



Caren Skipworth, I.T. Director

COLLIN COUNTY GOVERNMENT CENTER

Please find the information you requested concerning the public Access System for Collin County. Please sign and send three copies of the Database Agreement and three copies of the Setup form. *Commissioners' Court requires triplicate copies of both forms. Please complete and sign all three copies of the Setup Form and the Database Agreement and return them at your earliest convenience to:*

Information Technologies Department

ATTN: Caren Skipworth
Collin County Administration Building
2300 Bloomdale Rd., Suite 3198
McKinney, Texas 75071

Faxed copies will not be accepted. As soon as we receive your signed contracts and obtain Court approval, you will be granted access to our system. We will contact you via certified letter to supply you with your profile name and PIN number.

Should you have any additional questions, please contact me at (972) 424-1460 ext. 4540

Sincerely,

Caren Skipworth
COLLIN COUNTY GOVERNMENT
Information Technologies Director

COLLIN COUNTY PUBLIC INFORMATION ACCESS SYSTEM

The Public Information Access System provides “inquiry only” Internet access to certain public database information residing on the Collin County Computer System and is available to users who meet specific requirements as outlined by Collin County. Internet subscribers will be allowed up to ten (10) users accessing the system simultaneously utilizing the same profile and pin number but will be charged the same monthly fee regardless of the number of users signed onto the system. The .12 cents per minute rate charge will accrue for each user that is signed on to the Internet for no more than 10 users at any given time.

Due to the confidentiality of the material; adoptions, juvenile cases, and probate records are not included. In general, the system includes information on:

- **Tax System**
 - Account Search, Balance, and Status
 - Payment History and Receivables
- **Justice of the Peace System (Since 1987)**
 - Defendant information on Traffic, Hot Check, Eviction, and Civil, which includes charges, warrants, and payments
 - Plaintiff information on civil suits and evictions
- **District Courts – Civil (Since 1987)**
 - Court Records and Settings by Judge
 - Attorney Inquiry by name and case
 - Minutes Index Inquiry
 - Abstract/Execution and Foreign Judgment registry
 - Names of each party and counsel to each party
- **District Courts – Criminal (Since 1987)**
 - Court Records and Settings by Judge
 - Minutes Inquiry and Bond Inventory
 - Names of each party and counsel to each party
- **County Court at Law Inquiry (Since 1987)**
 - Court Records and Criminal Court Settings by Judge
 - Civil Court Settings by Judge
 - Bond Inventory
 - Criminal and Civil Minutes Inquiry
- **County Clerk Vitals Inquiry**
 - Assumed Names
 - Births, Deaths, Fetal Deaths
 - Financial Statements
 - Marriages - Military Discharge
 - Official Bonds - Commissioners’ Court
 - Mental Commitments
- **County Clerk Land Inquiry**
 - Deed Information

USER CONFIGURATION REQUIRED

- Defined as an authorized user on the County computer security system
- Issuance of a USER PROFILE and ACCOUNT /PIN# by Collin County
- Issuance of a digital certificate for Internet connection

COST PER SERVICE

The costs for Technologies billed by Collin County associated with the Public Information Access System are separated into monthly rate charges, the per minute connection time charges, and any long distance charges that may apply to dial-in users. The monthly fixed rate and the connection time rate are established by the Collin County Commissioners' Court. Telephone charges for long distance service are maintained by the local carrier when applicable and are included in the monthly billing when applicable.

The established usage rates are:

Rates per month for computer Technologies	\$ 31.13
Rates per minute for connect time	\$.12
Any long distance charges regulated by local carrier	_____

All billings for Technologies provided by Collin County are administered by the Collin County Auditor's Office.

SUBSCRIBE TO THE SERVICE

Individuals desiring to subscribe to this service may do so by:

Contacting the Collin County Information Technologies Department to obtain a subscriber contract packet.

Complete the "SUBSCRIBER" portion of the "SETUP" form and the Database Access Agreement.

Return all *three original copies* of the "SETUP" form and "**database agreement**" to the Collin County Information Technologies Department at 210 S. McDonald Ste. 510 McKinney, TX 75069. The contract will be signed upon Commissioners' Court approval.

Collin County Information Technologies Department will contact you via e-mail or certified letter to verify your USER PROFILE and PIN#.

Starting subscription date will be effective upon Commissioners' Court approval of the Database Agreement. A startup fee is not required.

Any further questions can be directed to the Collin County Information Technologies Department at (972) 424-1460 ext. 4540.

NORMAL OPERATING HOURS

The Public Information Access System is generally available 24 hours, 7 days per week. Scheduled maintenance will occasionally prevent access to the system on Sundays from approximately 6am to 6pm.

INTERRUPTION OF SERVICE

The County strives to provide continuous full-time use of the computer system. However, the need to upgrade equipment, test and repair components, and upgrade software will occasionally require interrupting the system availability to some or all users. This is normally achieved after normal business hours 6:00pm C.S.T.

