

**SUPPLEMENTAL AGREEMENT FOR THE DEVELOPMENT AND
IMPLEMENTATION OF VALUE ADDED SERVICES RELATED TO THE
STATEWIDE E-FILING COURT RECORDS PORTAL**

THIS SUPPLEMENTAL AGREEMENT (“VAS Supplemental Agreement”) is made and entered into this ____ day of _____, 2025, 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 3, 2010, the Interlocal Agreement establishing the Florida E-Filing Authority (the “Interlocal Agreement”), was entered into by and between those certain Clerks of the Circuit Court executing the Interlocal Agreement, and the Clerk of the Florida Supreme Court as designee of the Chief Justice of the Florida Supreme Court (“Court”) on behalf of the State Courts System (“SCS”); and

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

WHEREAS, on September 27, 2013, the Authority and Association entered into a Supplemental Agreement for the Implementation of Expanded Services Related to the Statewide E-Filing Court Records Portal (“Portal Supplemental Agreement”), to expand services such as Help Desk and training operations, without requiring the express approval of the Florida Supreme Court; and

WHEREAS, the Authority now recognizes that certain Value Added Services (“VAS”) may affect or be affiliated with certain Court-related functions (as that term is used in the Interlocal Agreement); and

WHEREAS, the Authority desires to establish a framework for approving and funding new VAS activity that may not be expressly set forth in the Interlocal Agreement (such matters expressly set forth in the Interlocal Agreement being “Core Portal Functions”) in full compliance with applicable Court rules, administrative orders, and supervisory standards; and

WHEREAS, the Core Portal Functions—including, but not limited to, electronic filing, access to one’s own cases, and e-service—shall not be considered as VAS; and

WHEREAS, the Association, through its wholly owned subsidiary FACC Services Group, LLC (“Services Group”), is best positioned to develop and support new services that enhance the capabilities of the Statewide E-Filing Court Records Portal (“Portal”) while maintaining continuity, security, and user familiarity; and

WHEREAS, the Clerk of the Florida Supreme Court , as designee of the Chief Justice and voting member of the Authority under the Interlocal Agreement, must cast an affirmative vote on any VAS that materially and adversely impacts Court-related functions of the Portal, in order for

the service to be valid and become effective, consistent with Section 3.4 of the Interlocal Agreement.

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 Authority and Association 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 VAS Supplemental Agreement, which shall be considered an amendment to and incorporated into the Interlocal Agreement, Development Agreement, and Portal Supplemental Agreement. Any VAS that materially and adversely impacts Court-related functions shall require the affirmative vote of approval of the Clerk of the Florida Supreme Court as the designee of the Chief Justice on behalf of the SCS.

ARTICLE II: VALUE ADDED SERVICES (VAS)

2.1 Definition and Scope. Value Added Services (VAS) are defined as any services delivered through the Portal that go beyond the Core Portal Functions as defined in this VAS Supplemental Agreement. VAS may include, but are not limited to, fee-based subscription access to additional public records, analytics tools, supplemental subscriptions to case updates, and user-facing enhancements.

2.2 Exclusions. Nothing in this VAS Supplemental Agreement shall authorize the Association to materially and adversely alter or redefine the Core Portal Functions without a further written amendment to the Development Agreement and any necessary approvals from the Clerk of the Florida Supreme Court as the designee of the Chief Justice on behalf of the SCS.

2.3 Delivery of Services. All VAS shall be developed and delivered by the Association or the Services Group. No third-party vendors or outside integrations shall be used unless otherwise approved by the Authority Board of Directors.

2.4 Approval Process. Prior to the development or launch of any new VAS, the Association shall submit to the Authority a written summary of the proposed service, the intended functionality, and the proposed pricing model. No VAS may be implemented without prior approval by the Authority through Board rule, regulation, resolution, or order consistent with Section 3.3 of the Interlocal Agreement. Any VAS that materially and adversely impacts Court-related functions shall require the affirmative vote of approval of the Clerk of the Florida Supreme Court as the designee of the Chief Justice on behalf of the SCS.

2.5 Technical Requirements. No feasibility study or pilot program shall be required. However, all VAS must operate within the existing security, confidentiality, and ADA compliance structures governing the Portal.

ARTICLE III: PRICING AND REVENUE

3.1 **Fees.** The Authority may impose subscription fees and/or transactional fees for VAS.

3.2 **Approval of Pricing.** All pricing models for VAS shall be approved by the Authority on a case-by-case basis through formal written Board action consistent with Section 3.3 of the Interlocal Agreement. No VAS pricing shall take effect without such written approval.

ARTICLE IV: USE OF FUNDS

4.1 **Expenditures.** No funds collected under this Agreement may be expended without the express approval of the Authority.

4.2 **Revenue Allocation.** Funds collected from VAS shall be allocated as follows:

- a) First Priority: Payment to the Association for developing or implementing each approved VAS;
 - b) Second Priority: Payment to the Association for operating, supporting and maintaining each approved VAS; and
 - c) Third Priority: Future Portal enhancements approved by the Authority.
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ARTICLE V: REPORTING

5.1 **Quarterly Reports.** The Association shall submit to the Authority quarterly reports detailing:

- a) Number of active subscriber accounts and/or transactions per each approved VAS;
- b) Revenues received and expenditures made for implementation of each approved VAS; and
- c) Data on the documented impact that each approved VAS has had on the Authority's Help Desk.

5.2 **Transparency.** The reports described in Section 5.1 may be posted to the Authority's website or otherwise made available to the public upon request. Proprietary, confidential business information shall be redacted from public versions, if appropriate.

ARTICLE VI: TERMINATION OR MODIFICATION OF SERVICES

6.1 **Board Oversight.** The Authority reserves the right to suspend, terminate, or modify any approved VAS by formal action of the Board consistent with Section 3.3 of the Interlocal Agreement.

6.2 **Discontinuation of Service.** In the event that any approved VAS is no longer viable or effective, the matter shall be presented to the Board for a vote on discontinuation of the service consistent with Section 3.3 of the Interlocal Agreement.

ARTICLE VII: MISCELLANEOUS

7.1 Term and Termination. The term and termination provisions of this Agreement shall be the same as those provided in Section 21 of the Development Agreement. Any decision by the Authority to terminate or materially alter an approved VAS that materially and adversely impacts Court-related functions shall also require the affirmative vote of the Clerk of the Florida Supreme Court as the designee of the Chief Justice on behalf of the SCS.

7.2 Amendments. This VAS Supplemental Agreement may only be amended upon the written agreement of the Authority and the Association.

7.3 Governing Law. This VAS Supplemental Agreement shall be governed by the laws of the State of Florida.

7.4 Severability. If any provision of this VAS Supplemental Agreement is held to be invalid or unenforceable, such determination shall not affect the remaining provisions.

7.5 Effective Date. This VAS Supplemental Agreement shall become effective upon its complete execution.

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

FLORIDA COURTS E-FILING AUTHORITY

By: _____ Name: _____

Title: _____ Date: _____

FLORIDA COURT CLERKS & COMPTROLLERS

By: _____ Name: _____

Title: _____ Date: _____