

**INTERLOCAL AGREEMENT ESTABLISHING THE
FLORIDA E-FILING AUTHORITY**

By

And

Between

Various Clerks of Circuit Courts of the State of Florida

and

The Clerk of the Florida Supreme Court, as the designee of the

Chief Justice of the Florida Supreme Court



Janice Thompson
December 15, 2010

Interlocal Agreement
Establishing The
Florida E-Filing Authority

This Interlocal Agreement Establishing The Florida E-Filing Authority, dated as of September 3 2010 (the "Interlocal Agreement"), entered into by and between those certain clerks of the circuit court executing this Interlocal Agreement and those clerks of the circuit court joining in this Interlocal Agreement hereto, and the clerk of the Florida Supreme Court, as the designee of the Chief Justice of the Florida Supreme Court on behalf of the state courts, each one constituting a "public agency" under Part I of Chapter 163, Florida Statutes, (collectively, the "Clerks");

WHEREAS, the Clerks of the Circuit Court are the official custodians of the records of the Circuit and County Courts in each such clerk's respective county, and the Clerk of the Florida Supreme Court is the official custodian of the records of the Florida Supreme Court, each subject to all statutes, Florida Supreme Court rules and Administrative Orders of the Chief Justice of the Florida Supreme Court applicable to the respective clerk in the performance of that function; and

WHEREAS, each of the Clerks has the power and responsibility to develop, acquire, construct, own, improve, operate, manage and maintain database systems for court filings and related records; and

WHEREAS, in accordance with the Legislative directive and recognition by the Florida Supreme Court of a need to develop and implement a system for statewide electronic filing of Florida county, circuit and appellate court records, the Clerks desire to create a public entity pursuant to Chapter 163, Florida Statutes for the design, development, implementation, operation, upgrading, support and maintenance of a portal for the receipt by electronic filing of such court records; and

WHEREAS, the Florida Association of Court Clerks, Inc., the members of which are the duly elected Clerks of the Circuit Courts and County Comptrollers, through its wholly owned subsidiary FACC Services Group, LLC, has developed a statewide electronic portal which provides the capability for a common entry point for all court electronic filings in the County Court, Circuit Court, District Courts of Appeal and Supreme Court in the State of Florida; and

WHEREAS, Part I of Chapter 163, Florida Statutes permits the Clerks, as public agencies under the Florida Interlocal Cooperation Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Clerks share in common and which each might exercise separately, permitting the Clerks to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will best serve geographic, economic, population and other factors influencing the needs of such Clerks; and

WHEREAS, the Clerks have determined that it is in the best interest of the Clerks, the judiciary and the public, and it is a valid public purpose, for the Clerks to create a separate legal entity to provide for the design, development, implementation, operation, upgrading, support and maintenance of a state-wide system for electronic filings of court records and to contract through that entity with the Florida Association of Court Clerks, Inc., a Florida corporation, to design, develop, implement, operate, upgrade, support and maintain a state-wide portal for the electronic filing of court documents.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the Clerks that the Authority be created as a legal entity and public body and a unit of government with all of the privileges, benefits, powers and terms of this Interlocal Agreement and is hereby created for the purposes described herein, as follows:

ARTICLE 1 DEFINITIONS.

