



Collier Clerk of Courts & Comptroller Deposit Account – Information

Overview:

For your convenience, you may establish a Deposit Account with the Collier Clerk of Courts & Comptroller. Deposit Accounts provide a convenient way to pay for Clerk's services.

A deposit account is required to participate in eRecording. Deposit Accounts may not be used for services such as: Court eFiling through the FCCC ePortal or services requiring certified funds.

Deposit account holders are assigned a login/password to access and maintain their account from the Clerk's website. On-line access provides: real time access to account balance, ability to deposit funds via ACH/EFT transactions, historical reports, ability to submit electronic documents for e-Recording in the Official Records, access to receipt and recorded document images, and the ability to create and manage additional logins for other staff within your organization.

Answers to Commonly Asked Questions:

- A Deposit Account is required to participate in eRecording in Official Records.
- There is no charge to open or close an account. You may request a partial/full refund of your account balance at any time.
- Access is available 24/7/365 from the Clerk's website: www.collierclerk.com (excluding scheduled maintenance or emergency situations e.g. hurricanes).
- You control all electronic deposits from your bank to your Deposit Account. You initiate each transaction to "push" funds.
- You control access to your account both on the Internet and for "walk-in" transactions at the Clerk's service counters.
- Account holders establish a low balance alert and receive a courtesy email when their balance falls below their threshold.

How to open a deposit account:

Submit a completed Deposit Account Agreement with original, inked signatures to the address below (copies or electronic signatures cannot be accepted). If you are making an initial deposit to your account, include your check made payable to the "Clerk of Courts".

Collier Clerk of Courts & Comptroller
Accounting Department
3315 Tamiami Trail East, Suite 102
Naples, FL 34112-5324
(239) 252-2734



Collier Clerk of Courts & Comptroller Deposit Account Agreement

THIS AGREEMENT (“Agreement”) is made between:

Crystal K. Kinzel,
Clerk of the Circuit Court & Comptroller, Collier County Florida
 (“Clerk”)

whose primary location is: 3315 Tamiami Trail East, Naples Florida, 34112

and

_____ (“Customer”)

whose primary location is:

WHEREAS: the Clerk desires to allow Customer to escrow funds in a Deposit Account(s) to provide an efficient means to pay for services and fees, and to provide an opportunity for Customer to deposit funds by Electronic Funds Transfers (EFT) through Automated Clearing House (“ACH”) transactions, and to provide an opportunity for Customer to submit electronic document images and data for recording in the Official Records (“e-Recording”) and;

WHEREAS the Customer desires to establish a Deposit Account with the Clerk;

NOW, THEREFORE, the Clerk and the Customer do hereby agree:

1. This Agreement shall become effective on the date signed by the Clerk.
2. This Agreement contains the parties’ entire agreement and supersedes all previous agreements between Clerk and Customer regarding Deposit Account(s), electronic access to such accounts via the Clerk’s website Portal (“Portal”), EFT transactions, and e-Recording.
3. The Customer shall deposit funds into the Deposit Account(s) in a timely fashion to maintain a sufficient account balance to pay for incurred fees, charges and costs. Failure to do so may result in the denial of services.
4. The Customer is responsible to ensure the prompt honoring of all deposits and shall guarantee all funds. Dishonored deposits shall result in the immediate suspension of the Customer’s Account(s) until such time as 1) the Customer provides payment in

guaranteed funds such as cash, Cashier's Check or Money Order to cover the deposit amount and any penalties and associated fees, or 2) the Clerk may transfers funds from another of the Customer's Account(s) to cover the deposit amount and any penalties and associated fees. Failure of the Customer to promptly make full restitution may result in additional legal action and penalties in accordance with Florida law including but not limited to Florida Statute 68.065.

5. Funds on deposit may be invested at the sole discretion of the Clerk. All interest and dividends shall be payable to the Clerk to help defer operating costs. At no time shall such investment limit the Customer's access to funds.
6. The Clerk may restrict or refuse payment by Deposit Account for certain services such as but not limited to: Court e-filing through the FACC ePortal, and services requiring certified funds.
7. The Customer authorizes the Clerk to withdraw fees from the Deposit Account(s) as necessary to pay for any incurred costs not otherwise paid by the customer including, but not limited to, transaction payment shortages, and dishonored or stopped checks/payments. The Customer also authorizes the Clerk to deposit any surplus funds from service transactions to the Customer's Deposit Account(s).
8. The Customer is solely responsible for the use of funds from the Deposit Account(s) and for monitoring all account activity. If the Customer becomes aware of discrepancies or security breaches, the Customer shall notify the Clerk immediately. Failure to notify the Clerk shall constitute consent to the transaction and the resulting account(s) balance(s).
9. The Customer shall be solely responsible to acquire at their expense any software, equipment or supplies necessary to facilitate access to the account.
10. The Customer shall designate a Primary Representative to monitor Account(s) activity and manage Customer access to their Account(s). The Clerk shall provide reasonable customer support to the Primary Representative from time to time as may be needed to resolve problems or concerns about the Customer's Account(s).
11. The Customer shall maintain up-to-date information on file with the Clerk including: Company Name, Primary Representative, Mailing Address, Phone, Email and where applicable EFT information. The Customer shall update all information as needed using their on-line Account(s) access or if such information cannot be updated on-line, such as EFT information, by contacting the Clerk in writing.
12. If the Customer elects to participate in Electronic Funds Transfer (EFT) deposits:
 - a. The Customer shall provide the Clerk with additional information as may be required to facilitate the process including but not limited to, bank routing number and bank account number and agrees to abide by any additional rules or policies established by the Clerk with regard to the EFT process. The Clerk shall use such information to generate EFT transactions using the ACH network as authorized by

the Customer. The Customer shall authorize regular transactions using their password controlled access to their Account(s) on the Clerk's website.

