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Attorney for Plaintiff

GLOUCESTER COUNTY LAW ENFORCEMENT LODGE #97, FOP;	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
COUNTY OF GLOUCESTER	:	GLOUCESTER COUNTY
CORRECTIONS SERGEANTS ASSOCIATION, FOP #199;	:	
	:	Civil Acton
	:	
GLOUCESTER COUNTY SUPERIOR OFFICERS ASSOCIATION, INC., FOP #165;	:	Docket No.
	:	
	:	COMPLAINT IN LIEU
	:	OF PREROGATIVE WRITS
Plaintiffs,	:	
	:	
v.	:	
	:	
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS;	:	
	:	
CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDER;	:	
	:	
Defendants.	:	

Plaintiffs, Gloucester County Law Enforcement Lodge #97, FOP; County of Gloucester Corrections Sergeants Association, FOP #199; and Gloucester County Superior Officers Association, Inc., FOP #165 by way of complaint against defendants, state as follows:

COUNT ONE

1. Plaintiff, Gloucester County Law Enforcement Lodge #97, FOP is the duly constituted representative of Corrections Law

MAR 14 2013

Enforcement Officers employed by the Defendant Gloucester County Board of Chosen Freeholders.

2. Plaintiff, County of Gloucester Corrections Sergeants Association, FOP #199 is the duly constituted representative of Corrections Law Enforcement Sergeants employed by the Defendant Gloucester County Board of Chosen Freeholders.

3. Plaintiff, Gloucester County Superior Officers Association, Inc., FOP #165 is the duly constituted representative of Corrections Law Enforcement Lieutenants employed by the Defendant Gloucester County Board of Chosen Freeholders.

4. The Plaintiffs herein are collectively referred to as the Law Enforcement Officers Organizations.

5. Defendant, Gloucester County Board of Chosen Freeholders (Gloucester Board) is the governing body of the County of Gloucester with a principal place of business located at One North Broad Street, Woodbury, New Jersey 08096 in the City of Woodbury, County of Gloucester, State of New Jersey.

6. Defendant, Cumberland County Board of Chosen Freeholders (Cumberland Board) is the governing body of the County of Cumberland with a principal place of business located at 709 East Commerce Street, Bridgeton, New Jersey 08302 in the City of Bridgeton, County of Cumberland, State of New Jersey.

7. On or about Saturday, March 9, 2013 representatives of the Gloucester Board informed representatives of the Law

Enforcement Officers Organizations that the Gloucester Board intended to close the Gloucester County jail and transfer the inmates to the Cumberland County Jail.

8. On or about Saturday, March 9, 2013, the Freeholder Director of the Gloucester Board informed members of the Gloucester Board for the first time of his intention to seek the closure of the Gloucester County jail.

9. On or about Saturday, March 9, 2013, the Freeholder Director of the Gloucester Board indicated that a contract approving a shared services agreement with Cumberland County would be voted upon on Wednesday, March 13, 2013.

10. On or about Saturday, March 9, 2013, it was announced that the Cumberland Board would be meeting on Wednesday, March 13, 2013 to approve a contract approving a shared services agreement with Gloucester County.

11. On or about Monday, March 11, 2013 it was announced that the Gloucester Board intended to transfer inmates to the Salem County Jail as well.

12. On or about Monday, March 11, 2013, it was announced that the Salem County Board of Chosen Freeholders (Salem Board) would be meeting on Wednesday, March 13, 2013 to consider and possibly approve a contract approving a shared services agreement with Gloucester County.

13. On or about Wednesday, March 13, 2013, the Gloucester Board adopted a resolution authorizing the execution of a Shared Services Agreement with Cumberland County and Salem County.

Exhibit C.

14. The resolution indicated that:

The County of Gloucester and the County of Cumberland and the County of Salem have agreed that the terms regarding the housing of adult male inmates under the terms of the Shared Services Agreement attached hereto as Exhibit A and B; Exhibits A and B.

15. The resolution indicated that:

"the Counties are authorized to enter into this agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1." Exhibit C.