1.1. Definitions. Terms not otherwise defined in this Agreement shall be defined as follows:

- a. "Act" or "Interlocal Act" shall mean Part I, Chapter 163, Florida Statutes.
- b. "Administrative Orders" means those administrative orders adopted by the Chief Justice of the Florida Supreme Court or by the Florida Supreme Court.
- c. "Association" shall refer to the Florida Association of Court Clerks, Inc., a Florida not for profit entity the members of which are the duly elected Clerks of the Circuit Courts and Comptrollers of the state of Florida.
- d. "Board" shall mean the Board of Directors of the Authority as further set forth herein.
- e. "Courts" or "courts" shall mean all county, circuit, and appeals courts in the State of Florida.
- f. "Court Records" shall have the same meaning as provided in Rule 2.420(b)(1)(A), Florida Rules of Judicial Administration, and shall include all court related documents filed in the County Courts, Circuit Courts, District Courts of Appeal and Supreme Court of Florida, and includes, but is not limited to, pleadings, discovery requests and responses, orders, judgments, appellate court briefs, motions, petitions and other appellate court papers in each Florida appellate court.
- g. "Rules of Court" means those rules of procedure adopted by the Florida Supreme Court.
- h. "E-Filing" or "ECF" shall mean filing Court Records to a case through electronic systems and processes in compliance with rule 2.525, Florida Rules of Judicial Administration. E-Filing includes filing a Court Record with accompanying data elements necessary to establish an index of records for new cases, associate the record

with an existing case, and/or allow the judiciary to process and manage their cases from filing to timely final disposition, in the case management system. E-Filing may also be referred to as ECF (Electronic Court Filing as established by The National Center for State Courts).

i. "E-Filing Court Records Portal" or "Portal" shall mean a statewide access point for electronic access to Court Records and the transmission of Court Records to and from the Courts. The Portal will be capable of accepting electronic filings from multiple sources, using common data elements passing to and from each local case system. The Portal shall include the following features:

- Single statewide login
- Single Web access to Court Records by authorized users
- Transmissions to/from appropriate Courts
- Providing Electronic Service of notification of receipt of an electronic filing and confirmation of filing in the appropriate Court file
- Open standards-based integration ability with existing statewide information systems and county E-Filing applications
- Automated interface with E-Recording systems
- Compliance with the Electronic Court Filing 4.0 standard, the Global Justice Extensible Markup Language and Oasis Legal Extensible Markup Language standard developed by the National Center for State Courts.

j. "FACCSG" shall mean the FACC Services Group, LLC, a wholly owned subsidiary of the Association.

k. "Florida Courts Technology Commission" shall mean the commission described in Rule 2.236, Florida Rules of Judicial Administration, and AOSC07-59 and AOSC09-23, or their successor.

l. "Member" shall mean a member of the Authority as set forth herein.

m. "Office of the State Courts Administrator" shall mean the office of the State Courts Administrator as described in rule 2.205(e), Florida Rules of Judicial Administration.

n. "Public Agencies" is as defined in the Interlocal Act.

o. "Supreme Court" shall mean the Florida Supreme Court through its designated representative or committee.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

**ARTICLE 2
THE AUTHORITY**

2.1. CREATION. The Clerks hereby create and establish the Florida E-Filing Authority ("Authority"), a legal entity and public body subject to all applicable Florida statutes, Supreme Court rules and Administrative Orders of the Chief Justice of the Florida Supreme Court that govern the individual clerks of circuit court, clerks of the District Courts of Appeal and clerk of the Supreme Court in the performance of their record-keeping functions, as well as all Rules of Court relating to public records and all applicable laws and county ordinances relating to procurements by the clerks of the circuit court in their capacity as clerk of court. Records of the Authority that are not Court Records are subject to the provisions of Chapter 119, Florida Statutes. All meetings of the Authority shall be open to the public except for any meetings specifically made exempt under Chapter 119.

2.2. PURPOSES. The purpose of this Interlocal Agreement shall be for the establishment of the Authority in order to: (i) design, develop, implement, operate, upgrade, support, and maintain the E-Filing Court Records Portal through contract with the Association and/or its wholly owned subsidiary FACCSG; and (ii) provide the most economic and efficient method for e-filing Court Records.

In creating and organizing the Authority, the Clerks acknowledge and agree that the Supreme Court has supervisory authority over the Authority to the same extent that it has over each individual clerk of circuit court, clerk of the District Courts of Appeal and clerk of the Supreme Court in the performance of their record-keeping functions.

