



# COLLIN COUNTY

## Collin County Texas Internet-Based Records and File Access Subscriber Agreement

### Subscription Details:

The Attorney Online Subscription includes access to District Clerk (Civil, Family & Criminal), County Court at Law Clerk (Civil, Probate & Criminal), and Justice of the Peace (Civil and Criminal) records through a secured internet website. The secured site allows the user to view case documents and print unofficial copies. The user will also have the ability to view party record information along with the address, financials and all court documents that are filed within those offices. A search will generate all cases for the case type chosen from the office of the District Clerk, County Court at Law Clerk and Justices of the Peace.

One of the three Functional Analysts will set up the secured account and email the attorney with their user ID and password along with a link to the website.

### Collin County Courts Records Inquiry

  
User ID  
  
Password

Pages 1-6 of the agreement are for the attorney's records. The attorney will fill out page 7 and send in this information along with a form of payment to begin the processing of the account.

## **I. WEB-BASED ACCESS TO CASE RECORDS, TERM AND TERMINATION**

### **1.01 Type of Access**

The subscriber, an attorney duly licensed in the state of Texas, desires to access certain records, data and files held by the Clerks' offices and Justice of the Peace offices by using an internet or web-based connection. Collin County has agreed to allow authorized subscribers access to such information. Civil, family, probate and criminal judicial case files, as well as jail and bond records, will be accessible to a subscriber on a password-restricted basis.

### **1.02 Exceptions to Access**

The Clerks and the Judiciary of Collin County reserve the right to restrict access to any files or portions of files that are deemed confidential by law or security-sensitive without notice to the subscriber. The subscriber agrees and understands that certain information and/or records included in these files may be unavailable by law or court order.

### **1.03 Ownership of Information**

The subscriber agrees that much, if not all of the information accessed through this agreement, consists of records of the judiciary, and such records, including the format in which they are disclosed, are subject to the ultimate control of the judiciary of Collin County and their custodians of records and/ or clerks. The subscriber shall have no ownership of any records, data or files accessed pursuant to this agreement.

### **1.04 Term**

This agreement is effective for one (1) year from the date payment is processed and may be renewed annually by the subscriber unless terminated as set forth in 1.05 or 1.06 below.

### **1.05 Termination by Written Notice**

Either party, upon written notice to the other party, may terminate this agreement.

### **1.06 Automatic Termination**

This agreement may be terminated automatically (without notice) if the subscriber fails to follow any terms or conditions of this agreement and/or fails to renew this agreement on the renewal date by tendering the renewal fee set forth in section 2.01 below.

## II. COST, BILLING, AND PAYMENT

### 2.01 Fees

The subscriber shall pay an annual non-refundable fee. The initial fees are due at the time of submission of this agreement to Collin County and may be paid by cash or check made payable to "Collin County, Texas" and delivered to the address specified below.

|                                             |                   |
|---------------------------------------------|-------------------|
| Law Firms of more than ten (10) attorneys:  | \$300.00 annually |
| Law Firms of six (6) to ten (10) attorneys: | \$240.00 annually |
| Law Firms of two (2) to five (5) attorneys: | \$180.00 annually |
| Sole Practitioners:                         | \$120.00 annually |
| Email Notifications (per attorney)          | \$ 20.00 annually |

**Each attorney within the firm must fill out their own subscriber agreement below with their information.**

**Example:** For a firm size of 2 – 5, each attorney within the firm will fill out their own subscriber agreement. All agreements will be submitted at the same time with one form of payment (check or cash) in the amount of \$180.00.

*A renewal fee in the same amount as the initial fee shall be paid by the subscriber on or before each anniversary of this agreement and must be submitted to the address specified below. During the month before the subscription expires, the subscriber will receive a single notice of the subscriptions upcoming expiration to the email address that is on file. There will be no further renewal notice or invoice at the end of the one-year agreement. It will be the subscriber's sole responsibility to renew the subscription to ensure uninterrupted access.*

No refunds of subscription fees shall be made regardless of whether this agreement is terminated prior to the end of any term.