16. Gloucester County is a civil service jurisdiction.

17. Cumberland County is a civil service jurisdiction.

18. Salem County is a civil service jurisdiction.

19. Under the Shared Services Act, N.J.S.A. 40A:65-1, et seq., if civil service jurisdictions are involved:

the agreement shall include an employment reconciliation plan in accordance with this section... N.J.S.A. 40A:65-11(a).

20. In particular the pertinent section, N.J.S.A. 40A:65-11 provides that a employment reconciliation shall be subject to the following provisions:

(1) a determination of those employees, if any, that shall be transferred to the providing local unit, retained by the recipient local unit, or terminated from employment for reasons of economy or

efficiency, subject to the provisions of any existing collective bargaining agreements within the local units.

(2) any employee terminated for reasons of economy or efficiency by the local unit providing the service under the shared service agreement shall be given a terminal leave payment of not less than a period of one month for each five-year period of past service as an employee with the local unit, or other enhanced benefits that may be provided or negotiated. For the purposes of this paragraph, "terminal leave payment" means a single, lump sum payment, paid at termination, calculated using the regular base salary at the time of termination. Unless otherwise negotiated or provided by the employer, a terminal leave benefit shall not include extended payment, or payment for retroactive salary increases, bonuses, overtime, longevity, sick leave, accrued vacation or other time benefit, or any other benefit.

(3) the Civil Service Commission shall place any employee that has permanent status pursuant to Title 11A, Civil Service, of the New Jersey Statutes that is terminated for reasons of economy or efficiency at any time by either local unit on a special reemployment list for any civil service employer within the county of the agreement or any political subdivision therein.

21. The agreements to be entered between Gloucester and Cumberland Counties or Gloucester and Salem County do not make any mention of employees, let alone contain an employment reconciliation agreement. Exhibit A and B.

22. The Cumberland Board voted to enter a shared services agreement with Gloucester County on March 13, 2013.

23. However, contrary to the representations made by the Gloucester Board, it was publicly announced by representatives of

the Cumberland Board that the contract between the Gloucester Board and the Cumberland Board was not complete.

24. It goes without saying that the agreement adopted by the Cumberland Board did not contain an employment reconciliation agreement.

25. The two Shared Services Agreements entered by the Gloucester Board and the one Shared Services Agreement entered by the Cumberland Board are void because same do not conform to statute.

WHEREFORE, the Plaintiffs demands judgment against Defendants seeking the following relief:

A. invalidating the resolutions of the Gloucester Board and the Cumberland Board;

B. enjoining Defendants from implementing the Shared Services agreements;

C. attorneys fees and costs; and,

D. all other relief the court deems equitable and just.

SECOND COUNT

26. Plaintiffs hereby repeats and incorporate the above count as if set forth at length herein.

27. The Shared Services Act requires:

an employment reconciliation plan shall be filed with the Civil Service Commission prior to the approval of the shared service agreement. N.J.S.A. 40A:65-11(a)(4).

28. The Gloucester Board did not seek approval of any employee reconciliation plan with the Civil Service Commission.

29. The Cumberland Board did not seek approval of any employee reconciliation plan with the Civil Service Commission.

30. The two Shared Services Agreements entered by the Gloucester Board and the one Shared Services Agreement entered by the Cumberland Board are void because the Gloucester Board and the Cumberland Board did not follow the statutory procedure.

WHEREFORE, the Plaintiffs demands judgment against Defendants seeking the following relief:

A. invalidating the resolutions of the Gloucester Board and the Cumberland Board;

B. enjoining Defendants from implementing the Shared Services agreements;

C. attorneys fees and costs; and,

D. all other relief the court deems equitable and just.

THIRD COUNT

31. Plaintiffs hereby repeat and incorporate the above counts as if set forth at length herein.

32. The Shared Services Act has additional provisions to be followed when dealing with law enforcement officers.

33. In particular, the Shared Services Act provides that:

the agreement shall recognize and preserve the seniority, tenure and pension rights of every

full-time law enforcement officer who is employed by each of the participating [counties]... N.J.S.A. 40a:65-8(a).