The creation and organization of the Authority and the fulfillment of its objectives serve a public purpose, and is in all respects for the benefit of the people of this State, affected Public Agencies and their constituents, and the persons or entities served by the E-Filing Court Records Portal. The Authority is performing an essential public service. All property of the Authority is and shall in all respects be considered to be public property, and the title to such property shall be held by the Authority for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Authority may deem appropriate. Insofar as provided for by law, all obligations and interest or income thereon and all the property, facilities, services, activities and revenues of the Authority are declared to be nontaxable for any and all purposes by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued by or on behalf of the Clerks or a Public Agency.

2.3. AUTHORITY MEMBERS. The Members shall consist of those Clerks who are parties to this Interlocal Agreement and those Clerks who have executed a Joinder to this Interlocal Agreement. The district courts of appeal are represented in this Interlocal Agreement through the Clerk of the Supreme Court.

2.4. APPELLATE COURTS. The appellate courts, including the Florida Supreme Court, as a group may withdraw from participation in the E-Filing Court Records Portal with the approval of the chief justice and with 30 days written notice to the Authority. Withdrawal of the appellate courts from participation in the Portal will not cause any additional or changed responsibilities

by the parties under the Interlocal Agreement and the Agreement with the Florida Association of Court Clerks, Inc.

2.5. DURATION OF AUTHORITY. The Authority shall exist so long as the E-Filing Court Records Portal, as developed and/or modified in the future, is operated through the Agreement with the Florida Association of Court Clerks, Inc. attached hereto as Exhibit 1 and incorporated herein, or is operated by the Association's assignee approved in accordance with Section 3.4.a. Termination of the Agreement with the Florida Association of Court Clerks, Inc., or its assignee will dissolve the Authority. Notwithstanding, the Authority shall not dissolve unless and until written notice of dissolution is provided to the Florida State Courts Administrator no less than ninety (90) days prior to dissolution, or, for such reasonably longer period as the Florida State Courts Administrator, under direction from the Chief Justice of the Florida Supreme Court, determines is necessary to avoid disruption in the availability of an E-Filing Court Records Portal. Upon dissolution of the Authority all right, title and interest in and to the Portal any other property owned by the Authority shall be transferred to the Office of the State Courts Administrator.

ARTICLE 3 GOVERNANCE

3.1. BOARD OF DIRECTORS.

a. The Authority shall be governed by a Board of Directors. The Board shall consist of the following:

1. A Chair of the Authority, who shall be the chair of the Technology Committee of the Association, as selected by the Association's President.
2. Seven Clerks of the Circuit Court, in addition to the Chair of the Authority, selected annually by the membership of Association, through the Association's seven annual district caucus meetings, or their replacement should a Director resign, is no longer a clerk of the circuit court, or is removed in accordance with the terms of the Association's caucus rules; and
3. The Clerk of the Supreme Court as the designee of the Chief Justice of the Florida Supreme Court.

b. Any Director other than the Clerk of the Supreme Court who is absent for three (3) consecutive meetings of the Board unless otherwise excused by the Chair shall be deemed to have resigned.

c. Any Director other than the Clerk of the Supreme Court may resign from all duties or responsibilities hereunder by giving at least thirty (30) calendar days prior written notice sent by registered mail to the Board. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date. Any Director who resigns shall be replaced in the same manner as the resigning Director was selected.

d. Any resigning Director who is an officer of the Authority shall immediately turn over and deliver to the Authority any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

3.2. MEETINGS.

a. Prior to the beginning of its fiscal year, on a date, place and time as determined by the Board, the Members shall have an annual meeting of the Authority. At the annual meeting the annual statements as required hereunder shall be presented, and such other matter as may come before the Members shall be addressed. In addition to the Annual Meeting, the affairs, actions and duties of the Authority shall be undertaken at a duly called meeting as provided herein. Immediately after the annual meeting of the Members, the Board shall have an annual meeting of the Board.

