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- Arthur Gaskins  
Chairman
- George Roberts  
Vice-Chairman
- Ross Chandler  
Commissioner
- Eddie Lewis  
Commissioner
- Joe Riddick  
Commissioner

## Board of County Commissioners

P. O. DRAWER B  
STARKE, FLORIDA 32091

June 17, 1996

Certified Mail Receipt # Z 712 378 400

Sheriff Ray Geiger  
Nassau County  
50 Bobby Moore Circle  
Yulee, Florida 32097

Dear Sheriff Geiger:

Enclosed please find two (2) sets of the contract for the housing of Nassau County inmates in the Bradford County Jail. After approval and execution by your Board of County Commissioners, please return one set to my attention.

If you have any questions, please contact the Clerk's Office at 904/964-6280.

Sincerely,

*Diana Robinson*

Diana Robinson  
Deputy Clerk

dlr



**INTERLOCAL AGREEMENT BETWEEN  
BRADFORD COUNTY AND NASSAU COUNTY**

THIS AGREEMENT made and entered into this 31st day of May, A.D., 1996, by and between Bradford County, a charter County and political subdivision of the State of Florida, by and through its Board of County Commissioners, and NASSAU County, a political subdivision of the State of Florida, by and through its Sheriff.

WITNESSETH:

WHEREAS, NASSAU County is desirous of securing a contingency plan for the housing of inmates due to the need of expanding the NASSAU County Jail; and,

WHEREAS, Bradford County is willing and able to accept and provide for the secure custody, care, and safekeeping of NASSAU County inmates in accordance with all state and local laws, standards, policies, procedures, and/or court orders applicable to the operations of a County correctional facility;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this agreement is to establish a formal relationship between Bradford County and NASSAU County for housing at the Bradford County Jail of inmates charged with or convicted in NASSAU County of violations of Florida Statutes and/or local ordinances.

Section 2. Term. This agreement shall begin May 31, 1996, and shall continue through and include September 30, 1996, unless earlier terminated by either party as provided for in Section 6 of this agreement. This agreement may be renewed for the subsequent terms by mutual written agreement of the parties.

Section 3. Scope of Services.

a. The Bradford County Jail agrees to accept inmates from the NASSAU County Jail provided space is available in the Bradford County Jail and this action does not cause any violation of the Bradford County Jail's capacity level, as required by the Florida Department of Corrections.

b. NASSAU County agrees to provide all transportation for any and all inmates covered by this agreement to and from the Bradford County Jail as may be required.

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BRADFORD COUNTY AND NASSAU COUNTY**

c. Bradford County agrees to accept as inmates those persons charged with or convicted of violations of state statutes or local ordinances upon presentation by a NASSAU County Deputy Sheriff or Corrections Officer.

d. Bradford County agrees to release inmates covered by this agreement only to the custody of a NASSAU County Deputy Sheriff or Corrections Officer.

e. Bradford County shall provide those NASSAU County inmates housed at the Bradford County Jail with the same level of medical care and services provided Bradford County inmates, including the transportation and security for inmates requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided to a NASSAU County inmate will be paid directly to the health care provider by NASSAU County in accordance with Section 951.032, Florida Statutes.

f. Bradford County shall notify the NASSAU County Sheriff's Department as soon as possible of all emergency medical cases requiring removal of an inmate from the Bradford County Jail.

g. Bradford County agrees to contact NASSAU County Sheriff's Department for all non-emergency health care services for handling by NASSAU County.

h. In the event an inmate becomes a disciplinary problem, then Bradford County may advise NASSAU County and the inmate shall be picked up by NASSAU County within twenty-four (24) hours after notification.

Section 4. Compensation. In consideration of the services to be performed by Bradford County, NASSAU County agrees to compensate Bradford County as follows:

a. Bradford County shall be paid at the fixed rate of \$35.00 (thirty-five dollars and no cents) per day/per inmate for providing care and custody of NASSAU County inmates at the Bradford County Jail.

b. Within thirty (30) days of the end of each month following the commencement of this agreement, NASSAU County will remit \$35.00 per day/per inmate housed in the Bradford County Jail for the preceding month to:

Ray Norman  
Clerk of the Court  
P.O. Drawer B  
Starke, Florida 32091

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Attn: Finance and Accounting

d. The rate set forth is based on Bradford County's actual per day/per inmate cost. The parties acknowledge and understand that Bradford County will perform quarterly reviews of the cost figure. Upon such review, the Administrator of the Bradford County Jail, will notify the Bradford County Clerk who will, on behalf of Bradford County, notify NASSAU County in writing thirty (30) days in advance of any adjustment to the inmate cost to be charged to NASSAU County.

