

PURCHASE OPTION ADDENDUM

Lease # 85

This **Purchase Option Addendum** is made part of the Lease Agreement between **Riverside Leasing Company**, as Lessor, and **Nassau County Board of County Commissioners**, as Lessee, dated October 24, 2000.

If Lessee is not in default under the terms of this lease or any other agreement with Lessor, Lessor hereby grants to Lessee the option, at the end of the original or any renewal term of the Lease, upon thirty (30) days prior written notice, to purchase the Equipment in whole, and not in part, on an as-is, where-is basis for One and no/100 Dollar (\$1.00).

LESSOR:

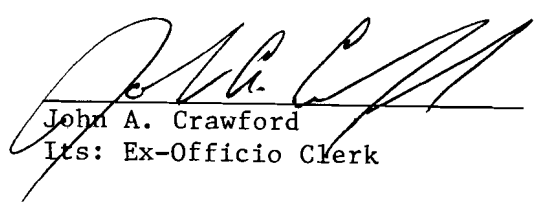
RIVERSIDE LEASING COMPANY

By: Print Name: Title: Date: as of 10/24/00

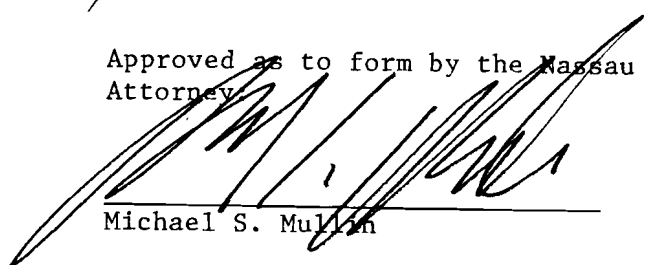
LESSEE:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERSBy: Print Name: Ansley N. AcreeTitle: ChairmanDate: as of 10/24/00

ATTEST:


John A. Crawford

Its: Ex-Officio Clerk

Approved as to form by the Nassau County
Attorney
Michael S. Mullin

Agenda Request For: January 24, 2004

Department: Human Resources *Admin Services*

Background: Presently, the Human Resources Department has a maintenance agreement on a Savin 9945DPE copier that was given to them per the BOCC on 12/22/03. Per Ron Chapman, Adam Remco Sales Representative, Nassau County owns the copier. However, Riverside Leasing company states that Nassau County does not own the copier and that the attached Purchase Option Addendum regarding the Savin 9945DPE needs to be signed for Nassau County to take ownership of the copier. The cost of the copier per the Purchase Option Addendum is \$1.00. (Riverside Leasing to Invoice for \$1.00). The Human Resources would like to keep the copier.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Action requested and recommendation: For the BOCC to approve Chairman to sign the Purchase Option Addendum giving ownership of the Savin 9945DPE to NCBC for Human Resources Department use. (Tab A)

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 01122513-552640 - \$1.00

Reviewed by:

Department Head

Cathy Lins 1/14/05

Legal

SR Jaryra 1/14/05

Finance

Administrator

[Signature]

Grants

[Signature]

Revised 12/04

05 JAN 14 AM 9:55

1-27-05
originals to
Patsy for
signature of
Riverside -
Self address
Envelope
included

