

CONTRACT FOR SERVICES

by and between the

COUNTY OF MORRIS, NEW JERSEY

and

COUNTY OF SUSSEX, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE HOUSING

James M. Gannon
Morris County Sheriff

Michael F. Strada
Sussex County Sheriff
Effective April 1, 2023

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") dated this ____ day of _____, 2023 is by and between the County of Morris, a body politic and corporate of the State of New Jersey ("Morris County"), and the County of Sussex, a body politic and corporate of the State of New Jersey ("Sussex County").

RECITALS

1. Morris County is a body politic and corporate of the State of New Jersey with main offices located at 10 Court Street, Morristown, New Jersey 07963-0900; and
2. Sussex County is a body politic and corporate of the State of New Jersey with main offices located at 1 Spring Street, Newton, New Jersey 07860; and
3. Sussex County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult male and female inmates detained in the Sussex County Correctional Facility; and
4. The Morris County Correctional Facility has the capacity to house the adult male and female inmate population that is in the Sussex County Correctional Facility, and is capable of providing Sussex County with housing for Sussex County adult male and female inmates; and
5. Providing for the detention of Sussex County's adult male and female inmates in the Morris County Correctional Facility will result in a more economical operation of the Sussex County Correctional Facility and significant annual cost savings to Sussex County; and
6. This contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2) and NJ Const., Article IV, §7, 111.

NOW, THEREFORE, in consideration of mutual promises, agreements and other considerations made by and between the parties, Morris County and Sussex County do hereby agree as follows:

AGREEMENT

A. Description of the Project and the Services - Number of Inmates

Consistent with the terms of this Agreement, Sussex County shall transport to the Morris County Correctional Facility and Morris County shall accept from Sussex County, Sussex County's adult male and female Inmates ("Inmates"), which Sussex County deems appropriate for housing at the Morris County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey Adult County Correctional Facilities. As of the Effective Date, Morris County shall make available a minimum of forty-five (45) beds per day for Inmates.

B. Duration of the Agreement

This agreement shall be effective April 1, 2023 (Effective Date) and shall terminate on March 31, 2043, unless terminated by mutual consent at an earlier date and as of the Effective Date shall void any and all prior agreements between Sussex and Morris Counties related to inmate housing. During the term of the Agreement, either party may terminate the Agreement for any reason by providing a six-month written notice to the other party of the party's desire to terminate the Agreement: As to Morris County: Morris County Counsel, 10 Court Street, Morristown, New Jersey 07963-0900. As to Sussex County: Sussex County Counsel, 1 Spring Street, Newton, New Jersey 07860. There shall be a right to extend the Agreement for additional two (2), five (5)-year periods.

C. Fees

Sussex County shall pay Morris County a per diem rate for each housed Inmate in the amount of one hundred eleven dollars and forty-two cents (\$111.42) per day. As of the Effective Date, Morris County shall be compensated for a minimum of forty-five (45) Inmates per day for a minimum contract amount of \$1,830,073 per year. A "day" is defined as an Inmate's presence on the Morris County Correctional Facility at 8:00 p.m. Sussex County is not obligated to house a minimum number of Inmates but shall be responsible to pay an annual amount to Morris County of no less than \$1,830,073. If the average daily population of Sussex County Inmates drops below forty-five (45) per day for a period of forty-five (45) consecutive days or more, the parties agree to reopen the Agreement related to the number of guaranteed beds, per diem rate, and annual cost of the Agreement.

Morris County will submit an invoice to Sussex County each month for the housing fees, plus any reimbursable expenses incurred by Morris County pursuant to this Agreement. The Sussex County Inmates will be listed individually with their length of stay on a Sussex County Voucher. Payment in accordance with this Agreement shall be rendered within sixty (60) days of receipt of an invoice.

Starting on the anniversary of the Effective Date (e.g., April 1, 2024) of this Agreement, unless otherwise modified by mutual consent, the per diem fee for Inmates shall be increased by two (2%) percent, the same percentage as the budget cap index.

D. Medical Treatment

Morris County shall provide to Sussex County Inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this Agreement.

