

POWER MONITORING AGREEMENT

1. Seller agrees to sell and Buyer agrees to buy Power Monitoring Services for an initial period of one year, which may be renewed as set forth below.
2. **Definitions.** "Power Monitoring Services" are those services described on the attached Exhibit A, which is made a part hereof by this reference.
3. **Taxes.** Seller shall collect from Buyer all applicable taxes resulting from this Agreement. It is Buyer's responsibility to promptly remit said taxes and Seller shall not be liable for payment thereof.
4. **Price.** Prices shall be those prices shown on the attached Exhibit A.
5. **Access.** Buyer shall permit Seller reasonable access to its premises, for the purpose of installing, maintaining, repairing, and removing Seller's equipment required to effectuate the purposes of this Agreement. Seller shall not unreasonably interfere with the buyers operation in so doing so.
6. **Title.** Title to the equipment installed by Seller on Buyer's premises shall remain in Seller's possession and Buyer shall have no claim or interest therein.
7. **Breach of Agreement.** Buyer's failure to pay invoices in a timely manner shall constitute a material breach of this Agreement. Seller's failure to provide Power Monitoring Services, except under conditions stated in paragraph 8 hereof, for 30 consecutive days, shall constitute a material breach hereof. A material breach of this Agreement will entitle the non-breaching party to cancel the Agreement.
8. **Force Majeure.** If either party is unable to perform its obligations hereunder, with the exception of paying debts, due to a condition of Force Majeure, such obligation shall be suspended during the period of inability. Force Majeure shall include without limitations, acts of God, strikes, lockouts, or labor disputes, fires, floods, storms, hurricanes or other natural occurrences, or similar cause which is beyond the reasonable control of the party claiming Force Majeure.
9. **Renewal and Cancellation.** Buyer or Seller may cancel this contract by providing notice 60 days prior to the end of the one year term hereof if it wishes to do so. In the event Buyer fails to provide notice of cancellation, the agreement shall be renewed for a one year term at the then current prices. In the event of a material breach of this Agreement, cancellation shall be accomplished by the giving of five days written notice of intent to terminate.
10. **Payment Terms.** Buyer shall be billed for these services based on those charges the Buyer has agreed to in Exhibit A attached hereto. These charges will appear as a separate line item on the Buyer's FPL electric bill. Late payments shall be subject to a late fee of 1.5% per month, commencing on the date the electric bill becomes past due, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.
11. **Limitation of Liability.** The Seller will not, under any circumstances, be liable for consequential damages, punitive damages, loss of business, loss of profits or exemplary damages from any cause or claim whether in contract or tort.
12. This Agreement shall be governed by the laws of the state of Florida without regard to choice of laws - venue shall be in buyer's primary county of operation.
13. This Agreement supercedes any and all prior negotiations, representations, contracts or agreements, whether written or oral regarding the subject matter hereof.

Seller: Florida Power & Light
 Signature: Scott Lewis
 Print Name: SCOTT LEWIS
 Title: Customer

Buyer: Account Name: Nassau Cty BCC
 Account Number: 57908 51421
 Signature: Chip Oxley, Jr.
 Print Name: J. M. "Chip" Oxley, Jr.
 Title: Ex-Officio Clerk
 Date: May 12, 2003

(2) Courthouse

Exhibit A

Power Monitoring Package #4 – Premium+ Service (Smart Meter – Wireless Coverage)

Power monitoring services include:

- Installation and site setup

FPL will install and set up the devices required to provide the services described below.

- Automated trouble call to FPL when Smart Meter detects a service disturbance

If power remains off for more than two minutes, FPL's service trouble group will be automatically notified.

- Notification to two customer-specified pagers when Smart Meter detects a service disturbance

The customer will be notified of any service disturbance and whether power is on or off. Voltage levels, voltage imbalances and present status will be reported.

Price by number of sites	Installation and site setup fee, per site	Monthly service fee, per site
1 site	\$200.00	\$80.00
2-5 sites	\$195.00	\$78.00
6-24 sites	\$190.00	\$76.00
25-49 sites	\$185.00	\$74.00
50 or more sites	\$180.00	\$72.00

Price

Number of sites	Installation and site setup fees	Monthly service fees
2	390	2 x 78

#1 Alphanumeric-numeric modem phone number () - _____

#1 Alphanumeric-numeric pager ID# _____

#2 Alphanumeric-numeric modem phone number () - _____

#2 Alphanumeric-numeric pager ID# _____

Buyer agrees it shall be the Buyer's responsibility to notify the Seller in writing 30 days prior to any change in phone, pager, or ID numbers.

Seller: Florida Power & Light

Signature: Scott Lewis

Print Name: SCOTT LEWIS

Title: Customer Manager

Site Address: _____

24100 William Burgess Blvd #J

Yulee, FL 32097

24100 William Burgess Blvd # CT HSE

Buyer: Signature: [Signature]

Print Name: J. M. "Chip" Oxley, Jr.

Title: Ex-Officio Clerk

Date: May 12, 2003

Account Name: NASSAU CTY BCC

FPL Account Number: 0 -

0157908-51421

(2) Courthouse



April 14, 2003

Nassau County Public Works
Dawn Stevenson
Contract Manager
213 Nassau Place
Yulee, FL 32097

Re: Installation of FPL Power Monitoring System

Dear Dawn:

In the past several months, FPL has begun offering a power monitoring and automated outage notification system. I would like to recommend this service for your facilities. The technology uses a wireless system for the notification process.

The power monitoring meters will automatically notify FPL and your personnel of outages and voltages outside normal operating ranges. This can be extremely valuable when you are trying to determine if the power outage is due to your equipment or FPL's. It also will provide you the ability to receive real time power load information. Your personnel can be contacted by text messaging by Nextel or alphanumeric pager. The monthly service for the power monitors will be added to your existing electrical bills.

I have enclosed the agreement for the service for your approval. Please return to me and I will schedule their installation. If I can answer any questions please contact me at 904.824.7630.

I thank you for your business and the opportunity to serve you.

Sincerely

Scott Lewis
North Florida Customer Manager

enclosure

SCOTT LEWIS
ORDE

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