

AGREEMENT BETWEEN THE FLORIDA COURTS E-FILING AUTHORITY, FLORIDA DEPARTMENT OF CORRECTIONS AND FLORIDA SHERIFFS ASSOCIATION RELATED TO ELECTRONIC COMMITMENT PACKETS

This Agreement is entered into this ____ day of _____, 2020, by and between the Florida Courts E-Filing Authority (the “E-Filing Authority”), the Florida Department of Corrections (the “FDOC”) and the Florida Sheriffs Association (the “FSA”) relating to transferring electronic commitment packets in the State of Florida.

RECITALS

WHEREAS, the E-Filing Authority, has worked closely with FDOC to utilize the Florida Courts E-Filing Portal (the “Portal”) as a secure method for transferring documents; and

WHEREAS, since 2014 all counties send their modified sentencing documents to FDOC through the Portal; and

WHEREAS, in an effort to expand this functionality, the E-Filing Authority and FDOC worked on a pilot program with County Clerks and law enforcement agencies to accept new electronic commitment packets through the Portal; and

WHEREAS, the pilot program has been a success and the parties wish to formalize this new process for transferring commitment packets electronically.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

I. RECITALS

The recitals set forth above are incorporated in and made part of this Agreement.

II. EFFECTIVE DATE, DURATION, TERMINATION AND RENEWAL

A. This Agreement shall be effective upon execution by all parties and shall terminate one (1) year from that date set forth above. This Agreement will automatically renew for successive one (1) year periods.

B. Any party may terminate this Agreement without cause by providing the other parties with written notice of termination at least thirty (30) days.

III. DUTIES OF PARTIES AND THE PROCESSING OF ELECTRONIC COMMITMENT PACKETS

A. FCCC agrees to encourage County Clerks, and FSA agrees to encourage local Sheriff's Offices, to participate in this program. The FSA is not responsible for ensuring compliance by any Sheriff's Office that participates in the program. The FCCC is not responsible for ensuring compliance by any Clerk's Office that participates in the program.

B. This is a strictly voluntary program, which the E-Filing Authority is making available to participating Clerk's Offices and Sheriffs Offices who wish to streamline the transferring of electronic commitment packets. Both the Clerk's Office and Sheriff's Office in a given county will need to agree to jointly participate in this program.

C. The process will be as follows:

1. The Clerk's Office, on behalf of the court, will prepare their documents that are part of the commitment packet and send them to the Sheriff's Office through the Portal.
2. The Portal will send an email notification to the Sheriff's Office notifying them that a commitment packet has been submitted and is ready for processing.
3. The Sheriff's Office will retrieve the Clerk's documents through the Portal's Work Bench.
4. The Sheriff's Office will download the Clerk's document, add their own documents, place them in the order required by FDOC (see below) and save as a PDF commitment packet.
5. The Sheriff's Office will then upload the PDF commitment packet in the Portal and send it to the Reception Center.
6. Once received by the Reception Center, both the Sheriff's Office and Clerk's Office will receive an acknowledgment email, which will also advise the Sheriff's Office that the inmate may be transported.
7. Inmates cannot be transferred until the Reception Center has sent an acknowledgment email through the Portal that the documents are sufficient for transferring the inmate.

D. FDOC requires the PDF commitment packets listed in this exact order:

1. "Uniform Commitment to Custody of Department of Corrections," DC6-306
2. Information or indictment by grand jury filed by State Attorney.
3. Judgment and sentence of court.
4. Amended/corrected/mitigated sentences, court orders modifying sentences, probation orders, when applicable.
5. Court minutes, felony disposition and sentence data.
6. Sentencing guideline scoresheet.
7. "Sheriff's Certificate," DC6-307.
8. All other documents (arrest affidavit, probable cause, victim information, etc.).
9. Commitment checklist

IV. AMENDMENTS & MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written and executed amendments, the amendment shall take precedence.

V. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the Second Judicial Circuit of the State Courts of Florida.

VI. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

VII. ENTIRE CONTRACT

A. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by all parties.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereto shall not be construed to be a waiver of the right of the party thereafter to enforce such provisions.

VIII. SEVERABILITY

If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, then the remaining terms of the Agreement shall remain in full force and effect as if the invalid provision had not been included as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**FLORIDA COURTS E-FILING
AUTHORITY**

Chairman

Date: _____

**FLORIDA DEPARTMENT OF
CORRECTIONS**

Date: _____

FLORIDA SHERIFFS ASSOCIATION

Date: _____

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