

6/11/14

48468

AMENDMENT TO CONTRACT
by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
and
COUNTY OF CUMBERLAND, NEW JERSEY

THIS IS AN AMENDMENT to a Direct Service Contract originally entered into on the 1st day of June 2013, wherein the County of Gloucester (hereinafter "Gloucester") agreed to house prisoners and pre-trial detainees at the Cumberland County Jail and the County of Cumberland (hereinafter "Cumberland") agreed to accept such inmates at a cost of \$100.00 per day from June 1, 2013 to May 31, 2015.

WHEREAS, the parties agree to amend the Contract to provide that Gloucester will pay \$100.00 per inmate per day, subject to a minimum number of 100 inmates and \$83.00 per inmate for each inmate in an excess of 100, effective May 29, 2014; and

WHEREAS, effective July 1, 2014, against amounts paid hereunder, the County of Gloucester shall be entitled to credit in the amount of Twenty-five (25%) percent of the cost of inmate court totaling \$62,352.00; and

WHEREAS, it is necessary to amend the aforesaid agreement to modify the compensation with respect to inmates housed at the Cumberland County Jail from Gloucester, and to provide additional provisions with respect to the Prison Rape Elimination Act, in accordance with Title 28 of the Code of Federal Regulations, Part 115.112, etc. and to also incorporate provisions regarding evacuation procedures.

NOW, THEREFORE, in consideration of the mutual promises, and covenants set forth hereafter, it is agreed by and between the County of Gloucester and the County of Cumberland

that the June 1, 2013 contract regarding housing of inmates by Gloucester County at the Cumberland County Jail be and is hereby amended as follows:

D. FEES.

The parties agree that fees paid for housing Gloucester County male inmates in the Cumberland County Jail shall be \$100.00 per day for each inmate up to 100 inmates and the sum of \$83.00 per day per inmate for each inmate in excess of 100 from the date of this agreement until the end of the contract term. The minimum contract amount on an annual basis shall be \$3,650,000.00 and the maximum amount of the contract shall be \$6,650,000.00.

Effective July 1, 2014, against amounts paid hereunder, the County of Gloucester shall be entitled to a credit in the amount of Twenty-five (25%) percent of the cost for inmate court totaling \$62,352.00.

S. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

(1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.

(2) The County of Cumberland shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:

(a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

(i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

- (1) The physical layout of each lockup;
- (2) The composition of the detainee population;
- (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
- (4) Any other relevant factors.

(ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:

- (1) The staffing plan established pursuant to paragraph (i) of this section;
- (2) Prevailing staffing patterns.
- (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
- (4) The resources the lockup has available to commit to ensure adequate staffing levels.


(iv) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

T. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Cumberland County Correctional Facility, Cumberland County shall be responsible for evacuating the Gloucester County inmates as well as the Cumberland County inmates.

In all other respects, the provisions of the June 1, 2013 agreement between the County of Gloucester and the County of Cumberland shall remain in effect and unaltered by the provisions hereof.


ATTEST:


Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER


Robert M. Danminger, Director

ATTEST:


Ken Mecouch Administrator/Clerk

COUNTY OF CUMBERLAND


Joseph Derella, Director



**Cumberland County
Board of Chosen Freeholders**

790 East Commerce Street
Bridgeton, NJ 08302



ADOPTED

RESOLUTION 2014-249

Meeting: May 27, 2014 6:00 PM

**RESOLUTION AMENDING DIRECT INMATE HOUSING AGREEMENT
BETWEEN THE COUNTY OF CUMBERLAND AND THE COUNTY OF
GLOUCESTER WITH RESPECT TO THE HOUSING OF GLOUCESTER
COUNTY INMATES AT THE CUMBERLAND COUNTY JAIL**

WHEREAS, a Direct Inmate Housing Agreement between the County of Cumberland and the County Of Gloucester was adopted by Resolution 2013-255 at a Freeholder meeting held on April 23, 2013; and

WHEREAS, it is necessary to amend said agreement to continue to keep a minimum guarantee of 100 inmates per day but to only bill at \$83.00 per day for any number over 100 inmates instead of \$100.00 per day through May 31, 2015; and

WHEREAS, it is necessary to amend the agreement to provide for additional provisions regarding the prevention of The Prison Rape Elimination Act as well as to set forth an evacuation plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CUMBERLAND, as follows:

That for the reason set forth in the preamble hereto, this Board hereby approves an amendment to the original Direct Inmate Housing Agreement.

Passed and adopted at a regular meeting of the Board of Chosen Freeholders held at the Cumberland County Court House, Broad and Fayette Streets, Bridgeton, New Jersey on Tuesday, May 27, 2014 at 6:00 p.m. prevailing time.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Carol Musso, Freeholder
SECONDER:	Douglas M. Long, Deputy Director
AYES:	Barber, Musso, Surace, Long, Derella
NAYS:	James R. Sauro, Thomas Sheppard