34. The Shared Services Agreement approved to be entered between Salem County and Gloucester County does not recognize and preserve the seniority, tenure and pension rights of the members of the Plaintiff organizations.

35. The Shared Services Agreement entered between Cumberland County and Gloucester County does not recognize and preserve the seniority, tenure and pension rights of the members of the Plaintiff organizations.

36. The two Shared Services Agreements entered by the Gloucester Board and the one Shared Services Agreement entered by the Cumberland Board are void because same do not conform to statute.

WHEREFORE, the Plaintiffs demands judgment against Defendants seeking the following relief:

A. invalidating the resolutions of the Gloucester Board and the Cumberland Board;

B. enjoining Defendants from implementing the Shared Services agreements;

C. attorneys fees and costs; and,

D. all other relief the court deems equitable and just.

FOURTH COUNT

37. Plaintiffs hereby repeat and incorporate the above counts as if set forth at length herein.

38. The Shared Services Act requires:

a copy of the agreement shall be open to public inspection at the offices of the [county] immediately after passage of a resolution to become a party to the agreement.
N.J.S.A. 40A:65-5(b).

39. It was publicly announced by representatives of the Cumberland Board that the contract between the Gloucester Board and the Cumberland Board was not complete.

40. Moreover, it was publicly announced by representatives of the Salem Board, that the Board was not engaged in discussions in the first place.

41. Overall, the resolutions adopted by the Gloucester Board and the Cumberland Board are void since same were adopted without a final agreement for the members of the respective freeholder boards to consider.

WHEREFORE, the Plaintiffs demands judgment against Defendants seeking the following relief:

A. invalidating the resolutions of the Gloucester Board and the Cumberland Board;

B. enjoining Defendants from implementing the Shared Services agreements;

C. attorneys fees and costs; and,

D. all other relief the court deems equitable and just.

FIFTH COUNT

42. Plaintiffs hereby repeat and incorporate the above count as if set forth at length herein.

43. In the past or currently, Cumberland County has received financial assistance under the County Correctional Policy Act, N.J.S.A. 30:8-16.3.

44. In the past or currently, Gloucester County has received financial assistance under the County Correctional Policy Act, N.J.S.A. 30:8-16.3.

45. The act requires the establishment of a 12 member county corrections board. N.J.S.A. 30:8-16.7.

46. The membership of the board, appointed by the governing body of the county, shall be representative of the areas of criminal justice, the judiciary, corrections, education, social services, ethnic minorities and the general public.

47. The board shall be responsible for the development of a comprehensive plan for developing, implementing, operating and improving county correctional services, which shall be submitted to the governing body of the county for its approval.

48. The board, at least annually, shall make a formal recommendation to the governing body of the county concerning the implementation and operation of the plan for the forthcoming year.

49. Gloucester County has not followed the procedures of the Act as set above.

50. Cumberland County has not followed the procedures of the Act as set above.

51. As a result of the failure to follow the procedures of the Act, the actions of the respective Boards is void.

WHEREFORE, the Plaintiffs demands judgment against Defendants seeking the following relief:

A. invalidating the resolutions of the Gloucester Board and the Cumberland Board;

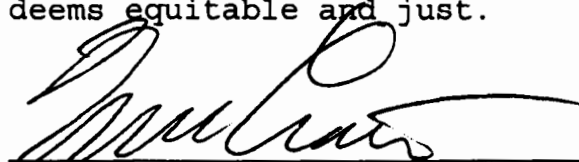
B. enjoining Defendants from implementing the Shared Services agreements;

C. attorneys fees and costs; and,

D. all other relief the court deems equitable and just.

Dated:

3/14/2013



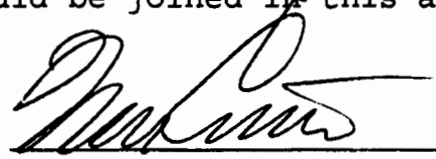
MARK CIMINO, ESQUIRE
Attorney for Plaintiffs

CERTIFICATION

The plaintiff hereby certifies that the matter in controversy is not the subject of any other action pending in any court and is likewise not the subject of any pending arbitration proceeding. The plaintiff further certifies that he has no knowledge of any contemplated action or arbitration proceeding which is contemplated

regarding the subject matter of this action and that he is not aware of any other parties who should be joined in this action.

