

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/2/2007

Contract/Lease Control #: C07-1478-BCCI-90

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: ESCAMBIA COUNTY

Lessor:

Effective Date: 10/1/2006 \$100,000.

Term: INDEFINITE

Description of Contract/Lease: \$2.00 FILING FEE TECHNOLOGY FUNDS

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: D. MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

**INTERLOCAL AGREEMENT AMONG THE ESCAMBIA COUNTY
AND OKALOOSA COUNTY BOARDS OF COUNTY COMMISSIONERS
AND THE OFFICE OF THE FIRST JUDICIAL CIRCUIT TRIAL COURT
ADMINISTRATOR, STATE ATTORNEY AND PUBLIC DEFENDER
RELATING TO THE CONSOLIDATION OF TECHNOLOGY FUNDS AND
COMPUTER PERSONNEL UNDER ONE COUNTY FISCAL AGENT.**

THIS AGREEMENT is made by and among Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "**Escambia County**"), with administrative offices located at 223 South Palafox Place, Pensacola, Florida 32597-1590, and Okaloosa County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "**Okaloosa County**") with administrative offices located at 1804 Lewis Turner Boulevard, Suite 400, Fort Walton Beach, Florida, and the Office of the Trial Court Administrator, State Attorney and Public Defender, First Judicial Circuit created and existing under the laws of the State of Florida, (hereinafter referred to as "**Court Administrator, State Attorney and Public Defender**") with administrative offices at 190 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

Whereas, Chapter 163, Florida Statutes, permits governmental units to enter into Interlocal Agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

Whereas, Section 28.24 (12)(e)(1), Florida Statutes sets forth the legislatively established funding source of a \$2 filing fee (hereinafter referred to as "**\$2 filing fee**") distributed to the board of county commissioners to be used exclusively for funding court-related technology, and court technology needs as defined in Section 29.008(1)(f)(2) and (h) for the state trial courts, state attorney and public defender; and

Whereas, this revenue source specifically provides monies for the development and maintenance of computer networks and personnel for the courts, including the First Judicial Circuit; and

Whereas, the First Judicial Circuit is comprised of the counties Escambia, Santa Rosa, Okaloosa, and Walton; and

Whereas, the state trial courts are required to build and staff an integrated judicial network as legislatively mandated in Section 29.008 (1)(f)(2) Florida Statutes using this \$2 filing fee; and

Whereas, for optimum results this \$2 filing fee would be better managed if a single county within the First Judicial Circuit acted as a circuit-wide fiscal agent; and

Whereas, Escambia County has agreed to act as the circuit-wide fiscal agent for this \$2 filing fee, providing purchasing approval and oversight; and

**CONTRACT: \$2.00 FILING FEE
TO SUPPORT TECHNOLOGY FUNDS
CONTRACT NO.: C07-1478-BCCI-90
ESCAMBIA COUNTY
EXPIRES: INDEFINITE**

Verified By: *D. P. ...*

Date: 11/17/2006

Now, Therefore, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Escambia and Okaloosa Counties, in cooperation with the Office of the Court Administrator, State Attorney and Public Defender, hereby establish the administrative framework for shared responsibilities for the provision of the First Judicial Circuit's \$2 filing fee.

Article 2
Agreement Established

- 2.1 This Agreement shall bind the parties beginning October 1, 2006 with respect to this cooperative undertaking.
- 2.2 Escambia County and Okaloosa County agree to provide the Office of Court Administrator, State Attorney and Public Defender certain resources and assistance in administering this \$2 filing fee pursuant to Section 28.24 (12)(e), Florida Statutes, as more particularly set out in Article 3 of this document, and supplying certain personnel services as more particularly set out in Article 4 of this document.
- 2.3 This Agreement shall become effective when filed with the Clerks of the Circuit Court of Escambia County and Okaloosa County, Florida. Escambia County shall be responsible for such filing.
- 2.4 The parties hereto agree to be fully responsible for their negligent acts or omissions or tortuous acts during the life of this Agreement that result in claims or suits against any other party, and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

