

This agreement, dated **Input Date**, is made between the Clerk of the Circuit Court & Comptroller, Lee County, Florida (the “Clerk”) and **Input Customer Name** (the “Customer”) for the purpose of providing the Customer with electronic access to information that, is not publicly available on the Clerk’s website due to size and/or communication restrictions, and that is received and/or created by the Clerk in the course of performing their legal duties.

I. PERIOD OF AGREEMENT

This Agreement will remain in force until cancelled in writing by either party. The written cancellation notice must be received at least 15 days prior to the actual cancellation date. Written amendments relative to various aspects of the Agreement will be documented and submitted in writing. The Customer will have the option of accepting amendment conditions or terminating the Agreement upon receipt.

II. INFORMATION AVAILABILITY

The Clerk will make information available to the Customer, which the Clerk collects in the performance of their legal duties, or through access granted by other agencies. This Agreement specifically excludes providing information which is deemed sensitive, or reserved, confidential or otherwise restricted by law. The data available for access is listed in SECTION IV, AVAILABLE ELECTRONIC FILE TRANSMISSIONS

III. RATES: The following specific conditions apply:

- A. Rates are calculated monthly, and billed annually.
- B. New customers will be billed a pro-rated cost based on the month extracts begin.
- C. The Clerk retains the right to make annual rate adjustments at the beginning of the Clerk’s Fiscal Year (October).

IV. AVAILABLE ELECTRONIC FILE TRANSMISSIONS

Extract Type	Extract	Annual Cost
Court	New Citations	\$310.00
Court	Criminal Case List	\$310.00
Court	Citation Case List	\$460.00
Court	Comprehensive Case List	\$1,035.00
Official Records	Recorded Documents	\$1,300.00

V. GENERAL

The Clerk does not imply or expressly warrant that the information accessed by the customer 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 or attachments thereto. In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Customer’s use or application of the information provided as a result of this Agreement. Information provided is not a replacement for the original records. Parties should refer to the printed version of the records and independently verify the accuracy of the data.

The Customer hereby releases, acquits, and forever discharges the Clerk and its officers, agents, and employees from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever, known or unknown, now existing or hereafter accruing, on account of or in any way growing out of these electronic files transmissions and the information contained herein. This specifically includes, without limitation, any such claims which arise out of the negligence of any or all of the persons released.

This Agreement shall be construed in accordance with Florida law. In the event that any legal proceedings are commenced as a result of this Agreement, the venue for any such proceedings is Lee County, Florida. The Clerk maintains all immunities provided by law including, without limitation, the limits of liability found in Section 768.28, *Florida Statutes*.

VI. SYSTEM SECURITY

By signing this agreement, the Customer agrees that they will not disclose any confidential information, which may have been inadvertently disclosed by the Clerk, to any third party. The Customer represents that it has reviewed Chapter 119, *Florida Statutes* and Florida Rule of Judicial Administration 2.420, and knows what information is considered confidential from public disclosure pursuant to Florida Law. In addition, the Customer agrees to inform the Clerk's Office if access to the information is no longer needed by the Customer. Any unused portion of funds will be forfeited if service is canceled prior to the end of the currently paid year. The point of contact for such notification is the Clerk's Office Service Desk at (239) 533-2200.

VII. REQUESTED ELECTRONIC FILE TRANSMISSIONS

Please check requested transmissions:

Choice	Extract Type	Extract	Annual Cost
	Court	New Citations	\$310.00
	Court	Criminal Case List	\$310.00
	Court	Citation Case List	\$460.00
	Court	Comprehensive Case List	\$1,035.00
	Official Records	Recorded Documents	\$1,300.00

VIII. AUTHORIZED SIGNATURES

Authorized Signature _____ Date _____

Printed Name _____

Title _____

Company Name _____

Mailing Address _____

City _____ State _____

Zip Code _____ Telephone _____

Finance Contact Name _____ Email _____

Tech. Contact Name _____ Email _____

Vendor Notice

Statutory Requirements — Florida Statutes 119.0701 New and Renewal Contracts

Lee County Clerk of Courts and Comptroller Office (Clerk of Courts) is a public agency subject to Chapter 119, *Florida Statutes*. To the extent a Contractor is acting on behalf of the Clerk of Courts pursuant to Chapter 119.0701, *Florida Statutes*, Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by the Clerk of Courts were the Clerk of Courts performing the services under this Contract;
- b) Provide the public agency's custodian of records with access to such public records on the same terms and conditions that the Clerk of Courts would provide the records and at a cost that does not exceed that provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the Clerk of Courts, at no cost, all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Clerk of Courts in a format that is compatible with the information technology systems of the Clerk of Courts.

If there are any questions regarding the application of Chapter 119, Florida Statutes, to your duty to provide public records relating to this contract, please contact the Lee County Clerk of Circuit Court's custodian of public records by either:

Phone: (239) 533-2764,

eMail: RMLO@leeclerk.org, or

US Mail: Post Office Box 2469, Fort Myers, Florida 33902-2469

Failure of a Contractor to comply with the provisions set forth by Florida Statute shall constitute a Default and Breach of Contract and the Lee County Clerk of Circuit Court shall enforce the Default in accordance with the provisions set forth in the general terms and conditions of this contract.

Enclosure: 2018 Chapter 119.0701, *Florida Statute*

Effective Date: July 1, 2016

The Florida Senate

2016 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 119

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. [119.10](#).

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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