STATE OF TEXAS	**§**	**COMPUTER ACCESS**
	§	
COUNTY OF BEXAR	**§**	**AGREEMENT**

This Agreement is made by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", and_____, hereinafter referred to as "APPLICANT".

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to allow APPLICANT to access public information stored on COUNTY computers, through the Bexar County Public Information Network ("BCPIN"). These records are limited to information obtainable by the public under the provisions of Rule 12 of the Rules of Administration.

APPLICANT desires to access the following information (the "Information"):

- District Court Civil Records
- County Court Civil Records
- County Probate Records
- County Clerk and District Clerk Bond Tracking Information
- County Clerk and District Clerk Criminal Public Information Records
- Bexar County Voter Registration

ARTICLE II

TERM

2.01 The term of this Agreement begins upon execution by COUNTY and may be terminated by either party with thirty (30) days written notice to the other party.

2.02 Failure to pay monthly invoices within fifteen (15) days from the date of invoice, will result in automatic termination of this contract without notice.

ARTICLE III

COST, BILLING AND PAYMENT

3.01 APPLICANT shall pay a ONE HUNDRED AND NO/100 DOLLARS ($100.00) one time processing charge, payable prior to the initiation of service.

3.02 APPLICANT shall be billed monthly for all use of BCPIN in the following manner:

Bexar County Charges:

Transaction Charge:	$	.026 per transaction
Contract Admin. Charge:	$	10.00 per month
Non-Programming Personnel Charges:	$	15.00 per hour at one (1) hour per month

3.03 Charges are subject to change with fifteen (15) days notice to APPLICANT, based upon periodic review. Continued use of the system after notice of price change shall denote acceptance of the change.

3.04 That portion of the costs designated in Article III, Subsection 3.02., as Bexar County charges, reflect the charges established by the Texas General Services Commission under Sections 111.61 through 111.70 of the Texas General Services Commission Rules, and Section 191.008 of the Texas Local Government Code. As the Texas General Services Commission rates are revised periodically, the Bexar County costs may change during the term of the Agreement in order to reflect the revised charges implemented by the Texas General Services Commission. The parties hereto agree that the

costs charged herein may be automatically modified by the COUNTY, to conform to revisions of the Texas General Services Commission Rules pertaining to charges for public information without requiring an amendment to this Agreement.

3.05 APPLICANT shall receive one (1) operations manual from COUNTY. All additional manuals shall be provided for a fee of TEN DOLLARS ($10.00). Manuals shall be provided to and retained by APPLICANT in compliance with and subject to the terms and conditions provided for in Article IX herein.

3.06 If payment is not received from APPLICANT within fifteen (15) days from the date of invoice for services rendered the previous month, service will be discontinued and this Agreement will automatically terminate and be deactivated from access to the BCPIN system. If APPLICANT is deactivated, APPLICANT must reapply for new contract and pay the processing fee of $100.00 to initiate the service. Any outstanding payment must be received by COUNTY and paid in full prior to reactivation.

3.07 Payments shall be made payable to Bexar County Clerk and sent to Bexar County Information Technology, 203 W. Nueva Street, Suite 200, San Antonio, Texas, 78207-4507.

ARTICLE IV

DISCLAIMER OF WARRANTY

4.01 ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY THE EXPRESS WARRANTIES PROVIDED HEREIN.

ARTICLE V

APPLICANT RESPONSIBILITIES

5.01 APPLICANT shall provide, at their own expense and risk, any and all data processing equipment necessary to effect connection to COUNTY databases, including but not limited to, display equipment (terminal or personal computer) and transmission equipment (modem, communication lines, etc.). Bexar County Information Technology staff will provide specifications regarding the types of equipment required.

5.02 APPLICANT acknowledges that COUNTY employs a Computer Security System which is intended to prevent unauthorized persons from making use of the computer resources of COUNTY or to gain access to data which is stored on COUNTY computer systems.

5.03 APPLICANT acknowledges that it is a violation of Section 33.02 (a) of the Texas Penal Code to use the COUNTY's computer resources without proper authorization or to gain access of data stored on any COUNTY computer without the effective consent of the owner of the data.

5.04 APPLICANT further acknowledges that it is a violation of Section 33.02 (b) of the Texas Penal Code to intentionally disclose Logon-ID password, or other details of the security plan to any person without the expressed consent of the Chief Information Officer of Bexar County Information Technology.

5.05 APPLICANT further acknowledges that it is a violation of Code Section 33.02 (b) of the Texas Penal Code to intentionally interrupt the operation of COUNTY's computer systems or to alter, damage or destroy any data stored in any computer system without the express consent of the owner of the data or Chief Information Officer of Bexar County Information Technology.

5.06 APPLICANT further acknowledges that some data within COUNTY's computer system may be classified as Public Information while other data may be confidential in nature and may be protected by State and/or Federal statutes as well as by Administrative Directives. It is understood that it is APPLICANT's responsibility to safeguard any data which comes into its possession as a result of accessing the COUNTY's computer resources.