b. The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a meeting, unless otherwise waived, shall be furnished to each Director not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his or her absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law and in accordance with the Florida Government in the Sunshine law. The Board may participate in a regular or special meeting by, or conduct the meeting through, the use of, any means of communication by which all Directors participating, and all members of the public present, may simultaneously hear each other during the meeting. A Director participating by this means is deemed to be present in person at the meeting.

c. Within thirty (30) calendar days of the creation of the Authority, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

d. At any meeting of the Authority at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Authority, except as hereinafter provided in Subsection 3.4.

e. A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other person of the Authority as may be hereafter designated and authorized by the Board shall be evidence of the action of the Authority and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

f. All meetings of the Members and of the Board shall be conducted in accordance with Roberts Rules of Order.

3.3. POWERS AND DUTIES OF THE BOARD. The Board shall act as the governing board of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

- a. To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.
- b. To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Interlocal Agreement.
- c. To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.
- d. To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Authority.
- e. To select and employ such employees and executive officers the Board deems necessary or desirable, and set their compensation and duties.
- f. To employ or hire such attorneys or firm(s) of attorneys, as it deems appropriate to provide legal advice and/or other legal services to the Authority, and to employ and hire such other consultants as it deems appropriate.

3.4. AFFIRMATIVE VOTE OF CLERK OF SUPREME COURT REQUIRED. The Clerk of the Supreme Court is the designee of the Chief Justice on behalf of the state courts. In order for any of the following actions of the Authority to be valid and become effective, the Clerk of the Supreme Court must vote in the affirmative. The failure of the Clerk of the Supreme Court to vote on any matter described below shall be deemed a negative vote.

- a. Approval of any assignment of the contract or agreement between the Authority and the Florida Association of Court Clerks, Inc., and/or FACC Service Group, LLC, to design, develop, implement, operate, upgrade, support-and maintain the E-Filing Court Records Portal,
- b. Whenever the performance of the Court-related functions of the Portal may be materially and adversely impacted by a project, action or matter within the authority of the Authority, the affirmative vote of the Clerk of the Supreme Court is required.
- c. Approval of any vote to terminate the Agreement with the Florida Association of Court Clerk, Inc. or its assignee.
- d. Approval of any vote by the Board to dissolve the Authority.

The purpose of requiring the affirmative vote of the Clerk of the Supreme Court on the matters set forth above is to provide protection to the Court-related functions of the Portal. As to matters for which the Portal is utilized by the Clerks of the Circuit Courts for non-Court related functions authorized by law, nothing herein shall be construed to require an affirmative vote of the Clerk

of the Supreme Court so long as the performance of the Court-related functions of the Portal are not materially and adversely impacted.

3.5. ELECTION OF OFFICERS. At the annual meeting of the Board, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Authority through its Directors shall elect a Vice-Chairman and Secretary-Treasurer and such other officer(s) as the Board may deem appropriate, to conduct the meetings of the Authority and to perform such other functions as herein provided. At the discretion of the Board, the Secretary-Treasurer may be an employee or vendor of the Authority. Said Chairman, Vice-Chairman and Secretary-Treasurer shall serve one (1) year terms unless they resign from the Authority or such officer is replaced by the Board.

3.6. AUTHORITY OF OFFICERS.

a. The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on behalf of the Authority and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

b. The Secretary-Treasurer, or his or her designee, shall keep minutes of all meetings, proceedings and acts of the Board. Copies of all minutes of the meetings of the Authority shall be sent by the Secretary-Treasurer or his or her designee to all Directors of the Authority. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

3.7. EXPENSES. Members of the Authority shall participate at the expense of the office they represent in accordance with Florida law applicable to public employees. Incidental expenses of the Authority such as meeting notices, recording requirements, and advertising or posting solicitations shall be paid by the Florida Association of Court Clerks, Inc. Staff support shall be provided, as necessary and available, by the Office of the State Courts Administrator. If the Office of the State Courts Administrator is unable or unwilling to provide the required staff support it shall provide written notice of such to the Authority and to FACC. Upon receipt of such written notice FACC shall provide the staff support as necessary.

