

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 28<sup>th</sup> day of January, 2010, by and between the County of Monmouth, a body politic and corporate of the State of New Jersey ("Monmouth"), and the County of Middlesex, a body politic and corporate of the State of New Jersey ("Middlesex").

### RECITALS

1. The County of Monmouth ("Monmouth") is a body politic and corporate of the State of New Jersey with main offices located at One East Main Street, Freehold, New Jersey, 07728;
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. Monmouth 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. Monmouth currently operates a Juvenile Detention Center which houses pre-disposition and adjudicated Monmouth juveniles; and
5. Middlesex owns and operates a Juvenile Detention Center ("JDC"), which is a high quality accredited facility providing necessary and appropriate services and amenities; and
6. There now exists a need to house Monmouth's pre-disposition and adjudicated juveniles at the Middlesex County JDC; and
7. Middlesex has the capacity to house up to and including thirty seven (37) Monmouth juveniles on a constant basis and additional Monmouth juveniles on an as-needed basis; and
8. Providing for the detention of Monmouth juveniles in the Middlesex County Juvenile Detention Center will result in a more economical operation of the Middlesex County Detention Center and will result in a significant cost savings to Monmouth, through the sharing of the facility and services; and
9. The staff, support groups and volunteers currently working with Monmouth juveniles will have access to the Middlesex facility to provide the same services as they are currently providing at the Monmouth facility; and
10. N.J.S.A. 40:65A-1 et seq. specifically authorizes local government units, including counties and municipality, to enter into shared service agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Monmouth 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, Monmouth and/or Monmouth County Local Police Departments will transport to the Middlesex County JDC and the JDC shall accept from Monmouth up to and including thirty seven (37) Monmouth juveniles for secure care at the Middlesex County JDC, located in North Brunswick, New Jersey. In addition, the Middlesex County JDC shall accept from Monmouth, when there is available bed space, additional Monmouth juveniles on an as-needed basis. The decision to accept Monmouth juveniles above and beyond thirty-seven (37) shall be made by Middlesex in its sole discretion. These services shall be provided by Middlesex in accordance with all applicable laws, rules and regulations concerning the maintenance and operation of the JDC.
2. Middlesex County JDC reserves the right to refuse admission of a Monmouth juvenile to the Middlesex County JDC for a Monmouth juvenile who has a pre-existing medical, mental, psychiatric or psychological condition which would make him/her unfit to be housed within the Middlesex County JDC until such juvenile receives professional medical/psychiatric clearance.
3. No juvenile from Monmouth shall be admitted to Middlesex unless the same has been requested by a Juvenile Intake Officer of Monmouth County, or unless directed by a Judge of Monmouth County Superior Court, Chancery Division, Family Part, or by some other duly appointed Judge who may be temporarily assigned thereto.
4. The use of personal property and funds in the possession of Monmouth detainees when admitted to the Middlesex County JDC will be administered and controlled in accordance with JDC procedures.
5. Any Monmouth detainee housed at the Middlesex County JDC shall be subject to the same rules and regulations governing other detainees and shall be disciplined in accordance with the same rules and regulations governing other detainees.
6. Middlesex may, without the prior approval of Monmouth, move a Monmouth detainee from the JDC to another suitable location for

housing in the event of an emergency such as fire, earthquake, other catastrophe, or conditions presenting imminent danger to the safety of the detainee. Middlesex agrees to notify Monmouth as soon as possible of the location at which the Monmouth detainee is being held.

7. In the event that any Monmouth detainee shall escape from the JDC, Middlesex shall use all reasonable means to recapture the detainee. The escape shall be reported to Monmouth immediately.
8. Monmouth staff, support groups and volunteers currently working with Monmouth juveniles, shall have access to the JDC at all reasonable times for the purpose of inspecting the facilities and visiting any of the Monmouth detainees confined therein under the terms of the Agreement. Monmouth 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. The Board of Chosen Freeholders of Monmouth County agrees to be bound by all rules and regulations promulgated regarding the Middlesex County JDC with respect to all juveniles from Monmouth who are accepted for secure care at the Middlesex County JDC.

B. FEES

1. Monmouth shall pay to Middlesex a flat rate of \$2,500,000.00 per year to house up to and including thirty-seven (37) Monmouth juveniles, payable in eleven (11) contiguous monthly installments of \$208,333.00 payable on or about the 17<sup>th</sup> of each month commencing July 2010 through May 2011 and one (1) final payment of \$208,337.00 payable on or about the 17<sup>th</sup> of June 2011 for a total of \$2,500,000.00. Middlesex will submit an invoice for each month according to the payment schedule. Said payment cycle will repeat annually during the full term of this Agreement.
2. Monmouth shall pay to Middlesex a per diem fee for each housed juvenile above thirty seven in the amount of \$225.00 per day. For calculation purposes, Middlesex shall charge for the date booked, but not the date released. Middlesex will submit an invoice with supporting documentation to Monmouth each month for the housing fee relating to any Monmouth juveniles in excess of thirty seven housed by Middlesex. Monmouth County juvenile detainees will be listed individually with their booking date and release date for that monthly billing cycle on a Monmouth County voucher. Monmouth

County will place the voucher on its agenda for payment at its next bill pay meeting, and thereafter make payment to "Treasurer, Middlesex County".

