



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

9/16/2010

RESOLUTION NUMBER: 2010-782

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that the County Manager is hereby authorized to enter into a Shared Services Agreement with the County of Bergen for the purposes of providing up to twenty (20) secure detention beds for its juvenile detention population on an as needed basis effective November 1, 2010 through October 31, 2010 at a per diem cost of \$225 00 as specified on the attached Preliminary Report on Contract; and

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to sign any and all documents necessary to implement said Shared Services Agreement for said purposes upon approval by the County Counsel's Office.

NO SUFFICIENCY OF FUNDS REQUIRED

Handwritten signature

9-15-2010

RECORD OF VOTE																	
FREEHOLDER	Aye	Nay	Abs	Pass	Res	Wk	Ser	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res	Wk	Ser	NP
ESTRADA	X								VAN BLAKE	X							
JALLOH	X								WARD	X							X
KOWALSKI	X				X	X			SCANLON VICE CHAIRMAN								X
MIRABELLA								X	SULLIVAN CHAIRMAN	X							
PROCTOR	X																

APPROVED AS TO FORM
[Signature]
COUNTY ATTORNEY

I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
[Signature] CLERK

I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
_____ CLERK

SHARED SERVICES AGREEMENT
FOR THE HOUSING OF JUVENILES AT
THE UNION COUNTY JUVENILE DETENTION CENTER

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 16th day of December 2010, by and between the County of Bergen, a body politic and corporate of the State of New Jersey ("Bergen"), and the County of Union, a body politic and corporate of the State of New Jersey ("Union").

RECITALS

1. The County of Bergen ("Bergen") is a body politic and corporate of the State of New Jersey with main offices located at One Bergen County Plaza, Hackensack, New Jersey 07601;
2. The County of Union ("Union") is a body politic and corporate of the State of New Jersey with main offices located at 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207;
3. Bergen 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. Union County has agreed to house a maximum of twenty (20) Bergen juveniles in the Union County Juvenile Detention Center on an as needed basis; and,
5. The Juvenile Justice Commission requires Bergen to have housing for the excess juveniles due to either a lack of space at the Bergen County facility or for other appropriate reasons; and,
6. Union owns and operates a Juvenile Detention Center ("JDC"), which is a high quality facility providing necessary and appropriate services and amenities; and,
7. Union has the capacity to periodically house Bergen juveniles who cannot be detained at Bergen facilities; and,
8. Providing for the detention of Bergen juveniles in the Union JDC will result in a more economical operation of the Union JDC and will result in a significant cost savings to Bergen, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and,
9. The staff, support groups and volunteers currently working with Bergen juveniles will have access to the Union JDC to provide the same services as they are currently providing at the Bergen 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, Bergen and Union 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, Bergen and/or Bergen County Local Police Department will transport to the Union JDC and the JDC may accept from Bergen, when there is available bed space, juveniles for secure care at the Union JDC, located in Linden, New Jersey. These services shall be provided by Union in accordance with all applicable laws, rules and regulations concerning the maintenance and operation of the JDC.
2. It is expressly understood that the Union JDC reserves the reasonable discretion to decline a request by Bergen to admit one or more of its juveniles into the Union JDC. Some of the reasons that a particular juvenile may be denied admission into the facility include but are not limited to: when it is determined that the juvenile has a pre-existing medical, mental, psychiatric or psychological condition that would make him or her unfit to be housed within the facility; or when it is determined that the juvenile would otherwise pose a threat to safety and security of other juveniles being housed by the Union JDC or its staff. Such admission, however, shall not be unreasonably withheld.
3. No juvenile from Bergen shall be admitted to Union unless the same has been requested by a Juvenile Intake Officer of Bergen County, or unless directed by a Judge of the Bergen County Superior Court, Chancery Division, Family Part, or by some other duly appointed Judge who may be temporarily assigned thereto. All court paperwork will be posted in the juvenile's electronic file to which authorized Union County detention staff will have access. Admission intake services and routine social/ medical services will be included as mandated by State regulations.
4. The use of personal property and funds in the possession of Bergen detainees when admitted to the Union JDC will be administered and controlled in accordance with Union JDC procedures.