Morris County shall also provide to Sussex County Inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment Morris County provides to Sussex County Inmates shall be paid for by Morris County and shall not be charged to Sussex County. All off-site medical care, emergency medical care, hospital and extraordinary or non-routine medical care shall be paid directly by Sussex County. Morris

County shall coordinate the submission of off-site emergency and hospital care bills to Medicaid and/or other appropriate healthcare insurance.

For all medical care paid by Sussex County, Morris County shall take whatever steps are necessary to facilitate timely notice and billing to Sussex County.

Morris County shall pay for all over-the-counter medications. All prescription drugs prescribed to Sussex County Inmates shall be paid for by Sussex County. Unless otherwise agreed, Morris County shall provide regular and routine prescription drugs used by Sussex County Inmates, which shall be billed to Sussex County on a monthly basis.

Where medically reasonable and unless emergency conditions dictate otherwise, Morris County shall cause medical services to be rendered by hospitals and medical providers as determined by Sussex County. Where feasible, Morris County shall utilize Sussex County's network of medical providers for off-site services. In the event that the treatment required is non-emergent in nature, Morris County shall notify Sussex County and Sussex County will have the option of designating the medical service provider.

Morris County shall, as soon as possible, notify the designated Sussex County representative by phone of any occurrence of a medical emergency, hospitalization, or other medical crisis (such as suicide attempt, illness, etc.) involving a Sussex County Inmate. Morris County shall thereafter, within 48 hours of the telephone notice, provide a written report of the incident to the designated Sussex County representative. Morris County shall further notify the Inmate's emergency contact or next of kin of any such incident as required by policy or law.

E. Regional Admission and Processing

All Sussex County inmates housed in Morris County will have their personal effects maintained in Morris County.

F. Services

Morris County will provide to all Sussex County Inmates all services and programs that may be required by Federal and State statute, rule and regulation, and which Morris County provides to its Inmates detained in the Morris County Correctional Facility.

Morris County Correctional Facility must pass annual New Jersey inspections. Upon ratification, and annually thereafter, proof of passing the State inspections shall be provided to Sussex County. Sussex County shall be permitted to inspect inmates and the conditions of the Morris County Correctional Facility upon forty-eight (48) hours' notice to Morris County.

G. Transportation

Sussex County shall be responsible for the transportation of all newly admitted Inmates to

the Morris County Correctional Facility. Sussex County shall be responsible for transporting Inmates from the Morris County Correctional Facility to any required court appearances, medical appointments or any other usual or required Inmate transportation as well as returning them to the Morris County Correctional Facility. To the fullest extent possible, non-emergent transportations shall be scheduled between Sussex County and Morris County.

All Inmates shall be released from custody from the Morris County Correctional Facility, where their personal effects will be maintained while the Inmates are housed by Morris County. However, any released Inmate who does not have transportation from the Morris County Correctional Facility shall be transported from the Morris County Correctional Facility to the Sussex County Correctional Facility by Sussex County. For any released Inmate who does not have transportation from Morris County to Sussex County, if Sussex County notifies Morris County it cannot transport the Inmate to Sussex County for any reason or if Sussex County fails to provide for adequate transportation within four hours of the Inmate's release from custody, then Morris County will transport the inmate back to the Sussex County Correctional Facility. Sussex County agrees to pay Morris County a fee equal to one and one-half the hourly rate of the two Morris County employees responsible for the transportation. The transportation will begin the time the two Morris County employees exit the Morris County Correctional Facility and will end the time the two employees return to the Morris County Correctional Facility.

Morris County will provide transportation to Sussex County Inmates to an appropriate destination (e.g., hospital) in the event of a medical emergency. Sussex County agrees to pay Morris County a fee equal to one and one-half the hourly rate of each Morris County employee responsible for the Inmate for the period of time that the inmate is admitted to the hospital to the time the Inmate is returned to the Morris County Correctional Facility, or is released from custody by court order, whichever is first. Under normal circumstances, two Morris County Officers will supervise an inmate while the inmate is in the emergency room of a hospital. Once the inmate is admitted to the hospital and placed in a room,, the detail will drop to one Morris County Officer. Should exigent circumstances exist (i.e. high risk inmate, etc.), additional officers may be assigned as required. The discretion for additional officers shall be made by the Morris County Correctional Facility's Administration. In addition, while the Inmate is at the hospital in the custody of the Morris County employee(s), the per diem rate will continue to be paid to Morris County.

