

GOVERNMENT AGENCY ACCESS AGREEMENT

This agreement dated _____, 20____, is made between the **Clerk of the Circuit Court, Volusia County, Florida** ("Clerk") and _____ ("Agency") for the purpose of providing electronic access to certain data received and/or created by the Clerk in the ordinary course of business for one authorized User, as defined in this Agreement.

I. PERIOD OF AGREEMENT

This Agreement may be canceled by either party without cause upon 15 days written notice. Written amendments or addendums to the Agreement may be required any time and the Agency will have the option of accepting the written conditions or terminating the Agreement. Any executed addendums are incorporated into this Agreement by reference.

II. DATA AVAILABILITY

The Clerk will make available data received and/or created by the Clerk in the ordinary course of business. This Agreement may exclude the provision certain information, document types or case categories which are deemed confidential or non-public as to the Agency, or are otherwise restricted by law or excluded at the Clerk's discretion.

III. RATES

There will be no charges to the Agency by the Clerk for this access, as the Agency is a governmental agency.

IV. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS

The Clerk will provide access to the system 24x7 through www.clerk.org. However, support for the system will be limited to Monday through Friday from 8 am to 4:30 pm excluding holidays. The clerk assumes no responsibility for system downtime during the hours of availability. The Agency is hereby made aware that the system may be unavailable at the option of the Clerk. The Agency is responsible for Agency site equipment.

V. USER AUTHORIZATION

Please check areas requested:

Family Law Traffic Circuit Civil Criminal
 County Civil Probate Official Records Juvenile

VI. AUTHORITY FOR NON-PUBLIC ACCESS TO CRIMINAL JUSTICE AND/OR JUVENILE INFORMATION

Reason/Authority: _____

a) The Agency acknowledges the awareness of any County, State and Federal laws and/or regulations that prohibit unauthorized use or disclosure of derived criminal justice information or juvenile records and agree that each of its users will adhere to same. Failure of the Agency to comply with such laws and/or rules shall constitute grounds for immediate termination of services or withholding of information from the Agency. Agency agrees that it is responsible to prevent any unlawful use or disclosure of protected, confidential or exempt information obtained through this service.

b) The Agency agrees to monitor its equipment to prevent unauthorized use of equipment or access to records. The Agency agrees to notify the Clerk of Circuit Court of any breaches of system security, which are brought to its attention.

VII. GENERAL

The Clerk does not expressly or impliedly warrant that the information or data accessed by the Agency is accurate or correct. The Clerk shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments thereto. **In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Agency's use or application of the information accessed as a result of using the system under this Agreement.** In the event that any legal proceedings are commenced as a result of this Agreement, the venue for any such proceedings is Volusia County, Florida.

VIII. AUTHORIZED AGENCY/USER

The Agency agrees to notify the Clerk's Office in writing of any change regarding the authorized user or designated contact for this Agreement.

Full Agency Name Unit of Government (State, County)

Signature of Authorized Agent/Designee Title

Printed Name of Agent/Designee Name of Agency's Designated Contact

Mailing Address: _____

Agency Contact's Email Address Phone Number Fax Number

Mail the completed form to: **Clerk of the Circuit Court**
ATTN: General Counsel
P.O. Box 6043
DeLand, FL 32721-6043

X. CLERK USE ONLY

Signature of Clerk or Designee Title

Date: _____

INFORMATION SYSTEMS:

User's Login ID Date Assigned