



EJ TRUF CPGN

HARRIS COUNTY DISTRICT CLERK

SUBSCRIBER ACCESS PROGRAM

PO BOX 52366 | HOUSTON, TEXAS 77052-2366 | (713) 755-7815
<http://www.hedistrictclerk.com> / | e-mail: dcsa@hedistrictclerk.com

Information about Subscriber Access

The Harris County District Clerk's Subscriber Access Program facilitates remote computer access to public court information maintained by the District Clerk. Any one can apply for remote access by submitting a Criminal Program Contract and security deposit for access to County and District Criminal records, and/or a Civil Program Contract and security deposit for access to District Civil and Family records.

Criminal Records: Subscribers have access to Capital, Felony 1-3, Felony State, and Misdemeanor A & B case information from 1975 to present. Information includes case disposition, case history, persons connected to a case, setting dates, and bonding information. Search criteria includes name, date of birth, social security, driver's license, case number, and SPN (Harris County System Person Number).

Civil/Family Records: Subscribers have access to a variety of lawsuits, tax, divorce, and paternity case information from 1981 to present. Information includes associated parties, activity, attorneys, a list of documents filed, setting history, service, orders, post judgment status, and new cases filed. Search criteria for the civil system includes name, case number, bar number, case type, and date ranges.

Hardware and Software: Minimum requirements are a 386 MHz PC with a modem running DOS or Windows 3.1 using free Access Builder Client software. For best performance, ease of installation, and network compatibility it is suggested that you use a Pentium PC with a modem and Windows 95, Windows 98, or Windows NT. Although setup instructions are provided, all hardware and software installation and maintenance issues are the user's responsibility.

Training: Harris County requires everyone who uses the Justice Information Management System (JIMS) to attend training and be assigned a logon ID. Logon IDs *may not* be shared within an organization. A JIMS trainer will contact trainees to confirm the place, date, and time of class. Civil classes are usually held on the 4th Friday from 8:30- 10:30 and Criminal classes are usually held on the 4th Friday from 10:30 - 12:30.

Monthly Fees:

1. \$10.00 base fee per month, per contract.
2. 1.5 cents each time your modem connects to Harris County's modem.
3. 2.5 cents per minute that your computer is connected to Harris County's computer.
4. 65 cents per CPU Second (\$38.80 per CPU Minute). CPU (Central Processing Unit) time is the amount of time it takes Harris County's computer to process your inquiry. An average inquiry takes a fraction of a second to complete. You will only be charged for the time that you use.

Deposits and Training Fees:

1. Each contract must be submitted with a \$150.00 security deposit. Deposits are fully refundable less any outstanding balance at the time the contract is terminated.
2. Each security deposit entitles one person to attend training for free. Each additional person attending training is charged \$40.00 per class and \$10.00 for a logon ID. For example, if two people are sent to civil and criminal class, \$90.00 must be submitted for training costs in addition to a \$300.00 deposit.

To start your subscription, return a completed Criminal Records Access and/or Civil Records Access contract along with the appropriate deposit amount and training fees. Original signatures are required on all contracts. Faxed or photocopied contracts cannot be accepted. Contracts may be mailed to: **Subscriber Access Program, PO Box 52366, Houston TX 77052-2366**, or delivered in person to the Civil Courthouse at 201 Caroline, Ste 230.

RE: SUBSCRIBER ACCESS TO CIVIL AND CRIMINAL PUBLIC RECORDS OF THE DISTRICT CLERK'S OFFICE AND BONDING RECORDS OF THE SHERIFF'S DEPARTMENT OF HARRIS COUNTY, TEXAS

Public record information on Civil and Criminal Records of the District Clerk's Office and the Bonding Records of the Sheriff's Department are available through the Subscriber Access Program. Your request for information includes:

- ◆ Administrative Guidelines (save for future reference)
- ◆ Application (**Criminal**)
- ◆ JIMS Training Request (Make copies-keep blank original for future use)
- ◆ Agreement (**Criminal**)
- ◆ Summary of Available Transactions and User Fees

Return completed Application(s), Agreement(s), and JIMS Training Form(s) to:

Harris County District Clerk
ATTN: Subscriber Access Coordinator
P.O. Box 52366, Houston, Texas 77052-2366.

