# CONTRACT
# BY AND BETWEEN
# RUTHERFORD COUNTY JUVENILE DETENTION CENTER
# AND

Fayette County

This CONTRACT made and entered into on the day and date last written by and between Rutherford County Juvenile Detention Center, hereinafter called CENTER, and Fayette County, hereinafter called COUNTY.

## WITNESSETH

### I

The Center shall provide detention care services for any juvenile ordered into its custody by the Juvenile Court of the COUNTY, provided there is sufficient space available. Detention care services shall consist of detaining the juvenile in the CENTER and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the CENTER, unless the safety and/or security of the CENTER requires otherwise.

### II

The COUNTY shall, at its own expense, transport the juvenile to and from the CENTER. The COUNTY agrees that it will reimburse the CENTER for any medical expenses, beyond those for normal detention care services and enumerated in Article I of this CONTRACT, incurred on behalf of said juvenile during his/her detention at the CENTER. In the event prolonged medical care is anticipated, the CENTER will notify the COUNTY of such conditions and the COUNTY shall assume responsibility for and make arrangements for such care.

### III

The COUNTY shall pay the CENTER at the rate of $175.00 (One Hundred and Seventy Five Dollars) per day for each juvenile detained. A day shall be considered twenty-four (24) hours or any portion thereof beginning when the juvenile enters the premises of the CENTER.

### IV

The COUNTY shall pay the CENTER all sums set out in Article II and III of this contract within thirty (30) days after receiving a bill for same from the CENTER; otherwise this CONTRACT shall become null and void at the option of the CENTER.

### V

The COUNTY shall indemnify and hold the CENTER and Rutherford County and all of their officers, agents, employees, and servants harmless from any liability they might incur as a result of any actions, causes of action, or other matters asserted against them as result of performing under this CONTRACT. This Hold Harmless includes, but is not limited to, defending the CENTER and Rutherford County and all their officers, agents, employees, and servants in any actions brought as a result of performing under this CONTRACT and indemnifying them for any damages and expenses incurred as a result thereof.

VI

The COUNTY shall, upon notification by the CENTER, remove any juvenile placed by the COUNTY in the CENTER, if said juvenile becomes unruly or poses a threat to any employees or other juveniles at the CENTER.

VII

This CONTRACT shall take effect the day and date last written. This CONTRACT expresses the entire agreement between the parties and shall remain in effect until terminated at the request of either or both parties.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on this 29th day of July, 2016.

Rutherford County
Juvenile Detention Center

By: _____
County Executive/County Mayor

Attest:

_____
County Clerk

Fayette County

By: _____
County Executive/County Mayor
Rhea Taylor

Attest:
_____
County Clerk

COUNTY CLERK SEAL FAYETTE COUNTY TENN.

**AMENDMENT TO CONTRACT BY AND BETWEEN**
**RUTHERFORD COUNTY JUVENILE DETENTION CENTER**
**AND**
Fayette County, TN

WHEREAS, the Rutherford County Juvenile Detention Center ("Center") and Fayette ("County") entered a Contract by and between them dated the 29th day of July, 2016, (the "Contract"); and

WHEREAS, the Contract provides for the Center to provide detention care services for juveniles of the County based upon specified conditions and terms; and

WHEREAS, recently enacted regulations require the inclusion of certain language in contracts for the confinement of residents in any new contract or contract renewal; and

WHEREAS, the parties intent is to make sure the Contract complies with all applicable rules and regulations, but to otherwise not change or alter the Contract between them in any manner.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Contract shall be and hereby is amended to add a new paragraph VIII as follows:

VIII.

> The Center shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 *et seq.*) ("PREA") and with all applicable PREA standards and DCS policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in facilities owned, operated, or sub-contracted by the Center. Center acknowledges that, in addition to self-monitoring requirements, DCS will conduct announced and unannounced on-site compliance monitoring. Failure to comply with PREA, PREA standards, or relevant DCS policies may result in termination of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect and unchanged.

WITNESS OUR hands as of the 29th day of July, 2016.

RUTHERFORD COUNTY JUVENILE
DETENTION CENTER

By:_____

Title:_____

FAYETTE COUNTY

By: [signature] (RHEA TAYLOR)

Title: County Mayor