

**AGENCY REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE  
ROBERT W. "BOB" GERMAINE, HIGHLANDS COUNTY CLERK OF COURT**

**REQUEST FORM:**

*Agency/Firm/Company Name:			
*Agency Head Name			
*Agency Head Title			
*Agency Head E-mail Address			
*Agency Address			
*City/State/Zip			
*Agency Head Phone		Alt. Phone	

**\*Required**

- This Agreement is for an Agency, Company, Law Firm or Commercial Bulk Purchaser ("Agency") to view electronic court records as authorized pursuant to Florida Supreme Court Administrative Order 2016-14 (AOSC16-14) as:
  - Authorized state or local government agency/entity
  - School Board
  - Certified law enforcement officers of federal or state law enforcement agencies
  - State Attorney's Office/Public Defender's Office
  - Florida Attorney General's Office
  - Law Firm
  - Department of Children and Families, or authorized service providers of the agency
  - Commercial purchaser of bulk records

- The undersigned appoints the following as Gatekeeper:

*Gatekeeper Name:			
*Gatekeeper E-mail Address			
*Gatekeeper Address			
*City/State/Zip			
*Gatekeeper Phone		Alt. Phone	

- The undersigned affirms the contact and other information on this Agreement is correct. If Agency needs to designate a different Gatekeeper or update contact information, Agency must provide an updated request on a form provided by Clerk, which, upon submission to Clerk, is incorporated in this Agreement.

**4. Clerk Responsibilities**

- a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
- b. Clerk will provide the Gatekeeper with a unique login ID and password and directions on how to change the password; assign additional login IDs and passwords as requested by Gatekeeper; and process other Gatekeeper requests for Agency's individual users. Contact [clerk@hcclerk.org](mailto:clerk@hcclerk.org) or call 863-402-6546 for help with the site.
- c. Clerk will maintain and modify the site as required by AOSC16-14, which also allows Clerk to limit information and documents viewable online.

## **5. Agency Responsibilities**

- a. To provide Gatekeeper oversight and compliance of the Gatekeeper's responsibilities as set forth below.
- b. To provide updated contact information for Agency by submitting a Request Form.
- c. To understand that paper or electronic documents may not be immediately available online after they are filed with Clerk.
- d. To the extent Agency has authority to and does view confidential information in the electronic court record, Agency shall take all steps necessary to prevent public access to the confidential information.
- e. To protect information or documents received from Clerk under this Agreement or previous Agreements that have been subsequently determined confidential upon notice that the information or documents are confidential.
- f. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.

## **6. Gatekeeper Administration**

The Gatekeeper is charged with the following responsibilities:

- a. Managing the eligible user accounts for Agency, including adding or requesting eligible users to be added by utilizing Clerk's authorized Gatekeeper Management Request form.
- b. Ensuring on a continual basis that all individuals with user accounts are eligible users.
- c. Immediately removing or notifying Clerk when any individual user has ceased to be an eligible user.
- d. Monitoring individual users to ensure that individual use conforms with a

valid agency purpose and is in accordance with AOSC16-14.

- e. Notifying Clerk immediately upon discovery of a password or other security breach, including the discovery that any assigned password is known by an unauthorized person (whether used or not), so that the existing login ID may be deactivated and replacement login information issued.

## **7. Limitations of Liability**

- a. Registered User releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted service of any kind; (b) Registered User's equipment; (c) use of, or viewing of, electronic court records.
  - b. Nothing in this Agreement may be construed as waiving the sovereign immunity of Clerk or Clerk's employees and agents or of the Registered User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or Registered User as set forth in section 768.28(5), Florida Statutes.
8. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in Highlands County, Florida.
  9. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on the Request Form above.

## **10. Termination**

- a. If Registered User breaches the provisions in this Agreement or otherwise uses data or information improperly as deemed by Clerk, Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.
  - b. This Agreement will be terminated immediately if funding is withdrawn for any reason. Registered User acknowledges that Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.
11. If any part of this Agreement is found to be invalid, then it will have no effect,

but the remaining provisions will continue in full force and effect.

Date: \_\_\_\_\_

State of \_\_\_\_\_

Agency Head Signature

County of \_\_\_\_\_

Agency Head Printed Name

Sworn to and subscribed before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

Personally known produced identification  
or \_\_\_\_\_