

AGENDA ITEM # 10October 12, 1999

*

Consider approving subscriber agreement for County Clerk.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve subscriber agreement for County Clerk.

Vote: Motion carried 3 - 0

< Clerk copy here >

STATE OF TEXAS §

COUNTY OF WILLIAMSON§

SUBSCRIBER AGREEMENT

This Agreement is entered into, by and between Williamson County, Texas, (hereinafter referred to as the "County") a body corporate and politic, acting by and through its Commissioners' Court, and _____
(hereinafter referred to as "Subscriber").

WITNESSETH:

WHEREAS, the County is authorized to charge a reasonable fee under contract for the uses of the County's Computerized Electronic Information System pursuant to Section 191 008, Texas Local Government Code.

WHEREAS, the County Clerk of Williamson County, Texas, the custodian of certain county records, as designated by law, agrees to allow public access to those records

I.
PURPOSE

1.01 The purpose of this Agreement is to authorize the Subscriber's participation in the remote on-line data base system which is the County's Computerized Electronic Information System, to access public records in the Office of County Clerk

II.
TERM

2.01 This Agreement commences on the _____ day of _____, 1999 and terminates as provided in §§ 2.02 and 2.03.

2.02 This Agreement may be terminated without cause by the County or the Subscriber with a ten day written notice. Subscriber remains responsible for payment of all fees for services rendered or obligations incurred.

2.03 As legal custodian of all records filed with the Office of County Clerk, the County Clerk reserves the right to discontinue remote access of all or any portion of the public records available through the remote on-line data base without cause with a ten day written notice to the County and to the Subscriber

III. DAYS AND HOURS OF OPERATION

3.01 The Subscriber shall be able to access the remote on-line data base system, seven days per week, 24 hours per day except:

- 1 for periods of preventative maintenance
2. for periods of archiving information, data and images
- 3 for such other periods of remedial maintenance as may be required
- 4 due to insufficient funds in escrow
- 5 when daily time allocation is expanded

3.02 The County, acting by and through the office of the County Clerk or the Information Systems Department reserves the right to reduce remote on-line data base access service levels during unusual circumstances such as, but not limited to, "brown & black outs," County Clerk or Information Systems Department production requirements, intrusions against security, and adverse operation impact beyond the control of the County.

3.03 The County, acting by and through the County Clerk and/or the Information Systems Department reserves the right to limit access by assigning certain times during the day to access the remote on-line data base or by allocating a daily time limit in a 24 hour period for each Subscriber

IV.
MONTHLY FEES

4.01 A reasonable monthly fee charged to the Subscriber shall be based upon the Subscriber's actual use of the remote on-line data base attached hereto as Exhibit "A "

4.02 The monthly usage fees will commence on the effective date stated on the face hereof and will automatically be subtracted from the Subscriber's escrow account maintained by the County Clerk

4.03 It is the responsibility of the Subscriber to maintain sufficient funds in the escrow account to maintain access to the remote on-line data base. The system will automatically disconnect access upon the escrow account reaching an insufficient amount to conduct business

4.04 All fees specified are those currently in effect and are subject to change with ten days notice to all subscribers. Subscribers agree that certain fees may change during the course of the agreement.

V.
SERVICES

5.01 The County Clerk will provide the Subscriber with inquiry and fax access to the remote on-line data base system of all public records, including data and image, that has been entered into the on-line data base system.

5.02 The County Clerk and Information Systems will assume responsibility for

1. assigning unique access code to each user;
2. maintaining the roll-over telephone lines,
3. providing Subscriber with training and instruction as to the use of the remote on-line data base system

4. providing Subscriber with limited consultation, via telephone, on specific problems that arise between 8 am-5 pm, Monday through Friday, excluding holidays and emergency closing of offices, in the use of the remote on-line data base.
5. Providing maintenance of all county-owned equipment necessary to keep the remote on-line data base in working order

VI. SUBSCRIBER'S OBLIGATIONS

6.01 It is the responsibility of the Subscriber to install the necessary telephone line and computer hardware and software and/or make any modifications to their existing computer system or telephone equipment necessary to access the remote on-line data base.

6.02 The Subscriber accepts all responsibility for maintenance and repair work required to keep its hardware and software and telephone lines in operating order.

6.03 The Subscriber shall be responsible for ensuring the security of its unique access code number against unauthorized users from its location and/or its terminal.

6.04 The Subscriber shall be responsible for payment of monthly access fee and usage fees made by, through or from its location or terminal, whether said inquiry is authorized or unauthorized.

6.05 Public information accessed from the remote on-line data base is for the use of the Subscriber in the ordinary course of its business.

VII. LIABILITY

7.01 It is acknowledged by the Subscriber that the County Clerk is the legal custodian of the information to be accessed through the remote on-line data base. Furthermore, the County owns and operates the equipment used to store and access the information. The subscriber hereby relieves and releases the County, its official employees and agents and the County Clerk and her employees of any liability for any and all damages resulting from interrupted services of any kind and for incorrect data or any other misinformation accessed from this service, except for damages caused by gross negligence or willful misconduct.

VIII.
WARRANTIES

8.01 Neither the County Clerk and her employees, nor the County, its officials, employees and agents expressly or implied warrant that the information, data and/or images accessed by the Subscriber is accurate or correct. There are no expressed or implied warranties in connection with service. All information, data and/or images are subject to change and/or correction by the County Clerk and her employees at any time without notice. Access to data is not intended to be a substitute for official certification by the County Clerk.

WILLIAMSON COUNTY

By: _____
John C. Doerfler, County Judge

Date. _____

ATTEST.

Nancy E. Rister, County Clerk

SUBSCRIBER

Signature

Printed Name and Title

Date

CONSENT

I, Nancy E. Rister, County Clerk of Williamson County, Texas, agree to allow the public access to certain County records pursuant to Section 191.008 of the Texas Local Government Code.

Nancy E. Rister
County Clerk of Williamson County, Texas

AGENDA ITEM # 11**October 12, 1999**

Consider approving construction/maintenance agreement with TxDOT for bridge replacement on County Road 371 at Willis Creek.

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To approve construction/maintenance agreement with TxDOT for bridge replacement on County Road 371 at Willis Creek.

Vote: Motion carried 3 - 0

< Clerk copy here >

County Williamson
 CSJ 0914-05-102
 Project BR
 Road/Street CR 371 at Willis Creek
 NBI Structure No. AA02-31-001
 Local Designation No. _____

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE, and Williamson County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, hereinafter called the LOCAL GOVERNMENT, acting by and through its Commissioners Court

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at CR 371 at Willis Creek

_____ ; and,