5. Educational services will also be provided and Union will count Bergen juveniles as part of the yearly (October 15, 2010) count for the purpose of securing educational aid from the State.
6. Any Bergen detainee housed at the Union 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
7. Bergen will retain a Case Worker whose sole function is to coordinate services for Bergen juveniles in Union. This coordination will be related to juvenile/ family issues such as visitation, specific court orders related to psychological/ psychiatric evaluations, and visits to programs as part of sentencing. The Case Worker will ensure that communication between the Bergen County Juvenile/ Family courts and the Union JDC is timely, accurate and effective. The Case Worker will also be responsible for coordinating transportation of Bergen juveniles to all scheduled and non-emergency activities outside of Union County.
8. Video Court proceedings will be available for Bergen juveniles detained in Union.
9. Union may, without the prior approval of a Bergen, move a Bergen detainee from the Union 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. Union agrees to notify Bergen as soon as possible of the location at which the Bergen detainee is being held.
10. In the event that any Bergen detainee shall escape from the Union JDC, Union shall use all reasonable means to recapture the detainee. The escape shall be reported to Bergen immediately.
11. Selected staff of the Union JDC will be authorized to access Bergen County client electronic files of detained Bergen juveniles. Union staff will be provided with adequate training on how to utilize the web based electronic file system.
12. The parties hereto agree to observe all federal, state and local laws, ordinances and regulations in meeting their obligations under the terms of this Shared Service Agreement.
13. The Board of Chosen Freeholders of the County of Bergen agrees to be bound by all rules and regulations promulgated regarding the Union

JDC with respect to all juveniles from Bergen who are accepted for secure care at the Union JDC.

B. FEES

1. Bergen shall pay to Union a per diem fee for each housed juvenile in the amount of \$225.00 per day. For calculation purposes, Union shall charge for the date booked, but not the date released.
2. Additional charges will be billed to and paid by Bergen for:
 - i. All psychotropic medications given to Bergen Juveniles.
 - ii. Any overtime incurred by Union detention officers for juvenile supervision during emergency treatment provided to Bergen juveniles outside the facility, (e.g. medical or psychiatric hospitalization). At the request of Trinitas Hospital, Union County Detention Center must post two (2) juvenile officers to supervise a juvenile during a hospital case. As a result, the overtime cost will be for two (2) officers.
 - iii. The cost of any emergency hospital related services provided to Bergen juveniles during detainment, if not covered by insurance.
3. Union will submit an invoice to Bergen each month documenting the juveniles detained at the Union JDC for the per diem fee. Bergen juvenile detainees will be listed individually, with their length of stay, and any additional charges for that monthly billing cycle on a Bergen County voucher. Bergen will place the voucher on its agenda for payment at its next bill pay meeting, and thereafter make payment to "Treasurer, Finance Director, Union County".

C. MEDICAL TREATMENT

1. Union shall cause to be provided to Bergen juveniles all ordinary medical treatment as part of the services provided pursuant to this contract, including all dental, psychiatric and psychological services.
2. Union shall also cause to be provided to Bergen juveniles necessary care from hospitals and/or emergency providers. To that end, Union will notify the Warden or designee of Bergen County of any medical problems encountered by Bergen detainees. When practicable, Bergen will be asked in advance to authorize release of Bergen detainees to the local hospital if Bergen deems it necessary. In emergency

situations however, Bergen juveniles may be taken to a hospital or other medical provider without prior authorization from Bergen.

3. Standard, ordinary, non-hospital, non-emergency care provided on-site by Union to Bergen juveniles will not be charged separately to Bergen. These costs shall be considered all-inclusive within the daily per-diem housing fee.
4. Medical services for emergency care, non-ordinary medical care, hospitalization or other required off-site care shall also be provided to Bergen juveniles in the same manner as such care is provided to Union juveniles. The parties acknowledge that Union does not maintain commercial insurance coverage for non-ordinary medical expenses, except for excess coverage with a self-insured retention of One Million Dollars (\$1,000,000.00). Union will submit bills for said services first to its, or any other, applicable insurances. Bergen will reimburse Union for any services not covered by their applicable insurances. Bergen will reimburse Union for its deductible expenses in connection with such care for Bergen juveniles.
5. Union will notify the Bergen Warden, or designee, 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 Bergen juvenile. Union will thereafter provide a written report of the incident to the designated Bergen representative.