01/04/2005
08:50:52

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT
EXPENDITURES

PAGE 1
glytbdud

FOR 2005 99

| 001 | GENERAL FUND | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------------------------------|-----------------------------------|--------------------|----------------------|-------------------|--------------|--------------|---------------------|-------------|
| ----- | | | | | | | | |
| 001 GENERAL FUND | | | | | | | | |
| ----- | | | | | | | | |
| 01122513 HUMAN RESOURCES DEPARTMENT | | | | | | | | |
| ----- | | | | | | | | |
| 01122513 | 512000 REGULAR SALARIES AND WAGES | 152,655 | 0 | 152,655 | 34,949.16 | .00 | 117,705.84 | 22.9% |
| 01122513 | 513000 OTHER SALARIES/WAGES(NO RE | 8,000 | 0 | 8,000 | 2,212.70 | .00 | 5,787.30 | 27.7% |
| 01122513 | 514000 OVERTIME | 500 | 0 | 500 | 2.69 | .00 | 497.31 | .5% |
| 01122513 | 515000 SPECIAL PAY (NO RETIREMENT | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 521010 FICA TAXES | 9,992 | 0 | 9,992 | 2,276.31 | .00 | 7,715.69 | 22.8% |
| 01122513 | 521020 MEDICARE TAXES | 2,337 | 0 | 2,337 | 532.39 | .00 | 1,804.61 | 22.8% |
| 01122513 | 522000 RETIREMENT | 13,194 | 0 | 13,194 | 2,582.97 | .00 | 10,611.03 | 19.6% |
| 01122513 | 523010 LIFE & HEALTH INSURANCE | 17,288 | 0 | 17,288 | 4,321.77 | .00 | 12,966.23 | 25.0% |
| 01122513 | 524010 WORKERS' COMPENSATION | 972 | 0 | 972 | .00 | .00 | 972.00 | .0% |
| 01122513 | 525000 UNEMPLOYMENT COMPENSATION | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 531000 PROFESSIONAL SERVICES | 7,000 | 0 | 7,000 | .00 | .00 | 7,000.00 | .0% |
| 01122513 | 531031 EMPLOYEE PHYSICALS | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 531035 DRUG TESTING | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 01122513 | 531037 EMPLOYEE ASSIST PROGRAM(EA | 7,431 | 0 | 7,431 | 3,715.20 | .00 | 3,715.80 | 50.0% |
| 01122513 | 531201 PROF SERVICES-ATTORNEY | 5,000 | 0 | 5,000 | 1,436.00 | .00 | 3,564.00 | 28.7% |
| 01122513 | 533000 COURT REPORTER SERVICES | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 534000 OTHER CONTRACTUAL SERVICES | 60 | 76 | 136 | 21.59 | .00 | 114.41 | 15.9% |
| 01122513 | 540000 TRAVEL & PER DIEM | 2,132 | 0 | 2,132 | .00 | .00 | 2,132.00 | .0% |
| 01122513 | 541000 COMMUNICATIONS/FREIGHT | 2,250 | 0 | 2,250 | 350.32 | .00 | 1,899.68 | 15.6% |
| 01122513 | 541020 POSTAGE | 1,750 | 0 | 1,750 | 122.56 | .00 | 1,627.44 | 7.0% |
| 01122513 | 543000 UTILITY SERVICES | 2,000 | 0 | 2,000 | 817.36 | .00 | 1,182.64 | 40.9% |
| 01122513 | 544000 RENTALS/LEASES | 2,100 | -1,200 | 900 | 52.09 | .00 | 847.91 | 5.8% |
| 01122513 | 544030 RENTAL/LEASES-CULLIGAN | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 545000 INSURANCE | 27,170 | 0 | 27,170 | .00 | .00 | 27,170.00 | .0% |
| 01122513 | 546000 REPAIRS & MAINTENANCE | 750 | -76 | 674 | 55.00 | .00 | 619.00 | 8.2% |
| 01122513 | 546020 MAINTENANCE SERVICE CONTRA | 4,010 | 1,200 | 5,210 | 1,182.34 | .00 | 4,027.66 | 22.7% |
| 01122513 | 547000 PRINTING & BINDING | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 01122513 | 549000 OTHER CURRENT CHGS | 300 | 0 | 300 | .00 | .00 | 300.00 | .0% |
| 01122513 | 549002 ADVERTISING | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 01122513 | 549004 TEMP SERVICES | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 01122513 | 549081 BACKGROUND CHECK | 50 | 0 | 50 | 8.12 | .00 | 41.88 | 16.2% |
| 01122513 | 549082 RECEPTIONIST ALLOCATION | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 549084 COST ALLOCATION PLAN | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 551000 OFFICE SUPPLIES | 4,000 | 0 | 4,000 | 622.42 | .00 | 3,377.58 | 15.6% |
| 01122513 | 552000 MISCELLANEOUS SUPPLIES | 500 | 0 | 500 | 132.05 | .00 | 367.95 | 26.4% |
| 01122513 | 552020 GAS, OIL & LUBRICANTS | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 01122513 | 552640 EQUIPMENT <\$750 | 1,750 | 0 | 1,750 | 475.00 | .00 | 1,275.00 | 27.1% X |
| 01122513 | 554000 DUES/SUBSCRIP/TRAINING | 3,694 | 0 | 3,694 | 384.00 | .00 | 3,310.00 | 10.4% |

Tab A

PURCHASE OPTION ADDENDUM

Lease # 85

This **Purchase Option Addendum** is made part of the Lease Agreement between **Riverside Leasing Company**, as Lessor, and **Nassau County Board of County Commissioners**, as Lessee, dated October 24, 2000.

If Lessee is not in default under the terms of this lease or any other agreement with Lessor, Lessor hereby grants to Lessee the option, at the end of the original or any renewal term of the Lease, upon thirty (30) days prior written notice, to purchase the Equipment in whole, and not in part, on an as-is, where-is basis for One and no/100 Dollar (\$1.00).

