INTERLOCAL AGREEMENT FOR THE LEON COUNTY (JIS AND JDW) JUSTICE INFORMATION SYSTEM AND JUSTICE DATA WAREHOUSE

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered on _____, by and between LEON COUNTY, a Charter County and political subdivision of the State of Florida (hereinafter "COUNTY"), and the Leon County Clerk's Office (hereinafter "AGENCY").

WITNESSETH:

WHEREAS, the Justice Information System through a Justice Information System/Justice Data Warehouse (hereinafter "JIS/JDW") and associated applications are technological tools for use in the justice community;

WHEREAS, the COUNTY and the AGENCY recognize that sharing justice information across jurisdictional boundaries within Leon County and the 2nd Judicial Circuit of Florida is essential for effective justice data analysis, case tracking/management, and historical justice data;

WHEREAS, the COUNTY, through its Management Information Services (hereinafter "MIS"), is willing to coordinate input and access to data sharing through the JIS/JDW justice data warehouse;

WHEREAS, the COUNTY and the AGENCY agree to participate collectively to establish the relative responsibilities and obligations of each party as to information management, data sharing and access, as well as ensure fair representation of all participating parties through the establishment of a governance body as defined in Exhibit "A". The governance body will be the Criminal Justice Coordinating Council (hereinafter "CJCC"); and

WHEREAS both the COUNTY and the AGENCY have the authority to enter into this Interlocal Agreement pursuant to FS 163.01.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained it is agreed by and between the parties hereto as follows:

1. **Term of Agreement**

This Agreement shall be in effect unless canceled as provided herein upon written agreement of each party. This Agreement may be reviewed for continuation by the CJCC.

2. **Scope**

A. The COUNTY agrees to act as the coordinator of the JIS/JDW to facilitate both the input of and access to justice information data for use by participating justice agencies for the purpose of effective crime analysis, criminal case tracking/management and historical criminal data.

B. The AGENCY shall retain all rights to ownership of its AGENCY data, irrespective of the inclusion of its data within the JIS/JDW. The AGENCY hereby authorizes input of, and access to, its data for the sole purpose of extending the usefulness of the data by participating agencies for effective justice data analysis, case tracking and historical justice data collection throughout Leon County and the 2nd Judicial Circuit of Florida.

C. The COUNTY and the AGENCY agree to the following:

1) Each party shall participate in the JCC for the purpose of JIS/JDW administration.

2) Each party shall abide by the Leon County Justice Information System and Justice Data Warehouse policies set forth in the JIS/JDW procedures document, attached hereto as Exhibit A and incorporated herein as a part of this Agreement.

3) Each party agrees that it is subject to and obligated to comply with the requirements of Chapter 119, Florida Statutes, and Rule 2.420, Florida Rules of Judicial Administration. Each party shall ensure that any of its data which is deemed confidential or exempt from disclosure under Florida law shall be protected from unauthorized inspection.

4) Additional requirements are necessary, given that AGENCY is the record keeper of judicial records under Rule 2.420. See FS 28.13, 28.211, 28.212, & 28.30; Times Publishing Co. v. Ake, 660 So. 2d 255 (Fla. 1995) ("the clerks of the circuit courts, when acting under the authority of their article V powers concerning judicial records and other matters relating to the administrative operation of the courts, are an arm of the judicial branch and are subject to the oversight and control of the Supreme Court of Florida, rather than the legislative branch."). COUNTY acknowledges that its relationship with AGENCY concerning AGENCY's role as the record keeper of judicial records is one of vendor and customer.

a. COUNTY must coordinate with and seek approval from AGENCY when public records requests for judicial records are made to the COUNTY. Specifically:

i. Release of records by COUNTY to insure that all statutory and rule requirements are met, as noted in the attached AGENCY internal policy (Courts Department Policy #9-3, "Confidential Judicial Records").

ii. Requests for COUNTY reports that contain data from court/judicial records for customers.

iii. Creation, review and dissemination by COUNTY of reports which mandate that the Clerk provide such data, i.e., SRS/OBTS.

b. Bulk data requests are subject to special scrutiny due to several Florida Supreme Court orders. COUNTY must coordinate with and seek approval from AGENCY concerning the release of such records before dissemination. See AOSC07-49.

c. COUNTY must coordinate with and seek approval from AGENCY concerning the data needed by each party from AGENCY's civil case maintenance system, Judicial Website, and JIS. Changes to these applications affect both parties, and both parties must be made aware of changes and plans for change.

d. COUNTY must coordinate with and seek approval from AGENCY concerning system requirements as mandated by the Florida Supreme Court. See AOSC10-17.

e. Because JIS/JDW is accessed by many users of many agencies, and data requirements of these agencies overlap, AGENCY must provide COUNTY with a list of those users that have access to court/judicial records and write-access to AGENCY-specific JIS screens for review and approval.

3. **Amendment of the Agreement**

This Agreement may be amended only by written agreement by the parties.

4. **Assignment**

No assignment of this Agreement shall be allowed without the prior written consent of the parties to this Agreement.

5. **Cancellation**

Each party reserves the right to withdraw from this Agreement without cause, by giving no less than sixty (60) days' prior written notice thereof, or with cause, if at any time either party fails to fulfill or abide by any of the terms specified herein. Failure of either party to comply with any of the material provisions of this

Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement.

6. **Availability of Funding**

This Agreement is specifically subject to budgetary appropriation. If sufficient budgeted funds are not available for either party for a new fiscal period, the affected party shall notify the other of such occurrence within ninety (90) days before the last day of the current fiscal year of that party. This Agreement shall terminate on the last day of the then-current fiscal period of said party without penalty or further expense to either party.

7. **Indemnification**

A. Subject to FS 768.28, each party agrees to indemnify each other to the fullest extent allowed by law, and each party shall be responsible for its own acts and omissions, or both, in the performance of this Agreement.

B. COUNTY bears no responsibility and shall not be subject to any liability whatsoever, regarding any information that is encompassed within the JIS/JDW.

9. **Governing Law**

The laws of the State of Florida shall govern this Agreement.

10. **Independent Status of the Parties**

The parties agree that neither is an agent, employee, partner, nor joint venture of the other. Each party acknowledges that it is responsible for complying with all federal and state laws and local ordinances.

11. **Severability**

The terms and conditions of the agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force, unless the particular clause, term, or condition held to be illegal or void renders the balance of this Agreement impossible to perform.

12. **Contract Administration**

A. The contact person for the COUNTY shall be: JIS Coordinator/ Liaison or Designee, Leon County Board of County Commissioners (BCC), 301 S. Monroe St., Tallahassee, Florida 32301.

B. The contact person for the AGENCY shall be the AGENCY Head or a member designated by the AGENCY Head.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

ATTEST
LEON COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
_____, Chairman

ATTEST:
LEON COUNTY, FLORIDA

By: _____
_____, Title

Approved as to Form:
Leon County Attorney's Office:

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTEST:
LEON COUNTY CLERK'S OFFICE

By: _____
Bob Inzer, Clerk of the Court