Dated: 3/14/2013




MARK CIMINO, ESQUIRE
Attorney for Plaintiffs

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, Mark Cimino, Esq. is hereby designated as trial counsel for the plaintiff in the above matter.

Dated: 3/14/2013




MARK CIMINO, ESQUIRE
Attorney for Plaintiffs

RULE 1:38-7 CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: 3/14/2013



MARK CIMINO, ESQUIRE
Attorney for Plaintiff

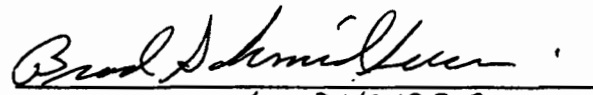
VERIFICATION

1. We are the Presidents of the respective Plaintiff Law Enforcement Organizations set forth in the foregoing complaint.
2. The allegations of the Complaint are true to the best of my knowledge, information, and belief.

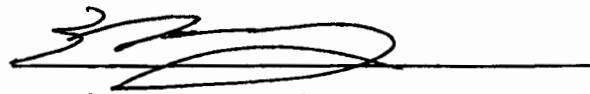
3. To the best of my knowledge and belief, this matter in controversy is not subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any such proceeding contemplated at this time.

4. Each of us hereby certifies that the foregoing statements made are true. We are each aware that if any of the foregoing statements made by me are willfully false, we would be subject to punishment.


Dated: 3/14/2013

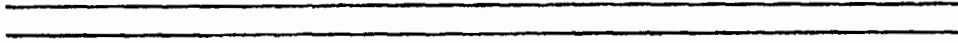

BRAD SCHMIDHEISER

Dated: 3/14/2013


Steve Bajewicz

Dated: 3/14/2013


Steve A. Newsom



SHARED SERVICES AGREEMENT

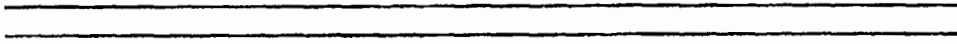
by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF ADULT MALE INMATE FACILITIES



Matthew P. Lyons,
Gloucester County Counsel

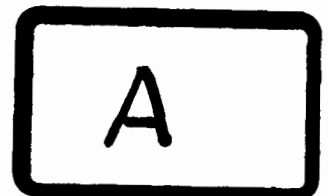


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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 13th day of March, 2013, by and between the County of Salem, a body politic and corporate of the State of New Jersey ("Salem County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Salem County is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem, New Jersey 08079; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult males detained in the Gloucester County Jail (hereinafter referred to as adult male inmates); and
4. The Salem County Jail has the capacity to house the adult male inmate populations that both Gloucester County and Salem County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult male inmates; and
5. Providing for the detention of Gloucester County's adult male inmates in the Salem County Jail will result in a more economical operation of the Salem County Jail and significant annual cost savings to Gloucester County; and
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Salem County Jail and Salem County shall accept from Gloucester County, Gloucester County's adult male inmates for housing at the Salem County Jail, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Salem County shall make available a minimum of 125 spaces to a maximum of 350 spaces at all times. The parties agree that Gloucester

County will send adult male inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any particular number of adult male inmates at any given time.

B. DURATION OF AGREEMENT.

This Agreement shall be effective from the date of the award and shall terminate March 12, 2023. Either party may terminate this agreement for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Salem County: 94 Market Street, Salem, New Jersey 08079. There shall be a right to extend the Agreement for up to two separate 10 year terms.

C. FEES.

Gloucester County shall pay to Salem County a per diem fee for each housed adult males in the amount of One Hundred (\$100.00) Dollars per day for a minimum contract amount of \$4,562,500.00 and a maximum contract amount of \$12,775,000.00. The parties agree that Gloucester County is not obligated to supply or pay for a minimum number of housed adult male inmates. Salem County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Salem County pursuant to this agreement. The Gloucester County adult male inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Salem County." This daily rate shall increase two percent (2%) per year on the anniversary of the date of commencement of this Contract.

