

CS09-86
CM1534

INTERLOCAL AGREEMENT

PROVIDING FOR SHARED INTERNET ACCESS

THIS INTERLOCAL AGREEMENT is made and entered into at Nassau County, Florida this 18th day of November, 2009 by and 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.

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and,

WHEREAS, it is the intent of the BOCC and the SOE to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed between the BOCC and the SOE as follows:

Section 1. Definitions

Inhibiting. To hold back; restrain

Metering. Any of various devices designed to measure time, distance, speed, or intensity or indicate and record or regulate the amount of volume or flow.

Monitoring. A program that observes, supervises, or controls the activities of the other programs.

Section 2. Purpose

This Interlocal Agreement is entered into to establish a joint venture for the use of Internet Access by the BOCC and the SOE. This joint venture will benefit the SOE and the BOCC in cost savings and increased efficiency in combining services and facilities. This combination of services will benefit the parties and their respective offices and duties as well as the local community.

Section 3. Method

The County is sharing Internet access via their Internet circuit located at 96135 Nassau Place. The Supervisor of Elections equipment is configured in parallel with the County's equipment so that neither party is metering, monitoring or otherwise inhibiting the transfer of information to the Internet.

Section 4. Cost

The SOE shall reimburse the BOCC \$240 per month due to the cost-saving of combining these services.

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Section 5. Term

This Interlocal Agreement shall be effective upon adoption by the parties and shall renew automatically and annually unless termination by written letter by one Party not less than thirty (30) days in advance of the due date of the the SOE's draft budget in any fiscal year.

Section 6. Early Termination

Any party may terminate this agreement by giving notice to the other party at least thirty (30) days in advance of the due date of the SOE's draft budget in any fiscal year.

Section 7. Entire Agreement

This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof. Any amendments or modification to this Interlocal Agreement must be in writing, signed by all parties, and recorded pursuant to Section 9 of this Agreement.

Section 8. Severability

If any provision of this Interlocal Agreement shall be held or deemed to be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision invalid, inoperative or unenforceable to any extent whatever.

Section 9. Applicable Law

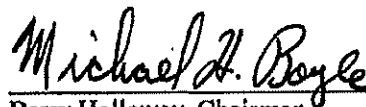
This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Filing of the Interlocal Agreements

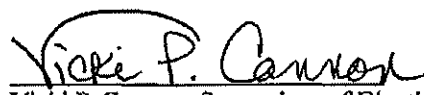
It will be a condition precedent to the effectiveness of this Interlocal Agreement that a certified copy is filed with the Nassau County Clerk.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the day and year first stated above.

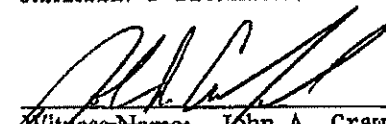
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

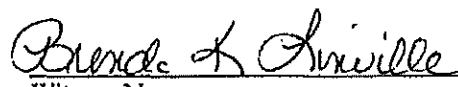

Barry Holloway, Chairman

SUPERVISOR OF ELECTIONS
NASSAU COUNTY, FLORIDA


Vicki P. Cannon, Supervisor of Elections

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


Witness Name: John A. Crawford
Ex-Officio Clerk
LEK 11/6/09


Witness Name:

Special Elections Costs Paid from F/Y 2009-2010 Budget

1S061513.541000 - Communications	59.80
1S061513.54000 - Travel & Per Diem	73.70
1S061513.547000 - Printing/Binding	2995.02
1S061513.549000 - Other Current	440.25
1S061513.544000 - Rentals and Leases	450.90
1S061513.552020 - Gas, Oil, Lubricants	53.81
1S061513.542000 - Freight and Postage	14.72
1S061513.513000 - Salaries (No Retirement)	6951.25
Total	10979.65