



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2024	2025
Capital Expenditures	\$90,857	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$90,857</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	_____
Does this item include the use of federal funds	Yes	_____	No	<u>X</u>	_____

Budget Account No: Fund 3080 Dept 411 Unit B652 Object 6502

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

C. Departmental Fiscal Review: *Kara Lyles*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*Lara Mente* 3/29/22  
 OFMB 97A 3-28-22 LM 3/29

*Ar. S. Jurdak* 4/11/22  
 Contract Development and Control 4-11-22 TD

**B. Legal Sufficiency:**

*[Signature]* 4/5/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director, Purchasing

**This summary is not to be used as a basis for payment**

Attachement 1

Location Map



4215 Cherry Road, West Palm Beach

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 03/22/2022

REQUESTED BY: Rosalyn Acosta

PHONE: 233-2051

PROJECT TITLE: Supervisor of Elections Production Facility  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

E-FDO NUMBER: 2019-050082

REQUESTED AMOUNT: \$90,857.00

BCC RESOLUTION#: \_\_\_\_\_  
DATE: \_\_\_\_\_

CSA or CHANGE ORDER NUMBER:

LOCATION: Cherry Road

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/~~W.O.~~ NUMBER: 19216

CONSULTANT/CONTRACTOR: Florida Public Utilities

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Fee for Natural Gas main line extension, installation of new gas services and meter to service the new Supervisor of Elections generators.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES/PERMITS	\$90,857.00
CONTINGENCY	\$
TOTAL	\$90,857.00

*\* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

**BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):**

FUND:	DEPT:	UNIT:	OBJ:
3080	411	B652	6502

**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)**

Ad Valorem (Amount \$ _____)	Infrastructure Sales Tax (Amount \$ _____)
State (source/type: _____ Amount \$ _____)	Federal (source/type: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____)	Impact Fees: (Amount \$ _____)
<input checked="" type="checkbox"/> Other (source/type: <u>BOND</u> Amount \$ _____)	

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 3/24/2022

ENCUMBRANCE NUMBER: \_\_\_\_\_

## Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: PBC Facilities Development & Operations - Capital Phone: 561-233-5276

DBA: Palm Beach Cty Board of County Commissioners

Service Address: 4215 Cherry Road, West Palm Beach, FL 33409

Mailing Address: 2633 Vista Parkway, West Palm Beach, FL 33411

Rate Class: CS-GS Connect Fee: \$75.00 Monthly Charge: \$35.81

Account Deposit: \$100.00 Appliance Conversion Charge: N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 0.00

Gas Appliance(s) Schedule		Description
3.00	Other-1	generators

Account Manager: Mauro Ruini Phone: (561) 838-1719

Field Coordinator: Rob Shatzer- WPB Phone: (561) 215-0173

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 for the term of ( ) years 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, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

**APPROVED AND ACCEPTED:**

By: Mauro Ruini  
 Florida Public Utilities Agent's Signature  
 Mauro Ruini  
 Account Manager

By: \_\_\_\_\_ ←  
 Customer's Signature  
Isami Ayala-Collazo ←  
Director, Facilities Development & Operations  
 Date \_\_\_\_\_ ←

Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule. (Applicable only to Customers Natural Gas Vehicle Service Rates)

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: [Signature]  
 County Attorney





**Improvement or Relocation of Facilities Agreement**

This agreement, executed in duplicate as of the 17th day of March, 2022, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and is Development & Operations - Capital Im, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

- 1. The Utility will improve or relocate existing facilities as follows:  
**Extend gas main line 835' , install service line 670' and meter**

The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

- 2. To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of \$90,857.00 the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

- 3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

- 4. After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

- 5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

"Utility"  
FLORIDA PUBLIC UTILITIES COMPANY

By: \_\_\_\_\_ ←

**Service Address:**

4215 Cherry Road  
West Palm Beach, FL 33409

By: \_\_\_\_\_ ←  
Consumer:

Isami Ayala-Collazo - Director, Facilities Development & Operations

**APPROVED AS TO LEGAL SUFFICIENCY:**

By:   
County Attorney

# Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner 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's owner 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 designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

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.

