

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated as of the 1st day of June 2011, by and between the County of Mercer, a body politic and corporate of the State of New Jersey ("Mercer"), and the County of Middlesex, a body politic and corporate of the State of New Jersey ("Middlesex").

RECITALS

1. The County of Mercer ("Mercer") is a body politic and corporate of the State of New Jersey with main offices located at the McDade Administration Building, 640 S. Broad Street, Trenton, NJ 08650;
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. Mercer 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. Mercer currently operates a Juvenile Detention Center which houses pre-disposition and adjudicated Mercer 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 Mercer's pre-disposition and adjudicated juveniles at the Middlesex County JDC; and
7. Middlesex has the capacity to house up to and including twenty (20) Mercer juveniles on a constant basis and additional Mercer juveniles on an as-needed basis; and
8. Providing for the detention of Mercer 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 Mercer, through the sharing of the facility and services; and
9. The staff, support groups and volunteers currently working with Mercer juveniles will have access to the Middlesex facility to provide the same services as they are currently providing at the Mercer 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, Mercer 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, Mercer and/or Mercer County Local Police Departments will transport to the Middlesex County JDC and the JDC shall accept from Mercer up to and including twenty (20) Mercer juveniles for secure care at the Middlesex County JDC, located in North Brunswick, New Jersey. In addition, the Middlesex County JDC shall accept from Mercer, when there is available bed space, additional Mercer juveniles on an as-needed basis. The decision to accept Mercer juveniles above and beyond twenty (20) 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 Mercer juvenile to the Middlesex County JDC for a Mercer 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 Mercer shall be admitted to Middlesex unless the same has been requested by a Juvenile Intake Officer of Mercer County, or unless directed by a Judge of Mercer County Superior Court, Chancery Division, Family Part, or by some other duly appointed Judge who may be temporarily assigned thereto. Mercer shall designate an individual to prepare and process all State-required paperwork.
4. The use of personal property and funds in the possession of Mercer detainees when admitted to the Middlesex County JDC will be administered and controlled in accordance with JDC procedures.
5. Any Mercer 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 Mercer, move a Mercer 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 Mercer as soon as possible of the location at which the Mercer detainee is being held.

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

B. FEES

1. Mercer shall pay to Middlesex a flat rate of \$1,387,000.00 per year to house up to and including twenty (20) Mercer juveniles, payable in twelve (12) equal monthly installments of \$115,583.33 payable on or before the 17th of each month commencing June 2011 through May 2012. 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. Mercer shall pay to Middlesex a per diem fee for each housed juvenile above twenty (20) 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 Mercer each month for the housing fee relating to any Mercer juveniles in excess of thirty seven housed by Middlesex. Mercer County juvenile detainees will be listed individually with their booking date and release date for that monthly billing cycle on a Mercer County voucher. Mercer 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 15th prior to the June 1st 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, 2011 will apply to payments commencing June 1, 2012. 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 April 1st 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 Mercer juveniles housed in Middlesex County JDC. In addition to the fees set forth in Paragraphs B1 and 2 above, Mercer shall be responsible for the education costs per juvenile based upon the rates established by the State of New Jersey.

C. MEDICAL TREATMENT

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

Mercer with monthly medical invoicing statements relating to any and all such care received by Mercer juveniles regardless of payment responsibility. Mercer will reimburse Middlesex for the cost of provision of transportation and security to Mercer juveniles who require treatment and/or hospitalization outside of the Juvenile Detention Center which is not provided by Mercer.

4. The \$10,000.00 credit for off-site healthcare and specialty care provided by Middlesex for Mercer juveniles will increase annually using the same annual percentage adjustment agreed upon by the parties for fees paid by Mercer for Middlesex to house Mercer 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 Mercer 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 Mercer juvenile. Middlesex will thereafter provide a written report of the incident to the designated Mercer representative.

D. PROVISION OF NECESSARY INFORMATION

1. Mercer and/or Mercer 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 Mercer juveniles

E. SERVICES

1. Middlesex will provide to all Mercer 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 Mercer 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 Mercer juveniles.

F. TRANSPORTATION

1. Mercer and/or Mercer County Local Police Departments shall be responsible for transporting Mercer juveniles from Mercer to and from the Middlesex facility, including court related dates;
2. When Mercer detainees require out-of-facility transport for, including but not limited to: medical; psychiatric; program interviews; and dental care, Mercer will provide all transportation and security, while such detainees are outside of the JDC.

3. In the event of a medical emergency, Middlesex will provide transportation to a hospital or medical facility, if necessary. Mercer will be required to relieve Middlesex County personnel within twenty-four hours (24 hours) of notification of such transport. Mercer will reimburse Middlesex for the transportation and security costs.

G. VISITATION

1. Visitation with Mercer 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 Mercer 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 June 1, 2011 and continue for a period of ten (10) years, concluding May 31, 2021. 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 Mercer: _____ . As to Middlesex: Office of the Middlesex County Counsel, 75 Bayard Street, New Brunswick, NJ 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 Mercer has made substantial progress toward securing alternative long term sites, it may request Middlesex maintain custody of Mercer 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 Mercer 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 Mercer 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 Mercer 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 Mercer County pursuant to this Agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS

1. Mercer 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 Mercer to be named as an additional insured and will deliver to Mercer a certificate of such insurance prior to the commencement of services.
2. Mercer 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 Mercer, 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 Mercer, shall resist and defend, at the expense of Middlesex, such actions or proceeding. In addition, at its option, Mercer 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, Mercer 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 Mercer arising out of this Agreement or any of the obligations assumed by Mercer hereunder, provided it is determined by a Court having the appropriate jurisdiction that Mercer is solely responsible for such liability. In the event that it is determined by a Court that Mercer is not solely responsible for said liability, then Mercer's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Mercer. Mercer, upon notice from Middlesex, shall resist and defend, at the expense of Mercer, 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 Mercer'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 Mercer 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 Mercer, in his or her individual capacity, and neither the officers, agents or employees of either Middlesex or Mercer, 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 Mercer 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 Mercer:
2. As to Middlesex: Warden (or designee)
Middlesex County Correction Center
Hwy. 130 & Apple Orchard Lane
North Brunswick, NJ 08902
- b. For Notice with regard to Inflation changes and Contract issues:
1. As to Mercer:
2. As to Middlesex: Administrator and County Counsel
County Administration Building
75 Bayard Street
New Brunswick, NJ 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 Mercer.

ATTEST:

COUNTY OF MERCER

Clerk

ATTEST:

COUNTY OF MIDDLESEX

MARGARET E. PEMBERTON, Clerk
Board of Chosen Freeholders

CHRISTOPHER D. RAFANO, Director
Board of Chosen Freeholders