D. PROVISION OF NECESSARY INFORMATION

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

E. SERVICES

1. Union will provide to all Bergen juveniles all services which it provides to Union juveniles detained in the Union JDC, including those set forth above.
2. In addition, Union agrees to permit Bergen personnel and/or volunteers, subject to reasonable regulations of the Union JDC, the opportunity to pursue such services that such personnel or volunteers may make available to the Bergen juveniles.

F. TRANSPORTATION

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

G. VISITATION

1. Visitation with Bergen juveniles will be **permitted** by the Union JDC in accordance with its rules and regulations **governing** visitation of juveniles in the Union JDC.

H. DURATION AND TERMINATION OF AGREEMENT

1. This Agreement will be effective commencing **November 1, 2010** and continue for a period of one (1) year, concluding **October 31, 2011**.
2. Either party may terminate this agreement for **any** reason by providing 180 days written notice to the other party as follows: As to Bergen: Office of the Bergen County Counsel, One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601. As to Union: Office of the Union County Counsel, Union County Administration Building, 5th Floor, Elizabethtown Plaza, Elizabeth, New Jersey 07207. However, Union shall maintain custody of the Bergen **juvenile** detainees until such time as appropriate alternative, secure **per diem** detention has been confirmed. The current contracted rate shall remain in effect until said juveniles are removed from the Union JDC.

I. LIMITATION OF DELEGATION

1. To the extent that this Agreement constitutes a **delegation** of authority by Bergen 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 Union 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 Bergen County juveniles placed in its custody pursuant to this agreement; and, the Union JDC will use normal operational standards for these juveniles as they are applied to Union County juveniles.
3. Neither Bergen nor Union 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 Union pursuant to this Agreement.

J. COMPLIANCE WITH LAWS AND REGULATIONS

1. Bergen County and Union 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.

K. INSURANCE

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

L. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, Union agrees to indemnify and hold harmless Bergen, 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 Union arising out of this Agreement or any of the obligations assumed by Union hereunder, provided it is determined by a Court having the appropriate jurisdiction that Union is solely responsible for such liability. In the event that it is determined by a Court that Union is not solely responsible for said liability, then Union's liability shall be limited to that degree of liability determined by said Court to be proportionate liability of Union. Union, upon notice from Bergen, shall resist and defend, at the expense of Union, such actions or proceeding. In addition, at its option, Bergen may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Union's obligations under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Bergen agrees to indemnify and hold harmless Union, 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 Bergen arising out of this Agreement or any of the obligations assumed by Bergen hereunder, provided it is determined by a Court having the appropriate jurisdiction that Bergen is solely responsible for such liability. In the event that it is determined by a Court that Bergen is not solely responsible for said liability, then Bergen's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Bergen. Bergen, upon notice from Union, shall resist and defend, at the expense of Bergen, such action or proceeding. In addition, at its option, Union may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Bergen'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 Bergen and Union 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.

3. 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 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.

O. NO PERSONAL LIABILITY

No covenant or 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 Union or Bergen, in his or her individual capacity; and, neither the officers, agents or employees of either Union or Bergen, 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 Bergen and Union will execute, acknowledge

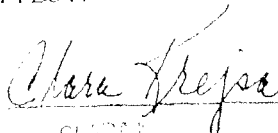
and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided, or to correct any inconsistent or ambiguous term hereof.

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.

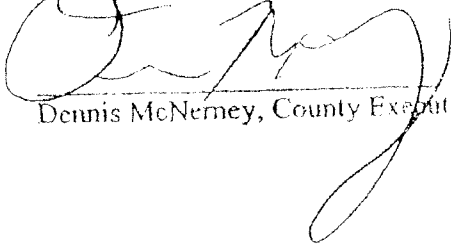
Q EFFECTIVE DATE.

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 Union and Bergen counties.

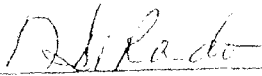
ATTEST:


CLARA KREJCA
Clerk
County of Bergen
November 11, 2011

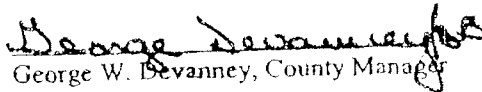
COUNTY OF BERGEN


Dennis McNemey, County Executive


ATTEST:


Nicole L. DiRado, Clerk

COUNTY OF UNION


George W. Devanney, County Manager

APPROVED AS TO FORM:


Robert E. Barry, Esq., County Counsel