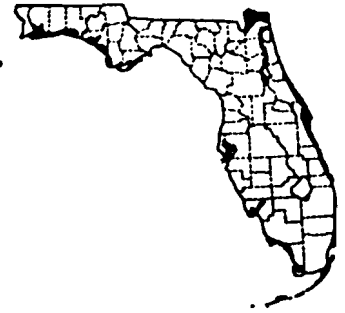




NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS



P. O. Box 1010 - Fernandina Beach, Florida 32034

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Vice Chairman
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Dist. No. 4 Hilliard

T. J. GREESON
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

November 25, 1981

Mr. Frank Loveless
Enfields
1063 Haines Street
Jacksonville, Florida 32206

Re: Bond Copier Rental - Director of County Programs

Dear Mr. Loveless:

I have attempted to contact you by phone on several occasions concerning the above-mentioned copier. This copier was in the office of the Director of County Programs. When this office was abolished and ceased to be funded by the Board of County Commissioners of Nassau County, I at that time had Ms. Julie Mixon contact you to find out if by asking you to pick up the machine was there a penalty clause in the existing contract. Ms. Mixon informed me that she talked to you personally and that you stated that if the office had ceased to be funded there was no problem and there would be no penalty clause.

You asked if there would be anyone in the county government that would be interested in taking the balance of the contract over and Ms. Mixon informed you at that time that she did not know of anyone and you in turn suggested that you would check your records on who had done this in the past for the county.

Based on your statement to Ms. Mixon about no penalty clause, I instructed her to have your company pick up said copier. I also was not aware of any agreements being signed with the County Agent's Office concerning this machine until Mr. Fulmer brought it to the attention of the Board of County Commissioners of Nassau County. At that time I again had Ms. Mixon to contact you because Mr. Fulmer represented that Nassau County would have to pay a penalty if he did not sign the agreement. Having been told there was no penalty clause this was a surprise and this is why I had Ms. Mixon contact you again. At that time you told her there would be a penalty clause if he did not take over the machine and that if he did take over the machine, the rental would be at an increased rate.

Page 2
Mr. Frank Loveless
November 25, 1981

I have had the County Attorney review the copy of the contract that was given to Ms. Cook and the contract does not reflect any penalty clause. There was no Lease Agreement furnished to Ms. Cook at the time of the signing of the contract. In the absence of this, it would appear there is no penalty for this.

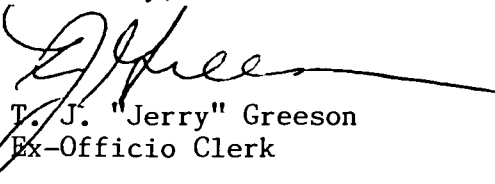
I know on the copy machines leased that I have in this office states that if funding for this office ceases, then the lease agreement is void with no penalty. I understand this to be the normal condition in leases with governmental bodies.

If there is such a penalty clause, I would like to have the benefit of a copy of said lease for the County Attorney to view. I cannot understand why you would have told Ms. Mixon there was no penalty clause or no problems.

In the event that Mr. Fulmer did keep said machine and there does exist a penalty clause and the contract with the Board of County Commissioners still remains in effect, I cannot understand why the existing rate under that contract would not be valid for Mr. Fulmer's office, instead of an increased rate which calls for a new agreement.

This matter needs to be resolved as soon as possible as the Board of County Commissioners has not authorized Mr. Fulmer funding for this increased rate.

Sincerely,



T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:ma



FLORIDA COOPERATIVE EXTENSION SERVICE
UNIVERSITY OF FLORIDA
INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES

COOPERATIVE EXTENSION SERVICE
SCHOOL OF FOREST RESOURCES AND CONSERVATION

AGRICULTURAL EXPERIMENT STATIONS
COLLEGE OF AGRICULTURE

REPLY TO: P. O. Box 488
Hilliard, Fla. 32046

November 23, 1981

Mr. Jerry Greeson, Clerk
Nassau County Board of Commissioners
P. O. Box 1010
Fernandina Bch., Fla. 32034

Dear Jerry:

Enclosed is bill for 545 copier rental for month of October 23 thru November 18.

Jerry, please be advised you and I have discussed this in depth and of this date we still do not have the rental arrangements concluded. Essentially the problem is rental rate of \$150.00 per month. I have not approved this bill for payment. If you will, please reconcile the amount the county is willing to pay Enfield's. The gentlemen placing the machine in my office was Mike Haines, Phone 1-800-342-5806.

Sincerely yours,

Judson T. Fulmer
Judson T. Fulmer
Nassau County Extension Director

JTF/enc

enclosure

ACCOUNT NO.
630905

Enfield's

PLEASE REMIT TO:
P. O. BOX 520367
MIAMI, FL 33152

ORIGINAL INVOICE

INVOICE DATE
11/18/81

4000 N.W. 30th AVE.
MIAMI, FL 33142
TEL. 633-1551

TOLL FREE
FROM ANYWHERE IN FLA.
TEL. 1-800-324-9335

1063 HAINES STREET
JACKSONVILLE, FL 32206
TEL. 355-4721

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NASSAU COUNTY BOARD OF
COMMISSIONERS
3RD AND PECAN
HILLIARD FL 32046

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NADINE CONNER

INVOICE NO.	CUSTOMER P.O. NO.	TERMS	SHIP VIA	ORDER NO.	ORDER DATE		
159394RI		NET		046615	11/18/81		
SPECIAL INSTRUCTIONS:							
ORDERED	SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	1		203400006	BOND COPIER RENTAL 11/81 SERIAL # 565A0000770 3M BRAND BUSINESS PRODUCTS CENTER	1	150.00	150.00
NO. OF PKGS.	NON-TAXABLE	TAXABLE	SALES TAX	MISC. AMOUNT	FREIGHT	PAY THIS AMT.	
0	150.00	0.00	0.00	0.00	0.00	150.00	

It is agreed by the purchaser that the equipment invoiced and delivered herewith, shall remain the property of the vendor until the terms of payment as specified herein have been fully complied with, and to that effect this agreement will act as a conditional sales contract as defined by the laws of the State of Florida. Amounts past due subject to legal interest. Service Charge 1 1/2% Per Mo. after 30 Days. (Annual Rate 18% Per Yr.)

Acknowledged and accepted in accordance with the terms hereof:

BILLICONS

Business Products

JVI

4000 N.W. 30TH AVE.
MIAMI, FLA. 33142
TEL. 633-1551

FT. LAUDERDALE, FLA.
TEL. 524-1577

1063 HAINES ST.
JACKSONVILLE, FLA. 32206
TEL. 355-0721

WAYCROSS, GA.
TEL. 285-5200

TOLL FREE
FROM ANYWHERE IN FLA.
TEL.: 1 (800) 342-6806

BILL TO	NAME <u>NASSAU COUNTY Board of Commissioners</u>
	ADDRESS <u>P.O. Box 488 3rd Floor</u>
	ADDRESS
	CITY <u>Hilliard</u> STATE <u>FL</u> ZIP

SHIP TO	NAME
	ADDRESS
	ADDRESS
	CITY STATE ZIP

Same

ACCT NO. 1	ACCT NO. 2	ORDER DATE <u>10-23-81</u>	SALESMAN <u>Haines</u>	NO <u>21</u>	PURCHASE ORDER REQ	YES NO	CUSTOMER P O NO.	SHIP VIA	SHIP DATE	INV. COPIES
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QUANTITY		STOCK NUMBER	TYPE	MODEL - SIZE	COLOR	SERIAL NO.	UNIT PRICE	UNIT OF ISSUE	D.	PRICE
SHIP	ORDER									
	<u>1</u>			<u>3M MODEL 545 Copier</u>			<u>\$150</u>	<u>1</u>		<u>\$150</u>
				<u>12 month Rental</u>						
				<u>includes 1500 copies/mo</u>						
				<u>1501 + @ .02/copy</u>						

CREDIT INFORMATION

Corporation Individual Partnership

If Corp. — Under what State Law: _____

Principal officers or partners of individual names

1. _____

2. _____

3. _____

Phone No. _____

Length of time in business in this area: _____

Current Customer

Name of your Bank: _____

Ch. Acct. Sav. Acct.

Name of individual at your bank who knows you: _____

References of Firms you do business with on open account.

1. _____

2. _____

3. _____

SALES <input type="checkbox"/>	SALES SUB TOTAL
RENTAL <input checked="" type="checkbox"/>	SALES TAX
LEASE <input type="checkbox"/>	SALES TOTAL
OTHER <input type="checkbox"/>	DEPOSIT
TERMS	BALANCE
C.O.D. <input type="checkbox"/>	
NET <input type="checkbox"/>	
OTHER <input type="checkbox"/>	

REMARKS: Discount on 368 Rental
SELECTED BY APPROVAL WITH
BOARD OF COUNTY COMMISSIONERS

X. Julian J. ...
 SIGNATURE OF BUYER AND TITLE

REF. NO.

RENTAL AGREEMENT

ENFIELD'S MIAMI PHOTO, INC., of P.O. Box 520167, Miami, Florida 33152, hereby rents the following personal property herein referred to as "Equipment":

Model Number: 545
Serial Number: _____
Selling Price: 1375.00

The term shall be 3 months beginning on the _____ day of _____ at a monthly rental of 125.00 (quarterly) plus all applicable taxes. The rental charges are due and payable quarterly in advance throughout the term of the agreement. *11/18/52 includes 1500 copy 1500 + .05 penalty*

1. Customer acknowledges receipt of Equipment, that same is acceptable in all respects, and that all necessary installation has been completed.
2. Customer agrees that the Equipment at all times will be located at 11111 11111 and will not be removed from said location without the written consent of Owner.
3. Customer agrees to return the equipment at the end of the term of this agreement in good and operating condition.
4. Customer will indemnify and save Owner harmless of, from and against all claims, costs, expenses, damages and liabilities resulting from or pertaining to the use and operation of Equipment during the term of this agreement or while Equipment is in possession of Customer and Agents.
5. Owner will provide all required maintenance due to normal usage, both parts and labor, to be furnished during normal business hours, five days per week.
6. Customer may purchase or lease Equipment by paying to Owner the purchase price of the Equipment, as stated above, less a credit as below specified of rentals paid:

- A) Within 1-90 Days 100%
- B) Within 91-180 Days 50%

See attached lease form for the terms under which Customer may lease the Equipment.

7. Unless notice of cancellation is provided by either party, in writing, 10 days prior to expiration of this agreement, this agreement will continue under the same terms and conditions.

8. In the event that any action is maintained by either party to this agreement the parties agree that Dade County, Florida shall be the forum therefor, and the Owner shall be entitled to recover its attorneys fees incurred plus the Customer shall pay interest on monies then owing at the highest legal contract rate.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the 2d Day of January.

ENFIELD'S MIAMI PHOTO, INC.

Board of County Commissioners
Customer Name

Billy L. Cook

Director of County Programs
Title

attn: bookkeeper
replied to the call of company