In order to avoid delay, please do the following:

1. Every line on the Application(s), JIMS Training Form(s), and User related information on pages 1 and 5 of the Agreement(s) must be completed.
2. Please note that the term "User", is the **same** as the Subscriber Name of Page vi, item 1. User's signature is required on page 5 and must be the same as Authorized Agent on page vi, item 4. Applications from corporations and partnerships must be signed by a corporate officer or a partner or someone authorized by a power of attorney to contractually bind the Applicant.
3. The required deposit must accompany the Application and may be by check, money order or Cashier's check made payable to: **Harris County Treasurer.**

If you have questions regarding this application, please contact the **Harris County District Clerk's Subscriber Access Coordinator at (713) 755-7815.**

Sincerely,

EJ TUFCPKGN.....
DISTRICT CLERK

ADRIAN GARCIA
SHERIFF

Enclosures
6/25/10

ADMINISTRATIVE GUIDELINES FOR SUBSCRIBER ACCESS

1. Members of the Public may apply for Subscriber Access.
2. It is mandatory that all applications be completed in accordance with the directions in the contract.
3. Applications are submitted to the Custodian of the Records to be reviewed for approval and forwarded to the appropriate Executive Board for their concurrence.
4. Subscribers are provided access to County's computer in accordance with the contract terms and subject to the County's holiday schedule.
5. Subscriber Access may be achieved by dial-up line connection only.
6. Subscriber shall obtain and use equipment and software that is compatible or required by the County.
7. Subscriber is responsible for providing its own equipment and maintenance necessary to access the requested data.
8. Subscriber training in the use of inquiry transactions for District Clerk records is conducted by JIMS. JIMS provides passwords upon satisfactory completion of training by the Subscriber.
9. Subscriber is responsible for promptly notifying the District Clerk's Subscriber Access Coordinator of any employee's termination so that their "logon" and "password" can be canceled. Each employee utilizing the system is required to attend training to obtain an individual "logon" and "password". Sharing of logons and passwords is grounds for termination of Agreement. **The Subscriber Access Coordinator provides assistance or support only to those individuals who have attended training and an individual logon and password.**
10. Approved contracts shall be for a period of one (1) year and will automatically renew for additional terms of one year unless terminated sooner in accordance with the terms of the Agreement.
11. User fees are approved by Commissioners' Court.
12. Technical requirements are prescribed by Harris County Information Technology Center. (ITC).

SUMMARY OF CRIMINAL MANUAL

The District Clerk's Criminal Division is the registrar, recorder, and custodian of all court pleadings, instruments, and papers that are part of any cause of action in the District Courts of Harris County hearing criminal cases, as well as the County Criminal Courts-at-Law. In addition, the office is responsible for accurately disseminating that information to the public, bar, and bench as soon as that information becomes a matter of public record.

In an effort to process the increasing volume of cases handled by these courts, the District Clerk has automated the majority of the record keeping functions assigned to this office, both statutorily and by custom. This automated system is part of the JIMS or Justice Information Management System.

The JIMS system provides a means of tracking specific information for all criminal cases:

- ◆ **PARTIES** - All parties associated with a case, i.e., defendant, bondsman, attorney, etc. The only exceptions are witnesses other than those who have been attached or bench warranted to testify in the criminal case.
- ◆ **STATUS** - Case and Defendant status are provided as a part of the summary information on the majority of inquiries.
- ◆ **DOCUMENTS** - Documents are captured in the system, which provides data as to the document and indicates what action the court took on each document where appropriate.
- ◆ **SETTINGS** - Information is provided as to all settings on each case, indicating the result of each appearance.