LESSOR:

RIVERSIDE LEASING COMPANY

By: _____

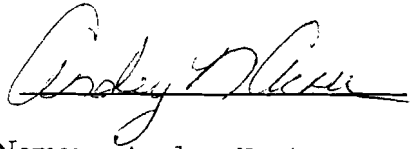
Print Name: _____

Title: _____

Date: as of 10/24/00

LESSEE:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

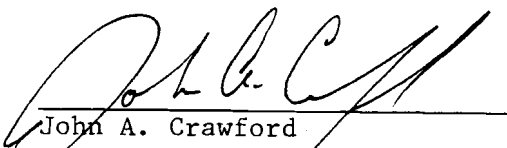
By: 

Print Name: Ansley N. Acree

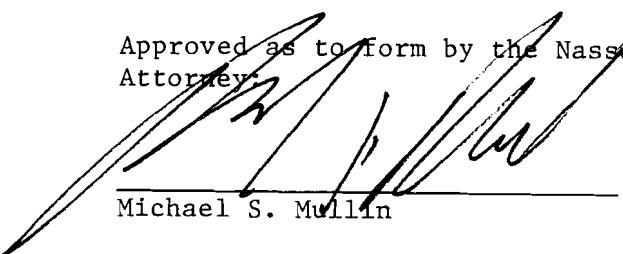
Title: Chairman

Date: as of 10/24/00

ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the Nassau County
Attorney:


Michael S. Mullin



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
96160 Nassau Place
Yulee, Florida 32097

Michael Mahaney – County
Administrator

Cathy Lewis – Interim
Administrative Services
Director

RECEIVED
11/3/05

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MEMORANDUM

TO: Mike Mullin, County Attorney

FROM: Sue Butler, Administrative Services Department

SUBJECT: Purchase Option Addendum (Copier in Human Resources Department)

DATE: December 29, 2004

Please see the attached Purchase Option Addendum regarding the Savin 9945DPE copier in the Human Resources Department. Below are the sequences of events regarding the above copier:

- 10/24/00 Walt Gossett, County Coordinator, signs lease agreement for a new copier for the County Coordinators office for a Savin 9945DPE copier with Riverside Leasing Company, via an Adams Remco Sales Representative. Lease # 85 for \$407.38 for 36 months. (Lease not a lease to Purchase)
- 10/09/03 Beth McDonald, County Coordinators office, signs a new lease agreement for a new Copier for the County Coordinators office for a Savin 4045SP with Riverside National Bank, via Ron Chapman, Adams Remco Sales Representative. Ron Chapman states that the old copier, Savin 9945DPE, belongs to Nassau County per our Municipal Lease Agreement (Lease # 85).
- 11/20/03 see memo from Beth McDonald to Board of County Commissioners regarding the Savin 9945DPE to be given to the Yulee County Building to use for Board meetings etc.
- 12/22/03 the Board of County Commissioners approved that the Savin 9945DPE be taken from the Yulee County Building and given to the Human Resources Department for use.
- 08/20/04 letter from Riverside Leasing Company looking for proof of current Commercial insurance regarding the Lease # 85 Savin 9945DPE.

- 09/30/04 Invoice number 85 amount \$199.34 for Property Tax Charge on Lease # 85 for Savin 9945DPE
- 10/04/04 Letter from Riverside Leasing Company regarding lease # 85 for Savin 9945DPE stating that Nassau County has 3 options regarding Savin 9945DPE copier
 1. Purchase
 2. Renew Lease
 3. Return Equipment

Patsy Bunch, Human Resources Department, sent the following responses:

- 09/29/04 Memo to Lisa Gregory/Mike Mahaney regarding a draft to Riverside Leasing Company stating that Insurance is no longer needed Nassau County owns copier
- 10/26/04 fax to Ron Chapman, Adams Remco Sales Representative regarding ownership of the Savin 9945DPE copier.

Per meeting 12/17/04 with Ron Chapman, Adams Remco Sales Representative, Ron Stated that if County wants to take ownership of the Savin 9945DPE copier that the Purchase Option Addendum will need to be signed. Human Resources currently have a maintenance agreement for the 04/05 budget year on the copier and would like to keep the copier for their use. Please review for legality and advise.

CC: Mike Mahaney, County Administrator
 Chile Pope, Human Resources
 Patsy Bunch, Human Resources

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LESSOR:

RIVERSIDE LEASING COMPANY

By: _____

Print Name: _____

Title: _____

Date: as of 10/24/00

LESSEE:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

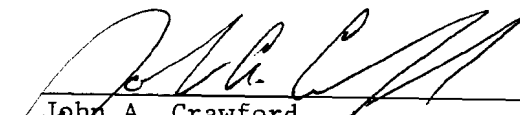
By: 