Within thirty (30) days of receipt of the notice of the new inmate cost, NASSAU County, through its designated representative, will notify Bradford County in writing to signify its consent to the new inmate cost or to signify notice of its intent to terminate the agreement, with such termination to occur no earlier than fifteen (15) days from the date of the notice of termination. Any inmate costs incurred during this fifteen-day period shall be at the previously approved rate.

Section 5. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, delivered by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The names and addresses of Bradford County's and NASSAU County's representatives are:

Bradford      Don Denton, Administrator  
Bradford County Jail  
945-A North Temple Avenue  
Starke, Florida 32091

Phone: 904 966 6290

Nassau      Ray Geiger, Sheriff  
50 Bobby Moore Circle  
Yulee, FL 32097  
\_\_\_\_\_  
\_\_\_\_\_

A copy of all notices to Bradford County shall also be sent to:

Ray Norman  
Clerk of the Court  
P.O. Drawer B

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Starke, Florida 32091

Section 6. Default and Termination. The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default. The faulting party shall be given seven (7) days to cure the default. The Bradford County Board of County Commissioners shall provide written notice of termination and if the default situation is not corrected within the allotted time, the Bradford County Board of County Commissioners shall provide final notice of termination. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. Either party may terminate this agreement, without cause by providing the other party with thirty (30) days' prior written notice. In the event of such termination, Bradford County shall be compensated for services satisfactorily performed prior to the termination date.

Section 7. Non-Assignment. Neither party may assign this agreement without the prior consent of the other party.

Section 8. Modification. This agreement may be modified by mutual written agreement of the parties. The parties agree to modify this agreement if revisions of any applicable laws or regulations make changes in this agreement necessary.

Section 9. Indemnification. Bradford County agrees to indemnify and save harmless NASSAU County from any negligent acts or omissions of Bradford County, its employees, or agents in connection with the services to be performed under this agreement by Bradford County, including any failure by Bradford County to maintain and operate its jail in conformance with the requirements of the state laws and regulations relating to County Detention facilities. Nothing herein is intended as a waiver of sovereign immunity or an extension of liability beyond the limits set forth under section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this agreement.

NASSAU County agrees to indemnify and save harmless Bradford County from any negligent acts or omissions of NASSAU County, its employees, or agents in connection with this agreement and NASSAU County agrees to indemnify and save harmless Bradford County for any damages direct, indirect, and/or consequential done (negligently or intentionally) to the Bradford County Jail by any inmate delivered by NASSAU County for housing at the Bradford County Jail pursuant to this agreement. Nothing herein is intended as a waiver of sovereign immunity or an extension of liability beyond the limits set forth under section 768.28, Florida Statutes. Nothing herein shall be

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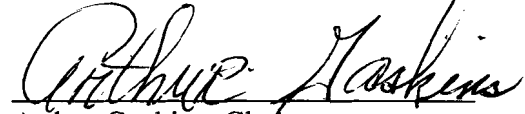
construed as consent by either party to be sued by third parties in any matter rising out of this agreement.

Section 10. Recording of the Agreement. Upon execution of this agreement by the parties, Bradford County shall record a copy of this agreement in the public records of Bradford County and in the public records of NASSAU County.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

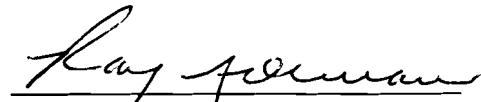
BRADFORD COUNTY, FLORIDA

By:



Arthur Gaskins, Chairman  
Board of County Commissioners

ATTEST:


  
Ray Norman, Clerk  
(Seal)

APPROVED AS TO FORM

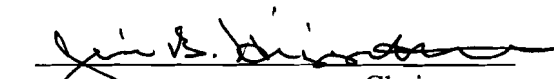
  
Bradford County Attorney

NASSAU COUNTY, FLORIDA

ATTEST:

  
, Clerk  
(Seal)

By:

  
Jim B. Higginbotham, Chairman  
Board of County Commissioners

Approved as to form by the  
Nassau County Attorney:

  
Michael S. Mullin