

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 19th day of April 2017, by and between the County of Middlesex, a body politic and corporate of the State of New Jersey ("Middlesex"), and the County of Ocean, a body politic and corporate of the State of New Jersey ("Ocean").

RECITALS

1. The County of Ocean ("Ocean") is a body politic and corporate of the State of New Jersey with main offices located at 101 Hooper Avenue, River, New Jersey, 08754;
2. The County of Middlesex ("Middlesex") is a body politic and corporate of the State of New Jersey with main offices located at 75 Bayard Street, New Brunswick, New Jersey 08901;
3. Ocean desires to provide Shelter Care as needed for the children of Ocean County at a facility that provides proper care for non-adjudicated youth requiring non-secure care; and
4. Ocean currently contracts for Shelter Care with a private agency; and
5. Middlesex owns and operates a Youth Shelter ("Shelter"), which is a high quality, licensed facility providing necessary and appropriate services and amenities; and
6. There now exists a need to provide Shelter Care placements for Ocean County; and
7. Middlesex has the capacity to house one (1) Ocean juvenile on a constant basis and additional Ocean juveniles on an as-needed basis; and
8. Providing for the care of Ocean juveniles in the Middlesex County Shelter will result in more economical operation of the Middlesex County Shelter and will result in a significant cost savings to Ocean through the sharing of the facility and services; and
9. The staff, support groups and volunteers currently working with Ocean juveniles will have access to the Middlesex facility to provide the same services as they are currently providing at the Ocean facility; and
10. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities to enter into shared service agreements.

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

TERMS OF THE AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

1. Consistent with the terms of this Agreement, Ocean County Local Police Departments, parents or Family Court assigned personnel will transport to the Middlesex County Youth Shelter and the Youth Shelter shall accept from Ocean County one (1) Ocean County juvenile between the ages of 13 and 17 for shelter care at the Middlesex County Youth Shelter, located in North Brunswick, New Jersey. In addition, the Middlesex County Youth Shelter shall accept from Ocean County, when there is available bed space, additional juveniles at any given time. The decision to accept additional juveniles above and beyond one (1) shall be made by Middlesex in its sole discretion. These services shall be provided by Middlesex in accordance with all applicable laws, rules and licensing standards as promulgated by the New Jersey Department of Children and Families.
2. Middlesex County Youth Shelter reserves the right to refuse admission to an Ocean juvenile to the Shelter for an Ocean juvenile who has a pre-existing medical, mental, developmental, psychiatric or psychological condition which would make him/her unfit to be housed within the Middlesex County Youth Shelter until such juvenile receives professional medical/psychiatric clearance.
3. No juvenile from Ocean shall be admitted to the Middlesex County Youth Shelter unless the same has been cleared by the Family Crisis Intervention Unit of Ocean County (F.C.I.U.), or unless directed by a Judge of Ocean County Superior Court, Chancery Division, Family Part, or by some other duly appointed Judge who may be temporarily assigned thereto. Ocean County Department of Juvenile Service will handle the clearances.
4. The use of personal property and funds in the possession of Ocean County Shelter residents when admitted to the Middlesex County Youth Shelter will be administered and controlled in accordance with Shelter procedures.
5. Any Ocean County child housed at the Middlesex County Youth Shelter shall be subject to the same rules and regulations governing other residents and shall be disciplined in accordance with the Shelter's positive-based Behavior Management System.
6. Middlesex may, without the prior approval of Ocean, move an Ocean resident from the Youth Shelter to another suitable location for housing in the event of an emergency such as a fire, earthquake, other catastrophe, or conditions presenting imminent danger to the safety of said resident; Middlesex agrees to notify Ocean as soon as possible of the location at which the Ocean resident is being cared for.
7. In the event that any Ocean resident shall run away from the Middlesex County Youth Shelter, Middlesex County shall notify all interested agencies, law

enforcement departments, and the Ocean County liaison according to procedure. Middlesex County shall also file a Missing Person's Report with the North Brunswick Township Police Department or other applicable law enforcement agency.

8. Ocean staff, support groups and approved volunteers currently working with Ocean juveniles, shall have access to the Shelter at all reasonable times for the purpose of inspecting the facilities and visiting any of the Ocean residents being cared for therein under the terms of the Agreement. Ocean will be provided with the opportunity to inspect the facility prior to signing the Agreement.
9. The parties hereto agree to observe all federal, state and local laws, ordinances and regulations in meeting their obligations under the terms of this Agreement.
10. Ocean agrees to be bound by all rules and regulations promulgated regarding the Middlesex County Youth Shelter with respect to all juveniles from Ocean who are accepted for care at the Middlesex County Youth Shelter.

