

**SUPPLEMENTAL AGREEMENT FOR THE
IMPLEMENTATION OF EXPANDED SERVICES RELATED
TO THE STATEWIDE E-FILING COURT RECORDS PORTAL**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this day of 9-27, 2013, by and between the **FLORIDA COURTS E-FILING AUTHORITY** (“Authority”), and the **FLORIDA ASSOCIATION OF COURT CLERKS, INC., a.k.a. FLORIDA COURT CLERKS & COMPTROLLERS** (“Association”).

RECITALS

WHEREAS, on September 22, 2010, the Authority and Association entered into an Agreement for the Design, Development, Implementation, Operation, Upgrading, Support and Maintenance of Statewide E-Filing Court Records Portal (the “Development Agreement”); and

WHEREAS, pursuant to SC11-399, beginning on April 1, 2013, all attorneys are required to electronically file civil case filings through the Florida Courts E-Filing Portal (“Portal”); and

WHEREAS, usage of the Portal has dramatically increased since the mandatory civil E-Filing deadline; and

WHEREAS, usage of the Portal is expected to further increase with the approaching mandatory criminal E-Filing deadline of October 1, 2013; and

WHEREAS, the Association and its wholly owned subsidiary, FACC Services Group, LLC (“Services Group”), have been providing a minimal level of Help Desk operations and training activities which are outside the scope of services to be provided under the Development Agreement at no cost or charge to the Authority; and

WHEREAS, Section 4 of the Development Agreement requires such additional services to be documented in a separate agreement or amendment to the Development Agreement, and

WHEREAS, the Authority recognizes the need to have the Association provide full-time, available, and responsive, Help Desk Services to support the increased level of usage and to meet the needs of Portal users; and

WHEREAS, the Development Agreement requires the Portal to include transmissions to and from appropriate courts; and

WHEREAS, the Development Agreement and the Statement of Work between the Authority and the Association requires the Portal to meet or exceed the requirements of the Florida Supreme Court Standards for Electronic Access to the Courts (adopted June 2009, amended May 2013) and the amendments to those standards; and

WHEREAS, the Florida Supreme Court Standards for Electronic Access to the Courts requires the Portal to accommodate bi-directional transmissions to and from the courts; and

WHEREAS, Section 2.b. and 2.b.(2), of the Development Agreement requires the Portal to allow electronic access to electronic Court Records by authorized users; and

WHEREAS, Section 2.b. (9), of the Development Agreement requires the Portal to provide for integration with existing statewide systems; and

WHEREAS, the parties desire to enter into this Supplemental Agreement to authorize the Association to perform additional Help Desk services outside the scope of services as provided in the Development Agreement and to clarify that certain services are not additional and are listed or contemplated by the Development Agreement and the Statement of Work, as more fully described in section 4.1 herein.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: AMENDMENT TO THE DEVELOPMENT AGREEMENT

The recitals set forth above are true and correct and are incorporated herein as essential terms of this Supplemental Agreement which shall be considered as an amendment to and incorporated as a part of the Development Agreement.

ARTICLE II: HELP DESK SERVICES

2.1 **Purpose of the Help Desk.** The Association shall provide Help Desk services (“Help Desk”) related to the use of the Florida Courts E-Filing Court Records Portal (“Portal”), including but not limited to:

- a) Responding to inquiries from Portal users in a courteous, timely, and professional manner;
- b) Resolving Portal user questions or problems by providing timely and accurate information;
- c) Tracking and reporting on Help Desk activities and performance metrics.

2.2 **General Responsibilities.** The Help Desk shall field inquiries via electronic mail and telephone. The Association agrees to continue to use the latest technology available to improve communications with Portal users, subject to available funding. The Association shall develop and maintain manuals, procedures, scripts, and/or other materials as needed to ensure high quality customer service. A Help Desk management and tracking system shall be used by the Association to track the status of inquiries and various performance metrics, including the results of customer satisfaction surveys.

2.3 **Implementation and Operation.** The Authority shall adopt appropriate policies and procedures for the implementation and operation of the Help Desk which shall include but not be limited to:

- a) Reasonable hours of operation to best serve the needs of the Portal users.
- b) Performance metrics and goals to document the delivery of Help Desk services.
- c) Security necessary to maintain confidentiality of Portal account credentials, data and user information.

2.4 **Implementation Date.** The Authority shall adopt the policies and procedures referenced in 2.3 above no later than November 1, 2013 and the Association shall fully implement and begin fully operating the Help Desk in accordance with the adopted policies and procedures within 90 days thereafter.

2.5 State and Federal Law Compliance. In accordance with requirements such as those of the Americans with Disabilities Act, and the Americans with Disabilities Act Amendments Act (2008), and applicable state requirements, Help Desk services must incorporate reasonable accommodations for access by persons with disabilities, including visually impaired and hearing impaired persons. The Association shall comply with all applicable state and Federal laws as described in Section 14 of the Development Agreement in its performance under this Agreement.

2.6. Transition to New Service Provider. At the direction of the Authority, but no later than three (3) months prior to the end of the Association's contract, the Association shall work with the Authority and another vendor(s) selected by the Authority, if applicable, at the conclusion of the Agreement, to transition the Help Desk services, including training and non-proprietary knowledge transfer. The Association's activities shall include:

- a) Preparation of a transition plan that describes the activities and materials used to provide Help Desk services, and the plan for transitioning the service to a new provider.
- b) Conference call(s) and webinars to present the transition plan to the Authority and the new service provider.
- c) Hand-off transition assistance during the transfer of Help Desk services to the new service provider.

The Authority shall provide for any reasonable expenses incurred by the Association in preparing and implementing the transition plan and hand-off transition assistance required by this section.

