

BOARD OF COUNTY COMMISSIONERS

BRADFORD COUNTY, FLORIDA

Herman Johnson
Chairman

Doyle Thomas
Vice-Chairman

Jimmy Bowen
Commissioner

Joe Riddick
Commissioner

Eddie J. Lewis
Commissioner

September 14, 2000

J.M. Oxley, Jr.
Ex-Officio Clerk
Nassau County
Board of County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035-1010

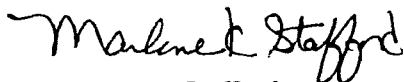
Dear Mr. Oxley:

Enclosed are two original addenda to the Interlocal Agreement between Bradford County and Nassau County for the housing of Nassau County inmates, approved and executed by the Commission on September 11, 2000.

The agreement is being continued for a period of time through September 30, 2001. Please note that Compensation is being amended from \$30.00 to \$35.00 per day for each inmate housed by Bradford County.

Once you have obtained the appropriate Nassau County signatures, please return one of the originals to my office. Should you have any questions or concerns, please advise.

Sincerely,



Marlene K. Stafford
Deputy Clerk

ADDENDUM TO INTERLOCAL AGREEMENT
BETWEEN
BRADFORD COUNTY AND NASSAU COUNTY

THIS AGREEMENT made and entered into effective the 1st day of October, 2000, by and between Bradford 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 Board of County Commissioners.

WITNESSETH:

WHEREAS, Nassau County and Bradford County have entered into an Interlocal Agreement which is made a part hereof and attached hereto as Exhibit "A";

WHEREAS, the parties desire to renew said agreement for the term October 1, 2000 through September 30, 2001 commencing on the joint execution of this agreement.

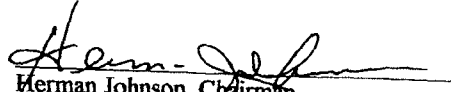
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

Section 1. Section 2 of the attached agreement shall be amended to reflect a term commencing October 1, 2000 and continuing for a period of time through September 30, 2001 unless terminated by either party as provided for in Section 6 of the agreement attached as Exhibit "A". The agreement may be renewed for subsequent terms by written agreement by the parties.

Section 2. Nassau County shall pay to Bradford County the sum of \$35.00 per day for each inmate housed by Bradford County for Nassau County. This section supersedes any other portions of the agreement inconsistent with this section.

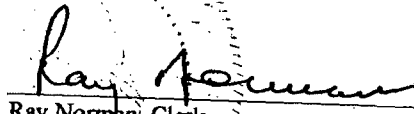
IN WITNESS WHEREOF, the parties have caused this Addendum to the Interlocal Agreement to be executed for the uses and purposes therein expressed effective the day and year first above written.

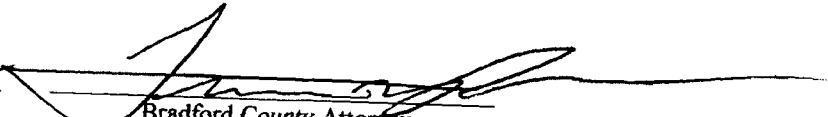
BRADFORD COUNTY, FLORIDA


Herman Johnson, Chairman
Board of County Commissioners

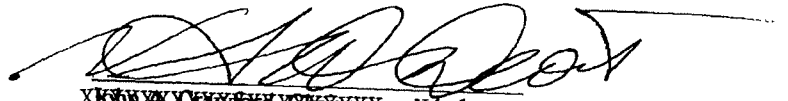
Approved as to form:

ATTEST:


Ray Norman, Clerk
(Seal)

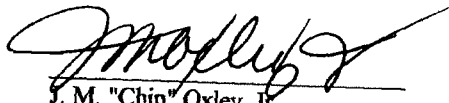

Bradford County Attorney

NASSAU COUNTY, FLORIDA


~~XXXXXX~~ Nick D. Deonas, Chairman
Board of County Commissioners

Approved as to form:

ATTEST:


J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk
(Seal)

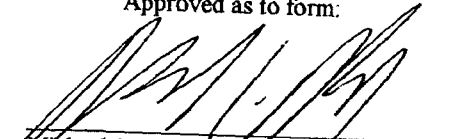

Michael S. Mullin
County Attorney

EXHIBIT "A"

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

Revised May 1997

THIS AGREEMENT made and entered into this 1st day of October, 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 October 1, 1996, and shall continue through and include September 30, 1997, 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.

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

Revised May 1997

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. Effective May 1, 1997 the fixed rate per day/per inmate is revised to the following: Bradford County shall be paid at the fixed rate of \$30.00 (thirty 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 ~~\$30.00~~ ^{\$30.06} per day/per inmate housed in the Bradford County Jail for the preceding month to: *esj*

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

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

Revised May 1997

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
Starke, Florida 32091

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

Revised May 1997

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 (3) 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 construed as consent by either party to be sued by third parties in any matter arising out of this agreement.

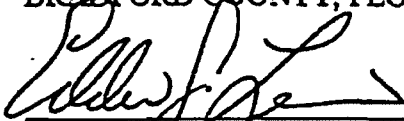
**INTERLOCAL AGREEMENT BETWEEN
BRADFORD COUNTY AND NASSAU COUNTY**

Revised May 1997

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.

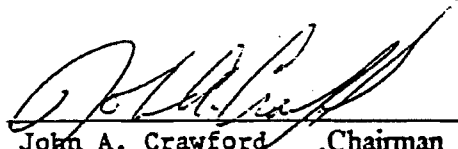
BRADFORD COUNTY, FLORIDA

By: 
Eddie J. Lewis, Chairman
Board of County Commissioners

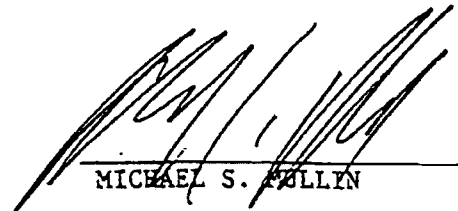
APPROVED AS TO FORM


Bradford County Attorney

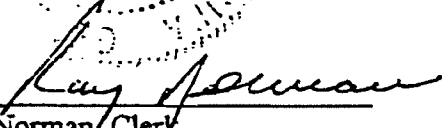
NASSAU COUNTY, FLORIDA

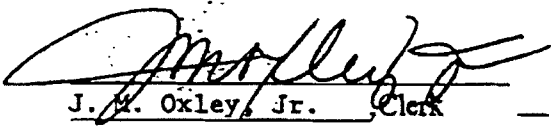
By: 
John A. Crawford, Chairman
Board of County Commissioners

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


MICHAEL S. POLLIN



ATTEST:

Ray Norman, Clerk
(Seal)

ATTEST:

J. M. Oxley, Jr., Clerk
(Seal)