- Payments shall be made payable to: Collin County, Texas.
- If mailing payment, please mail to one of the following addresses below.
- If paying in person, please visit one of the following offices listed below.

Mindi Johns - District Clerk Office  
2100 Bloomdale Road, Suite 12132  
McKinney, Texas 75071  
mjohns@co.collin.tx.us  
972-548-4720

Danielle Jackson – County Court at Law Clerk's Office  
2100 Bloomdale Road, Suite 12165  
McKinney, Texas 75071  
djackson@co.collin.tx.us  
972-548-6444

Jess Griffith – Justice of the Peace Office  
2300 Bloomdale Road, Suite 1164  
McKinney, Texas 75071  
jgriffith@co.collin.tx.us  
972-548-4169

## **2.02 Changes in Fees**

The Clerks and Justices of the Peace reserve the right to change the fees set forth in 2.01. In the event of a change, the subscriber will be provided with a notice of such change. If the subscriber does not want to pay the new fees, their sole option is to terminate the agreement.

## **III. EQUIPMENT AND SYSTEM REQUIREMENTS**

### **3.01 System Requirements and Procedures to Be Set by Collin County**

The subscriber shall comply with any specific hardware or software system requirements or any specific procedures required by Collin County to participate in this agreement.

### **3.02 Equipment**

The subscribers are responsible for their own computer equipment and internet access provider. They shall be responsible for assuring the proper use, maintenance and supervision of their equipment.

## **IV. INDEMNITY, SECURITY AND INFORMATION INTEGRITY**

### **4.01 Indemnity and Release of Liability**

The subscriber agrees that Collin County, the Clerks and Justices of the Peace shall not be liable or responsible for any damage, injury or inconvenience to the subscriber or subscriber's clients, employees or agents as a result of their use or access to the records, data or files. The subscriber agrees to indemnify and to hold the Clerks and Justices of the Peace harmless from damages. The subscriber assumes all responsibility for damages occurring as a result of the use of or access to records, data or files pursuant to this agreement.

### **4.02 Reliability of Information**

The subscriber understands and agrees that neither Collin County, the Clerks nor the Justices of the Peace have made extended, expressed or implied warranty that the records, data or files accessed by the subscriber are accurate or correct. The subscriber expressly releases the Clerks, Justices of the Peace, Collin County and the Collin County Judiciary from any and all liability and/or damages resulting from incorrect information or data accessed by the subscriber.

### **4.03 Inability to Access Information**

Collin County, the Clerks, Justices of the Peace and persons employed by those offices shall not be liable for subscriber's inability or failure to access the web-based system subject to this agreement. In the event the subscriber is unable to access the system, it is their sole and exclusive responsibility to terminate this agreement.



#### **4.04 Security System and Laws**

The subscriber acknowledges that the Clerks and Justices of the Peace employ an internet security system, which is intended to prevent unauthorized persons from making use of the records, data and files. The subscriber agrees they will not:

- (a) access records, data or files without proper authorization; or
- (b) disclose logon-ID and password or other details of security matters to any unauthorized person; or
- (c) alter, damage or destroy any data stored on the Clerks or Justices of the Peace computer system; or
- (d) attempt to gain access to information the Clerks or Justices of the Peace deem confidential in nature.

The subscriber agrees to abide by all federal and state laws, which relate to the use of or access to the Clerks and Justices of the Peace computer systems and the data stored therein.

#### **4.05 Restrictions on Who May Access Information**

Access to the Clerks and Justices of the Peace files, data and records is limited to the subscriber and subscriber's staff only. By subscribing to this service, the subscriber agrees not to disclose their login and password information to anyone other than themselves and their staff. The subscriber agrees to notify one of the three functional analysts immediately if they become aware of a theft or unauthorized access to a password issued to them under this agreement.