Additionally, the Subscriber Access System will provide the User with bonding information via an inquiry transaction provided by the Harris County Sheriff's Department. This inquiry transaction will list all cases in which the defendant is booked into the Harris County Jail and is eligible for bond.

The JIMS training/reference manual is designed to help subscribers understand the key points of the system and details the on-line inquiry transactions that are available. Each screen is described, method of access is detailed, and code tables are referenced to enable the subscriber to interpret the information provided.

SUBSCRIBER ACCESS - CRIMINAL REQUEST FOR ACTION ON JIMS LOGON ID

This form is required for any addition of, deletion of, or changes to a JIMS logon ID and must be completed and signed by the agency's official contact person or designated agency liaison. Subscribers must attend a JIMS Criminal Orientation Class and sign a Security and Privacy document before receiving access to the system. Each individual must use his or her assigned LOG-ON ID to access JIMS. Send completed Request for Action forms and applicable fees (made payable to Harris County Treasurer) to:

**Harris County District Clerk Subscriber Access Coordinator
P. O. Box 52366, Houston, Texas, 77052-2366.**

DATE: _____

TO: Justice Information Management System - Training Section

FROM: _____
(Name of Agency/Company)

TYPE OF REQUEST: (Circle One Below)

ADDITION: Employee has never had a JIMS security code or previous code has been deleted.

Subscriber criminal classes are generally held on the 4th Friday of every month from 10:30 a.m. to 12:30 p.m.

Upon receipt of this request, a JIMS Trainer will contact you to schedule training.

DELETION: Employee no longer with agency or no longer authorized to access JIMS.

CHANGE NAME: Include former name in parentheses below.

PLEASE PRINT

EMPLOYEE: _____ (_____) _____
Last Name First Middle Former (For Name Change Only)

AREA CODE AND PHONE NUMBER: _____ - _____ - _____
Include extension if applicable

AREA CODE AND FAX NUMBER: _____ - _____ - _____

EMAIL ADDRESS _____

AGENCY CONTACT PERSON: _____

Signature

Printed Name

Phone Number

INSTRUCTIONS FOR COMPLETING APPLICATION

ALL BLANKS IN PART I MUST BE FILLED IN

1. **Subscriber Name:** The correct business name, address, person responsible for coordinating Subscriber Access, and telephone number of entity, including a direct number for contact person.
2. **Purpose of Access:** User must determine the purpose for using the Subscriber Access Program, i.e., to monitor open cases, litigation research, case management, etc.
3. **Estimated Usage (Daily):** User must determine the average number of inquiries you will transact daily.
4. **Signature:** An authorized agent (someone who is authorized to enter into binding agreements, i.e., owner, partner, President, Vice President) must sign the Application and Agreement on behalf of the Subscriber (User). Please type or print name and title below the signature.

Applications from corporations or partnerships must be signed by a corporate officer, a partner or someone authorized by power of attorney to contractually bind the Applicant. Copy of power of attorney must be attached to Agreement when returned to the District Clerk.

5. **Date:** Date signed by authorized agent.
6. **Title:** Title of authorized agent signing application and agreement.

**APPLICATION FOR
HARRIS COUNTY DISTRICT CLERK
SUBSCRIBER ACCESS - CRIMINAL PROGRAM**

PART I.

1. SUBSCRIBER NAME: _____
(Firm Name)

ADDRESS: _____

CITY STATE ZIP CODE

CONTACT: _____

TELEPHONE: _____

FAX NUMBER: _____

TAX IDENTIFICATION NUMBER (TIN): _____

2. PURPOSE OF ACCESS: _____

3. EMAIL ADDRESS: _____

4. SIGNATURE: _____ DATE _____
(Authorized Agent for User: Owner, Partner, President, Vice President))

TITLE: _____
(Print Name and Title)

(INSTRUCTIONS ON PREVIOUS PAGE FOR COMPLETING FORM)

PART II. HARRIS COUNTY USE ONLY

DATE RECEIVED: _____

JIMS EXECUTIVE BOARD APPROVAL: _____ **DATE** _____

AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

THIS AGREEMENT, made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes called "County" and _____, hereinafter sometimes called "User" or "Users,"

W I T N E S S E T H:

WHEREAS, certain County officials, hereinafter collectively referred to as "Custodians," use the County's computer system to store their respective official records; and

WHEREAS, some of the Custodians desire to make certain official records available to the public through computer access; and

WHEREAS, User desires computer access to the hereinafter designated official records.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.

