



Office of Nikki Alvarez-Sowles, Esq. Pasco County Clerk & Comptroller

Internet Access to the Pasco County Clerk & Comptroller's Office

Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller, is pleased to provide Internet access to several of the records series maintained by her Office. Public access to the electronic **Official Records Index (ORI)** is available **at no cost** through our Internet web site.

www.pascoclerk.com

Information on office locations, fees and other services is also available through this site.

An Enhanced Internet Access Service (EIAS) is offered to provide the commercial web user with greater search capabilities.

EIAS subscription service provides access to:

- 🕒 Official Records **Index search**
- 🕒 **Images** of available Official Records (from early 1975 to the current date)
- 🕒 The ability to **print copies** of those images
- 🕒 Access to **civil and probate courts case indexes**
- 🕒 The ability to **download** information files/reports

Other applications will be added to the EIAS services as they become available.

To subscribe:

Mail a fully executed **ESCROW/SERVICE AGREEMENT** (include all 5 pages) to:

Director of Support Services
Pasco County Clerk & Comptroller
P.O. Box 338
New Port Richey, FL 34656-0338

SERVICES AGREEMENT
PASCO COUNTY CLERK & COMPTROLLER

Governmental Agency Access

THIS AGREEMENT is entered into by and between the PASCO COUNTY CLERK & COMPTROLLER, hereinafter referred to as the "CLERK & COMPTROLLER", and _____, a state governmental agency or agent thereof, hereinafter referred to as the "CUSTOMER".

WITNESSETH

THAT FOR AND IN CONSIDERATION of the mutual covenants and promises of all parties hereto, it is hereby agreed as follows:

I. PERIOD OF AGREEMENT

This AGREEMENT shall commence on the first day following acceptance by the CLERK & COMPTROLLER and will remain in force until canceled in writing. Cancellation notice by the CUSTOMER shall be addressed to: Director of Support Services, Pasco County Clerk & Comptroller, P.O. Box 338 New Port Richey, FL 34656-0338. Cancellation notice by the CLERK & COMPTROLLER will be addressed to the last address of record of the CUSTOMER.

II. ENHANCED INTERNET ACCESS SERVICE

The CUSTOMER may elect to utilize Enhanced Internet Access Services (EIAS) to access certain data, which is compiled and/or created by the CLERK & COMPTROLLER, in the normal course of business.

A. DATA AVAILABLE USING ENHANCED INTERNET ACCESS SERVICE

1. The Online Official Records Index System and related images as available in the Official Records library of the CLERK & COMPTROLLER are accessible through the Enhanced Internet Access Service. (Note: Official Records do NOT include, for example, Tax Collector or Property Appraiser records, the court information system, nor court files.) The CLERK & COMPTROLLER will make other public data available as it is added to the System. Access under this AGREEMENT does not include any record exempted or otherwise made non-public pursuant to Florida Law. Certified copies of Official Records images are not available through the Enhanced Internet Access Service.
2. Civil and Criminal Courts System applications as they become available.
3. Downloadable information files/reports as they become available. Current examples include Official Records Daily Index Data, Traffic Citation Data and Tenant Eviction Data.
4. ADDENDUM "A" lists the applications and files available through this service at the time of entering into this AGREEMENT.

B. CONDITIONS AND RATES FOR ENHANCED INTERNET ACCESS SERVICE

The following specific rates and conditions apply:

As a state governmental agency, or an agent working on behalf of such a state governmental entity, the CLERK & COMPTROLLER is hereby waiving the imposition of a set-up fee and the monthly access fees charged to non-governmental subscription customers. As such, the CUSTOMER agrees to provide reasonable supervision of its employees and/or agents to assure that the services herein provided are utilized solely for the public purpose of the CUSTOMER agency.

C. SYSTEM AVAILABILITY AND EQUIPMENT REQUIREMENTS

1. The EIAS is provided as an enhanced service and, as such, the CLERK & COMPTROLLER will endeavor to provide continuous operation of the system and related Internet web site. Whenever possible, routine maintenance will be conducted after 5 p.m. and before 8 a.m. on business days with advance notice provided on the site. However, the CLERK & COMPTROLLER will not be responsible for service interruptions caused by circumstances outside of her control or by failures of system equipment, and will incur no liability for system downtime during the hours of normal availability. Additionally, the CLERK & COMPTROLLER reserves the right to reduce or limit EIAS service during unusual circumstances such as, but not limited to, "brownouts", emergency production requirements, and intrusions against security functions or other adverse operational impacts.
2. The CUSTOMER is solely responsible for all equipment and software necessary to access the CLERK & COMPTROLLER'S System from the CUSTOMER'S location. CUSTOMER must have access to the Internet and an Internet browser that supports access to the CLERK & COMPTROLLER'S web site. Netscape Navigator (version 6.0 or higher) and Internet Explorer (version 5.1 or higher) are known to be compatible. **The Clerk & Comptroller's Office personnel will not be available to assist in the installation of this software or with the setup/trouble shooting of your Internet connection.**
3. The CLERK & COMPTROLLER reserves the right to suspend or terminate this AGREEMENT if it is determined that the CUSTOMER or his agents have or have attempted to, circumvent the software or security of the CLERK & COMPTROLLER'S network or other equipment.