Article 3
Budget, Finance, and Accounting

- 3.1 The Clerk of Court of Okaloosa County shall begin disbursement of the \$2 filing fee, and move the current reserve amount, to a discrete county fund in Escambia County on October

- 1st, 2006. Subsequent disbursements to Escambia County by the Clerk of Court shall be made on a monthly basis.
- 3.2 Each year during the annual budget process the Office of the Court Administrator, State Attorney and Public Defender shall submit a technology budget to Okaloosa County for board approval. The funds collected from the \$2 filing fee and held in a discrete county fund in Escambia County will be expended based on this Okaloosa County approved budget. All subsequent budget amendments will be approved through Okaloosa County's budget amendment process; therefore, funds collected from the \$2 filing fee within Okaloosa County, including reserves, can only be expended after Okaloosa County Board approval of the budget. The approved technology budget shall become an attachment and part of this existing agreement on October 1st of the fiscal year in which it was approved.
 - 3.3 The \$2 filing fee shall be expended pursuant to Section 28.24 (12)(e), Florida Statutes, in support of the integrated judicial network and technology requirement of State Attorney and Public Defender. Escambia County will act as the fiscal agent for this \$2 filing fee and will provide all purchasing approval and oversight.
 - 3.4 Escambia County will make any and all timely and proper payments of accurate and payable valid invoices received from any and all authorized vendors using cost centers assigned to the discrete Okaloosa County fund.
 - 3.3. Escambia County will provide quarterly expenditure reports to Okaloosa County by department and line item, and furnish a full and final yearly account of all costs, disbursements and receipts in accordance with generally accepted accounting and auditing principles.
 - 3.4. Escambia County shall maintain any and all records, documents, papers, and other evidence pertaining to the management of the \$2 filing fee under this Interlocal Agreement. Such records shall be available at reasonable times and places during the term of this Interlocal Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with state law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles. Financial statements usable for fiscal year end purposes shall be provided annually by Escambia County.
 - 3.5. In performing under this Interlocal Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance required by the Agreement. Any violation of such laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Interlocal Agreement, and shall entitle the non-violating party to terminate this Interlocal Agreement upon delivery of a ninety (90) day written notice of termination to the violating party.
 - 3.6 Escambia County will be compensated for providing the finance and accounting services under this section. The parties to this agreement, Trial Court Administrator, State Attorney and Public Defender will work with the counties in establishing an annual administrative fee during the counties budgeting process. The negotiated fee will be prorated among the three technology budgets. All administrative fees will be funded from the \$2 filing fee.

Article 4
Personnel

- 4.1 Current and future computer personnel hired by Escambia County and assigned to the courts of Okaloosa County will work under the supervisory control of the Trial Court Administrator who shall be responsible for the oversight and discipline of the employee.
- 4.2 Computer personnel hired by Escambia County and assigned to the courts of Okaloosa County will be exclusively funded from the \$2 filing fee collected in Okaloosa County.
- 4.3 Escambia County will use the \$2 filing fee from Okaloosa County to pay fully all employment costs associated with these unclassified positions, to include, but not limited to wages, FICA, Florida State Retirement System contributions, workers compensation insurance coverages, health and life insurance contributions, any and all other fringe benefits offered to Escambia County employees pursuant to rates established by Escambia County for its employees. The failure of Okaloosa County to fully fund such costs shall result in the termination of this Agreement by Escambia County.
- 4.4 No Escambia County or Okaloosa County general revenue or other county monies of any type or amount will be used to fund this position or any costs associated with it.
- 4.5 Should for any reason the \$2 filing fee funding no longer be available to Escambia County for these positions, then this Agreement shall terminate on the date such funding ceases, and these positions shall stand abolished.