Print Name: Ansley N. Acree

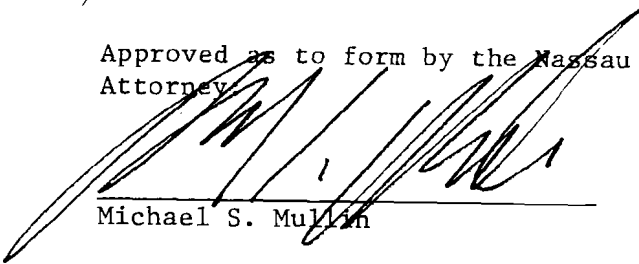
Title: Chairman

Date: as of 10/24/00

ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the Nassau County
Attorney


Michael S. Mullin

RIVERSIDE

LEASING COMPANY

MUNICIPAL LEASE AGREEMENT

| | |
|----------------------------|---------------------|
| LEASE COMMENCEMENT DATE | MUNICIPAL LEASE NO. |
|----------------------------|---------------------|

| SELLER/VENDOR INFORMATION | | |
|--|--------------------|--------------------------------|
| SELLER/VENDOR COMPANY NAME ADAMS Remco INC | | |
| ADDRESS 3611 S.F. Smiths Bluff #7 | | |
| CITY Jacksonville | STATE FL | ZIP 32224 |
| SALES REP. JKS403 | | PHONE (904) 996-8001 |

| NUMBER & AMOUNT OF LEASE PAYMENTS | |
|---|--|
| The original term of this lease shall be <u>36</u> months plus such renewals or extensions as may be agreed upon from time to time. | |
| The monthly rental payments (exclusive of applicable sales or property taxes if any) shall be as follows: | |
| \$ <u>383.80</u> ^{407.68} | per month for the first <u>36</u> months. (Plus applicable sales taxes, if any) |
| \$ _____ | per month for the following _____ months. (Plus applicable sales taxes, if any) |
| Self Insured | Yes _____ No _____ APR _____ % |

| GOVERNMENTAL LESSEE INFORMATION | | | |
|---|-------------------------|--------------------------------|---------------------|
| FULL LEGAL NAME Nassau Co. Board of Co. Comm. | | | |
| County Coordinator's Office | | | |
| BILLING ADDRESS 3163 Bailey Rd. | | | |
| CITY Fernandina Bch | COUNTY Nassau | STATE FL | ZIP 32034 |
| SEND INVOICE TO ATTENTION OF Marionette Mack | | PHONE (904) 321-5782 | |

| EQUIPMENT DESCRIPTION | | | |
|---|--------|-------|-----|
| EQUIPMENT LOCATION IF NOT SAME AS ABOVE | | | |
| CITY | COUNTY | STATE | ZIP |
| QUANTITY (1) MAKE, MODEL NO. SERIAL NO. SNIN 7945DAE ADOF paper Bank, KIN 3000 3 Hole punch, Print Cont. NTC, Line Card | | | |

Lessor is authorized to insert detailed description adding model and serial numbers, accessories and parts.

Non-Cancelable Lease. This lease cannot be canceled or terminated except as expressly provided herein.

The undersigned Lessor hereby agrees to lease to the undersigned Lessee, and Lessee hereby agrees to lease and rent from the Lessor, the equipment and personal property above described (or in the schedule, if any, annexed) with all replacement parts, repairs, additions, and accessories incorporated therein and/or affixed thereto (collectively referred to as the "Equipment" and/or "Property") subject to the terms and conditions stated below and on the reverse side hereof.

1. **TERM and PAYMENTS: ACCEPTANCE OF PROPERTY.** Subject to the conditions hereinafter stated and on the reverse side hereof, this lease shall be for the term above stated, commencing with delivery of the Equipment described above to Lessee or to an agent of Lessee, which shall be evidenced by Lessee's execution of a Certificate of Acknowledgement and Acceptance of Leased Equipment made a part of this Agreement, as further proof of such commencement. Upon delivery of the Certificate of Acknowledgement and Acceptance, Lessee has no right to revoke, reject or repudiate the Equipment. Lessee agrees to pay the total rental for the term, which shall be the total amount of all rental payments stated above. All monthly payments of rental shall be payable on the commencement date of this lease and on the same day of each month thereafter and sent to the address directed by Lessor, or its successors or assigns. Provided however, that neither the Lessee nor any political subdivision thereof shall be obligated to pay any sums due to Lessor hereunder from ad valorem taxes. The rental payments hereunder shall be absolute and unconditional without abatement, set-off, or counterclaim.

Lessee intends the rental payments hereunder to be absolutely net to Lessor, and Lessee shall comply with the laws with respect to, and shall pay all taxes, license and registration fees, and similar charges imposed on the ownership, possession, or use of the Equipment during the term of this lease and shall pay all taxes imposed on Lessor or Lessee with respect to the rental, payments and leasing of the Equipment, except Federal or State net income taxes imposed on Lessor.

The Equipment identified herein shall be purchased from such vendors as are selected by Lessee; provided, however that upon execution hereof Lessee shall thereby represent and warrant to Lessor that Lessee has executed a binding obligation to purchase the Property. Such Property shall be delivered to the Lessee free and clear of all liens and encumbrances or interests of any party therein except the interests of the Lessee and Lessor hereunder. The Lessee shall at all times keep the Property free of any liens or encumbrances. Lessor shall not pay any monies to the vendor or the Lessee for payment to the vendor until Lessee certifies to the Lessor that Lessee has accepted the Equipment hereunder.

Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to the Lessor. Lessee will not change or remove any tags, insignia, or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon indicating Lessor's ownership thereof, and at any time during the lease term, upon request of Lessor, will affix to the Equipment in a prominent place, labels, plates, or other marking supplied by Lessor stating that the Equipment is owned by Lessor. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through

Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall not so affix the Equipment to realty so as to change its nature to real property and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed. Lessee shall keep the Equipment at the location shown above, and shall not remove the Equipment without the consent of the Lessor.

2. **TAXES.** While subject to this lease and in addition to the payments to be made pursuant to Paragraph (1) hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand an amount equal to all license, assessments, sale, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, whether imposed at the inception or during the lease term, together with any penalties, fines or interest thereon imposed against or on Lessor, or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for the Equipment, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment with due diligence and by appropriate proceedings provided such contest does not involve any adverse risks to Lessor's interest hereunder.

3. **LESSEE'S COVENANTS and REPRESENTATIONS.** Lessee covenants and represents as follows:

(a) Lessee is a governmental entity and political subdivision of the state of Florida, duly created and existing pursuant to the laws of the State of Florida, and has the full power and authority to enter into this Agreement and has taken all appropriate steps to authorize the acquisition of the Property pursuant to this Agreement and upon execution hereof by Lessee, this Agreement shall constitute a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

(b) All payments hereunder have been, and will be duly authorized and paid when due out of funds then on hand and legally available for such purpose. Lessee will to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget request for each successive fiscal period during the Term of this Agreement a sufficient amount to permit Lessee to discharge all its obligations hereunder and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder.

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or the expenditure of funds pursuant to this Agreement.

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct.

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and Lessee will not give priority or parity in the appropriation of funds to the acquisition or use of any substitute property for purposes or functions similar to the Property's or for the procurement of services from a third party which services are substitute for the utilization of the Property by the Lessee.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder.

(g) Lessee's right to terminate this Agreement as specified in Paragraph 11 hereof was not an independently bargained for consideration, but was concluded solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) Lessee has on hand and legally available, funds from sources other than ad valorem taxes sufficient to make all payments due under this Agreement during the current fiscal year of Lessee.

(i) The Lessee has reviewed its projected revenues and its expenses and reasonably expects that it shall have on hand and legally available, funds from sources other than ad valorem taxes sufficient so to timely make all payments as they become due under this Agreement during the Term hereof.

(j) Lessee shall make appropriations for payments for each fiscal period or periods only from sources of funds which are legally available to make payments under this Agreement, and from sources of funds other than ad valorem taxes.

(k) All required public bidding procedures regarding the award of this Agreement and the selection and acquisition of the Property have been complied with by Lessee.

4. **USE and LICENSES.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons. Only Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of governmental authority or in violation of any policy of insurance required pursuant to Paragraph 8 hereof, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the Property at the location stated on the certificate of Acceptance executed by Lessee upon delivery of the Property, until Lessor in writing permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. License plates used on the Property shall be issued to and in the name of the Lessee. If a certification of title is issuable with respect to the Property, it shall be delivered to the Lessee showing title to be in the Lessee.

5. **MAINTENANCE.** Lessor shall not be obligated to make any repairs or replacements to the Property. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others, and shall become part of this Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance, and preservation of the Property and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

6. ALTERATIONS.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property, such equipment or accessories as may be necessary or convenient

to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. In that event all such equipment or accessories shall become the property of Lessor together with the Property.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

7. **DAMAGE TO OR DESTRUCTION OF PROPERTY.** Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever and no loss, damage, theft, or destruction of the Property shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement.

(a) In the event that all or any part of the Property is lost, stolen, destroyed or damaged beyond repair, Lessee shall replace the same with like Property in good repair of like value at Lessee's sole cost and expense as soon thereafter as possible, but in no event later than 60 days after such occurrence, and any such replacement shall become subject to this agreement. Insurance proceeds received by Lessor with respect to any such casualty shall be paid to Lessee if such Property is replaced by Lessee as required hereunder.

8. **INSURANCE.** Lessee shall, for the term of this Agreement, at its own expense, maintain comprehensive liability insurance with respect to the Property insuring against such risks and in such amounts as are reasonably required by Lessor from time to time. In addition, Lessee shall, for the term of this Agreement, at its own expense maintain casualty insurance with respect to the Property, insuring against customary risks with coverage at all times not less than the remaining Principal Balance determined as of the end of Lessee's preceding fiscal year. All insurance policies shall be with insurers authorized to do business in the state where the Property is located and shall name both Lessor and Lessee as insured as their respective interests may appear. Insurance proceeds from casualty losses shall be payable to the Lessee and, at the option of the Lessee, shall be applied to either (a) the replacement, repair or restoration of the Property or, (b) payment of Balance Due Lessor (as defined hereafter). Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts. In the event Lessee fails, for any reason, to comply with the requirement of this Paragraph, Lessee shall indemnify and save harmless, and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

9. **INDEMNIFICATION.** Lessee shall indemnify and save harmless Lessor and its agents, employees, officers and directors from and, at Lessee's expenses, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property whether caused in whole or in part by Lessor's fault. All amounts which become due from Lessee under this Paragraph 9 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by the Lessee within thirty (30) days following demand therefor by Lessor and Lessee's obligations under this Paragraph 9 shall survive the termination or expiration of this agreement.