B. FEES

1. Ocean County shall pay to Middlesex an annual fee of \$79,745.20 which represents 1 bed per day at the Middlesex County Shelter at a rate of \$218.48 per day. This fee will be paid in quarterly installments on September 1, December 1, March 1 and June 1 of each year.
2. In addition, additional beds shall be made available to Ocean County for use on an as needed basis, as available basis, to be billed at the per diem of \$225 per day. Billing for said juveniles will be submitted to Ocean County via an invoice and will include the first but not the last day of placement.
3. The parties shall annually adjust the per diem rate based on any incremental increase given by the NJ Division of Youth and Family Services under the terms of their contract with the Shelter.
4. State Department of Agriculture reimbursement (Child Nutrition Programs) funds will be applied for and paid to Middlesex for any Ocean residents housed at the Middlesex County Shelter.
5. The parties shall annually adjust the per diem rates to be capped at either the annualized adjustment by the Consumer Price Index (CPI) or 2%, whichever is greater for the increase in operating costs associated with the operation of the Shelter. Said adjustment shall be determined no later than August 15 prior to the January 1st anniversary date in order to guarantee adequate time for annual budget preparation. Said annual increases shall equal the New York-Northern New Jersey annualized Consumer Price Index for the prior year as established by the U.S. Department of Labor. For example, the CPI of June 30, 2018 will be used to apply to payments commencing January 1, 2019. To the extent that any legal or statutory

requirements increase cost or in the event of an increase in contractual costs beyond which Middlesex has no control, the parties agree to negotiate an additional adjustment to the Agreement in good faith. Negotiations shall be completed on or before the January 1st prior to commencement of the new contract year.

C. MEDICAL TREATMENT

1. Middlesex shall cause to be provided to Ocean juveniles all ordinary medical treatment, including but not limited to, on-site healthcare and medications, as part of the services provided pursuant to this agreement.
2. Middlesex shall also cause to be provided to Ocean juveniles necessary care from hospitals and/or emergency providers, including CCIS. To that end, Middlesex will notify Ocean of any medical problems encountered by the Ocean residents, and, if possible, obtain release to the hospital. However, in emergency situations, Ocean Juveniles may be taken to a hospital or other medical provider without prior authorization from Ocean. Said transportation will be provided by Middlesex County or emergency squad as necessary.
3. Standard, ordinary, non-hospital, non-emergency care provided to Ocean Juveniles will not be charged separately to Ocean. Every attempt will be made to obtain insurance/Medicaid information to provide to the medical provider. Should there be no insurance, Middlesex will invoice Ocean for any outside medical treatment. The parties acknowledge that Middlesex does not maintain commercial insurance coverage with a self-insured retention of \$350,000.00.
4. Middlesex will notify the designated Ocean liaison by telephone of any occurrence of a medical emergency or other crisis situation involving an Ocean juvenile. Middlesex will thereafter provide a written report of the incident to the designated person.

D. PROVISION OF NECESSARY INFORMATION

1. Ocean or the responsible admitting party will furnish to Middlesex, on such forms as Middlesex may require, all information reasonably necessary for Middlesex to admit and process Ocean Juveniles. Parental consent forms must be signed within 48 hours of admittance to the Shelter.

E. SERVICES

1. Middlesex will provide to all Ocean juveniles all services which it provides to Middlesex juveniles admitted to the Shelter in accordance with Licensing Standards.
2. In addition, Middlesex agrees to permit Ocean personnel and/or volunteers, subject to reasonable regulations of Middlesex County Youth Shelter the opportunity to

pursue such services that such personnel or volunteers may make available to Ocean juveniles.

F. TRANSPORTATION

1. Middlesex County shall be responsible for transporting Ocean juveniles from Ocean to and from the Middlesex County Youth Shelter for court related dates.
2. When Ocean juveniles require out-of-facility medical, psychiatric or dental care, that is not of an emergent nature, Ocean will, as much as is practicable, provide transportation for said juveniles. If circumstances warrant, said transportation can be handled by a parent, guardian, case worker or other adult as approved by the courts or juvenile's case worker. If that cannot be arranged, Middlesex will provide the transportation. If Middlesex becomes responsible for said transportation, appointments for non-emergency care will, if possible, be obtained at a facility/medical provider in Middlesex County.
3. In the event of a medical emergency, Middlesex will provide transportation to a hospital or medical facility if necessary.

G. VISITATION

1. Visitation with Ocean juveniles will be permitted by the Middlesex County Youth Shelter in accordance with its rules and regulations governing visitation of juveniles in the Shelter.

H. DURATION AND TERM OF AGREEMENT

1. This Agreement will be effective commencing January 19, 2017 and continue for a period of 3 years, concluding on December 31, 2019. Thereafter, the parties agree that this Agreement may be renewed by mutual consent.
2. Either party may terminate this agreement for any reason by providing 90 days written notice to the other party as follows:

As to Ocean:	Ocean County Administrator County Administration Building 101 Hooper Avenue Toms River, NJ 08754
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As to Middlesex:	Administrator and County Counsel County Administrator 75 Bayard Street New Brunswick, NJ 08901
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I. LIMITATION OF DELEGATION.

