

AGREEMENT TO HOUSE INMATES

THIS CONTRACT, made and entered into by and between Alton K. ("Al") Williams, Jr. as Sheriff of Suwannee County, Florida, a constitutional officer of the State of Florida, hereinafter, ("Suwannee County Sheriff"), and the Board of County Commissioners of Suwannee County, Florida, hereinafter ("Suwannee County"), a political subdivision of the State of Florida, W. R. "Ray" Geiger, as Sheriff of Nassau County, Florida, a constitutional officer of the State of Florida, hereinafter, ("Nassau County Sheriff"), and the Board Of County Commissioner's of Nassau County Florida.

WHEREAS Suwannee County has, from time to time, bed space available at the Suwannee County Detention Center ("Facility"); and

WHEREAS, the Nassau County Sheriff is in need of such space for housing detained inmates by the proper authorities of Nassau County, hereinafter ("Non-County Inmates");

NOW THEREFORE, Suwannee County Sheriff Alton K. ("Al") Williams, Jr., along with the Board of County Commissioners of Suwannee County, and Nassau County Sheriff W. R. "Ray" Geiger, along with the Board of County Commissioners of Nassau County, Florida agree as follows:

Section 1. Purpose. Suwannee County will incarcerate and detain at the Facility, on a space available basis, those Non-County Inmates which the Nassau County Sheriff may deliver to Suwannee County from time to time for incarceration. Upon request of Suwannee County, the Nassau County Sheriff will remove any one or all Inmates within twenty-four (24) hours of such request. The Nassau County Sheriff shall not send state or federal prisoners to the Facility.

Section 2. Compensation. The Nassau County Sheriff will pay to Suwannee County the sum of **\$32.50**, per inmate, for each day or part thereof, in which ninety (90) or more Non-County Inmates are confined by Suwannee County. The Nassau County Sheriff will pay to Suwannee County the sum of **\$35.00**, per inmate, for each day or part thereof, in which one (1) to eighty-nine (89) Non-County Inmates are confined by Suwannee County. This rate shall increase only upon written agreement signed by both parties.

Section 3. Billings. Suwannee County will bill the Nassau County Sheriff monthly for compensation as set forth in Section 2. Compensation and other costs as set out herein, together with such documentation as the Nassau County Sheriff may require. The Nassau County Sheriff will forward payment to Suwannee County within thirty (30) days of billing.

Section 4. Transportation. The Nassau County Sheriff is responsible for all transportation for Non-County Inmates, except, however, that Suwannee County will provide transportation in a medical emergency and bill the Nassau County Sheriff pursuant to Section 3. Billings.

Section 5. Medical Care. Suwannee County will provide Non-County Inmates access to routine medical care currently provided at the Facility. Suwannee County agrees to provide routine non-prescription medication such as aspirin, antacids, decongestants, band-aides, or topical ointments at no expense to the Nassau County Sheriff. The Nassau County sheriff will reimburse Suwannee County for all prescription medication provided to the Non-County inmates pursuant to Section-3 Billings. All medical care provided at the facility will be paid for by Non-County inmates, which will be billed to their respective inmate accounts. These Non-County Inmates that meet the requirements to be indigent, will be allowed to carry a negative balance on their account. The negative balance will transfer with the Non-County Inmate to Nassau County. The Nassau County Sheriff agrees to reimburse Suwannee County when the Inmate pays the negative balance. The Nassau County Sheriff agrees to be responsible for all non-routine medical care to include items such as medical and/or mental health care provided away from the Facility. The Nassau County Sheriff shall be responsible for all security during the entire period of hospital confinement for any female Non-County Inmate and after the first forty-eight (48) hours for a male Non-County Inmate, and prescribed medication.

If the Nassau County Sheriff requests Suwannee County to provide security during hospitalization for a female Non-County Inmate or after the first 48 hours for a male Non-County Inmate, Suwannee County will provide security and bill the Nassau County Sheriff at the rate of \$15.00 per hour. The assistance of Suwannee County shall be the sole discretion of Suwannee County. Said costs will be billed in accordance with Section 3. Billings.

Section 6. Recreation, Access to Courts, Food Service, Commissary, Mail, Religion, Grievance Procedure, Visitation, Discipline and Telephones. Suwannee County will provide Non-County Inmates access to recreation, access to Courts, food service, commissary, mail, religion, grievance procedure, visitation, discipline, and telephone services at the same level that such services are currently being provided at the Facility.

Section 7. Term. This Contract shall commence on the date of signing by both parties and shall continue through September 30, 2000. The parties may extend this agreement on a year-to-year basis upon terms and conditions agreed upon and such extension to be in the form of a letter of agreement signed by both parties.