10. **NO REPRESENTATION OR WARRANTIES BY LESSOR.** Lessee requests Lessor to purchase the Equipment from a seller (the "Seller") and arrange for delivery to Lessee at Lessee's expense, which shall be deemed complete upon Lessee's acceptance. Lessor shall have no responsibility for delay or failure of Seller to deliver the Equipment. **THE LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE, AND LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, CAPACITY AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR AND LESSOR'S ASSIGNEES, LESSEE LEASES THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS". LESSOR AND LESSOR'S ASSIGNEE SHALL**

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

Lessee hereby acknowledges receipt of the equipment described in its Lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the lease.

SIGNATURE

TITLE County Coordinator

DELIVERY & ACCEPTANCE DATE

10/24/00

SIGNATURE

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED OFFICIAL OF THE GOVERNMENTAL LESSEE ABOVE.

TITLE (TYPE NAME)

County Coordinator - Walt Gossett

WITNESS

SIGNATURE

PRINT NAME & TITLE

Ruth McDonald

NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY ADJUSTMENT THERETO, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER, OR FOR CONSEQUENTIAL OR ANY INCIDENTAL DAMAGES HOWSOEVER CAUSED. LESSOR MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY OR ANY OTHER MATTER, NOR SHALL ANY SUCH REPRESENTATION OF WARRANTY BY THE SELLER TO THE LESSEE BE BINDING ON THE LESSOR NOR SHALL ANY SUCH BREACH RELIEVE LESSEE OF OR IN ANY WAY REDUCE ANY OF THE LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN. THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY SHALL APPLY WITH EQUAL FORCE AND EFFECT TO ANY CLAIMS OF ANY THIRD PARTY AGAINST LESSOR OR LESSOR'S ASSIGNEE. If the Equipment is not properly installed, does not operate as represented or warranted by Seller or is unsatisfactory for any reason, Lessee shall make any claim or account thereof solely against the Seller and shall nevertheless pay Lessor all rent payable under this lease. No representation or warranty as to the Equipment or any other matter by the Seller or manufacturer to the Lessee shall be binding on the Lessor nor shall any breach by the Seller or manufacturer relieve Lessee of, or in any way reduce, any of the Lessee's obligations to the Lessor as set forth herein. Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against the Seller for breach of warranty or representation respecting the Equipment. Lessee understands and agrees that neither the Seller nor any agent of the Seller is an agent of Lessor and that neither the Seller nor its agent is authorized to waive or alter any term or condition of this lease.

11. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

Lessee is a bona fide governmental entity of the State of Florida with Lessee's fiscal year ending on _____ of each calendar year. If Lessee does not appropriate sufficient funds to continue making the payments required under this agreement for any of Lessee's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Lessee's obligation under this Agreement were last appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further rental payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Property for Lessee's fiscal year during which the execution by Lessee of this Agreement occurred. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 11 which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal year for which appropriation for the Property were made) and shall advise the Lessor of the location or locations where the Equipment may be found on the Termination Date. In the event of an early termination of this Agreement under this Section, all obligations of the Lessee to make rental payments which would otherwise be due hereunder after the termination Date shall cease and the Termination Procedure (see Section 13 hereof entitled "Termination") shall apply to the Property as to which this Agreement is terminated. Lessee agrees: (i) not to terminate this Agreement under this Section 11 if any funds are appropriated to it for the fiscal year next succeeding the fiscal year of termination, for either (a) the acquisition (by purchase or lease) of other functionally similar equipment or (b) the procurement of services from a third party, which services are functionally similar to the utilization of the Property by the Lessee, (ii) to expressly include in the Lessee's proposed budget appropriations each entry for payments due under this Agreement, and (iii) to comply with all other covenants and representations, as set forth in paragraph 3 above.

12. DEFAULT AND LESSOR'S REMEDIES.

(a) The occurrence of one or more of the following events shall constitute Event of default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.

