

**TERMINATION AGREEMENT
INTERLOCAL AGREEMENT FOR SHARED INTERNET ACCESS**

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 18th day of November, 2009, for shared internet access.
- B. Section 6 of the IA, Early Termination, states that any Party may terminate the IA by giving thirty (30) days written notice to the other Party.
- C. Notice was received from SOE on August 30, 2017 requesting that the IA be terminated once it is confirmed that the Property Appraiser, Supervisor of Elections and Tax Collector internet access has been installed. It is estimated that the installation will be completed by November 2017.
- 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 agree to terminate and cancel the IA effective on the date written confirmation has been received from SOE that their internet access is fully installed. The effective date of termination shall be the date of the written notice by SOE.
- 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**

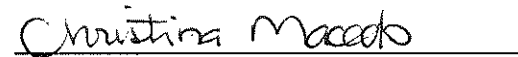
**ATTESTATION: ONLY TO AUTHENTICITY AS TO
CHAIRMAN'S SIGNATURE**

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