3.8. LIABILITY. No Director, agent, officer, official or employee of the Authority shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Authority.

**ARTICLE 4
POWERS AND DUTIES**

4.1. POWERS.

a. The Authority, acting through its Board, shall have only the powers necessary to carry out the purposes of this Interlocal Agreement, including the following powers:

- i. To contract with the Association and/or its wholly owned subsidiary FACCSG to develop, implement, operate, maintain and upgrade the E-Filing Court Records Portal all in accordance with a Statement of Work developed by FACC and approved by the Authority and the Florida Supreme Court. The Authority shall hold all right, title and interest to the E-Filing Court Records Portal until dissolution of the Authority, at which time ownership shall transfer to the office of the Florida State Courts Administrator.
- ii. To contract or otherwise procure the services of accountants, attorneys and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate from time to time.
- iii. To acquire such personal property and rights and interests therein as the Authority may deem necessary and appropriate in connection with the development, acquisition, ownership, expansion, improvement, operation, support and maintenance of the E-Filing Court Records Portal and to hold and dispose of all personal property under its control.
- iv. To exercise exclusive jurisdiction, control and supervision over the E-Filing Court Records Portal and to make and enforce such rules and regulations for the maintenance, management, upgrade and operation of the E-Filing Court Records Portal as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the E-Filing Court Records Portal in accomplishing the purposes of this Interlocal Agreement.
- v. To develop, acquire, construct, own, operate, manage, upgrade, maintain, and expand the E-Filing Court Records Portal, and to have the exclusive control and jurisdiction thereof.
- vi. To appoint advisory boards and committees to assist the Board in the exercise and performance of the powers and duties provided in this Interlocal Agreement.
- vii. To sue and be sued in the name of the Authority.
- viii. To adopt and use a seal and authorize the use of a facsimile thereof.
- ix. To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.
- x. To maintain an office or offices at such place or places as the Board may designate from time to time.
- xi. To lease, as lessor or lessee, or license, as licensor or licensee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

xii. To purchase such insurance as it deems appropriate.

xiii. To apply for and accept grants, loans and subsidies from any governmental or non-governmental entity for the design, development, implementation, operation, upgrading, support and maintenance of the E-Filing Court Records Portal and to comply with all requirements and conditions imposed in connection therewith.

xiv. To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement.

b. In exercising the powers conferred by this Interlocal Agreement the Board shall act by resolution or motion made and adopted at duly noticed meetings.

4.2. ANNUAL BUDGET, REPORTS AND AUDIT.

a. Prior to the beginning of the Authority's fiscal year the Board will adopt an annual budget for the Authority. Such budget shall be prepared in the manner and within the time periods required for the adoption of a tentative and final budget for state governmental agencies under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.

b. The adopted budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

c. The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

d. The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report of the E-Filing Court Records Portal, including all matters relating to expansions, acquisitions, rates, revenues, expenses, and the status of all funds and accounts. The report shall be known as the "Annual Authority E-Filing Court Records Portal Report". The Annual Authority E-Filing Court Records Portal Report may be included as a part of any other report or reports required by law or may be issued separately. Copies of such report shall be filed with the Secretary-Treasurer and shall be open to public inspection. The Secretary-Treasurer shall provide a copy of the Annual Authority E-Filing Court Records Portal Report to each Member, member of the Board, the Legislature, the Court, and Florida State Courts Administrator.

e. The Authority shall be subject to or cause to be conducted independent (i) budget audit, (ii) financial and/or performance audit that is performed in accordance with the Statement on Audit Standards 70 audit guidelines promulgated by the American Institute of CPAs; the audit will focus on the existence of controls that are suitably designed to provide reasonable assurance that the specific control objectives are achieved and that the controls are operating as designed, and (iii) security review audit of the Association's

technology infrastructure, which security review will be divided into 7 areas: policies, physical security, root or administrative user security, normal user security, file security, overall security procedures, and periodic testing.. The audit(s) shall be performed annually and as may be requested by the auditor general, any Member, or as may be requested by the Supreme Court.