H. Visitation

Visitation between Inmates and their visitors, including family, friends, attorneys, etc., shall be permitted by the Morris County Correctional Facility in accordance with its rules and regulations governing inmate visitation.

I. Inmate Court

Sussex County shall provide a judge and be responsible for all cost associated with said judge to provide hearings for Inmates in the Morris County Correctional Facility facing municipal charges. Morris County will make every effort to provide video access to the judge in order to conduct such hearings.

J. Significant Incident Notification

Morris County shall notify the designated Sussex County representative by phone or email of any significant incident (such as suicide, escape, escape attempt, criminal charge, use of force, etc.) involving a Sussex County Inmate within eight (8) hours of the occurrence. Morris County shall thereafter provide a written report of the incident to the designated Sussex County representative.

K. Evacuation Procedures

In the event of an emergency that requires the evacuation of all inmates from the Morris County Correctional Facility, or an evacuation of a section of the Morris County Correctional Facility in which Sussex County Inmates are housed, Morris County is responsible for evacuating the Sussex County Inmates in the same manner as it evacuates Morris County inmates.

L. Temporary Suspension of Accepting Sussex County Inmates

In the event Morris County cannot accept new Sussex County Inmates, then Sussex County will be able to transport its new Inmates to the facility Morris County utilizes when unable to admit new intakes.

M. Limitation of Delegation

To the extent that this Agreement constitutes a delegation of authority by Sussex 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 Contract for Services Agreement

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

N. Compliance with Laws and Regulations

Morris County and Sussex County 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 respective performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise its right to rescission by forwarding formal written notice to the other party.

0. Prison Rape Elimination Act (PREA).

Morris County agrees that, pursuant to the *Prison Rape Elimination Act (PREA)*, it is in conformance with the following:

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 endure 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.

P. Indemnification

Sussex County shall defend, indemnify and hold harmless Morris 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 Sussex County's intentional or negligent acts or omissions in connection with this Agreement.

Morris County shall defend, indemnify and hold harmless Sussex 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 Morris County's intentional or negligent acts or omissions in connection with this Agreement.

Q. Insurance

During the term of this Agreement, Morris County 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, with a minimum limit of \$2,000,000 and umbrella coverage of at least \$5,000,000, law enforcement liability, all-risk and comprehensive general liability and automobile liability insurance with respect to the services to be performed pursuant to this Agreement and shall provide that Sussex County be named as an additional insured on a primary and non-contributory basis. Morris County shall deliver to Sussex County a certificate of such insurance, identifying this Agreement by name, prior to the commencement of services.

R. Remedies

In the event of a controversy or dispute between the parties, which arise out of this Agreement, 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 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 Agreement shall be settled

by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

S. No Additional Waiver Implied By One Waiver

In the event that any agreement which is contained in this Contract for 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.

T. No Personal Liability

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

U. Miscellaneous

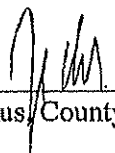
- Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent to the parties.
- Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
- Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
- Entire Agreement. This Agreement sets forth all promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreement and undertakings, inducements, or conditions, express or implied, oral or written between the parties.
- Further Assurances and Corrective Instruments. Morris County and Sussex County 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.
- Headings. The Article and Section headings in this Agreement are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

- Non-Waiver. It is understood and agreed that nothing which is contained in this 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 Agreement.
- Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

V. Effective Date

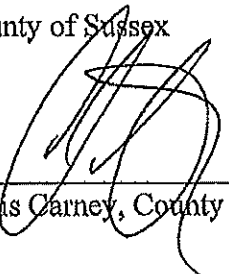
This Agreement shall be effective as of April 1, 2023, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

County of Morris



John Krickus, County Commissioner Director

County of Sussex



Chris Carney, County Commissioner Director