IV. GENERAL

- A. The CLERK & COMPTROLLER does not warrant, either in an implied or express manner, the information or data accessed by the CUSTOMER. Neither the CLERK & COMPTROLLER, her deputies, agents or other employees, nor any successor in Office shall 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 & COMPTROLLER be liable for any special or consequential damages or for any indirect damages resulting from the CUSTOMER'S use or application of the information.
- B. The quality of a reproduction of an image record is limited by the quality of the original record filed with the CLERK & COMPTROLLER. The CLERK & COMPTROLLER is not, however, responsible for any defects/errors of a record received by the CUSTOMER, which are due to defects and/or limitations in the CUSTOMER'S equipment. The CUSTOMER may request that the CLERK & COMPTROLLER review reproductions of a file record that the CUSTOMER believes to be defective. For significant defects in image quality which are determined by the CLERK & COMPTROLLER to have been caused by the CLERK & COMPTROLLER'S equipment or processing, the CLERK & COMPTROLLER will provide the CUSTOMER a duplicate of the original record at no additional cost to the CUSTOMER. The provision of a replacement for the unsatisfactory reproduction will be the limit of the CLERK & COMPTROLLER'S liability. For any defects in quality which are determined by the CLERK & COMPTROLLER not to have been caused by the CLERK & COMPTROLLER (or the CLERK & COMPTROLLER'S imaging equipment), the CUSTOMER hereby agrees to pay the appropriate fee for the record provided.
- C. The CLERK & COMPTROLLER may periodically amend this AGREEMENT upon notice to CUSTOMER. Amendments by the CLERK & COMPTROLLER shall become effective upon notice. The CUSTOMER will have the option of accepting amendment conditions or terminating this AGREEMENT. The CUSTOMER may seek amendment to this AGREEMENT from the CLERK & COMPTROLLER.
- D. This AGREEMENT supersedes all prior public records dial-up or other computerized record access service agreements, letters or any other arrangements between the parties.
- E. In the event that it is necessary to file legal action to recover any sums owed under this AGREEMENT, the CLERK & COMPTROLLER shall be entitled to recover from the CUSTOMER all reasonable costs of litigation and attorney's fees incurred in connection therewith. Florida law shall govern any judicial proceedings related to this AGREEMENT with venue vesting in the courts of Pasco County, Florida.

V. DELIVERY OF SERVICES

The CLERK & COMPTROLLER reserves the right to delay delivery of any and all services contemplated under this AGREEMENT when such delay is caused by: lack of materials necessary to provide such services; equipment malfunctions; or any other causes beyond the control of the CLERK & COMPTROLLER.

VI. TERMINATION

The CLERK & COMPTROLLER may terminate this AGREEMENT, with or without cause, at any time.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purpose herein expressed on the dates noted below.

CUSTOMER (Agency) Name-Print or Type

Telephone Number

Signature - Authorized Agency Official

Date

Printed Name - Agency Official

Title of Agency Official

Customer's Mail Address

Customer's Street Address (if different than mail address)

E-Mail Address to Send User ID and Password

ACCEPTED:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

DATE

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| TO BE COMPLETED BY CLERK & COMPTROLLER'S OFFICE IT PERSONNEL ONLY |
| USERNAME: |
| PASSWORD: |
| DATE ACCOUNT SETUP: |
| DATE SUBSCRIBER NOTIFIED: |

ADDENDUM "A"

ESCROW / SERVICES AGREEMENT PASCO COUNTY CLERK & COMPTROLLER

LISTING OF APPLICATIONS AND DATA FILES AVAILABLE THROUGH THE CLERK & COMPTROLLER'S ENHANCED INTERNET ACCESS SERVICE (As of January 1, 2009)

| <u>Name</u> | <u>Date Available</u> |
|--|--------------------------|
| Online Official Records (O.R.) Index | Available |
| Deed Search Capabilities | Available |
| Owner Finance Mortgage Search Capabilities | Available |
| Court's Circuit Civil Subsystem | Available |
| Circuit Civil New Case Search Capabilities by Case Type | Available |
| Court's County / Small Claims Subsystem | Available |
| County Civil / Small Claims New Case Search Capabilities by Case Type | Available |
| Court's Probate/Guardianship Subsystem | Available |
| Probate/Guardianship New Case Search Capabilities by Case Type | Available |
| Downloadable file – O.R. Daily Index Data | Available |
| Downloadable file – Traffic Citation Data | Available |
| Downloadable file – Tenant Eviction Data | Available |
| Downloadable file – Foreclosure Lis Penden Data | Available |
| Downloadable file – Foreclosure Sale Data | Available |
| Court's Criminal Justice Information System (link to myfloridacounty.com) | Available |
| Court's Traffic Subsystem | No date set at this time |