

**INTERLOCAL AGREEMENT BETWEEN  
SUWANNEE COUNTY AND NASSAU COUNTY**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between Suwannee County, a 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, Suwannee 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 Suwannee County and Nassau county for housing at the Suwannee 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 October 1, 1997, and shall continue through and include September 30, 1998, 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 Suwannee County Jail agrees to accept inmates from the Nassau County Jail provided space is available in the Suwannee County Jail and this action does not cause any violation of the Suwannee 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 Suwannee County Jail as may be required.

c. Suwannee County agrees to accept as inmates those persons

*4/13/97  
2 copies sent to  
Suwannee County Jail  
5/1/97*

charged with or convicted of violations of state statutes or local ordinances upon presentation by a Nassau County Deputy Sheriff or Corrections Officer.

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

e. Suwannee County shall provide those Nassau County inmates housed at the Suwannee County Jail with the same level of medical care and services provided Suwannee 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. Suwannee 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 Suwannee County Jail.

g. Suwannee 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 Suwannee 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 Suwannee County, Nassau County agrees to compensate Suwannee County as follows:

a. Effective October 1, 1997 the fixed rate per day/per inmate shall be as follows: Suwannee County shall be paid at the fixed rate of thirty five dollars and no cents (\$35.00) per day/per inmate for providing care and custody of Nassau County inmates at the Suwannee 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 Suwannee County Jail for preceding month to:

Alton K. Williams, Jr., Sheriff  
Suwannee County Sheriff's Office  
200 S. Ohio/MLK Avenue  
Suwannee County Courthouse  
Live Oak, FL 32060

c. The rate set forth in based on Suwannee County's actual

per day/per inmate cost. The parties acknowledge and understand that Suwannee County will perform quarterly reviews of the cost figure. Upon such review, the Administrator of the Suwannee County Jail, will notify the Suwannee County Clerk who will, on behalf of Suwannee 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 Suwannee 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 Suwannee County's and Nassau County's representatives are:

SUWANNEE            Alton K. Williams, Jr., Sheriff  
                      Suwannee County Sheriff's Office  
                      200 S. Ohio/MLK Avenue  
                      Suwannee County Courthouse  
                      Live Oak, FL 32060  
                      Phone: (904) 362-2222

NASSAU             Ray Geiger, Sheriff  
                      50 Bobby Moore Circle  
                      Yulee, Florida 32097

A copy of all notices to Suwannee County shall be sent to:

Alton K. Williams, Jr., Sheriff  
Suwannee County Sheriff's Office  
200 S. Ohio/MLK Avenue  
Suwannee County Courthouse  
Live Oak, FL 32060

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 defaulting party shall be given seven

(7) days to cure the default. The Suwannee County Board of County Commissioners shall provide written notice of termination and if the default situation is not corrected within the allotted time, the Suwannee 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, Suwannee 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. Suwannee County agrees to indemnify and save harmless Nassau County from any negligent acts or omissions of Suwannee County, its employees, or agents in connection with the services to be performed under this agreement by Suwannee county, including any failure by Suwannee 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 Suwannee 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 Suwannee County for any damages direct, indirect, and/or consequential done (negligently or intentionally) to the Suwannee County Jail by any inmate delivered by Nassau County for housing at the Suwannee 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 construed as consent by either party to be sued by third parties in any matter arising out of this agreement.

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

SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
EDDY HILLHOUSE, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
W. RANDY HENDERSON  
CLERK

\_\_\_\_\_  
SUWANNEE COUNTY ATTORNEY


(Seal)

NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JOHN A. CRAWFORD, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
S. M. "CHIP" OXLEY, JR.  
EX-OFFICIO CLERK

  
\_\_\_\_\_  
MICHAEL S. MULLIN  
NASSAU COUNTY ATTORNEY

(Seal)



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

November 12, 1997

Alton K. Williams, Jr., Sheriff  
Suwannee County Sheriff's Office  
200 South Ohio/MLK Avenue  
Suwannee County Courthouse  
Live Oak, FL 32060

Dear Sheriff Williams:

Enclosed are two original interlocal agreements between Suwannee County and Nassau County for the housing of Nassau County inmates as approved by the Nassau County Board of County Commissioners on November 10, 1997. Please obtain the appropriate signatures and return one original to my office.

If we may be of any assistance or furnish any information, please let us know.

Sincerely,

J. M. Oxley, Jr.  
Ex-Officio Clerk

jmg

Enclosures

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*