Article 5
General Provisions

- 5.1 **Termination:** This Agreement may be terminated by either party for causes, or for convenience, upon ninety (90) days written notice by the terminating party to the other party of such termination.
- 5.2 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, and after giving that party ninety (90) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

5.3 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

5.4 **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this documents. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

5.6 **Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

5.7 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the County of Escambia.

5.8 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other parties and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

5.9 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.10 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

5.11 **Notices:** All notices require or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United State Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

5.12 **TO ESCAMBIA COUNTY**

George Touart, County Administrator
223 South Palafox Street, Room 300
Post Office Box 1591
Pensacola, Florida 32597

TO THE OFFICE OF TRIAL COURT

Wayne Peacock, Trial Court Administrator
M.C. Blanchard Judicial Center
190 Governmental Center
Pensacola, FL 32502

TO OKALOOSA COUNTY

James D. Curry, County Administrator
1804 Lewis Turner Boulevard
Suite 400
Fort Walton Beach, FL 32547

TO THE OFFICE OF STATE ATTORNEY

Bill Eddins, State Attorney
M.C. Blanchard Judicial Center
190 Governmental Center
Pensacola, FL 32502

TO THE OFFICE OF PUBLIC DEFENDER

Jack Behr, Public Defender
M.C. Blanchard Judicial Center
190 Governmental Center
Pensacola, FL 32502

5.13 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 2nd day of November, 2006, Okaloosa Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2006, the Office of Trial Court Administrator, by and through its administrator duly authorized to execute same on the ___ day of _____, 2006, the Office of State Attorney, by and through its administrator duly authorized to execute same on the ___ day of _____, 2006, and the Office of Public Defender, by and through its administrator duly authorized to execute same on the ___ day of _____, 2006.

COUNTY:
ESCAMBIA COUNTY, FLORIDA a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]
D.M. "Mike" Whitehead, Chairman

Date: November 2, 2006

This document approved as to form and legal sufficiency


By: [Signature]
Title Deputy County Attorney
Date: 10/24/06

COUNTY:
OKALOOSA COUNTY, FLORIDA a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]

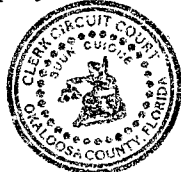
Date: Feb. 16, 2007

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

[Signature]
Deputy Clerk
 ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
SEAL (SEAL)
APPROVED 11-02-2006

ATTEST: Don W. Howard
Clerk of the Circuit Court

[Signature]
Deputy Clerk

(SEAL) 



OFFICE OF TRIAL COURT ADMINISTRATOR:

Office of Trial Court Administrator acting by and through its duly authorized Administrator.

By: W. Moore
Witness

By: Brian M. Wright
Witness

By: Wayne Peacock
Wayne Peacock, Administrator

Date: 1-30-07

OFFICE OF STATE ATTORNEY

Office of State Attorney acting by and through its duly authorized Administrator.

By: Mary Anne Peters
Witness

By: Scott J. Baker
Witness

By: Bill Eddins
Bill Eddins, State Attorney

Date: 2/3/07

OFFICE OF PUBLIC DEFENDER

Office of Public Defender acting by and through its duly authorized Administrator.

