

**CONTRACT BY AND BETWEEN
METROPOLITAN NASHVILLE & DAVIDSON COUNTY JUVENILE COURT
AND THE WILLIAMSON COUNTY JUVENILE COURT**

This CONTRACT (hereinafter referred to as "Contract") is made and entered into on the day and date last written below by and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the Williamson County Mayor on behalf of the WILLIAMSON COUNTY JUVENILE COURT (hereinafter referred jointly as "JUVENILE COURT"), and METROPOLITAN NASHVILLE & DAVIDSON COUNTY JUVENILE COURT, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through its Juvenile Court (hereinafter referred to as "METRO ") concerning housing METRO juveniles in the Williamson County Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee (hereinafter referred to as "Juvenile Detention Center").

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of juveniles in adult jails on and after January 1, 1985;

WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility;

WHEREAS, the Metropolitan Code of Laws Section 2.56.010 provides that the judge of the juvenile court for Davidson County is authorized to contract for the detention of juveniles upon written requests and executed letter contracts from proper officials from such other counties.

NOW, THEREFORE, JUVENILE COURT and METRO do hereby agree as follows, to-wit:

1. The JUVENILE COURT agrees to take custody, house, and provide detention care services to juveniles under the jurisdiction of METRO in its Juvenile Detention Center for any juvenile ordered into its custody by METRO's Juvenile Court, provided in the opinion of the JUVENILE COURT there is sufficient space available in the Juvenile Detention Center. Detention care services shall consist of detaining the juvenile in the Juvenile Detention Center and providing the juvenile with food, shelter, necessary care, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the Juvenile Detention Center, unless the safety and/or security of the Juvenile Detention Center or the juvenile requires otherwise. Williamson County juvenile offenders shall at all times have priority for space in the Juvenile Detention Center. In the event space that is provided to a juvenile sent to the Juvenile Detention Center by METRO becomes needed for a Williamson County juvenile offender, JUVENILE COURT is to notify METRO of such need, and METRO is to remove the juvenile from the Juvenile Detention Center within twelve (12) hours of the notification.

2. METRO shall, at its own expense, transport the juvenile to and from the Juvenile Detention Center. METRO agrees that it will reimburse the JUVENILE COURT for any medical expenses incurred on behalf of the juvenile during his/her detention at the Juvenile Detention Center. In the event prolonged medical care is anticipated, the JUVENILE COURT will notify METRO of such conditions and METRO shall assume responsibility for and make arrangements for such care. Should METRO request in writing and only if JUVENILE COURT agrees in writing, JUVENILE COURT shall exercise reasonable efforts to notify METRO of the expense prior to requesting non-emergency medical or dental services for METRO's juvenile. The notice provision only applies to non-emergency medical and dental services for METRO's juveniles. In addition to all other fees specified herein, METRO will be charged and shall pay to the JUVENILE COURT: a Fifty-Five and 00/100 Dollar (\$55.00) fee for each history and physical conducted on a METRO juvenile by a registered nurse; a Fifty and 00/100 Dollars (\$50.00) fee for each medical call that is made by the JUVENILE COURT for a METRO juvenile in which contracted medical staff is called to treat or assess a METRO juvenile; and a Twenty and 00/100 dollar (\$20.00) fee for each daily check conducted on a METRO juvenile by contracted medical staff. In the event that the juvenile receives medical or mental health care from a provider other than the Juvenile Detention Center's contracted medical staff, any and all fees and expenses associated with such care will be responsibility of METRO.
3. METRO shall pay the JUVENILE COURT at the rate of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per day for each METRO juvenile detained in the Juvenile Detention Center at the request of METRO. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, METRO shall be responsible for compensating the Juvenile Detention Center for any and all destructive actions of the juvenile that may damage property while the juvenile is detained in the Juvenile Detention Center. Should METRO fail to pay any sums set forth in this Contract within thirty (30) days after receiving an invoice, then JUVENILE COURT may terminate this Contract immediately. JUVENILE COURT shall provide the notice to METRO no later than forty-five (45) days prior to any annual automatic renewal date of this Contract. Should either party decide not to renew this Contract for the new rate, then the terminating party shall provide thirty (30) days' notice to the other party of its intent to terminate this Contract.
4. Each party shall be responsible for its own actions conducted under this Contract. Neither party's liability shall exceed any cap or limitation on damages or liability that exists pursuant to state or federal law. Should METRO carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, Williamson County and JUVENILE COURT'S liability to any party described herein shall be up to the amount of existing coverage afforded to METRO under the liability insurance policies for the events giving rise to a claim against Williamson County pursuant to this Contract.
5. The term of this Contract is for a period of one (1) year and shall terminate on May 21, 2023. This Contract shall automatically renew for additional one (1) year terms subject to the termination clauses provided herein and conditioned on the Williamson County Board of Commissioners funding the operations of the Juvenile Detention Center for subsequent fiscal years. In no event, shall the term of this contract exceed 60 months. In the event that funds are not appropriated for the operation of the Juvenile Detention Center, this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated. Either party may terminate this Contract at any time by providing the other party with thirty (30) days' written notice.
6. This Contract expresses the entire agreement between the parties and the same shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.
7. JUVENILE COURT will not detain any juvenile for METRO after he/she has been transferred to another facility pursuant to Tenn. Code Ann. 37-1-134.

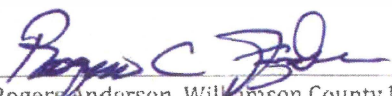
8. All written notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.
9. In the event that any term of this Contract is found to be in contradiction of the Constitution of this State or of the United States, or any federal or state law, such term is to be severable from the remainder of this Contract and the remaining terms are to be fully enforceable.
10. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
11. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract including obtaining all regulatory and governmental approvals required by this Contract recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Contract.
12. There are no third-party beneficiaries to this Contract. No person or entity other than a party to this Contract shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Contract.
13. If Juvenile Detention Center or any part of the Juvenile Detention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Contract by JUVENILE COURT impossible, then this Contract shall terminate upon provision of notice to METRO and METRO will take immediate possession of its juvenile.
14. In the event that any term of this Contract becomes subject to litigation Tennessee law will control.
15. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this ____ day of September, 2022.

WILLIAMSON COUNTY, TENNESSEE:

By: 

Re Judge of the Williamson County Juvenile Court
408 Century Court
Franklin, TN 37064

By: 

Rogers Anderson, Williamson County Mayor

**METROPOLITAN NASHVILLE &
DAVIDSON COUNTY JUVENILE COURT:**

By: 

Judge of the Metropolitan Nashville &
Davidson County Juvenile Court
100 Woodland Street, P.O. Box 196306
Nashville, TN 37219-6306

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly flannery
Kelly Flannery, Director
Department of Finance *tje* Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb
Director of Insurance
Metropolitan Government Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey
Assistant Metropolitan Attorney November 29, 2022
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk Date

[https://blurgerlaw.sharepoint.com/Client Files/Hospital & County/Williamson County/Agreements/Juvenile Court/Metro Nashville & Davidson Co Juvenile Court/2022/2022 06.23Contract Metro and W Co PLP & b.22 Docx](https://blurgerlaw.sharepoint.com/Client%20Files/Hospital%20&%20County/Williamson%20County/Agreements/Juvenile%20Court/Metro%20Nashville%20&%20Davidson%20Co/Juvenile%20Court/2022/2022%2006.23Contract%20Metro%20and%20W%20Co%20PLP%20&%20b.22%20Docx)