4.3. ADOPTION OF RATES, FEES OR OTHER CHARGES.

a. The Authority may impose only those fees, service charges, and check, debit and credit card transaction fees that the individual clerks of court are permitted to impose through express statutory authorization .

b. Any revenue generated by a statutorily authorized fee or service charge imposed by the Authority must be disclosed to the Florida State Courts Administrator and the Legislature, and must be distributed in accordance with legislative directive.

4.4. DESIGN, DEVELOPMENT, IMPLEMENTATION, OPERATION, UPGRADING, SUPPORT AND MAINTENANCE OF E-FILING COURT RECORDS PORTAL.

a. Prior to the implementation and operation of the E-Filing Court Records Portal, and prior to any enhancements to or extensions of, or development, implementation or operation of any project related thereto, the Authority shall consult with the Florida Court Technology Commission, or any other person or entity designated by the Supreme Court.

b. Any changes to the E-Filing Court Records Portal shall be made only in accordance with (i) Information Technology Infrastructure Library, a widely accepted approach to information technology service management adopted by the Association and which includes a formal process for change management and quality assurance and (ii) prior to implementing any changes to the E-Filing Court Records Portal, the Authority shall consult with the Florida Court Technology Commission.

c. The initial agreement and all modifications or amendments to the agreement with the Association attached hereto as Exhibit 1 and incorporated herein with respect to significant and material changes to the design, development, implementation, operation, upgrading, support and maintenance of the E-Filing Court Records Portal that adversely impact the court related functions of the portal must be agreed to by the Clerk of the Supreme Court and shall include but not necessarily be limited to the following terms:

i. that no assignment of the agreement shall be permitted without prior notice to and consent by the Supreme Court.

ii. that all records relating to the design, development, implementation, operation, upgrading, support and maintenance of the E-Filing Court Records Portal be subject to public disclosure under applicable Florida public records law.

iii. that the development and implementation of the E-Filing Court Records Portal shall be complete on or before January 1, 2011. Any standard data elements approved by the Supreme Court after the implementation of the E-filing

Court Records Portal shall be implemented within a reasonable, agreed upon time after receipt of such new standard data elements by FACC from the Authority in writing in sufficient detail to allow FACC to fully design, develop and implement such new standard data elements, which time is not to exceed 90 days from the date of receipt of said new data elements unless a longer period of time is reasonably required and agreed to by the Supreme Court and the Authority.

iv. that the E-Filing Court Records Portal shall include the ability for the E-Filing of all Court Records.

v. that the use of any court's name in advertising or marketing is prohibited without the prior written consent of the Supreme Court.

vi. that the E-Filing Court Records Portal shall comply with standards adopted by the Supreme Court in In Re: Statewide Standards for Electronic Access to Courts, AOSC09-30 (July 1, 2009), including amendments to those standards, as well as any other standards or requirements relating to electronic access to the courts that the Supreme Court may approve.

vii. that deficiencies in the design, development, implementation, operation, upgrading, support or maintenance of the Portal will be addressed by a corrective action plan approved by the Supreme Court and the Authority, which approval shall not be unreasonably delayed or withheld, and shall provide that a failure to object to a submitted corrective action plan within ten (10) business days shall be deemed to be approval of the submitted corrective action plan.

viii. that a failure by the Authority to require compliance or enforcement of a contractual requirement does not constitute a waiver of any other contractual requirement.

ix. that includes a process to address changes in material terms of the agreement as a result of changes in Rules of Court, Administrative Orders or statutes.

x. that includes a mechanism to collect and remit filing fees which includes procedures for use of debit and credit cards and for collection of fees and service charges.

xi. that includes a warranty of ability to perform.

xii. that provides for termination for cause, with notice to the Supreme Court.

xiii. that provides for termination without cause by either party, with notice to the Supreme Court.

xiv. that provides for termination by the Authority, with notice to the Supreme Court.

