FUEL PURCHASE AGREEMENT

This Agreement is entered into this <u>6th</u> day of <u>August</u>, 2014, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Nassau County Health Department, 30 South 4th Street, Fernandina Beach, FL 32034, (hereinafter referred to as "Health Department").

WHEREAS, the County and the Health Department wish to enter into a contract for the purpose and intent of purchasing gasoline and diesel (hereinafter referred to as "fuel") for its vehicles from the Nassau County Road and Bridge Department.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

- Health Department is hereby authorized to obtain fuel for their vehicles from Nassau
 County Road and Bridge Department with a 3% markup to cover administrative costs.
- 2. The County shall invoice Health Department on a monthly basis. The invoice submitted shall be in sufficient detail as to item, quantity and price. Health Department shall remit payment to Nassau County at 96161 Nassau Place, Yulee, Florida, within thirty (30) days of receipt of said invoice. In the event that outstanding invoices exceed ninety (90) days, the County shall prohibit the purchase of fuel by Health Department until such time as the delinquent invoices are paid.
- 3. Health Department will be required to purchase a fuel key fob, at cost, from the County for each vehicle of Health Department authorized to dispense fuel from the pumps. Health Department is responsible for monitoring Health Department's usage and shall be responsible for payment of any fuel that is acquired through the usage of the issued fuel key fob.

Contract Number CM2109

4. This Agreement shall be effective upon execution, and shall continue in effect until

terminated by either party. This Agreement may be modified in writing by the mutual

consent of the County and the Health Department.

5. Either party may terminate this Agreement at any time with or without cause by

furnishing written notice to the other party with no less than sixty (60) days notice.

6. This Agreement constitutes the entire Agreement between the parties and any prior

understanding or representation of any kind preceding the date of this Agreement

shall not be binding on either party except to the extent incorporated in this

Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by

their respective and duly authorized officers the day and year first above written.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY FLORIDA

BY: BARRY V. HOLLOWAY

Its: Chairman

Attest as to authenticity of,

Chairman Ssignature:

OHNA. CRAWFORD

Its: Ex-Officio Clerk

US C1.

Approved as to form by the Nassau County Attorney:

DAVID A. HALLMAN

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NASSAU COUNTY HEALTH DEPARTMENT

BY: Eugenia J. Ngo-Seidel, M.D., M.P.H.

Its: Director
State of Florida County of Nassau
Before me personally appeared, <u>Eugonic</u> , who is personally known or produced as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein stated.
WITNESS my hand and official seal, this
Notary-Public-State of Florida at large My Commission Expires: January 20.2017
VICKI D. ROBERTS Commission # EE 839943 Expires January 20, 2017 Bonded Timu Troy Fain Insurance 800-385-7019