- b. When the Customer establishes or modifies their bank account information with the Clerk, the Clerk may "test" the account by generating an EFT not exceeding ten dollars (\$10.00) plus processing fees. The amount of the transaction, less processing fees, shall be credited to the Customer's Deposit Account.
- c. Except as stated above, the Clerk shall not generate an EFT to debit funds from the Customer's bank account for any reason except when the Customer initiates a transaction from the Portal, or when an error occurs and a correction is necessary to honor the Customer's initial authorization, or when the Customer expressly agrees in writing.
- d. The Clerk reserves the right to set limits on the quantity and maximum dollar amount of transactions for EFTs and to modify these thresholds from time to time as may be required. Such limitations shall be identified on the Portal.
- e. The Customer accepts that EFT transactions incur additional processing costs which shall be deducted from the Customer's Account(s). Such processing costs are subject to change without notice but shall be specified on the Portal. The Customer also accepts that any other costs or fees assessed by the financial institutions involved are the sole responsibility of the Customer.
- f. From time to time, customers may request to cancel an EFT. Requests must be received in a timely fashion in accordance with the Clerk's banking procedures, typically no later than 3:00pm Eastern time on the same day the EFT was initiated. Requests must be made by phone to the Clerk's Accounting Department at (239) 252-2734 (voicemail is not acceptable) and must concurrently be confirmed in writing (email). The Clerk may deduct the actual processing costs from the Customer's Deposit Account. The Clerk will make reasonable efforts to cancel the transaction, but in no instance shall the Clerk be liable if a duly authorized transaction is processed. If the Customer initiates a block or cancellation through their bank which causes the EFT to fail, the transaction shall be considered dishonored.

13. **Deposit Account Business Portal ("Portal"):** The following provisions apply to the Customers electronic access to their deposit account over the Internet:

- a. The Clerk will attempt to provide access to the Portal on an on-going basis but reserves the right to limit access for reasons including but not limited to: scheduled outages for system maintenance, technical problems, and declared or undeclared emergencies. At no time shall the Clerk be liable for any reliance or related losses due to the unavailability of such services and access.
- b. The Clerk shall provide the Customer with electronic access to their deposit account via a single, unique username and password to the Portal and by making the Portal accessible from the Clerk's Internet website: www.collierclerk.com. The

Customer may use the Portal to create additional usernames and passwords for their staff and to establish a “verbal passcode” as a form of authorization for walk-in transactions at the Clerk’s service counters. In all instances, the Customer shall be solely responsible to promptly maintain, and revoke such access as required to ensure the security of their account.

- c. If the Customer establishes a verbal passcode for their account(s), the Clerk’s procedures shall require walk-in customers to provide both the verbal passcode and photo identification before allowing services to be charged to the Customers deposit account. Accounts without a verbal passcode shall not be available for use by walk-in customers.
 - d. The Clerk's staff will assist the Customer’s designated Primary Representative in their initial efforts to access their account on the Clerk’s website and will provide limited technical assistance from time to time such as: resetting passwords and clarifying available functionality. The Customer’s Primary Representative is responsible to provide assistance to all other Customer personnel. Additional assistance from the Clerk may be billable, and may be offered at the Clerk’s sole discretion. Any such additional service shall be approved by the customer and paid in advance of work performed.
14. Customer may close their Account(s) at any time by providing written notice to the Clerk signed by the Primary Representative or an executive officer of the company. Upon closing, any remaining balance in the account will be returned to the customer at the most recent address on file with the Clerk. The Clerk reserves the right to deduct any outstanding fees or monies owed to the Clerk prior to generating a refund. The Customer may also request a partial refund at any time by initiating a request on the Portal.
15. The Clerk retains the right to close an account at any time without cause.
16. The Clerk shall have sole authority and discretion to change the nature, extent, format or other aspects related to the Account(s) at any time without notice to or consent by the Customer including the appearance, format, and functionality available to the Customer. Customer agrees to hold the Clerk harmless for any such changes or results generated by the changes.
17. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
18. If any legal action or other proceeding brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the Clerk shall be entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses incurred in that action or proceeding, in

addition to any other relief to which such party or parties may be entitled. Venue for such action shall be Collier County, Florida.