5.07 APPLICANT agrees to abide by all Federal and State Statutes, City Ordinances, Administrative Directives, Departmental Policies and Guidelines as they relate to the use of the COUNTY's computer resources, access to data, and the use and/or dissemination of such data.

ARTICLE VI

COUNTY RESPONSIBILITIES

6.01 COUNTY reserves the right to review and modify the nature of the data provided under this Agreement when the COUNTY deems such review and/or modification to be in the best interest of the COUNTY and/or as is required by law.

6.02 Within the first forty-five (45) days of execution of this Agreement, COUNTY shall upon receiving a written request from APPLICANT, schedule or provide training to a representative of APPLICANT in the use of and access of information on the COUNTY's system. If APPLICANT fails to schedule this training in the allotted time, a fee of fifty dollars ($50.00) must be tendered to COUNTY before training will be scheduled or conducted. APPLICANT's representative should be knowledgeable in the operation of the type of program and the operations to which COUNTY will be providing training, prior to attending training offered by COUNTY. APPLICANT will be responsible for contacting COUNTY prior to sending APPLICANT'S representative for training to ascertain what levels of proficiency APPLICANT'S representative should have in order to benefit from County training. While COUNTY offers this training to APPLICANT, COUNTY makes no representation or warranty that such training will be sufficient to provide the skills or knowledge to APPLICANT, to operate and obtain all information that APPLICANT requires and has contracted to obtain, from the system. APPLICANT agrees that APPLICANT shall be solely responsible for acquiring the personnel, trained and capable of obtaining such information, from this type of operating system.

6.03 COUNTY will provide support for APPLICANT during COUNTY's regular business hours of 8:00 a.m. to 5:00 PM., Monday through Friday, excluding County Holidays.

ARTICLE VII

INDEMNIFICATION

7.01 APPLICANT SHALL AND DOES HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (EACH AN "INDEMNIFIED PERSON") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, AND EXPENSE OF ANY KIND WHATSOEVER TO WHICH ANY INDEMNIFIED PERSON MAY BECOME SUBJECT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, OR EXPENSE RESULTING FROM ANY INDEMNIFIED PERSON'S SOLE OR CONTRIBUTORY NEGLIGENCE ARISING OUT OF OR BASED UPON THIS AGREEMENT.

ARTICLE VIII

WAIVER OF LIABILITY

8.01 COUNTY MAKES NO REPRESENTATIONS TO APPLICANT WITH REGARD TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED PURSUANT TO THE TERMS OF THE AGREEMENT. IN THE EVENT THE INFORMATION OBTAINED BY APPLICANT FROM COUNTY CONTAINS ERRORS OR THE INFORMATION IS INCOMPLETE, FOR ANY REASON, INCLUDING THE NEGLIGENCE OF THE COUNTY OFFICIALS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, APPLICANT SHALL WAIVE ANY AND ALL CLAIMS WHATSOEVER THAT MAY ACCRUE AGAINST COUNTY INCLUDING ALL CLAIMS FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COUNTY OR ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE HEREUNDER FOR ANY LOSS OR DATA OR OTHER DAMAGES RESULTING FROM ANY DELAY OR DEFECT IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS, NOR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY OF THE

FOREGOING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR SOFTWARE SYSTEMS PROVIDED FOR HEREIN OR RELATED DELIVERABLES OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER OR NOT COUNTY OR SUCH OTHER PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).

8.02 COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY OR ADEQUATENESS OF ANY COMMUNICATIONS INVOLVED IN TRANSMITTING THE INFORMATION CONTRACTED FOR HEREIN TO APPLICANT. ANY AND ALL SUCH COMMUNICATION IS PROVIDED BY A THIRD PARTY FOR WHICH COUNTY IS NOT RESPONSIBLE FOR, AND THE PARTIES HERETO HEREBY AGREE THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY AND ALL ERRORS, OMISSIONS, OR DISRUPTION OF COMMUNICATION, THAT MAY OCCUR, DUE TO SUCH THIRD PARTY PROVIDERS. AS THERE MAY BE LIMITS AS TO HOW MANY USERS ARE CAPABLE OF ATTAINING ACCESS TO THE INFORMATION AT ANY GIVEN TIME, COUNTY DOES NOT WARRANT OR REPRESENT THAT APPLICANT WILL BE ABLE TO ACCESS INFORMATION WITHOUT DISRUPTION, OR THAT SUCH ACCESS TO INFORMATION WILL BE AVAILABLE TO APPLICANT AT ANY GIVEN TIME.

ARTICLE IX

PROPRIETARY INFORMATION AND CONFIDENTIALITY

9.01 APPLICANT acknowledges and agrees that nothing in this Agreement or any other agreement grants APPLICANT any licenses or other rights with respect to any of COUNTY'S software system (source code or object code) other than the right to receive services as provided expressly herein. APPLICANT hereby agrees not to modify reverse engineer, decompile or disassemble the software system or any other component of the software system which may come into the APPLICANT'S possession. APPLICANT further agrees not to sell, lease, license, sublicense, give, share, communicate, distribute, or otherwise transfer the software system (or any component thereof) to any person or entity.

