

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/20/2002

Contract/Lease Control #: C02-0773-BCCI-53

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

Award To/Lessee: CLERK OF COURTS

Lessor: _____

Effective Date: 9/10/2002 \$0

Term: INDEFINITE

Description of Contract/Lease: INTERNET ACCESS AGREEMENT

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: _____

CONTRACT: INTERNET ACCESS
AGREEMENT
CONTRACT NO.: C02-0773-BCCI-53
CLERK OF COURTS
EXPIRES: INDEFINITE

**SUBSCRIPTION SERVICE AGREEMENT FOR
INTERNET ACCESS TO ELECTRONIC RECORDS
VIA "DIREC" WEBSITE FOR GOVERNMENT AGENCIES**

BETWEEN

**Newman C. Brackin
Clerk of the Circuit Court
Okaloosa County, Florida**

AND

**Jackie Burkett
Board of County Commissioners
Okaloosa County, Florida
SUBSCRIBER**

This is an Agreement, made and entered into by and between: NEWMAN C. BRACKIN, Clerk of the Circuit Court for Okaloosa County, Florida, hereinafter referred to as "CLERK" and Okaloosa County Board of County Commissioners, hereinafter referred to as "SUBSCRIBER."

WHEREAS, Section 119.085 of the Florida Statutes allows public records Custodian(s) to provide access to the records by electronic means; and

WHEREAS, CLERK desires to provide SUBSCRIBER access to certain public records within his respective custody and control by electronic means using the CLERK as the central contracting entity; and

WHEREAS, the purpose of this Agreement is to implement a Subscription Service for Internet access to electronic records via the Okaloosa Clerk of Court's website, hereinafter referred to as "DIREC", limited to those records as provided for herein; **NOW THEREFORE**,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CLERK AND SUBSCRIBER agree as follows:

ARTICLE 1: DEFINITIONS

The following general definitions shall apply for the purposes of this Agreement:

"Agreement" shall mean this agreement.

"Clerk" shall mean Newman C. Brackin, Clerk of the Circuit Court, Okaloosa County, Florida.

"Subscriber" shall mean the government agency subscribing to this service.

"User" shall mean anyone to whom Subscriber has authorized access privileges.

ARTICLE 2: TERM OF AGREEMENT

This Agreement will commence on the date set forth in Exhibit "A", and continue for the mutually agreed upon duration of the DIREC Subscription Service unless terminated earlier as provided for herein in accordance with Article 14.

ARTICLE 3: SCOPE OF AGREEMENT

CLERK and SUBSCRIBER agree that the scope of this Agreement shall be to access those electronic records described more fully in exhibit "A".

ARTICLE 4: DAYS AND HOURS OF OPERATION

CLERK will endeavor to provide continuous operation of the Internet site wherein SUBSCRIBER accesses records (DIREC); however, Internet site access may be interrupted during such other periods of remedial maintenance as may be required. CLERK will post notice of scheduled maintenance on the Internet site, and routine maintenance will be scheduled after 5:00 p.m. and before 8:00 a.m.

CLERK reserves the right to reduce or limit the DIREC service levels during unusual circumstances such as, but not limited to, "brownouts", emergency production requirements mandated by law, intrusions against security regulations and adverse operational impacts.

ARTICLE 5: SERVICES

CLERK, his employees or agents, will provide SUBSCRIBER with access to the electronic records via the Website that are listed in Exhibit "A".

SUBSCRIBER is responsible for all maintenance and repair work required to keep SUBSCRIBER'S equipment in operating order, and to make connectivity to the Clerk's DIREC Website through SUBSCRIBER'S Internet Service Provider.

ARTICLE 6: CLERK'S OBLIGATIONS

Following the execution of this Agreement, CLERK will provide SUBSCRIBER with limited consultation via email on specific problems or questions that arise in the use of the DIREC Subscription Service. However, CLERK does not guarantee consultation results nor warrants or represents that all errors or problems will be corrected. Assistance will only be available Monday through Friday, from 8:00 a.m. to 5:00 p.m. with the exception of Okaloosa County Clerk of Court holidays.

ARTICLE 7: SUBSCRIBER'S OBLIGATIONS

SUBSCRIBER is responsible for ensuring that its location or its terminal is not used by unauthorized Users to access information from the Clerk's DIREC website. Unauthorized Users for the purposes of this Agreement shall be any person or entity other than **SUBSCRIBER** or its Authorized Users.

SUBSCRIBER shall notify **CLERK** in writing when any Authorized User's status with **SUBSCRIBER** is modified. **CLERK** will revoke and issue **SUBSCRIBER** a new password upon receipt of **SUBSCRIBER'S** change of status notice.

Information accessed from Clerk's DIREC website is for the use of **SUBSCRIBER** in the ordinary course of its business. The information is not intended or permitted to be represented as the official governmental record required by law. In the event of a breach of this paragraph, **CLERK** is entitled to seek injunctive relief restraining **SUBSCRIBER** from accessing information from the website, and/or terminate this Agreement in accordance with Article 14 herein. This shall not be construed as prohibiting the **CLERK** from pursuing any other remedy available at law or equity for such breach.

SUBSCRIBER is responsible for ensuring that use of the Clerk's DIREC website by its Authorized Users is conducted in a proper and legal manner. If **SUBSCRIBER** or one of its Authorized Users is charged with a crime arising out of use of the Website, **CLERK** shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting **CLERK** from pursuing any other remedy available at law or equity for such a breach.