Occasionally, interruptions can result from poor weather conditions, telephone carrier maintenance activity, local construction work, and changes to the personal computer configuration.

DATABASE ACCESS AGREEMENT

This is a database access Agreement between Collin County, Texas, a political subdivision of the State of Texas, with a principal office located at 210 South McDonald Street in McKinney, Texas, referred to in this agreement as the "County", and

Of

Referred to in this agreement as "User".

User's Telephone Number is: _____

User's Facsimile Number is: _____

User's e-mail address is _____

RECITALS

- A. The County has established databases that are available for electronic access pursuant to the terms and conditions of this agreement.
- B. The User desires to obtain electronic access to certain County databases by way of Internet access.

Therefore, in consideration of the provisions made in this agreement, the County and the User agree as follows:

ACCESS TO DATABASES

- 1. When the County accepts and the parties execute this Agreement, during the term of this Agreement, the User shall be entitled to access the County's databases specified in this Agreement from _____, to _____, Monday through Sunday, subject to the other terms and conditions stated in this agreement.

TERM

- 2. This Agreement shall take effect the Effective Date, as hereinafter defined and shall continue in effect until terminated by either party on thirty (30) days prior, written notice to either party, except as otherwise provided in this Agreement.

CONTENTS OF THE DATABASES

3. User shall have access to the databases listed on the Database List Attached to and incorporated in this agreement by reference as Attachment 1. The County reserves the right to add or withdraw specific databases or to modify the Database List with thirty (30) days prior, written notice to the User.

RESTRICTIONS OF USE OF DATABASE

4. User shall use the databases and any information obtained from the databases solely for its internal purposes. User shall not access databases for the benefit of third parties or provide database information to third parties. User may make printouts as specified in the use material supplies pursuant to Paragraph 5 of this agreement, but may not otherwise copy, transmit or sell data received for the County except as specifically and expressly authorized by the County in advance.

MATERIALS PROVIDED

5. The County shall deliver to User a unique profile, a user PIN#, a digital certificate and any materials listed on the User Material List, attached to this Agreement as Attachment 2 and incorporated in this agreement by reference, within five (5) working days after the Effective Date as hereinafter defined. The County shall provide additional user materials when requested and paid for in advance by the user.

USER PROFILE AND PIN# SECURITY

6. User shall have sole responsibility for the security of the user profile and PIN# issued to it and for all changes incurred by the use of that profile and PIN#. User is solely responsible for notifying the County of the loss or theft of a user profile and PIN# by the most expeditious means available, and the user shall be relieved of liability for charges incurred through the use of a lost or stolen user profile and PIN# only after the County's receipt of notice. User profiles and PIN#'s not used for thirty (30) days are subject to cancellation without prior notice. Upon request by the User, at the County's then current fee, the County shall issue a new user profile and PIN# to a User whose profile and PIN # has been lost, stolen, cancelled pursuant to this section.

CHARGES

- (a) User shall pay a monthly fixed fee, referred to as the "Monthly User Fee". The amount shall be charged as listed on the County's then current price list, the current copy of which is attached and incorporated by reference in this Agreement as Attachment 3. Monthly user fees shall not be prorated regardless of the number of days of the month the user had this access available.

- (b) User shall pay an access charge for the time that elapses between the time it logs on to the County's system, and the time it logs off the system, referred to as the "Connect Time". The Connect Time shall be charged at the database rate, listed for each database on the County's then current database Price List, the current copy of which is attached and incorporated by reference in this Agreement as Attachment 3. Connect Time shall be prorated to the nearest minute.
- (c) All charges listed in the County's price list are exclusive of sales, use, excise or other taxes, and of the cost of long distance or toll calls. User shall pay any taxes, telephone costs or mailing costs as invoiced by the County.
- (d) All charges shall be invoiced to and paid by User on a monthly basis. Payment is due and payable upon receipt of the invoice.
- (e) Invoices not paid within thirty (30) days of the invoice date shall be deemed delinquent. The County reserves the right to suspend its performance of this Agreement without prior notice, if User's invoice is delinquent. User agrees that it shall be liable for all costs of collection of any delinquency, including collection agency fees, reasonable attorney's fees and court costs.
- (f) The County reserves the right to change any and all charges on thirty (30) days written notice and User agrees that all such charges shall be effective immediately upon such notification by the County.

8. The County agrees that the User may terminate this Agreement upon thirty (30) days written notice to the County. User, however, expressly agrees that its continued use of the County's Technologies after notice of any increase in rate or service charge or after notice of any change in service shall constitute acceptance of such increase or change.

LIABILITY FOR FAILURES OR DELAY

9. User agrees that the County shall not be liable for any delays or failures in performance or any interruption of the County's service arising from any cause or circumstance beyond its reasonable control and further agrees to indemnify and hold the County harmless from and loss or claims arising out of the use of the County's service or any materials provided under the Agreement.