- (1) Lessee's failure to make any payment hereunder when due;
- (2) Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of ten (10) days after notice in writing thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- (4) Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this agreement or any interest herein, or any part of the Property or any interest therein.
- (5) Lessee becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or substantial part of its property, or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its Property and is not discharged within sixty (60) days; or any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee, or is not dismissed within 60 days.
- (b) Upon the occurrence of any Event of Default specified herein Lessor

may in its sole discretion exercise any or all of the following remedies in addition to any other remedies existing under law or in equity:

- (1) Accelerate all payments remaining due for the entire term of this Agreement, and enforce this Agreement by appropriate action to collect from general revenues of Lessee not arising from ad valorem taxation and which are otherwise legally available therefore amounts due or to become due hereunder, by acceleration or otherwise.
- (2) Terminate this Agreement, in which event, upon demand by Lessor the following procedure (the 'Remedy Procedures') shall apply:

(a) **LESSEE RIGHT OF DISPOSITION.** Lessee shall (i) immediately cease any use of the Property and cause the Property to be stored in an appropriate place, (ii) use its best efforts at Lessee's expense to dispose of the Property within 60 days from receipt of such written demand for an amount which shall approximate the equipment's 'Fair Market Value' (as defined hereafter), as determined by a qualified appraiser. The proceeds from the sale of the equipment shall be forwarded directly to Lessor and applied to the Balance Due Lessor. If the proceeds are less than the Balance Due Lessor, the lessee shall pay the deficiency to Lessor. If the proceeds exceed Balance Due Lessor, Lessee shall keep the overage.

(b) **DELIVERY TO LESSOR.** If Lessee fails or refuses to dispose of the Property within that 60 day period, the Lessee shall, at its expense, cause possession of the Property together with all documents necessary to transfer legal and beneficial title thereto and possession thereof to Lessor and to evidence the termination of all of Lessee's interest in the Property to be delivered at Lessor's direction consistent with the terms hereof. Lessor may then dispose of Property and the proceeds from the sale of the Property shall be applied to the Balance Due Lessor. If the proceeds are less than the Balance Due Lessor, the Lessee shall pay the deficiency to Lessor.

The term 'Balance Due Lessor' shall mean the sum of all payments remaining due for the entire term of this Agreement.

(c) Notwithstanding a return of the Property to the Lessor hereunder, Lessee shall remain liable to Lessor for any damages caused Lessor as a result of any breach of the provisions of this Agreement relating to matters other than rent payments; provided, however, that Lessor may recover any such amounts only from general revenues of Lessee which do not arise from ad valorem taxes and are otherwise legally available therefor, to the extent available.

13. TERMINATION PROCEDURE. Lessee shall, upon any termination hereof pursuant to Paragraph 11 hereof deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Paragraph 13, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the period from the date of termination of this Agreement to the date Lessor either obtains possession of the Property or collects the Balance Due Lessor, monthly rental in the amount set forth above.

In the event Lessor is entitled under the provisions of this Lease to obtain possession of the Property due to a voluntary relinquishment thereof by Lessee, Lessee agrees to (i) fully cooperate with Lessor in all respects in effecting a timely and orderly redelivery of the Property to Lessor; (ii) at Lessee's expense to assemble and appropriately package the Property for shipment and to make the Property so assembled and packaged available at one or more locations within the State of Florida, arranging with Lessor a convenient time for Lessor's pickup of that Property; (iii) execute and deliver to Lessor, or at Lessor's directions, all documents necessary to transfer legal and beneficial title to the Property in possession thereof to Lessor and to evidence the termination of all of Lessee's interests in the Property.

14. ASSIGNMENT AND SUBLEASE.

(a) Without the prior written consent of Lessor, Lessee shall not (i) assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, the Property, or any part thereof or any interest there, (ii) sublet the Property or any part thereof, or (iii) permit the Property to be used for any purpose not permitted by Paragraph 4 hereof.

(b) Lessor shall be entitled with or without notice to, or the consent of, Lessee to sell, assign or transfer all or any part of its right, title and interest in, to and under this Agreement (including, without limitation, those with respect to the Property and all payments of any kind due or which are to become due to Lessor hereunder) and any such purchaser(s), assignee(s) or transferee(s) shall thereafter (jointly, if more than one) be deemed to be the Lessor hereunder, except that Lessor and Lessee agree and acknowledge that any such purchaser(s), assignee(s) or transferee(s) will have made no representation or warranty, and therefore will assume no obligation, with respect to the title, merchantability, condition, quality or fitness of the Property for any particular purpose, or for the enforcement of any warranties or service agreement made or assigned to Lessee by the initial Lessor names herein. Upon Lessee's receipt of written

notice of Lessor's sale, assignment or transfer of all or any part of its interest hereunder, Lessee agrees to attorn to and recognize any such purchaser(s), assignee(s), or transferee(s) (jointly if more than one) as the Lessor(s) under this Agreement. Upon assignment, Lessor is thereby relieved of any further obligations. Upon written request Lessee agrees to execute and deliver such certificates or other instruments as may reasonably be requested, including, but not limited to, a separate acknowledgement of assignment and attornment certificate in the customary form as to any purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement, and with respect to the Property and the Payments thereafter due and payable pursuant to this Agreement.

15. **PERSONAL PROPERTY.** The property is and shall at all times be and remain personal property, as described in Paragraph 6 (b).