By: Kimberly A. Weckley
Witness

By: Billy A. Lippert
Witness

By: Jack Behr
Jack Behr, Public Defender

Date: 2/15/2007

102 FINE & FORFEITURE FUND
 600 COURT-RELATED
 602 STATE ATTORNEY ADMINISTRATION
 1058 STATE ATTORNEY OFFICE

Account	Account Title	FY04 Actual	FY05 Actual	FY06 Original Budget	FY07 BCC Approved	FY07-FY06 +/-	% +/-
531001	PS-ATTORNEY-OTHER	\$0	\$675	\$2,000	\$2,000	\$0	0.0%
534900	CS-OTHER	\$7,478	\$7,429	\$7,500	\$7,500	\$0	0.0%
541011	CELLULAR PHONES/PAGERS	\$5,549	\$7,298	\$7,250	\$7,250	\$0	0.0%
541502	COMMUNICATIONS-INFO TECH	\$3,729	\$20,958	\$15,000	\$25,000	\$10,000	66.7%
546502	RM-INFO TECH	\$694	\$566	\$3,200	\$10,015	\$6,815	213.0%
546650	RM-TELEPHONES	\$0	\$0	\$7,500	\$7,500	\$0	0.0%
551502	OFFICE SUPPLIS-INFO TECH	\$518	\$4,616	\$10,000	\$8,000	(\$2,000)	-20.0%
552502	SUPPLIES-INFO TECH	\$1,943	\$14,614	\$41,370	\$34,100	(\$7,270)	-17.6%
OPERATING EXPENSES		\$19,911	\$56,154	\$93,820	\$101,365	\$7,545	8.0%
564950	EQUIPMENT-INFO TECH	\$24,706	\$32,062	\$32,300	\$67,600	\$35,300	109.3%
CAPITAL OUTLAY		\$24,706	\$32,062	\$32,300	\$67,600	\$35,300	109.3%
582608	CHILD PROTECTION TEAM	\$69,935	\$69,935	\$69,935	\$69,935	\$0	0.0%
GRANTS & AIDS		\$69,935	\$69,935	\$69,935	\$69,935	\$0	0.0%
TOTAL DEPARTMENT		\$114,552	\$158,151	\$196,055	\$238,900	\$42,845	21.9%

102 FINE & FORFEITURE FUND
 600 COURT-RELATED
 603 PUBLIC DEFENDER ADMINISTRATION
 1059 PUBLIC DEFENDER OFFICE

Account	Account Title	FY04 Actual	FY05 Actual	FY06 Original Budget	FY07 BCC Approved	FY07-FY06 +/-	% +/-
531001	PS-ATTORNEY-OTHER	\$0	\$0	\$2,600	\$2,600	\$0	0.0%
541011	CELLULAR PHONES/PAGERS	\$1,612	\$1,954	\$2,600	\$3,600	\$1,000	38.5%
541502	COMMUNICATIONS-INFO TECH	\$1,117	\$8,750	\$11,640	\$11,900	\$260	2.2%
546502	RM-INFO TECH	\$5,568	\$1,503	\$11,110	\$17,000	\$5,890	53.0%
551502	OFFICE SUPPLIS-INFO TECH	\$0	\$1,762	\$2,000	\$3,000	\$1,000	50.0%
552502	SUPPLIES-INFO TECH	\$2,320	\$19,426	\$26,363	\$20,292	(\$6,071)	-23.0%
OPERATING EXPENSES		\$10,617	\$33,395	\$56,313	\$58,392	\$2,079	3.7%
564950	EQUIPMENT-INFO TECH	\$0	\$22,862	\$5,000	\$16,800	\$11,800	236.0%
CAPITAL OUTLAY		\$0	\$22,862	\$5,000	\$16,800	\$11,800	236.0%
TOTAL DEPARTMENT		\$10,617	\$56,257	\$61,313	\$75,192	\$13,879	22.6%