ARTICLE III: EDUCATIONAL OUTREACH PROGRAM

3.1 General Purpose and Objectives. The Association shall implement a comprehensive educational outreach program that will inform Portal users, the legal community, the public and the Clerks of Court, of the requirements and benefits of mandatory E-Filing, as well as Help Desk services. Such outreach and training activities shall include, but not be limited to, the development of web-based training tools, on-going training workshops and educational events.

3.2 Policies and procedures. The Authority shall adopt appropriate policies and procedures for the implementation and operation of the educational outreach program.

3.3 Implementation. The Association shall provide reports of its educational outreach activities to the Authority on a quarterly basis or as requested by the Authority. The reports shall be made available on the Authority's website for the public to view.

ARTICLE IV: PORTAL SERVICES

4.1 Portal Services and Applications. The Association shall provide each of the following services or applications to the Portal as set forth and contemplated in the Development Agreement and the Statement of Work attached and made a part of the Development Agreement:

- a) The capability for Portal users to view documents online in their cases directly using the Portal.

- b) Functionality to enable the courts to send documents directly to the litigants, parties, and their attorneys through the Portal.

4.2 Additional Portal Services and Applications. The Association shall provide any of the following services or applications to the Portal in addition to those set forth in the Statement of Work attached and made a part of the Development Agreement if requested by the Authority and adequate funding is available or anticipated to develop, implement and operate the service or application:

- a) Analyze the current website to identify performance issues that may impact the website enhancements, services, and applications outlined in this Agreement. Propose a plan and budget to fix these issues in consultation with the Authority.
- b) Allow for clerk-to-clerk functionality, enabling the Clerks of Court to send documents to each other and transfer cases between courts.
- c) Improve consistency and uniformity in document descriptions, interface, functionality, and have consistent drop-down menus for filing from county to county so that a filer has the same choices except for unique jurisdictional matters where the filing is being made.
- d) Analyze the current website to identify performance issues that may impact the flow of payments to appropriate accounts to avoid delays in payment transfers.
- e) Work with the Authority to design new layouts and organize revised website content.
- f) Create applications for mobile devices (apps).

The Association shall document any claim that it may assert concerning the inadequacy of funds available or anticipated to be available to the Association.

4.3 Portal Capacity. The Association shall provide for the necessary capacity and infrastructure enhancements to accommodate usage beyond the volumes set forth in the Development Agreement, Attachment A, Statement of Work.

4.4 Implementation. The Association shall provide a report of its progress implementing the services and applications listed in Section 4.1 of this Agreement as requested by the Authority.

ARTICLE IV: AUTHORITY BOARD EXPENSES

Expenses of the Board's Governance. The Authority is governed by a Board of Directors ("Board"), which has exclusive jurisdiction, control and supervision over the Portal. In order to perform its necessary functions, the Board is required to obtain liability insurance and procure the services of attorneys and auditors. As the Board serves an essential function to the Portal, the Authority hereby authorizes the Association to fund the expenses of the Board's governance through the electronic payment processing fees collected and retained. Board expenses authorized to be paid by the Association from the fees collected and retained include, but are not limited to, staffing, Authority staff meeting and travel expenses, and other necessary Board expenses.

ARTICLE V: FUNDING

5.1 Fees: Pursuant to section 3.a of the Development Agreement and s. 215.322, Florida Statutes, the Association through the FACCSG, serving as its vending service company, is authorized to charge and collect a fee as authorized by law for processing payments through the Portal's electronic payment system. The amount of the payment processing fee shall be a fair market rate and approved by the

Authority. The Authority shall periodically review the fee and adjust to the current fair market rate as appropriate.

5.2 USE OF FUNDS. The fees referenced in section 5.1 above shall be collected and retained by the Association as provided in section 3.c.(4) of the Development Agreement for use in funding the additional duties and services required by this Agreement to be performed by the Association and such other additional enhancements to the Portal as determined by the Authority in the future. In no event shall the fees referenced in section 5.1 above be expended without the approval of the Authority.

ARTICLE VI: MISCELLANEOUS

6.1 The term and termination provisions of this Agreement shall be the same as provided in Section 21 of the Development Agreement.

6.2 This Agreement may be amended only upon the written agreement of the Authority and the Association.

6.3 The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Florida.

6.4 If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement.

6.5 This Agreement shall become effective upon its complete execution.

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

FLORIDA COURTS E-FILING AUTHORITY

BY: 
Tim Smith, Chair

DATE: 9-27-13

FLORIDA COURT CLERKS & COMPTROLLERS

BY: _____
Paula O'Neil, PhD, President

DATE: _____

Authority. The Authority shall periodically review the fee and adjust to the current fair market rate as appropriate.

5.2 USE OF FUNDS. The fees referenced in section 5.1 above shall be collected and retained by the Association as provided in section 3.c.(4) of the Development Agreement for use in funding the additional duties and services required by this Agreement to be performed by the Association and such other additional enhancements to the Portal as determined by the Authority in the future. In no event shall the fees referenced in section 5.1 above be expended without the approval of the Authority.

ARTICLE VI: MISCELLANEOUS

6.1 The term and termination provisions of this Agreement shall be the same as provided in Section 21 of the Development Agreement.

6.2 This Agreement may be amended only upon the written agreement of the Authority and the Association.

6.3 The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Florida.

6.4 If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement.

6.5 This Agreement shall become effective upon its complete execution.


IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

FLORIDA COURTS E-FILING AUTHORITY

BY: _____
Tim Smith, Chair

DATE: _____

FLORIDA COURT CLERKS & COMPTROLLERS

BY: 
Paula O'Neil, PhD, President

DATE: 9/26/13