Section 8. Liability. Suwannee County and the Nassau County Sheriff agree that each agency shall be responsible for any and all acts or omissions due to negligence of their respective officers, employees, and agents. However, nothing herein is intended to deprive the Sheriff of Nassau County, Suwannee County or any of their officers, agents or employees of the benefits of any law limiting exposure to liability or setting a ceiling on damages, or both, or of any law establishing a defense to any claim asserted against any of them.

Section 9. Post Conviction Actions. Confinement by Suwannee County shall not deprive any Inmate of any legal right which he would have if confined in Nassau County. Suwannee County shall not be responsible for defending any post conviction action including appeals and Writ of Habeas Corpus by an inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

Section 10. Notice of Claims. Within fifteen (15) working days after receipt by the Nassau County Sheriff or any agents, employees or officer thereof; of a summons in any action, or within fifteen days of receipt by the Nassau County Sheriff or any of any agent, employee or officer thereof, of notice of claims, the Nassau County Sheriff or any agent, employee or officer thereof shall notify Suwannee County in writing of the commencement thereof. The notice requirement is intended to ensure that Suwannee County's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements can result in Suwannee County's refusal to be held liable for any and all acts or omissions due to negligence on the part of Nassau County or any agent, employee or officer if such failure to notify results in prejudice to Suwannee County, the Nassau County Sheriff or any agent, employee or officer. Suwannee County will provide the Nassau County Sheriff similar notice of claims.

Section 11. Prior Occurrence. Suwannee County shall not be responsible for any losses or costs resulting from litigation pending at the time this Contract is effective or for lawsuits arising thereafter relating to events or conditions which occurred or existed prior to the effective date of the Contract. Suwannee County agrees to cooperate with the Nassau County Sheriff in defense of these suits. Suwannee County and the Sheriff agree that each agency shall be responsible for any and all acts or omissions due to negligence of their respective officers, employees, or agents. However, nothing herein is intended to deprive the Sheriff of Nassau County or Suwannee County or any of their officers, agents or employees of the benefits of any law limiting exposure to liability or setting a ceiling on damages, or both, or of any law establishing a defense to any claim asserted against any of them.

Section 12. Miscellaneous. This contract embraces all the terms, conditions and understandings between Suwannee County Sheriff Alton K. Williams, Jr., Nassau County Sheriff W. R. "Ray" Geiger and the Board of County Commissioner's of Nassau County, Florida.

Section 13. Notices. All notices will be sent certified mail, return receipt requested to:

Board of County Commissioners
for Suwannee County.

Suwannee County Board of County Commissioners
224 Pine Avenue
Live Oak, FL 32060

Suwannee County Sheriff

Alton K. ("Al") Williams, Jr.
200 S. Ohio/Dr. MLK Avenue
Live Oak, FL 32060

Nassau County Sheriff

W. R. "Ray" Geiger
50 Bobby Moore Circle
Yulee, FL 32097

Board of County Commissioners
for Nassau County, Florida.

Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, FL 32035

Section 14. Non-discrimination. The Suwannee County Sheriff is an Equal Opportunity Employer.

Section 15. Third Party Rights. The Provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person.

Section 16. Disputes. Any controversy, claim or dispute arising out of or in connection with the Contract including without limitation intended the meaning or application of any provision of this Contract or the performance of any obligation under this Contract the parties shall first resort to mediation by a certified circuit court civil mediator, who shall be agreed to by the parties or if the parties cannot agree within thirty (30) days, said mediator who shall be chosen by the Chief Judge of the Tenth Judicial Circuit. If the mediation shall fail to resolve any controversy, claim or dispute, either party may proceed in law and equity in the Circuit Court of the Tenth Judicial Circuit in and for Nassau County, Florida, which shall be the sole court of venue and jurisdiction.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Agreement.

W. R. "RAY" GEIGER
As Sheriff of Nassau County

ALTON K. "AL" WILLIAMS, JR.
As Sheriff of Suwannee County

By: Ray Geiger
Date: 5-1-2000

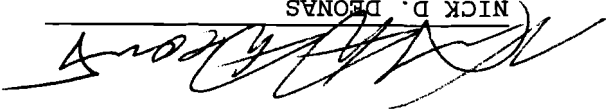
By: Alton K. Williams, Jr.
Date: April 25, 2000

ATTEST

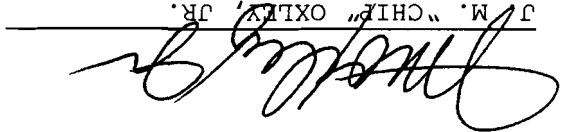
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MAS Les Hall
WITNESS

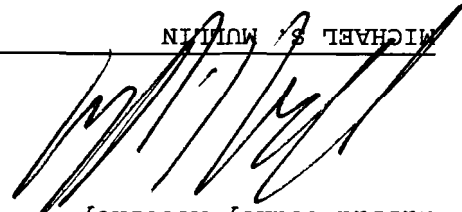
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


NICK D. DEONAS
Its: Chairman

ATTEST:


J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN