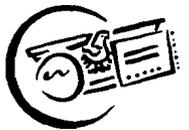


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STATE AND LOCAL GOVERNMENT TERM RENTAL AGREEMENT

Your Business Information

FULL LEGAL NAME OF RENTER <u>PUBLIC SAFETY NASSAU COUNTY</u>		DBA NAME	EMAIL ADDRESS	
BILLING ADDRESS <u>11 NORTH 14th STREET</u>		CITY <u>FERNANDINA</u>	STATE <u>FL</u>	
ZIP+4 <u>32034</u>	PHONE # <u>904-491-7525</u>	CONTACT NAME <u>SHERRY WRIGHT</u>	SEND INVOICE TO ATTN OF	
EQUIPMENT LOCATION (IF NOT SAME AS ABOVE)		CITY	STATE	ZIP+4
CREDIT CARD #	EXP DATE	NAME ON CARD	TYPE	
TAX EXEMPT #		SALES TAX (IF APPLICABLE)		
FISCAL FUNDING PERIOD FROM		TO	RENTER PO #	


Your Business Needs


Qty	Model	Equipment & Services Description	Equipment Description (New, Reconditioned, Demo, Newly Remanufactured)
1	5KPK	DM 300 DIGITAL MARKING MACHINE	
1	F9SA	DM SERIES PROFESSIONAL INSTALLATION	
1	F900	DM 300 DIGITAL SYSTEM METER	
1	5K00	516 INTEGRA SLATE	

CHECK ITEMS TO BE INCLUDED IN YOUR TOTAL RENTAL PAYMENT

- Equipment Maintenance Agreement On Rental
- Soft-Guard Agreement
- Software Maintenance Agreement
- Meter On Rental
- Renter Retains Title

ATTEST:

J. M. "Chip" Oxley, Jr.
 Ex-Officio Clerk

 Approved as to Form by the
 Nassau County Attorney

Michael S. Quinn


Your Payment Plan

 Initial Rental Term Billing
 Frequency Monthly Quarterly Other (specify _____)

# Of Months	Monthly Amount
First <u>54</u> <u>63</u> <u>63</u>	\$ <u>776.00</u> <u>147.00</u>
Next	\$

Initial Check Amount \$ _____

SIGNATURE
 PRINT NAME J. M. Oxley, Jr. Clerk of Circuit Court
 PB ACCOUNT REP NAME SEBASTIAN Wozniak EMPLOYEE # 712881

TITLE _____
 DATE _____
 DISTRICT NAME & # JAX 024

PB ACCEPTED BY _____ TITLE _____ DATE _____

EXECUTIVE OFFICE: 27 WATERVIEW DR • SHELTON, CT 06484-4361 • EQUIPMENT VENDOR: PITNEY BOWES INC. • FOR SALES AND SERVICE CALL 1-800-322-8000

2. **TERM.** This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) the occurrence of an event of default; or (ii) a non-appropriation and your election to terminate this Agreement under Section 1; or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this Agreement.

3. **EQUIPMENT MAINTENANCE AGREEMENT ("EMA").** If you select Equipment Maintenance, we shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. We may assess additional hourly charges for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

4. **SOFT-GUARD AGREEMENT.** If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g., required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by this SOFTGUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.

5. **SOFTWARE MAINTENANCE AGREEMENT ("SMA").** If you select Software Maintenance, we shall provide, under the SMA, at no additional charge toll free telephone technical assistance relating to software programs and updated versions i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.

6. **METER BILLING.** If you select Meter on Rental, you have entered into a Postage Meter Rental Agreement. Refer to your Postage Meter Rental Agreement for its terms and conditions. Notwithstanding anything contained herein, any meter(s) will at all times remain our property.

7. **AUTOMATIC PROM REPLACEMENT.** If you did not select SOFT-GUARD, we shall provide without further request from you Automatic PROM Replacement, embodying software or rate changes. You shall receive notice when replacements become available, and may order replacements at that time. We do not undertake to provide replacement PROMs whenever there is a change in a carrier's service coverage. You agree to pay the then-current list price for each PROM ordered for delivery with the Equipment or supplied under the above

terms, except that there shall be no charge for the replacement PROMs issued within 90 days after the Equipment installation.

8. **WARRANTIES.** We warrant the Equipment, PROM's and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROM's and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROM's or Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROM's and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. THIS IS THE ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROM'S AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROM'S OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

9. **COMPUTATION OF TOTAL PAYMENT.** You shall pay each and every Total Payment for the entire Initial Rental Term. The amount of each Total Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement(s), less any product discount/allowance), plus amounts due for additional services selected by you, such as EMA, SOFT-GUARD Agreement, SMA, and Meter On Rental. We may increase the Total Payment as a result of any increases in: taxes as provided in Section 12, or meter rental charges. You authorize Pitney Bowes Credit Corporation ("PBCC"), as our billing and collection agent, to charge the Credit Card specified hereinabove (the "Credit Card") on the due date specified in each Invoice for the full amount of the Total Payment. Immediately after the charge, PBCC shall notify you at your Billing address specified hereinabove of each Total Payment charged against the Credit Card. You authorize PBCC to charge the first Total Payment after the Equipment has been delivered by us, and to continue to charge the Credit Card for the entire Initial Rental Term of the Agreement.

10. **PURCHASE ORDER USE.** You may use a Purchase Order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for the ancillary services set forth in Sections 3 - 6.

11. **INSURANCE.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us and (b) public liability and property damage insurance naming us as an additional insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay Total Payments or any other obligation under this Agreement.

12. **TAXES; NO LIENS.** You shall pay or reimburse us, as we direct, for all charges and taxes incurred by us which are based on or measured by this Agreement, the billing or receiving of Total Payments, documentation relating to this Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes), possession, or use of the Equipment, meters, or software and you shall reimburse us for all taxes and charges incurred by us as a result of doing business in the location where the Equipment is installed or your billing location. You shall keep the Equipment, meters, and software free and clear of all liens and encumbrances. Your obligations under this Section shall commence upon Agreement execution and survive termination or cancellation of this Agreement.

13. **DEFAULT.** If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option and without demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the entire Initial Rental Term to be immediately due and payable, and pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

14. **NOTICES.** All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address on the reverse side hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

15. **REPRESENTATIONS; MISCELLANEOUS.** You represent and warrant that: (a) you are duly authorized by a Resolution of your Governing Body to execute and deliver this Agreement and that all procedures have been met so that this Agreement is enforceable; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file a Form 8038-GC (or, as necessary, Form 8038-G), or any revised or renumbered form with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a book entry system as required by Section 149(a) of the Code; and you are (and shall continue to be) a public body, corporate and politic, and that any obligation arising out of this Agreement constitutes an obligation issued on your behalf, within the

meaning of Section 103 of the Code. You acknowledge that this Agreement is entered into based on the assumption that all interest derived hereunder is exempt from Federal income taxes under Section 103(a) of the Code. A portion of each Total Payment you shall pay includes deferred interest; we shall calculate the amount of deferred interest included in your Total Payments, and notify you of that amount subsequent to the date of this Agreement. If any deferred interest is determined not to be exempt from taxes in accordance with Section 103(a) of the Code, your Total Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Credit Corporation service this Agreement for us.

16. **TITLE; SECURITY AGREEMENT; PERSONAL PROPERTY.** Unless otherwise requested by you, title to the Equipment (excluding any meter(s) which at all times remain our property) shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 1. If you have not requested us to retain title to the Equipment, you grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title). In all events, we shall retain no interest in the Equipment after you have fulfilled all of your obligations under this Agreement, including your obligations to pay each and every Total Payment, as shown above. The Equipment shall remain personalty and not realty.

17. **SURRENDER.** If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make Total Payments and to insure the Equipment.

18. **DOCUMENTATION FEE.** If you and we have agreed, a one-time documentation fee to cover the origination, sales, processing and other costs associated with this Agreement is included in your Equipment cost and made a part of your Total Payment.

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Approval of a rental agreement with Pitney Bowes, Inc. for a DM300 Digital Mailing Machine and related equipment for the Public Safety Department at a cost of \$147 per month for 63 months.

2003 JUN 20 AM 10: 04

MEMORANDUM

TO: TOM KOCHHEISER, EMERGENCY SERVICES
FROM: SUSAN ABELS, OFFICE MANAGER *SAA*
PUBLIC WORKS ADMINISTRATION
DATE: JUNE 16, 2003
RE: CONTRACTS, LEASES, & AGREEMENTS, ETC.

.....
AS PER MR. OXLEY'S REQUEST TO ME ON JUNE 12, 2003, I AM COLLECTING ALL ORIGINAL CONTRACTS, LEASES, AND AGREEMENTS, ETC. FOR THE BOCC RECORD FILE.

PLEASE FORWARD THE ORIGINALS TO MY ATTENTION VIA INTEROFFICE MAIL OR US MAIL AS LISTED BELOW:

SUSAN ABELS
PUBLIC WORKS ADMINISTRATION
213 NASSAU PLACE
YULEE, FL 32097

904-491-3606 X 107 OFFICE
904-753-4046 CELL

EMAIL: sabels@nassaucountyfl.com

PLEASE HAVE THESE TO ME NO LATER THAN JULY 1, 2003. IF YOU DESIRE A CERTIFIED COPY FOR YOUR FILES, PLEASE ATTACH A NOTE INDICATING SUCH AND THE CLERK'S OFFICE WILL FORWARD ONE TO YOU FOR YOUR FILES.

PLEASE CALL OR EMAIL TO CONFIRM RECEIPT OF THIS REQUEST.

YOUR APPRECIATION IS APPRECIATED. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.

CC: J.M. "CHIP" OXLEY, CLERK OF COURT

cc: Nancy Freeman

6/24/03
To: Susan Abels -
Enclosed is original
Pitney Bowes, Inc.
rental agreement.
Thank you,
Penny Smith

Rec'd
6/26/03
SAA