9.02 APPLICANT agrees that all copies of software system and all components thereof and associated documentation or documents, are and shall remain (as between COUNTY and APPLICANT) the sole and exclusive property of COUNTY and may not be disclosed, distributed or furnished by APPLICANT to any other person, entity, or organization except as may be expressly authorized pursuant to this Agreement. In furtherance of the forgoing: (A) APPLICANT shall ensure, before disposing of any media, that any portion of the software system or associated documentation contained thereon or associated therewith have been erased or otherwise destroyed; (B) APPLICANT shall not use the software system or any associated documentation to create or aid in the creation of a software package for sale or license to others or to otherwise market in any fashion, or furnish information concerning or copies of the input or output of the software system or associated documentation to any person who is designing or creating a software package competitive with the software system.

9.03 APPLICANT consents and agrees that it will not, during or after the term of this Agreement, disclose any information, design specifications, programs, listings, documentation or other supporting or related materials or information of any nature or description whatsoever relating to the COUNTY'S system, the hardware or the software, or applications, adaptations and modifications thereof, whether now existing or developed in the future, to any person, firm, corporation, association or entity for any reason or purpose whatsoever; provided, however, that this covenant shall not apply with respect to any information which becomes a matter of general knowledge within the public domain or if APPLICANT is obligated to disclose same by reason of any court order, rule or regulation applicable to the conduct of its business. APPLICANT does further agree and acknowledge that any remedy at law for any breach or threatened breach of the provisions of this Section and the covenants set forth herein will be inadequate and, accordingly, APPLICANT grants to COUNTY the right and entitlement to seek injunctive relief for any such breach or threatened breach of the provisions and covenants herein in addition to, and not in limitation of, any and all other remedies at law or in equity otherwise available to COUNTY. The expiration or termination of this Agreement by either party shall not terminate the continuing confidentiality obligations imposed on APPLICANT by the terms of this Agreement.

ARTICLE X

PRIOR AGREEMENTS SUPERSEDED

10.01 This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes any prior understanding or written or oral agreement between the parties. No agreement or representation, or otherwise, express or implied, with respect to the subject matter herein has been made by either party which is not set forth in this Agreement.

ARTICLE XI

TEXAS LAW TO APPLY

11.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable, and venue shall be in, Bexar County, Texas.

ARTICLE XII

NOTICE

12.01 All notices required by this Agreement shall be to:

If to COUNTY: Nelson W. Wolff
Bexar County Judge
Bexar County Courthouse, Suite 101
100 Dolorosa Street
San Antonio, Texas 78205-3036

With copy to: Chief Information Officer
Bexar County Information Technology
203 W. Nueva Street, Suite 200
San Antonio, Texas 78207-4507

If to APPLICANT: _____
_____
_____
_____

APPLICANT POINT OF CONTACT:
_____

APPLICANT TELEPHONE NO:
_____

ARTICLE XIII

LEGAL CONSTRUCTION

13.01 APPLICANT agrees that violation of any provision contained herein by APPLICANT will result in the release of COUNTY from its duties and obligations under the terms of this Agreement.

13.02 APPLICANT agrees that if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV

AMENDMENTS

14.01 No amendment, modification, or alteration to the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

ARTICLE XV

ANTI-DISCRIMINATION CLAUSE

15.01 APPLICANT shall not discriminate nor permit discrimination on the part of its agents or employees on account of race, color, religion, national origin, sex, or handicap.

ARTICLE XVI

ASSIGNMENT

16.01 APPLICANT may not assign its rights, privileges, and obligations under this Agreement, in whole or in part, without the prior written consent of COUNTY.

ARTICLE XVII

FORCE MAJEURE

17.01 Any party to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of and during the continuance of any act of God, fire, flood, storm, earthquake, tidal wave, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, strike or other differences with workmen or unions, or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or any party's compliance therewith, or governmental proration, regulation or priority, or any other cause beyond such party's reasonable control, whether similar or dissimilar to such causes.

ARTICLE XVIII

NO THIRD PARTY BENEFICIARIES

18.01 Nothing contained in this Agreement shall be deemed to create, or be construed as creating, any third party beneficiary right of action or other rights of third parties. Without limiting the generality of the foregoing, no contractual relationship will exist between COUNTY and any customer of APPLICANT.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS _____ DAY OF _____, 20_____.

BEXAR COUNTY, TEXAS:

By: _____
NELSON W. WOLFF
County Judge

APPLICANT:

By: _____
Name:_____
Title: _____

ATTEST:

_____
GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

By: _____
PAT PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL:

_____
SUSAN YEATTS
County Auditor

_____
DAVID SMITH
County Manager

TO BE COMPLETED BY COUNTY STAFF:

_____ BCPIN User I.D.

_____ BCPIN User Password

_____ Access ID Number

_____ Assigned Temporary Base Password