1. To the extent that this Agreement constitutes a delegation of authority by Ocean, 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.
2. However, the parties acknowledge and agree that Middlesex will stand in loco parentis and will have the express authority to make all decisions related to the normal operations governing the care of the Ocean County juveniles placed in its custody pursuant to this Agreement as they are applied to Middlesex County juveniles.
3. Neither Middlesex nor Ocean intends by this Agreement to create any agency relationship other than that which may be specifically required by the Uniform Shared Services and Consolidation Act for the limited purpose of the provision of service by Middlesex pursuant to this Agreement.

J. COMPLIANCE WITH LAWS AND REGULATIONS.

1. Middlesex and Ocean 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.

K. INSURANCE.

1. Ocean will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement, and will cause Middlesex to be named as an additional insured and will deliver to Middlesex a certificate of such insurance prior to the commencement of services.
2. Middlesex will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement, and will cause Ocean to be named as an additional insured and will deliver to Union a certificate of such insurance prior to the commencement of services.

L. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, Middlesex agrees to indemnify and hold harmless Ocean, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or

resulting from, the acts or omissions of Middlesex arising out of this Agreement or any of the obligations assumed by Middlesex hereunder. Middlesex, upon notice from Ocean, shall resist and defend, at the expense of Middlesex, such actions or proceeding. In addition, at its option, Ocean may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Middlesex's obligations under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Ocean agrees to indemnify and hold harmless Middlesex, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the acts or omissions of Ocean arising out of this Agreement or any of the obligations assumed by Ocean hereunder. Ocean, upon notice from Middlesex, shall resist and defend, at the expense of Ocean, such actions or proceeding. In addition, at its option, Middlesex may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Ocean's obligations under this paragraph.

M. REMEDIES.

1. In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Boards of Chosen Freeholders for both Middlesex and Ocean and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.
2. 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 at law or equity.
2. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any term or condition contained in this Shared Services Agreement is breached by either party and thereafter such breach is waived by the other party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Ocean or Middlesex, in his or her individual

capacity, and neither the officers, agents or employees of either Ocean or Middlesex, nor any official executing this Shared Services Agreement will 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. 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. Severability. In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
3. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument.
4. 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.
5. Further Assurances and Corrective Instruments. The authorized representatives of both Middlesex and Ocean will 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 services to be provided or to correct any inconsistent or ambiguous term hereof.
6. 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.
7. 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.
8. 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.

9. CONTACTS

a. For any day to day medical, emergency, court or transportation issues:

1. As to Ocean: Youth Detention Administrator
Ocean County Dept. of Juvenile Services
165 Sunset Avenue
P.O. Box 2191
Toms River, NJ 08754-2191
2. As to Middlesex: Youth Detention Superintendent
Middlesex County Youth Services
99 Apple Orchard Road
P.O. Box 7164
North Brunswick, NJ 08902

b. For Notice with regard to Inflator changes and Contract issues:

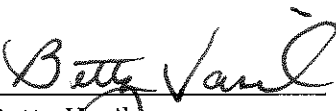
1. As to Ocean: Ocean County Administrator
County Administration Building
101 Hooper Avenue
Toms River, NJ 08754
2. As to Middlesex: Administrator and County Counsel
County Administrator
75 Bayard Street
New Brunswick, NJ 08901

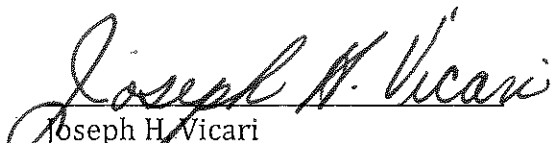
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- Q. EFFECTIVE DATE. This Agreement shall be effective upon the signature of this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both Ocean and Middlesex.
- R. TERMINATION DATE. Either party may terminate this Agreement for any reason by providing ninety (90) days advance written notice to the other party.

ATTEST:

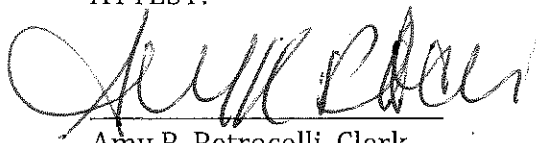
COUNTY OF OCEAN

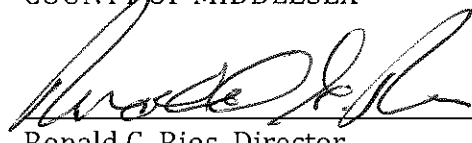

Betty Vasil
Clerk of the Board

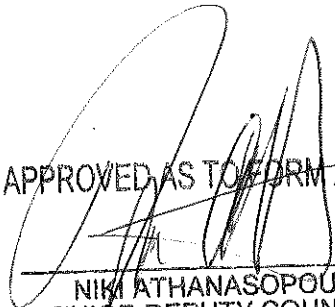

Joseph H. Vicari
Freeholder Director

ATTEST:

COUNTY OF MIDDLESEX


Amy R. Petrocelli, Clerk
Board of Chosen Freeholders


Ronald G. Rios, Director
Board of Chosen Freeholders


APPROVED AS TO FORM AND LEGALITY
NIKI ATHANASOPOULOS, ESQ.
SENIOR DEPUTY COUNTY COUNSEL