

## INTERLOCAL AGREEMENT

### CONSOLIDATION OF IT RESOURCES IN NASSAU COUNTY, FLORIDA

**THIS INTERLOCAL AGREEMENT** is made and entered into at Nassau County, Florida this 28<sup>th</sup> day of March, 2016 by and between the Nassau County Board of County Commissioners ("BOCC") and the Nassau County Supervisor of Elections ("SOE"). These entities are referred to herein jointly as the "Parties" and each as "Party."

**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 Parties to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Interlocal Agreement; and,

**WHEREAS**, parties desire to contract with an IT Administration designated person ("Contractor") that will be responsible for the assisting with project management and assisting with the oversight of the consolidation of IT services.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter contained, and other good and valuable consideration, it is agreed between the Parties as follows:

#### **Section 1. Purpose**

This Interlocal Agreement is entered into to review, recommend and implement a consolidated approach to IT services in Nassau County. This includes the combination of services, software, hardware between the BOCC and SOE as needed. Consolidating these services will result in a cost savings to the county as a whole as well as the individual constitutional office(s). In addition, much of the duplication of services will be removed so that the network resources are better utilized and ultimately more cost effective for Nassau County as well as the local community. This interlocal is a replacement of BOCC Contract No. CS-14-201.

#### **Section 2. Scope of Services**

Contractor shall provide the parties the IT Administration services outlined in the attached "Scope of Services, Exhibit 1. The Contractor shall remain an employee of the SOE.

#### **Section 3. Costs and Expenses**

All costs and expenses are to be borne by the respective parties. The Contractor will remain under the full time employment of the SOE while performing duties pursuant to this Agreement. The SOE shall continue to pay personal service costs of the Contractor with the BOCC transferring funds as agreed so that the additional services provided by the Contractor to the BOCC are reimbursed to the SOE accordingly.

#### **Section 4. Term**

This Agreement shall be effective upon execution by the Parties and upon filing of a certified copy with the Nassau County Clerk. This Agreement shall renew automatically and annually unless terminated by either party giving notice by written letter to the other party by July 1st of each year.

**Section 5. Early Termination**

Any Party may terminate this Agreement by giving ninety (90) days written notice to the other Party.

**Section 6. 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 7. 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 whatsoever.

**Section 8. Applicable Law**

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

**Section 9. Filing of the Interlocal Agreements**

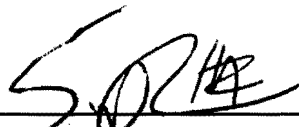
A certified copy of this Agreement and any amendments or modifications to this Agreement shall be filed with the Nassau County Clerk.

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

SUPERVISOR OF ELECTIONS  
NASSAU COUNTY, FLORIDA

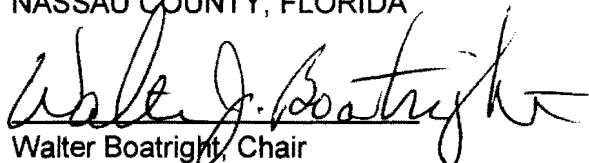


Vicki P. Cannon  
Supervisor of Elections



Witness Name:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Walter Boatright, Chair  
Board of County Commissioners  
Nassau County, Florida



Witness Name:

## Exhibit 1

### Telecommunications

- Administers consolidated VOIP system for all county offices.
- In a coordinated effort oversees the installation configuration and management of switches / routers within the county network.
- In a coordinated effort oversees the County LAN / WAN infrastructure to provide connectivity for all county locations.
- In a coordinated effort administers and coordinates with vendor to maintain the county fiber ring in optimum working condition.