

OTHER

24. **Approve and authorize the chairman to execute a Memorandum of Agreement (MOA) between the Board of County Commissioners and the Seminole County Supervisor of Elections concerning Purchasing Card Administrative Program Support.**

MEMORANDUM OF AGREEMENT

BETWEEN
THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SEMINOLE COUNTY SUPERVISOR OF ELECTIONS

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the BOARD, and the SEMINOLE COUNTY SUPERVISOR OF ELECTIONS, hereinafter referred to as the SUPERVISOR OF ELECTIONS.

WHEREAS, the BOARD has in place a purchasing card program through a contract awarded by the Clerk of the Circuit Court to the Bank of America, hereinafter referred to as the CONTRACT; and

WHEREAS, the SUPERVISOR OF ELECTIONS has requested coverage under the BOARD's purchasing card program; and

WHEREAS, the Clerk of the Circuit Court has expressed no objection to extending coverage to the SUPERVISOR OF ELECTIONS, and

WHEREAS, the Bank of America can maintain separate master accounts; with separate billing; for the SUPERVISOR OF ELECTIONS, and

WHEREAS, the Seminole County Purchasing Code; Chapter 220, Chapter 330 and County Manager's Internal Procedures, hereinafter referred to as the CODE AND PROCEDURES; are hereby incorporated into and made a part of this agreement, and

WHEREAS, the BOARD and the SUPERVISOR OF ELECTIONS have agreed it is in the best interest of the Taxpayers of Seminole County to consolidate their purchasing card administration.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained hereby covenant and agree as follows:

Section 1. BOARD Obligations: THE BOARD agrees:

- (a) To establish, through the Bank of America, a master purchase card account and a master Travel card account for the SUPERVISOR OF ELECTIONS.
- (b) To administer and manage the two SUPERVISOR OF ELECTIONS and master accounts in accordance with the CODE.
- (c) To provide training to cardholders and approving officials.

Section 2. SUPERVISOR OF ELECTIONS Obligations: SUPERVISOR OF ELECTIONS agrees:

- (a) To comply with the Terms and Conditions of the CONTRACT.
- (b) To follow the policies and procedures required by the CODE.
- (c) That the SUPERVISOR OF ELECTIONS paying office shall make electronic payment of all statements within the timeframes required by the CONTRACT.
- (d) To cooperate in any and all audits of the County's purchasing card program.
- (e) To include purchase and travel card turn-in as part of the exit procedure for terminated Employees.
- (f) That any rebates may become due will accrue to the BOARD to offset administrative costs.

Section 3. CODE: For the purposes of this agreement, the term SUPERVISOR OF ELECTIONS shall constitute for the terms County Manager and Department Director in the CODE. Further, the terms County Finance and Finance Department shall be taken to mean the SUPERVISOR OF ELECTIONS paying office.

Section 4. Amendments: Amendments to this MOA may be proposed by either party and shall become effective upon written approval by both parties.

Section 5. Termination: Either party may terminate this MOA by providing sixty (60) days written notice to the other party. Unless terminated by written notice, this MOA will remain in effect indefinitely.

Section 6: Notices: Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE COUNTY:

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR THE SUPERVISOR OF ELECTIONS:

Seminole County Supervisor of Elections
1500 East Airport Blvd.
Sanford, Florida 32771

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 7. Indemnifications: Neither party to this agreement, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other party, its officers, employees, and agents.

Section 8. Assignment: Neither party to this agreement shall assign this agreement or any interest arising herein, without the written consent of the other.

Section 9. Pilot Project: The parties agree that this MOA will be evaluated at the end of six months and may be revised or terminated at that time. Any revisions will be by mutual agreement. Either party may terminate at the end of six months. If no action is taken, the MOA will remain in effect until terminated in accordance with the provisions of Section 5.

IN WITNESS WHEREOF, the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS and the SUPERVISOR OF ELECTIONS have caused this MEMORANDUM OF AGREEMENT to be duly executed and effective as of the date last written below.

SEMINOLE COUNTY SUPERVISOR OF ELECTIONS

By: _____
Michael Ertel, Supervisor of Elections Date _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carlton D. Henley, Chairman Date _____

As authorized for execution by the Board of County Commissioners at their _____ 2005 regular meeting.