenile Detention Center, located at 135 Sunnyslope Dr., Bridgeton, NJ 08302, 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 Cumberland County Juvenile Detention Center staff when there is available bed space in the appropriate classification. Gloucester County agrees to immediately remove any juvenile(s) upon Cumberland County's cited classification, population, or other safety reason, which shall be solely determined by Cumberland County.

B. ESTIMATED COST.

Gloucester shall pay to Cumberland a per diem for each housed juvenile in an amount that shall be no more than Two hundred seventy five (\$275.00) dollars per day. The parties acknowledge a reasonable annual escalation is appropriate and further agree to negotiate any increase in the per diem amount by December 30 to take effect the following February 1, for each year this agreement is in effect.

C. MEDICAL TREATMENT.

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

Cumberland County shall also cause to be provided to Gloucester County juveniles necessary care from hospitals or emergency providers.

In the event that the treatment required is non-emergent in nature, then Cumberland 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 Cumberland County.

Standard, ordinary, non-hospital, non-emergency care provided by Cumberland County to Gloucester County juveniles shall not be charged separately to Gloucester County.

Cumberland 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. Cumberland County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

D. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Cumberland County, on such forms as Cumberland County may require, all information reasonably necessary for Cumberland County to admit and process the Gloucester County juvenile.

E. SERVICES.

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

In addition, Cumberland County agrees to permit Gloucester County volunteers to meet, subject to reasonable regulations of the Cumberland County Juvenile Detention 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 Cumberland County Juvenile Detention Center and will be on-site in the Center as needed. Gloucester County anticipates that this representative's presence at the Cumberland County Juvenile Detention Center will be needed several times each week. Cumberland County has agreed to provide a working space for this individual at the Cumberland County Juvenile Detention 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 Cumberland County Juvenile Detention 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 Cumberland County shall provide such transportation and shall thereafter bill Gloucester County for said service. Additionally, Cumberland County shall bill Gloucester County for any additional costs for supervision incurred as a result of said emergency.

G. VISITATION.

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

H. DURATION OF AGREEMENT.

This Agreement shall be effective for the initial period commencing February 1, 2014 and concluding January 31, 2024. Thereafter, the parties agree that this Agreement may be renewed by mutual consent. 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 Cumberland County: Office of the Cumberland County Counsel, 790 E. Commerce Street, Bridgeton, NJ 08302.

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 Cumberland 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 Cumberland will use normal operational standards for these juveniles as they are apply to Cumberland County juveniles.

Neither Gloucester nor Cumberland 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 Cumberland, 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.

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

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Cumberland 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, Cumberland 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. Cumberland 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.

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

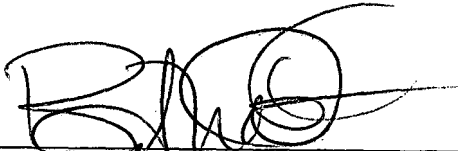
Q. MISCELLANEOUS.

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, Cumberland 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.** Cumberland 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.

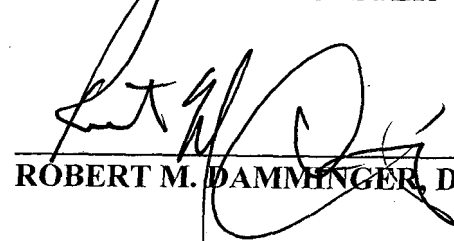
R. **EFFECTIVE DATE.** This Agreement shall be effective as of this 1st day of February, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:



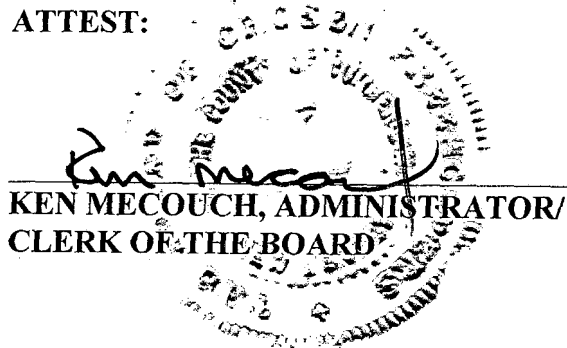
ROBERT N. DIELLA, CLERK


COUNTY OF GLOUCESTER



ROBERT M. DAMINGER, DIRECTOR

ATTEST:





KEN MECOUCH, ADMINISTRATOR/
CLERK OF THE BOARD

COUNTY OF CUMBERLAND



JOSEPH DERELLA, DIRECTOR