102 FINE & FORFEITURE FUND
 710 COURT-RELATED
 713 INFORMATION SYSTEMS
 1063 COURT ADMINISTRATION-IT

Account	Account Title	FY04 Actual	FY05 Actual	FY06 Original Budget	FY07 BCC Approved	FY07-FY06 +/-	% +/-
531502	PS-INFO TECH	\$0	\$7,965	\$60,000	\$60,000	\$0	0.0%
540502	TRAVEL/PER DIEM-INFO TECH	\$0	\$2,000	\$2,500	\$2,500	\$0	0.0%
541502	COMMUNICATIONS-INFO TECH	\$156	\$645	\$3,000	\$153,000	\$150,000	5000.0%
546502	RM-INFO TECH	\$530	\$17,773	\$10,000	\$30,000	\$20,000	200.0%
551502	OFFICE SUPPLIS-INFO TECH	\$0	\$0	\$1,000	\$1,000	\$0	0.0%
552502	SUPPLIES-INFO TECH	\$3,698	\$25,820	\$50,000	\$100,000	\$50,000	100.0%
OPERATING EXPENSES		\$4,384	\$54,202	\$126,500	\$346,500	\$220,000	173.9%
564950	EQUIPMENT-INFO TECH	\$5,976	\$42,848	\$200,100	\$57,200	(\$142,900)	-71.4%
CAPITAL OUTLAY		\$5,976	\$42,848	\$200,100	\$57,200	(\$142,900)	-71.4%
599502	RESERVE-INFO TECH	\$0	\$0	\$755,417	\$782,593	\$27,176	3.6%
NON-OPERATING EXPENSES		\$0	\$0	\$755,417	\$782,593	\$27,176	3.6%
TOTAL DEPARTMENT		\$10,359	\$97,050	\$1,082,017	\$1,186,293	\$104,276	9.6%

2. Each additional page 0.50

Said fund shall be held in trust by the clerk and used exclusively for equipment and maintenance of equipment, personnel training, and technical assistance in modernizing the public records system of the office. In a county where the duty of maintaining official records exists in an office other than the office of the clerk of the circuit court, the clerk of the circuit court is entitled to 25 percent of the moneys deposited into the trust fund for equipment, maintenance of equipment, training, and technical assistance in modernizing the system for storing records in the office of the clerk of the circuit court. The fund may not be used for the payment of travel expenses, membership dues, bank charges, staff-recruitment costs, salaries or benefits of employees, construction costs, general operating expenses, or other costs not directly related to obtaining and maintaining equipment for public records systems or for the purchase of furniture or office supplies and equipment not related to the storage of records. On or before December 1, 1995, and on or before December 1 of each year immediately preceding each year during which the trust fund is scheduled for legislative review under s. 19(f)(2), Art. III of the State Constitution, each clerk of the circuit court shall file a report on the Public Records Modernization Trust Fund with the President of the Senate and the Speaker of the House of Representatives. The report must itemize each expenditure made from the trust fund since the last report was filed; each obligation payable from the trust fund on that date; and the percentage of funds expended for each of the following: equipment, maintenance of equipment, personnel training, and technical assistance. The report must indicate the nature of the system each clerk uses to store, maintain, and retrieve public records and the degree to which the system has been upgraded since the creation of the trust fund.

(e) An additional service charge of \$4 per page shall be paid to the clerk of the circuit court for each instrument listed in s. 28.222, except judgments received from the courts and notices of lis pendens, recorded in the official records. From the additional \$4 service charge collected:

Sec 28.24(12)(e)

1. If the counties maintain legal responsibility for the costs of the court-related technology needs as defined in s. 29.008(1)(f)2. and (h), 10 cents shall be distributed to the Florida Association of Court Clerks and Comptroller, Inc., for the cost of development, implementation, operation, and maintenance of the clerks' Comprehensive Case Information System, in which system all clerks shall participate on or before January 1, 2006; \$1.90 shall be retained by the clerk to be deposited in the Public Records Modernization Trust Fund and used exclusively for funding court-related technology needs of the clerk as defined in s. 29.008(1)(f)2. and (h); and \$2 shall be distributed to the board of county commissioners to be used exclusively to fund court-related technology, and court technology needs as defined in s. 29.008(1)(f)2. and (h) for the state trial courts, state attorney, and public defender in that county. If the counties maintain legal responsibility for the costs of the court-related technology needs as defined in s. 29.008(1)(f)2. and (h), notwithstanding any other provision of law, the county is not required to provide additional funding beyond that provided herein for the court-related technology needs of the clerk as defined in s. 29.008(1)(f)2. and (h). All court records and official records are the property of the State of Florida, including any records generated as part of the Comprehensive Case Information System funded pursuant to this paragraph and the clerk of court is designated as the custodian of such records, except in a county where the duty of maintaining official records exists in a county office other than the clerk of court or comptroller, such county office is designated the custodian of all official records, and the clerk of court is designated the custodian of all court records. The clerk of court or any entity acting