D. MEDICAL TREATMENT.

Salem County shall cause to be provided to Gloucester County male adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Salem County shall also cause to be provided to Gloucester County adult male inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Salem County to Gloucester County adult male inmates shall be paid for by Salem County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Salem County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Salem County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Salem County shall cause the service to be rendered by hospitals and medical providers as determined by Gloucester County.

In the event that the treatment required is non-emergent in nature, Salem County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Salem County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult male inmate. Salem County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. REGIONAL ADMISSION AND PROCESSING.

Salem County will admit and process all Gloucester County male arrestees.

F. SERVICES.

Salem County will provide to all Gloucester County adult male inmates all services that may be required by Federal and State law, and which Salem County provides to its adult male inmates detained in the Salem County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all male arrestees to Salem County Jail. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult male inmates to and from Salem County Jail. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Salem County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult male inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult male inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time -and - one-half the salaries of the Salem County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult male inmates shall be permitted by the Salem County Jail in accordance with its rules and regulations governing visitation of adult male inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Salem County 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 providing of services by Salem County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Salem County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Salem County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Salem County's intentional or negligent acts or omissions in connection with this agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Salem 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.

At all times during the term of this Shared Services Agreement, Salem shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance with respect to the

services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Salem County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to 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. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Salem or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Salem or Gloucester nor any official executing this Shared Services Agreement shall 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 shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision 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 shall constitute but 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.** Salem and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term 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.
- Q. **EFFECTIVE DATE.** This Agreement shall be effective as of March 13, 2013, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

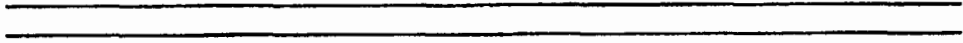
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF SALEM

EARL GAGE, CLERK OF THE BOARD

JULIE A. ACTON, DIRECTOR



SHARED SERVICES AGREEMENT

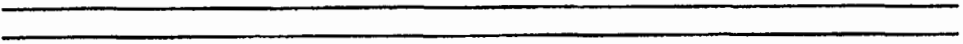
by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CUMBERLAND, NEW JERSEY

FOR THE PROVISION OF ADULT MALE INMATE FACILITIES



Matthew P. Lyons,
Gloucester County Counsel



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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of June, 2013, by and between the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Cumberland County is a body politic and corporate of the State of New Jersey with main offices located at 790 East Commerce Street, Bridgeton, New Jersey 08302; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult males detained in the Gloucester County Jail (hereinafter referred to as adult male inmates); and
4. The Cumberland County Jail has the capacity to house the adult male inmate populations that both Gloucester County and Cumberland County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult male inmates; and
5. Providing for the detention of Gloucester County's adult male inmates in the Cumberland County Jail will result in a more economical operation of the Cumberland County Jail and significant annual cost savings to Gloucester County; and
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Cumberland County Jail and Cumberland County shall accept from Gloucester County, Gloucester County's adult male inmates for housing at the Cumberland County Jail, in accordance with any and all applicable Federal and State statutes, rules and regulations

for the maintenance and operation of New Jersey county jails. Cumberland County shall make available a minimum of 100 spaces to a maximum of 350 spaces at all times. The parties agree that Gloucester County will send adult male inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any particular number of adult male inmates at any given time.

B. DURATION OF AGREEMENT.

This Agreement shall be effective from June 1, 2013 and shall terminate May 31, 2023. Either party may terminate this agreement for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Cumberland County: 790 East Commerce Street, Bridgeton, NJ 08302. There shall be a right to extend the Agreement for up to two separate 10 year terms.

C. FEES.

Gloucester County shall pay to Cumberland County a per diem fee for each housed adult males in the amount of One Hundred (\$100.00) Dollars per day for a minimum contract amount of \$3,650,000.00 and a maximum contract amount of \$12,775,000.00. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates but shall be responsible to pay an annual amount to Cumberland County of no less than \$3,650,000.00. Cumberland County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Cumberland County pursuant to this agreement. The Gloucester County adult male inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Cumberland County." This daily rate shall increase two percent (2%) per year on the anniversary of the date of commencement of this Contract.