16. **LESSOR'S RIGHT TO PERFORM FOR LESSEE.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee and the amount of any such payment and the expenses (including but not limited to reasonable attorney's fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest rate permitted by applicable law, shall be payable by Lessee upon demand.

17. **INTEREST ON DEFAULT.** If Lessee fails to pay any payment due under this Agreement, whether payments of rent under Paragraph 1, payment of taxes under Paragraph 2, or payment for performance by Lessor of Lessee's obligations, under Paragraph 16 or otherwise, within fifteen days after the due date thereof, Lessee agrees to pay Lessor interest on such delinquent payments from the date due until actually received in immediately available funds to Lessor at the highest lawful rate permitted by applicable law.

18. **NOTICES.** Any notices to be given or to be served upon any party hereto, in connection with this agreement, must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received fortyeight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective address(es) designated on the signature page of this Agreement or at such other address as whether party may hereafter designate in writing.

19. **LIMITATION ON PAYMENTS.** The interest component of rental payments due hereunder is not intended to and in no event shall exceed the maximum rate permitted by applicable law and in the event any amount in excess of the maximum rate permitted is paid by Lessee or collected by Lessor, then Lessee shall be entitled to receive a credit against any amounts thereafter due hereunder or any of the amount of such excess, or if no amounts remain due hereunder, the Lessee shall be entitled to immediate refund of any such excess. Lessee shall not be entitled to interest on any such amounts refunded.

20. MISCELLANEOUS.

(a) Lessee Shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby including without limitation, reasonable attorney's fees. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect hereto are located.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor and waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute to be treated as a waiver of such covenant or obligation or any other covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to the Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed and governed in accordance with the laws of the State in which Lessee is located. Should the Lessee be located in Florida both Lessor and Lessee hereby agree venue for all legal action regarding this Agreement shall be in St. Lucie County, Florida.

(d) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(f) The Lessor hereunder shall have the right at any time or times, by notice to Lessee to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(g) All transportation, drayage, rigging, transit insurance premiums and other charges payable for delivery of the equipment to and from the premises of Lessee, and all installation, connect, disconnect and packing charges, shall be paid by

Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any act or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(h) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

21. **PREPAYMENT OPTION.** Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the Option to prepay the payments due during the Term hereof as to all but not less than all of the Property which is then subject to this Agreement on the date prior to the next payment coming due. Lessor shall be given written notice by Lessee of Lessee's intention to prepay 60 days prior to the extent inconsistent herewith, shall govern and control. An administrative fee of fifty dollars (\$50.00) may be charged Lessee on any such prepayment.

22. **LATE CHARGES.** Whenever any payment is not made by Lessee in full within thirty (30) days of the date due, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount equal to 5% of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

23. **SECURITY INTEREST.** To secure payment and performance of all obligations of Lessee to Lessor hereunder, Lessee hereby grants to Lessor a continuing security interest in the Equipment and proceeds thereof. Lessee shall execute one or more Uniform Commercial Code financing statements in form satisfactory to Lessor to perfect the security interest granted by Lessor to Lessee herein. Lessee shall reimburse Lessor for any searches, filings, recordings, stamp fees or taxes arising from the filing or recording of any Uniform Commercial Code financing statement, amendment or termination, and this contract or any other instrument or statement. Lessee agrees to procure for Lessor such estoppel certificates, landlord's or mortgagee's waivers or other similar documents as Lessor may reasonably request. Should Lessee be prohibited (By State Statutes, Charter, Local Ordinances, etc.) from granting Lessor a security interest in the Equipment under lease, then this paragraph shall be null and void and Lessor shall not receive the aforementioned U.C.C. financing statements.

24. **GOVERNMENTAL PURPOSES.** Lessee and Lessor agree that it is the intention of both parties that the Equipment be used for governmental purposes only and Lessee represents and warrants that the Equipment is hereby leased solely for governmental use.

25. **ATTORNEY'S FEES.** In the event that either party breaches the terms of this Lease, the non-breaching party shall recover from the breaching party all costs and expenses incurred as a result of said breach, including, without limitation, reasonable attorney's fees, including fees incurred at the trial or appellate levels.

In witness hereof, the undersigned Lessor has duly accepted and executed this

Lease this 20 day of NOVEMBER, 2000

LESSOR: Riverside Leasing Company
P.O. Box 2078
Ft. Pierce, FL 34954
561-466-1200

By

AL SCHROEDER
(Name)

V.P.

(Title)



RIVERSIDE LEASING COMPANY

P.O. Box 2078
Fort Pierce, FL 34954
(561) 466-1200

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, the undersigned authority, hereby certify that the foregoing is a true and correct copy of the instrument presented to me by Al Schroeder, as the original of each instrument.

WITNESS my hand and official seal this 20th day of November, 2000.

Janet A. DeLucia

Notary Public
State of Florida