3. The parties shall annually adjust the flat and per diem rates set forth above. Said adjustment shall be determined no later than January 15<sup>th</sup> prior to the July 1<sup>st</sup> anniversary date in order to guarantee adequate time for annual budget preparation. Said annual increases shall be equal to 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 December 31, 2010 will apply to payments commencing July 1, 2011. 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 May 1<sup>st</sup> prior to the commencement of the new contract year.
4. State Facilities Education Act funds and State Department of Agriculture reimbursement (Child Nutrition Programs) funds will be applied for and paid to Middlesex from Monmouth juveniles housed in Middlesex County JDC.

#### C. MEDICAL TREATMENT

1. Middlesex shall cause to be provided to Monmouth 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 Monmouth juveniles necessary care from hospitals and/or emergency providers. To that end, Middlesex will notify the Monmouth County Contract Monitor of any medical problems encountered by Monmouth detainees. When practicable, Monmouth medical personnel will be asked in advance to authorize release of Monmouth detainees to the local hospital if Monmouth deems it necessary. In emergency situations however, Monmouth juveniles may be taken to a hospital or other medical provider without prior authorization from Monmouth.
3. Standard, ordinary, non-hospital, non-emergency care provided by Middlesex to Monmouth juveniles will not be charged separately to Monmouth. In addition, Middlesex shall be responsible to pay for all off-site and emergency care up to \$10,000.00 per year. Monmouth shall pay for all costs relating to such care over the initial \$10,000.00 per year paid by Middlesex. Middlesex will submit a Monmouth

voucher with supporting documentation to Monmouth each month for any such costs incurred that month in excess of the initial \$10,000.00 per year to be paid by Middlesex. Monmouth will place the voucher on its agenda for payment at its next bill pay meeting, and thereafter make payment to "Treasurer, Middlesex County." Middlesex shall provide Monmouth with monthly medical invoicing statements relating to any and all such care received by Monmouth juveniles regardless of payment responsibility. The parties acknowledge that Middlesex does not maintain commercial insurance coverage for non-ordinary medical expenses, except for excess coverage with a self-insured retention of \$350,000.00. Monmouth will reimburse Middlesex for the cost of provision of transportation and security to Monmouth juveniles who require treatment and/or hospitalization outside of the Juvenile Detention Center which is not provided by Monmouth.

4. The \$10,000.00 credit for off-site healthcare and specialty care provided by Middlesex for Monmouth juveniles will increase annually using the same annual percentage adjustment agreed upon by the parties for fees paid by Monmouth for Middlesex to house Monmouth juveniles which adjustment shall equal the New York-Northern New Jersey Consumer Price Index as established by the U.S. Department of Labor.
5. Middlesex will notify the designated Monmouth representative by telephone 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 Monmouth juvenile. Middlesex will thereafter provide a written report of the incident to the designated Monmouth representative.

#### D. PROVISION OF NECESSARY INFORMATION

1. Monmouth and/or Monmouth County Local Police Departments will furnish to Middlesex, on such forms as Middlesex may require, all information reasonably necessary for Middlesex to admit and process the Monmouth juveniles

#### E. SERVICES

1. Middlesex will provide to all Monmouth juveniles all services which it provides to Middlesex juveniles detained in the JDC, and in accordance with Juvenile Justice Commission (JJC) standards.
2. In addition, Middlesex agrees to permit Monmouth personnel and/or volunteers, subject to reasonable regulations of the Middlesex County

JDC, the opportunity to pursue such services that such personnel or volunteers may make available to the Monmouth juveniles.

F. TRANSPORTATION

1. Monmouth and/or Monmouth County Local Police Departments shall be responsible for transporting Monmouth juveniles from Monmouth to and from the Middlesex facility, including court related dates;
2. When Monmouth detainees require out-of-facility medical, psychiatric or dental care, Monmouth will, if practicable, provide all transportation and security, while such detainees are outside of the JDC. In the alternative, Monmouth will reimburse Middlesex for the provisions of such transportation and security by Middlesex.
3. In the event of a medical emergency, Middlesex will provide transportation to a hospital or medical facility if necessary. Monmouth will reimburse Middlesex for the transportation and security costs.

G. VISITATION

1. Visitation with Monmouth juveniles will be permitted by the Middlesex County JDC in accordance with its rules and regulations governing visitation of juveniles in the center, including days and times.

H. VACANCY

1. Middlesex agrees that as Juvenile Detention Officer positions become available, Juvenile Detention Officers laid off from Monmouth County will receive the first opportunity to be interviewed and considered to fill the open position(s). All offers of employment will be made in accordance with the rules and regulations of the Civil Service Commission of the State and all Middlesex policies and collective bargaining agreements.

