

## TERMINATION AGREEMENT

### INTERLOCAL AGREEMENT FOR THE CONSOLIDATION OF IT RESOURCES IN NASSAU COUNTY, FLORIDA

**THIS TERMINATION AGREEMENT** (the "Agreement" dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the **Nassau County Board of County Commissioners ("BOCC")**, a political subdivision of the State of Florida, and the **Nassau County Supervisor of Elections ("SOE")**, a political subdivision of the State of Florida, Collectively the "Parties" and individually the "Party".

#### BACKGROUND

- A. The Parties entered into an Interlocal agreement (the "IA") dated the 28<sup>th</sup> day of March, 2016, for the consolidation of IT resources in Nassau County, Florida.
- B. Section 5 of the IA, Early Termination, states that any Party may terminate the IA by giving ninety (90) days written notice to the other Party.
- C. Notice was received from SOE on August 30, 2017 requesting that the IA be terminated, stating that these resources are currently being provided through an interlocal agreement with the Nassau County Tax Collector and are no longer necessary under this IA.
- D. The Parties wish to terminate the IA and resolve any and all rights and obligations arising out of the IA.

**IN CONSIDERATION OF** and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

- 1. **Termination**: By this Agreement the Parties mutually terminate and cancel the IA effective November 27, 2017.
- 2. **Outstanding Obligations**: The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just and reasonable and that no further consideration or obligation will be owing, with regard to the IA, as of the effective date of this Agreement.
- 3. **Release**: By this Agreement the Parties release each other from any and all claims, causes of action, demands, and liabilities of whatever nature which either Party had in the past, has now or may be in the future arising from or related to the IA.


IN WITNESS WHEREOF the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

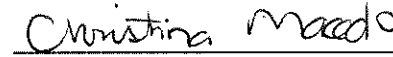
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

**ATTESTATION: ONLY TO AUTHENTICITY AS TO  
CHAIRMAN'S SIGNATURE**

\_\_\_\_\_  
DANIEL B. LEEPER, CHAIRMAN  
SUPERVISOR OF ELECTIONS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
JOHN A. CRAWFORD, EX-OFFICIO CLERK

  
\_\_\_\_\_  
VICKI P. CANNON, SUPERVISOR OF ELECTIONS

  
\_\_\_\_\_  
WITNESS NAME:

APPROVED AS TO FORM BY THE NASSAU  
COUNTY ATTORNEY:

\_\_\_\_\_  
MICHAEL S. MULLIN