D. MEDICAL TREATMENT.

Cumberland County shall cause to be provided to Gloucester County male adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Cumberland County shall also cause to be provided to Gloucester County adult male inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Cumberland County to Gloucester County adult male inmates shall be paid for by Cumberland County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Cumberland County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Cumberland County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Cumberland County shall cause the service to be rendered by hospitals and medical providers as determined by Gloucester County.

In the event that the treatment required is non-emergent in nature, Cumberland County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Cumberland County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult male inmate. Cumberland County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. REGIONAL ADMISSION AND PROCESSING.

Cumberland County will admit and process all Gloucester County male arrestees.

F. SERVICES.

Cumberland County will provide to all Gloucester County adult male inmates all services that may be required by Federal and State law, and which Cumberland County provides to its adult male inmates detained in the Cumberland County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all male arrestees to Cumberland County Jail. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult male inmates to and from Cumberland County Jail. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Cumberland County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult male inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult male inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time -and -one-half the salaries of the Cumberland County personnel who were required to remain on the scene after such four -

hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult male inmates shall be permitted by the Cumberland County Jail in accordance with its rules and regulations governing visitation of adult male inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Cumberland County 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 providing of services by Cumberland County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Cumberland County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Cumberland County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Cumberland County's intentional or negligent acts or omissions in connection with this agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Cumberland 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.

At all times during the term of this Shared Services Agreement, Cumberland shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the

State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Cumberland County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to 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. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Cumberland or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Cumberland or Gloucester nor any official executing this Shared Services Agreement shall 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 shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision 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 shall constitute but 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.** Cumberland and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term 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.

Q. EFFECTIVE DATE. This Agreement shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CUMBERLAND

KEN MECOUCH, ADMINISTRATOR/

WILLIAM WHELAN, DIRECTOR

A10

RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS WITH THE COUNTIES OF CUMBERLAND AND SALEM FOR THE HOUSING OF GLOUCESTER COUNTY ADULT MALE INMATES FROM JUNE 1, 2013 TO MAY 31, 2023 AT A RATE OF \$100.00 PER DAY

WHEREAS, Cumberland County operates the Cumberland County Correctional Facility, located at 54 West Broad Street, Bridgeton, NJ (the "CCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, Salem County operates the Salem County Correctional Facility, located at 125 Cemetery Road, Woodstown, NJ (the "SCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, the County of Cumberland has sufficient capacity in the CCCF to make available a minimum of 100 spaces to a maximum of 350 spaces for the housing of Gloucester County adult male inmates; and

WHEREAS, the County of Salem has sufficient capacity in the CCCF to make available a minimum of 125 spaces to a maximum of 350 spaces for the housing of Gloucester County adult male inmates; and

WHEREAS, the County of Gloucester and the County of Cumberland and the County of Gloucester and the County of Salem have agreed that the terms regarding the housing of adults male inmates under the terms of the Shared Services Agreements attached hereto as Exhibits A and B; and

WHEREAS, a Certificate of Availability of Funds is attached at this time; and

WHEREAS, the Counties are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the County of Cumberland for housing of Gloucester County adult male inmates in the County of Cumberland for the period commencing June 1, 2013 to May 31, 2023, at a rate of \$100.00 per day per inmate with a minimum of 100 for a minimum contract amount of \$3,650,000.00 and a maximum inmates of 350 contract amount of \$12,775,000.00; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the County of Salem for housing of Gloucester County adult male inmates in the County of Salem for the period commencing June 1, 2013 to May 31, 2023, at a rate of \$100.00 per day per inmate with a minimum of 125 for a minimum contract amount of \$4,562,500.00 and a maximum inmates of 350 for a maximum contract amount of \$12,775,000.00; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 13, 2013, at Woodbury, New Jersey

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C