- xv. that provides for indemnification by the Association to the Authority and, in any subcontract with FACCSG, an indemnification from FACCSG to the Association and the Authority
- xvi. that provides for appropriate insurance.
- xvii. that complies with Section 508 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, and Part III of chapter 282, Florida Statutes, giving disabled employees and members of the public access to information that is comparable to the access available to others.
- xviii. that ensures confidentiality of Court Records and information in accordance with Florida and federal laws, and court rules.
- xix. that provides that FACCSG shall be an independent contractor.
- xx. that provides for compliance with federal and Florida anti-discrimination laws.
- xxi. that provides that change orders for the Portal must be implemented without any cost to the Court.

By execution of this Interlocal Agreement all parties hereto agree that the initial Agreement For the Design, Development, Implementation, Operation, Upgrading, Support And Maintenance Of the Statewide E-Filing Court Records Portal between the Authority and the Association for the design, development, implementation, operation, upgrading, support and maintenance of the E-Filing Court Records Portal, a copy of which is attached hereto as Exhibit 1, shall be executed by the Authority.

ARTICLE 5 MISCELLANEOUS

5.1. DELEGATION OF DUTY. Nothing contained herein shall be nor be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Clerks or Members or any officers thereof.

5.2. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in each county wherein a Member is located.

5.3. IMMUNITY.

a. All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Clerks and Members shall apply to the officials, officers, agents or employees of the Authority when performing their respective functions and duties under the provisions of this Interlocal Agreement.

b. The Clerks and the Members intend to utilize Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. Pursuant to Section 163.01(5)(o), Florida Statutes, Members may not be held individually or jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that the Authority alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Clerks intend that the Authority shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the public agencies of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

5.4. FISCAL YEAR. The fiscal year of the Authority shall be the same fiscal year as that of the State of Florida.

5.5. LIMITED LIABILITY. No Clerk nor Authority Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Authority, the Directors or any other agents, employees, officers or officials of the Authority, except to the extent otherwise mutually agreed upon, and the Authority, the Directors or any other agents, employees, officers or officials of the Authority shall not have any authority or power to otherwise obligate any individual Clerk or Authority Member in any manner.

5.6. AMENDMENTS. This Interlocal Agreement, including Exhibit 1, may be amended in writing at any time by the concurrence of all of the Members.

5.7. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

5.8. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

5.9. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof or (B) the date the last initial Member executes this Interlocal Agreement, and the filing requirements of Section 5.2 hereof are satisfied.

5.10. COUNTERPARTS. This Interlocal Agreement may be executed in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

[Remainder Of Page Is Blank]

IN WITNESS WHEREOF, this Interlocal Agreement Establishing The Florida E-filing Authority has been executed this 3rd day of September, 2010.

Clerk of the Circuit Court in and for
Bay County
By: [Signature]
Name: Bill Kinsaul

Clerk of the Circuit Court in and for
Hernando County
By: [Signature]
Name: Karen Nicolai

Clerk of the Circuit Court in and for
CLAY County
By: [Signature]
Name: JAMES B. JETT

Clerk of the Circuit Court in and for
Sarasota County
By: [Signature]
Name: KAREN E. Rushing

Clerk of the Circuit Court in and for
Leon County
By: [Signature]
Name: Bob Tinner

Clerk of the Circuit Court in and for
Columbia County
By: [Signature]
Name: P. DeWitt Cason

Clerk of the Circuit Court in and for
Palm Beach County
By: [Signature]
Name: Sharon R. Beck

Clerk of the Circuit Court in and for
Orange County
By: [Signature]
Name: Lydia Gardner

Clerk of the Florida Supreme Court
By: [Signature]
Name: THOMAS D. HALL