19. The Clerk and the Customer agree that this Agreement sets forth the entire agreement between the Clerk and the Customer, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both the Clerk and the Customer.
20. The Customer is aware that this agreement and any subsequent correspondence is subject to Florida Statutes Chapter 119 (Florida's Public Records Act).
21. The Customer shall have no recourse or right of action against the Clerk for any cause whatsoever due to the dissemination and use of information associated with any Account(s). The Customer shall save and hold the Clerk harmless and defend the Clerk from any and all liability of whatever nature whatsoever, including attorney's fees, arising out of the use of the information obtained by the Customer in accordance with this agreement.
22. IF CONTRACTOR/CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CUSTOMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

*Public Records Coordinator
for the Collier County Clerk of Courts
Tamiami Trail East, Suite 102
Naples, Florida 34112
PublicRecordsRequest@collierclerk.com
(239) 252-2646*

Contractor/Customer must specifically comply with the Florida Public Records Law to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and the following completion of the contract if the contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor/customer or keep and maintain public records required by the public agency to perform the service. If the contractor/customer transfers all public records to the public agency upon completion of the contract, the contractor/customer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor/customer keeps and maintains public records upon completion of the contract, the contractor/customer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
23. Either party may terminate this agreement at any time upon delivery of written notice to the other and five (5) business days processing time.
24. **e-Recording:** The following provisions apply to the electronic submission of documents for recording in the Official Records:
- a. Customers agree to abide by Florida law for all e-Recording transactions.
 - b. Electronically transmitted documents shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents. It is understood that documents submitted for eRecording must be "original", unaltered documents. If the Customer is functioning as a third-party submitter and submitting documents on behalf of another individual or entity, the Customer shall make reasonable attempts to notify the individual or entity preparing the documents of this requirement.
 - c. Customers agree to be diligent in ensuring that all documents submitted for e-Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the Clerk's ability to record the document and the public notice thereby created.
 - d. Customers and their employees/agents are responsible for the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents. Customers functioning as third-party submitters who submit documents on behalf of other individuals or entities may elect to pass this responsibility on to the individuals or entities who prepare the documents; however, in all cases the Clerk, Clerk's employees, and Clerk's agents shall be held harmless and not liable for any damages resulting from any transaction.
 - e. Customers agree to maintain an audit trail of all activity leading up to the submission of documents for e-Recording and to provide such information as requested by the Clerk to resolve any issues or investigate any transactions or procedures as required.

- f. Documents for e-Recording may only be submitted through the Portal by authorized Deposit Account(s) holders.
- g. The Clerk will attempt to provide access to e-recording through the Portal on an on-going basis but reserves the right to limit access for reasons including but not limited to: scheduled outages for system maintenance, technical problems, and declared or undeclared emergencies. At no time shall the Clerk be liable for any reliance or related losses due to the unavailability of such services and access.
- h. With the exception of outages as described above, documents may be submitted for e-Recording at any time but documents will only be processed by the Clerk during normal business hours or during other times as the Clerk may direct.
- i. It is understood that submission of a document(s) for e-Recording is commensurate with sending a paper document to the Clerk by other delivery methods such as U.S. Mail or delivery service. Documents are not recorded until the Clerk has reviewed them and entered them into the Official Record in accordance with law including but not limited to Florida Statutes 695.11 and 28.222. Until a document is recorded in the Official Record it is considered “in-transit” and is the sole responsibility of the Customer.
- j. If the Clerk determines for any reason that submitted documents do not meet the Clerk’s business requirements, the documents may be rejected back to the Customer. In such instances, the Clerk will notify the Customer in their Account(s) access on the Portal. The customer is responsible to monitor their Account(s) for such notice. In no instance shall the Clerk be liable for rejected documents or transactions.
- k. The document types and associated indexing requirements that are accepted for e-Recording are listed on the e-Recording portion of the Portal and are subject to change at the Clerk’s discretion.
- l. The Customer agrees to scan and submit documents in accordance with applicable image standards for the Clerk’s Official Records. Such requirements are incorporated into the e-Recording portion of the Portal. Documents shall be scanned and submitted in original size, portrait mode, and shall adhere to all applicable legal standards. Documents failing to meet these requirements shall be rejected.

IN WITNESS WHEREOF, the parties have signed in agreement on the dates shown below:

CUSTOMER INFORMATION – (please print):

Company Name: _____

Company Address: _____

City, State, Zip: _____

Phone _____

E-Mail _____

Company Officer or Authorized Representative:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Customer Primary Representative:

This individual is responsible to monitor balance and account activity including the management of account usage by other company personnel. The Clerk shall provide technical support to this individual and they in turn shall support all other company personnel.

Name _____

Title _____

Phone _____

E-Mail _____

** Deposit Accounts may not be used for certain services such as but not limited to: Court e-filing through the FCCC ePortal, and services requiring certified funds.*

CLERK INFORMATION:

**Clerk of the Circuit Court
Accounting Department
3315 Tamiami Trail E. Suite 102
Naples, FL 34112-5324**

**AcctingHelp@CollierClerk.com
(239) 252-2734**

Authorization: (Clerk or Deputy Clerk):

Signature: _____

Printed Name: _____

Title: _____ Date: _____