

AGREEMENT

THIS AGREEMENT entered into this 16th day of April, 1999, by and between the Nassau County Clerk of Courts, Post Office Box 456, Fernandina Beach, Florida 32035, and N. TESLA, whose address is 409-A North Main Street, Trenton, Florida 32693.

WITNESSETH, that in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the parties hereto do hereby agree as follows:

SCOPE OF WORK

Contractor shall provide all Management Information Services (MIS) services. Contractor shall be required to provide services, to include, but not be limited to, technical expertise to develop and modify applications in the performance of said services.

MIS Services shall be defined as the following:

- Provide support in the development of requirements/specifications for new systems,
- Design and implement required interfaces between new and existing software applications,
- Design and create custom applications software, reports, documentation, and processing procedures as directed,
- Provide support for the operating system and network software needed to administer and operate the Nassau County Clerk's Office computer system(s),
- Advise and provide technical expertise for specification, evaluation and selection of new equipment and software systems,
- Other duties as deemed necessary and appropriate by the Clerk of the Court for the operation of the computer system(s).

Clerk shall provide office space for Contractor.

COMPENSATION

The Clerk of the Courts shall pay N. TESLA the sum of \$80,000.00 per year for the services described herein. Said amount shall be paid monthly in equal monthly installments, to be due on or before the fifth of each month.

TERM OF AGREEMENT

The term of this Agreement shall commence on or before April 30, 1999 and shall end on April 30, 2001, and shall be renewed for successive two year periods unless the Agreement has been terminated. Either party may terminate the Agreement upon one hundred twenty (120) days notice to the other party.

DISPUTES

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the contractor.

INDEMNIFICATION


To the extent permitted by applicable law, the parties hereby agree to indemnify, protect and save the other harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, arising out of, connected with, or resulting directly or indirectly from the contract.

NASSAU COUNTY CLERK OF COURTS
NASSAU COUNTY, FLORIDA



J. M. "CHIP" OXLEY, JR.

N. TELS A



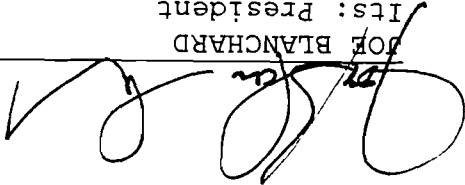
JOE BLANCHARD
Its: President

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

N. TESLA


JOE BLANCHARD
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 13th day of April, 1999, by Joe Blanchard, as President, of N. TESLA. He is personally known to me and did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

MARGIE J. ARMSTRONG

Notary Public, State of Florida



Name: MARGIE J. ARMSTRONG
My Commission expires Nov. 5, 1999
My Commission expires No. CC 503215

My Commission Number is: _____

FIRST AMENDMENT TO THE CONTRACT BETWEEN
THE NASSAU COUNTY CLERK OF COURTS

AND

N. TESLA

WHEREAS, the Nassau County Clerk of Courts and N. Tesla ^{JPW} whose address is ~~409 A North Main Street, Trenton, Florida 32693~~ ^{2149 SW 77th AVE, BELL, FL 32619 JB} entered into an Agreement on April 16, 1999, a copy of said Agreement is attached hereto as Exhibit "A"; and

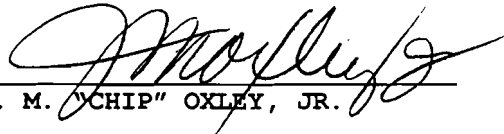
WHEREAS, the parties are desirous of amending said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the parties agree as follows:

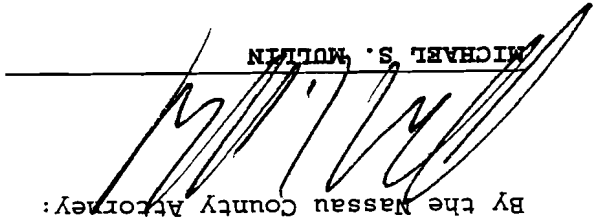
1. The Clerk of Courts agrees to pay N. Tesla, the sum of \$1,000.00 per month over and above the monthly sum pursuant to the Agreement for the period July 5, 1999 through February 5, 2000 for a total sum of \$8,000.00 for the work hours that were required over and above the contract due to Y2K compliance issues and the installation of three major programs for the Clerk of Courts Office.

DATED this 21st day of December, 1999.

NASSAU COUNTY CLERK OF COURTS
NASSAU COUNTY, FLORIDA

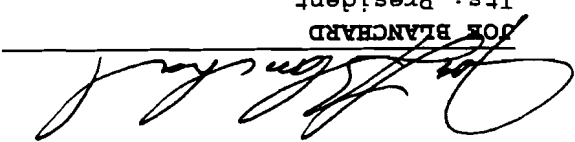

J. M. "CHIP" OXLEY, JR.

MICHAEL S. MULLIN



Approved as to form
By the Nassau County Attorney:

JOE BLANCHARD
Its: President



N. TESLA

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EXHIBIT "A"

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NASSAU COUNTY CLERK OF COURTS
NASSAU COUNTY, FLORIDA



J. M. "CHIP" OXLEY, JR.

N. TELSIA



JOE BLANCHARD
Its: President

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

N. TESLA

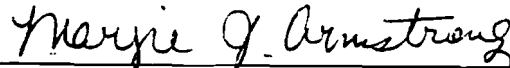


JOE BLANCHARD
Its: President


STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 13th day of April, 1999, by Joe Blanchard, as President, of N. TESLA. He is personally known to me and did not take an oath.



NOTARY PUBLIC, STATE OF FLORIDA

Name:  **MARGIE J. ARMSTRONG**
Notary Public, State of Florida
My Comm. expires Nov. 5, 1999
My Commission expires: CC 503215

My Commission Number is: _____