THIS INFORMATION IS PROVIDED SUBJECT TO THE LAWS OF THE STATE OF FLORIDA. **SUBSCRIBER** is responsible for compliance with all laws regarding confidentiality and exemptions to the public records laws. Subscribers requiring access to agency records are hereby noticed of the recently enacted laws concerning social security numbers and bank related account numbers. These laws include and may not be limited to Chapter Law 2002-256, Chapter Law 2002-302, and Chapter Law 2002-391. By accessing information via DIREC website **SUBSCRIBER** accepts the transfer of responsibility for compliance with all laws. **SUBSCRIBER** acknowledges that the logins and password are a part of the electronic records security system and as such it is unlawful to transfer the information to unauthorized entities.

ARTICLE 8: LIMITATION OF LIABILITY

SUBSCRIBER hereby relieves and releases **CLERK**, his employees and agents from liability from any and all damages resulting from interrupted service of any kind or to **SUBSCRIBER's** equipment.

SUBSCRIBER hereby relieves, releases, indemnifies, and holds harmless **CLERK**, his employees and agents of any liability for any and all damages resulting from incorrect or any other misinformation accessed from this service.

SUBSCRIBER agrees that **CLERK**, his employees and agents shall not be liable for negligence or lost profits, resulting from any claim or demand against **SUBSCRIBER** by any other party.

No cause of action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought at any time permitted by law.

IN NO EVENT SHALL CLERK, HIS EMPLOYEES OR AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THE ABOVE NAMED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. The information or data accessed by **SUBSCRIBER** may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, **SUBSCRIBER** should consult the official governmental record.

Nothing in this Agreement shall be construed as waiving the sovereign immunity of **CLERK**, his employees and agents.

ARTICLE 9: WARRANTIES

NEITHER CLERK, HIS EMPLOYEES OR AGENTS EXPRESSLY OR IMPLIEDLY WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.

ARTICLE 10: ASSIGNMENT

SUBSCRIBER agrees not to assign any right or interest in this Agreement.

ARTICLE 11: GOVERNING LAW

This Agreement or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable laws of the State of Florida, and venue for any action shall be Okaloosa County.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this Agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

ARTICLE 13: NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified mail to the other party at the address given in Exhibit "A."

ARTICLE 14: TERMINATION

This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other party.

This Agreement may be terminated immediately by **CLERK** and without notice to **SUBSCRIBER** for **SUBSCRIBER**'s failure to comply with the terms of this Agreement. In the event immediate termination is required, notification to **SUBSCRIBER** will be by facsimile transmission or via telephone contact followed up by written confirmation.

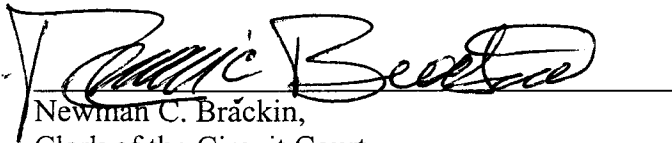
Upon termination of this Agreement, the **DIREC** Subscription Service providing access to electronic records to **SUBSCRIBER** will cease.

CLERK may terminate this Agreement immediately if for any reason the DIREC Subscription Service program is terminated. In the event immediate termination is required notification will be by facsimile transmission or via telephone contact followed up by written confirmation.

This Agreement shall be terminated by **CLERK**, the Custodian of the public records, immediately and without notice to **SUBSCRIBER** in the event **CLERK** determines that any safeguard to protect the contents of its public records from (1) unauthorized remote access, (2) alteration, or (3) disclosure or modification of exempted matters fails to exist or has been breached.

ARTICLE 15: SEVERABILITY

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no affect. The remaining provisions shall continue in full force and effect. **This Agreement is hereby entered into, this** 10th **day of** Sept., 2002



Newman C. Brackin,
Clerk of the Circuit Court,
Okaloosa County, Florida

Before me this 10th day of Sept, 2002, a Deputy Clerk in and for Okaloosa County, Florida, personally appeared **Newman C. Brackin, Clerk of Circuit Court**, known to me to be the person who executed the DIREC Subscription Agreement and acknowledged to me that he executed the same for the purposes therein stated; that he executed the same as his free act and deed and stated that the facts contained therein are true and correct to the best of his knowledge, information and belief.



Deputy Clerk

Jackie Burkett



Jackie Burkett, Chairman
Board of County Commissioners
Okaloosa County

STATE OF Florida)

) SS

COUNTY OF Okaloosa)

Subscribed and sworn to before me this 27th day of Sept., 2002, a Notary Public in and for said state and personally appeared **Jackie Burkett, Chairman, Board of County Commissioners**, known to me to be the person who executed the DIREC Subscription Agreement and acknowledged to me that he executed the same for the purposes therein stated; that he executed the same as his free act and deed and stated that the facts contained therein are true and correct to the best of his knowledge, information and belief.



Jean A. Walker
MY COMMISSION # CC883317 EXPIRES
October 27, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Jean A. Walker
Notary Public

EXHIBIT "A" (Page 1 of 2)

EFFECTIVE DATE

This Agreement Commences on: _____

CONTACT INFORMATION

FOR CLERK:

Newman C. Brackin, Clerk of Court
DIREC Subscription Services
P.O. Drawer 1359
Crestview, FL 32536-1359

FOR SUBSCRIBER:

James D. Curry
Board of County Commissioners
Director, Administrative Services
101 James Lee Boulevard East
Crestview, FL 32536
Telephone: 850-689-5007
Fax: 850-689-5025
E-mail: jcurry@co.okaloosa.fl.us

EXHIBIT "A" (Page 2 of 2)

**APPLICATIONS TO WHICH THIS AGREEMENT AUTHORIZES
SUBSCRIBER INTERNET ACCESS**

OFFICIAL RECORDS

LARGE DRAWINGS

BOARD FINANCE

BOARD BUDGET DOCUMENTS

BOARD BUDGET

DEEDBOOK

BOARD JOURNAL ENTRY

BOARD MINUTES

BOARD RECEIPTS

ORDINANCES

RESOLUTIONS