I. DURATION AND TERMINATION OF AGREEMENT

1. This Agreement will be effective commencing July 1, 2010 and continue for a period of ten (10) years, concluding June 30, 2020. 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 180 days written notice to the other party as follows: As to

Monmouth: Office of Monmouth County Counsel, Hall of Records, Room 236, One East Main Street, Freehold New Jersey, 07728. As to Middlesex: Office of the Middlesex County Solicitor, 75 Bayard Street, New Brunswick, New Jersey 08901. However, Middlesex shall maintain custody until such time that appropriate alternative long term sites and contracts are completed, which time shall not exceed an additional 180 days. However, if Monmouth has made substantial progress towards securing alternative long term sites, it may request Middlesex maintain custody of Monmouth juveniles for an additional period of sixty (60) days. Said request shall not be unreasonably denied. The current contracted rate shall remain in effect until said juveniles are removed from Middlesex.

J. LIMITATION OF DELEGATION

1. To the extent that this Agreement constitutes a delegation of authority by Monmouth County, 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 Monmouth County juveniles placed in its custody pursuant to this agreement and the Middlesex County JDC will use normal operational standards for these juveniles as they are applied to Middlesex County juveniles.
3. Neither Monmouth nor Middlesex Counties intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by Monmouth County pursuant to this Agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS

1. Monmouth County and Middlesex 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 performance of the services described in this Agreement.

L. INSURANCE

1. 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 Monmouth to be named as an additional insured and will deliver to Monmouth a certificate of such insurance prior to the commencement of services.
2. Monmouth 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 the commencement of services.

M. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, Middlesex agrees to indemnify and hold harmless Monmouth, 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, provided it is determined by a Court having the appropriate jurisdiction that the Middlesex is solely responsible for such liability. In the event that it is determined by a Court that Middlesex is not solely responsible for said liability, then Middlesex's liability shall be limited to that degree of liability determined by said Court to be proportionate liability of Middlesex. Middlesex, upon notice from Monmouth, shall resist and defend, at the expense of Middlesex, such actions or proceeding. In addition, at its option, Monmouth 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, Monmouth 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 Monmouth arising out of this Agreement or any of the obligations assumed by Monmouth hereunder, provided it is determined by a Court having the appropriate jurisdiction that Monmouth is solely responsible for such liability. In the event that it is determined by a Court that Monmouth is not solely responsible for said liability, then Monmouth's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of

Monmouth. Monmouth, upon notice from Middlesex, shall resist and defend, at the expense of Monmouth, such action 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 Monmouth's obligations under this paragraph.

N. 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 Monmouth and Middlesex and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.
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.

O. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is 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.

P. NO PERSONAL LIABILITY

No covenant, condition of agreement contained in this Shared Service Agreement will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Middlesex or Monmouth, in his or her individual capacity, and neither the officers, agents or employees of either Middlesex or Monmouth, 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.

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. **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 Monmouth and Middlesex 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 provisions 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 day to day medical, emergency, court & transportation issues:

1. As to Monmouth: Warden (or designee)  
Monmouth County Correctional Institution  
1 Waterworks Road  
Freehold, New Jersey 07728
2. As to Middlesex: Warden (or designee)  
Middlesex County Correction Center  
Hwy. 130 & Apple Orchard Lane  
North Brunswick, New Jersey 08902

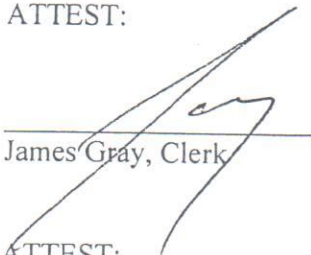
b. For Notice with regard to Inflator changes and Contract issues:

1. As to Monmouth: Administrator and County Counsel  
Hall of Records  
1 East Main Street  
Freehold, New Jersey 07728
2. As to Middlesex: Administrator and County Counsel  
Administration Building  
75 Bayard Street  
New Brunswick, New Jersey 08901

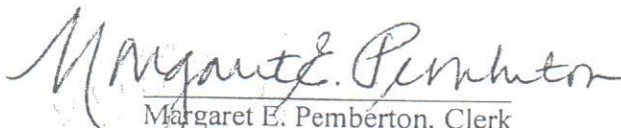
R. EFFECTIVE DATE.

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 Middlesex and Monmouth.

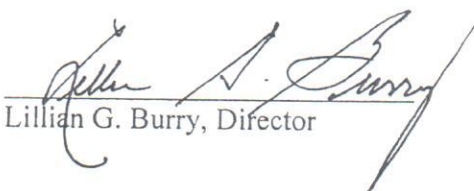
ATTEST:

  
James Gray, Clerk

ATTEST:

  
Margaret E. Pemberton, Clerk

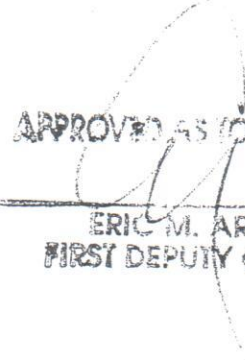
COUNTY OF MONMOUTH

  
Lillian G. Burry, Director

COUNTY OF MIDDLESEX

  
Christopher D. Rafano, Director

APPROVED AS TO FORM AND LEGALITY:

  
ERIC M. ARONOWITZ, ESQ.  
FIRST DEPUTY COUNTY COUNSEL