### **V. RESPONSIBILITIES OF THE CLERKS AND JUSTICES OF THE PEACE**

#### **5.01 Assistance**

The functional analysts shall provide assistance and answer questions of the subscriber in order to assist with initial access and other access issues.

#### **5.02 Right to Modify**

The Clerks and Justices of the Peace reserve the right to add, modify, format or delete information available to the subscriber. Each Clerk and each individual Justice of the Peace reserves the right to terminate this agreement as to their respective records, data and files.

### **VI. MISCELLANEOUS PROVISIONS**

#### **6.01 Assignment**

Neither party shall assign or subcontract this agreement or any portions hereof without the written consent of the other party.

#### **6.02 Applicable Law**

This agreement shall be governed by the laws of the State of Texas, and the parties agree the place of performance of all obligations of this agreement is Collin County, Texas.

### 6.03 Notices

Any notice under this agreement shall be in writing and sent to the addresses of all parties listed below.

### 6.04 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs or sections contained in this agreement shall not affect the validity or enforceability of the remaining portions of this agreement.

### 6.05 Authority of Parties

The Clerks, Justices of the Peace and subscriber, whose signatures appear below, have full authority to sign on behalf of and bind the Clerks, Justices of the Peace and subscriber to all terms of this contract.

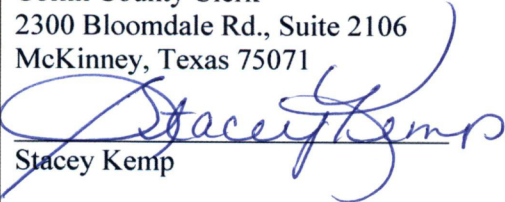
### 6.06 Entire Agreement

This agreement constitutes the entire agreement between the Clerks, Justices of the Peace and subscriber and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this agreement.

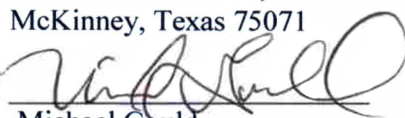
### 6.07 Effective for the Following Departments

This agreement is effective for the following departments listed below:

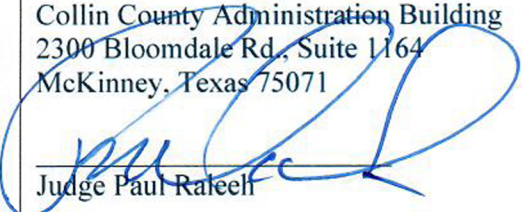
Stacey Kemp  
Collin County Clerk  
2300 Bloomdale Rd., Suite 2106  
McKinney, Texas 75071

  
Stacey Kemp

Michael Gould  
Collin County District Clerk  
2100 Bloomdale Rd., Suite 10353  
McKinney, Texas 75071

  
Michael Gould

Judge Paul Raleeh  
Justice of the Peace, Precinct 1  
Collin County Administration Building  
2300 Bloomdale Rd., Suite 1164  
McKinney, Texas 75071

  
Judge Paul Raleeh

**Collin County Texas  
Internet-Based Records and File Access  
Subscriber Agreement**

**Subscriber Information Page**

Return the subscriber information page **“ONLY” (PER ATTORNEY(s))** to the offices to process the account. The subscriber will keep the agreement rules and regulations on pages 1 – 6 and send in page 7.

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This Collin County Internet-Based File Access Subscriber Agreement is by and between Stacey Kemp, County Clerk of Collin County, Texas, Michael Gould, District Clerk of Collin County, Texas, Justices of the Peace Precincts One, Two, Three, and Four, and \_\_\_\_\_  
**(attorney name)** and is made for the purpose of granting restricted internet access to records and case files within the Clerks’ and Justices’ of the Peace file systems.

Email Notification: YES      or      NO

(Email notifications are additional \$20.00 extra per attorney plus the annual subscriber fee amount.)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Bar ID Number: \_\_\_\_\_

Driver’s License Number: \_\_\_\_\_

**Photocopy of Driver’s License and Bar ID must be attached to this page**