The 2006 Florida Statutes

[Title V](#)
JUDICIAL BRANCH

[Chapter 29](#)
COURT SYSTEM FUNDING

[View Entire Chapter](#)

29.008 County funding of court-related functions.--

(1) Counties are required by s. 14, Art. V of the State Constitution to fund the cost of communications services, existing radio systems, existing multiagency criminal justice information systems, and the cost of construction or lease, maintenance, utilities, and security of facilities for the circuit and county courts, public defenders' offices, state attorneys' offices, guardian ad litem offices, and the offices of the clerks of the circuit and county courts performing court-related functions. For purposes of this section, the term "circuit and county courts" shall include the offices and staffing of the guardian ad litem programs. The county designated under s. 35.05(1) as the headquarters for each appellate district shall fund these costs for the appellate division of the public defender's office in that county. For purposes of implementing these requirements, the term:

(a) "Facility" means reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real estate, including, but not limited to, those for the purpose of housing legal materials for use by the general public and personnel, equipment, or functions of the circuit or county courts, public defenders' offices, state attorneys' offices, and court-related functions of the office of the clerks of the circuit and county courts and all storage. The term "facility" includes all wiring necessary for court reporting services. The term also includes access to parking for such facilities in connection with such court-related functions that may be available free or from a private provider or a local government for a fee. The office space provided by a county may not be less than the standards for space allotment adopted by the Department of Management Services, except this requirement applies only to facilities that are leased, or on which construction commences, after June 30, 2003. County funding must include physical modifications and improvements to all facilities as are required for compliance with the Americans with Disabilities Act. Upon mutual agreement of a county and the affected entity in this paragraph, the office space provided by the county may vary from the standards for space allotment adopted by the Department of Management Services.

1. As of July 1, 2005, equipment and furnishings shall be limited to that appropriate and customary for courtrooms, hearing rooms, jury facilities, and other public areas in courthouses and any other facility occupied by the courts, state attorneys, and public defenders. Court reporting equipment in these areas or facilities is not a responsibility of the county.

2. Equipment and furnishings under this paragraph in existence and owned by counties on July 1, 2005, except for that in the possession of the clerks, for areas other than courtrooms, hearing rooms, jury

facilities, and other public areas in courthouses and any other facility occupied by the courts, state attorneys, and public defenders, shall be transferred to the state at no charge. This provision does not apply to any communication services as defined in paragraph (f).

(b) "Construction or lease" includes, but is not limited to, all reasonable and necessary costs of the acquisition or lease of facilities for all judicial officers, staff, jurors, volunteers of a tenant agency, and the public for the circuit and county courts, the public defenders' offices, state attorneys' offices, and for performing the court-related functions of the offices of the clerks of the circuit and county courts. This includes expenses related to financing such facilities and the existing and future cost and bonded indebtedness associated with placing the facilities in use.

(c) "Maintenance" includes, but is not limited to, all reasonable and necessary costs of custodial and groundskeeping services and renovation and reconstruction as needed to accommodate functions for the circuit and county courts, the public defenders' offices, and state attorneys' offices and for performing the court-related functions of the offices of the clerks of the circuit and county court and for maintaining the facilities in a condition appropriate and safe for the use intended.

(d) "Utilities" means all electricity services for light, heat, and power; natural or manufactured gas services for light, heat, and power; water and wastewater services and systems, stormwater or runoff services and systems, sewer services and systems, all costs or fees associated with these services and systems, and any costs or fees associated with the mitigation of environmental impacts directly related to the facility.

