

Contract CM1861,

Renewal of Natural Gas Service Agreement for Facilities Maintenance

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Facilities Maintenance
2	Vendor	Name: Florida Public Utility Services Company
3	Contract	Contract title: Natural Gas Service Agreement for Facilities Maintenance Contract tracking number: CM1861-AR5 Funding Source(s): Various Amount: Varies by Department

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that the performance period of the above referenced Agreement automatically renewed for one (1) year, beginning October 31, 2020 and ending October 30, 2021, in accordance with the clause in paragraph one, of the Agreement

If you need more information or would like to discuss this matter further, please contact Contract Management at 904-530-6100 or via email at contracts@nassaucountyfl.com.

Yours sincerely

Sony Podish

Department Head

6/11/2021

Date

Approved by:

[Signature]

Procurement Manager

6/11/2021

Date

Megan Diehl

Office of Management & Budget

6/11/2021

Date

Michael S. Mullin

County Attorney/Contract Management

6/14/2021

Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL*Taco E. Pope AICP*

TACO E. POPE, AICP, County Manager

6/15/2021

Date



FLORIDA PUBLIC UTILITIES COMPANY
NATURAL GAS SERVICE AGREEMENT

This agreement, entered into this 16th day of May 2012, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company", and Nassau County BOCC, hereinafter referred to as "Customer".

Customer agrees to buy gas from Company and Company agrees to sell gas to Customer at:

See Attached Exhibit A, _____, _____, _____, _____
(Street) (City) (State) (Zip)

under Company's Rate Schedule No. _____ and under the terms and conditions of this contract for the term of 4 year(s) after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date. Service under this agreement shall commence on or about October 31st 2012 or within 30 days of the date that Company has installed the necessary mains, meters, and other essential equipment to serve the Customer, whichever is later.

Customer and owner agree to permit the Company to install its facilities on the property and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read its meter; and further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property owner's consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF). Customer agrees to pay Company for all service rendered hereunder at the above designated rate as it is now or may subsequently be lawfully amended or superseded.

This agreement includes Company's Rules and Regulations except in such terms wherein a contrary intent is here expressed.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

RESIDENTIAL CUSTOMERS ONLY – Excess Flow Valve (EFV) see CFR, Title 49, Part: 192.381:

The EFV is a safety device designed to shut-off the flow of gas in the event the flow of gas exceeds the design capacity which may occur when the line is accidentally ruptured. The installation cost of this device is \$ 75, if request is made prior to service line installation. Additional charges may be incurred for maintenance and/or replacement of the EFV or for EFV installation after the service line installation is complete. Company does not warrant the device other than the manufacturer warranty.

I hereby N/A installation of an Excess Flow Valve (EFV)

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

All correspondence and notices required under this contract are to be addressed to Customer at:

45195 Musselwhite Road, Callahan, Florida, 32011
(Street) (City) (State) (Zip)

and to the Company at: 401 South Dixie Hwy, West Palm Beach, FL 33401

APPROVED AND ACCEPTED BY:
By: [Signature]
Florida Public Utilities Agent's Signature
William J. McGoldrick, Key Accounts Manager
Florida Public Utilities Agent's Name & Title

By: [Signature]
Customer's Signature
Stacy T. Johnson
Customer Name (printed)



PO Box 3395
West Palm Beach
FL 33402-3395
Phone: 561-838-1717

Exhibit "A"

Account

1. Nassau County Detention Center
2. Nassau County Animal Control
3. Nassau County Rescue 20
4. Nassau County Bailey Rd., Bridge
5. Nassau County Yulee Sports Complex
6. Nassau County Rescue 30
7. Nassau County Rescue 70
8. Peters Pointe Park (Future Conversion)
9. Burney Park (Future Conversion)
10. American Beach Historic Park (Evans Rendezvous)

Rate Schedule

Large Volume Service (LVS)
General Service (GS)
GS
GS
GS
GS
GS
GS
GS
GS

Future Generator only Accounts

Fernandina Tower
Sheriffs Administration (3 sites)
Judicial Administration Complex (4 sites)