WARRANTY DISCLAIMER

10. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO TECHNOLOGIES OR DATA MADE AVAILABLE BY THE COUNTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANT ABILITY. THE COUNTY ASSUMES NO RESPONSIBILITY WITH ANY USE OF ANY OF THE TECHNOLOGIES OR DATABASES MADE AVAILABLE BY THE COUNTY. USER AGREES THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA ARISING OUT OF THE SUBJECT

MATTER OF THIS AGREEMENT, EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

- A. USER EXPRESSLY ACKNOWLEDGES AND ASSUMES THE RISK THAT THE DATA AND SERVICES PROVIDED BY THE COUNTY PURSUANT TO THIS AGREEMENT MAY BE DEFECTIVE, OUT-OF-DATE, AND/OR OTHERWISE INACCURATE AND/OR IN ERROR.
- B. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE COUNTY'S INFORMATION TECHNOLOGIES OPERATIONS UNRELATED TO THE TECHNOLOGIES AND DATA PROVIDED PURSUANT TO THIS AGREEMENT HAVE PRIORITY OVER THE COUNTY'S PERFORMANCE PURSUANT TO THIS AGREEMENT.
- C. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE COUNTY, AT ITS SOLE DISCRETION AND WITHOUT NOTICE, MAY SUSPEND ITS PERFORMANCE UNDER THIS AGREEMENT IN ORDER TO PERFORM THE COUNTY'S DATA PROCESSING OPERATIONS UNRELATED TO THE TECHNOLOGIES AND DATA PROVIDED HEREUNDER TO THE USER.
- D. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE COUNTY IS UNDER NO OBLIGATION TO PROVIDE COMMUNICATIONS PORTS FOR ALL ENTITIES THAT ENTER INTO AGREEMENTS WITH THE COUNTY SIMILAR TO THIS AGREEMENT AND THAT THE COUNTY SHALL, IN ITS SOLE DISCRETION DETERMINE FROM TIME TO TIME, THE NUMBER OF COMMUNICATIONS PORTS THAT ARE AVAILABLE FOR DIAL-IN USERS.
- E. IN NO EVENT SHALL THE COUNTY BE LIABLE TO USER FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID TO THE COUNTY BY THE USER.
- F. NO CLAIM AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT MAY BE ASSERTED MORE THAN TWO (2) YEARS AFTER SUCH CLAIM AROSE.

ASSIGNMENT

11. User agrees that this agreement shall not be assigned or transferred and that any attempt on its part to assign or transfer this Agreement or any of its rights or obligations under this Agreement shall be null and void. User agrees that the County may assign payments due under this Agreement.

GOVERNING LAW

12. This Agreement shall be construed under and be governed by the laws of the State of Texas. Exclusive venue for all actions arising under this Agreement shall be Collin County, Texas.

13. This Agreement, including all attachments, constitutes the entire Agreement of the parties, and may be changed only by the written agreement of the parties.

NOTICES

14. Notices in writing required or provided for under this Agreement shall be given by the County to the User in publications issued or in letters mailed by the County. Notices in writing required or provided for under this Agreement shall be given by the User to the County in letters sent via certified mail return receipt requested.

NONWAIVER OF RIGHTS

15. User and the County agree that no failure or delay to exercise any right, power, or privilege on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. User and the County also agree that no single or partial exercise of any right under this Agreement shall preclude further exercise of the right.

SEVERABILITY

16. If any court determines that any provision in this Agreement is invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

ATTORNEY'S FEES

17. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

IN WITNESS WHEREOF THE County and User make this Agreement affective the _____ day of _____, 20 __, for the purposes of this Agreement defined as the Effective Date.

AUTHORIZED SIGNATURES

Accepted for the County:

Accepted for the User:

Name

Name (typed or printed)

Signature

Signature

Title

Title

**COLLIN COUNTY
PUBLIC INFORMATION TECHNOLOGIES SETUP FORM**

INSTALLATION LOCATION INFORMATION

Install at: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Subscriber Business Phone: _____

Subscriber Fax Number: _____

Contact Person: _____

E-Mail Address(s) _____

BILLING INFORMATION

Install at: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Business Phone: _____

SUBSCRIBER COMPLETE TOP PORTION ONLY

COLLIN COUNTY TREASURER

Subscription Starting Date: _____

Subscription Expiration Date: _____

Connection Time Rate per Minute _____

Application: _____

Comments: _____

INFORMATION TECHNOLOGIES

User Profile: _____

Access PIN# _____

Completed On: _____ **By:** _____

Database List

This is a list of the databases which access is granted pursuant to Paragraph 3 of the attached Agreement.

- Justice Database (non-juvenile, non-probate, public information)
- Tax Database
- County Clerk Land and Vitals

User Material List

This is a list of the User materials, which the County will deliver to the User pursuant to Paragraph 5 of the attached agreement.

- Name of contact person at the County
- Unique User Profile
- Access PIN#

Database Price List

This is a list of the fees that the County will charge User pursuant to Paragraph 7 of the attached agreement.

- \$31.13 per month
- \$.12 per minute of connect time
- Any applicable long distance charges