(e) "Security" includes but is not limited to, all reasonable and necessary costs of services of law enforcement officers or licensed security guards and all electronic, cellular, or digital monitoring and screening devices necessary to ensure the safety and security of all persons visiting or working in a facility; to provide for security of the facility, including protection of property owned by the county or the state; and for security of prisoners brought to any facility. This includes bailiffs while providing courtroom and other security for each judge and other quasi-judicial officers.

(f) "Communications services" are defined as any reasonable and necessary transmission, emission, and reception of signs, signals, writings, images, and sounds of intelligence of any nature by wire, radio, optical, audio equipment, or other electromagnetic systems and includes all facilities and equipment owned, leased, or used by judges, clerks, public defenders, state attorneys, and all staff of the state courts system, state attorneys' offices, public defenders' offices, and clerks of the circuit and county courts performing court-related functions. Such system or services shall include, but not be limited to:

1. Telephone system infrastructure, including computer lines, telephone switching equipment, and maintenance, and facsimile equipment, wireless communications, cellular telephones, pagers, and video teleconferencing equipment and line charges. Each county shall continue to provide access to a local carrier for local and long distance service and shall pay toll charges for local and long distance service.

2. All computer networks, systems and equipment, including computer hardware and software, modems, printers, wiring, network connections, maintenance, support staff or services including any

county-funded support staff located in the offices of the circuit court, county courts, state attorneys, and public defenders, training, supplies, and line charges necessary for an integrated computer system to support the operations and management of the state courts system, the offices of the public defenders, the offices of the state attorneys, and the offices of the clerks of the circuit and county courts and the capability to connect those entities and reporting data to the state as required for the transmission of revenue, performance accountability, case management, data collection, budgeting, and auditing purposes. The integrated computer system shall be operational by July 1, 2006, and, at a minimum, permit the exchange of financial, performance accountability, case management, case disposition, and other data across multiple state and county information systems involving multiple users at both the state level and within each judicial circuit and be able to electronically exchange judicial case background data, sentencing scoresheets, and video evidence information stored in integrated case management systems over secure networks. Once the integrated system becomes operational, counties may reject requests to purchase communication services included in this subparagraph not in compliance with standards, protocols, or processes adopted by the board established pursuant to s. 29.0086.

3. Courier messenger and subpoena services.

4. Auxiliary aids and services for qualified individuals with a disability which are necessary to ensure access to the courts. Such auxiliary aids and services include, but are not limited to, sign language interpretation services required under the federal Americans with Disabilities Act other than services required to satisfy due-process requirements and identified as a state funding responsibility pursuant to ss. 29.004, 29.005, 29.006, and 29.007, real-time transcription services for individuals who are hearing impaired, and assistive listening devices and the equipment necessary to implement such accommodations.

(g) "Existing radio systems" includes, but is not limited to, law enforcement radio systems that are used by the circuit and county courts, the offices of the public defenders, the offices of the state attorneys, and for court-related functions of the offices of the clerks of the circuit and county courts. This includes radio systems that were operational or under contract at the time Revision No. 7, 1998, to Art. V of the State Constitution was adopted and any enhancements made thereafter, the maintenance of those systems, and the personnel and supplies necessary for operation.

(h) "Existing multiagency criminal justice information systems" includes, but is not limited to, those components of the multiagency criminal justice information system as defined in s. 943.045, supporting the offices of the circuit or county courts, the public defenders' offices, the state attorneys' offices, or those portions of the offices of the clerks of the circuit and county courts performing court-related functions that are used to carry out the court-related activities of those entities. This includes upgrades and maintenance of the current equipment, maintenance and upgrades of supporting technology infrastructure and associated staff, and services and expenses to assure continued information sharing and reporting of information to the state. The counties shall also provide additional information technology services, hardware, and software as needed for new judges and staff of the state courts system, state attorneys' offices, public defenders' offices, and the offices of the clerks of the circuit and county courts performing court-related functions.