County agrees to provide to User inquiry access, through the Harris County Computer System, to the official records of the Custodian who has consented to such access by his signature on Addendum "B" attached hereto.

II.

User shall have the following obligations:

- A. User must provide and maintain, at User's own cost and expense, User's own computer terminal. User shall obtain and use equipment that is compatible with the County's computer system in accordance with the specifications set out in Addendum "A" attached hereto and made a part hereof. County's only obligation shall be to provide a connection to access County's computer system.
- B. The User is responsible for assuring that the proper use, maintenance, and supervision of its equipment and shall ensure that persons using this equipment have received required training to ensure efficient use of the database(s).
- C. The User must ensure that its connection and/or its terminal are not used by unauthorized personnel to access computer information from Harris County. Unauthorized personnel for the purposes of this contract is any person not holding a valid, county issued User identification (User-ID) and passwords.

III.

Unless sooner terminated in accordance with the terms of this Agreement, this Agreement is for a term of one (1) year commencing on the date this Agreement is signed by all parties to this Agreement and automatically renews for additional terms of one (1) year based upon the rates in effect at that time. This Agreement does not automatically renew for any one year term if a notice of termination is given by County to User or User to County at least thirty (30) days prior to the commencement of any new one year term. The County is authorized to amend the conditions of this Agreement, including payment schedules, from time to time, and User has the option of accepting the amended conditions or terminating the Agreement in accordance with the provisions of this Agreement.

IV.

Upon execution of this Agreement, the County, acting by and through County's security agent, as specified in Addendum "B", is authorized to assign passwords and User-IDs to User's designated employees who successfully complete the training program. "Designated employees" shall mean those employees designated in writing by User to County to have individual User-IDs and passwords. If any User-ID and password is used to access information not expressly included in Addendum "B," this unauthorized access is a breach of this Agreement by User and is a basis for termination under Paragraph VIII. User agrees to notify the Security Agent and County in writing as soon as possible, but in no case later than five (5) days, of the termination of any employee who has an individual password. User further agrees to submit to the Security Agent and County, in writing, the names of any new employee who is authorized to obtain a User-ID and password. The County agrees to provide a list of transaction codes to enable User's designated employees to obtain access to authorized records as set out in Addendum "B."

V.

It is expressly understood and agreed that User is authorized to access only the information set forth in Addendum "B", and User expressly agrees that User must not attempt to obtain other information from County's computer without the express written consent of Harris County by order of Harris County Commissioner's Court and the express written consent of the Custodian of said records.

VI.

User is authorized to access the County's computer twenty-four (24) hours daily, seven (7) days a week, subject to file availability and the following conditions:

- A. In the event the capacity of County's computer is inadequate to meet the needs of User and County, the needs of the County prevail;
- B. Access can be denied during periods of preventive or remedial maintenance;
- C. All access is subject to security regulations which may be put into effect from time to time;
- D. If for any reason funds are not appropriated to continue public access by County, this contract is terminated; and
- E. County reserves the right to change the availability schedule without notice.

VII.

It is expressly understood and agreed that neither Harris County nor the Custodian expressly or impliedly warrant that the information or data accessed by User is accurate or correct. User hereby relieves and releases Harris County and the Custodians, their officers, agents, and employees of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from the County's computer or the Custodian's computer records.

VIII.

The County or the Custodians who have consented to User's access by signature on Addendum "B" may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement, all User-IDs and passwords of User's designated employees are void and access will be denied. User's fixed monthly fee for the month in which termination occurs shall be pro-rated in accordance with those days in which this Agreement was in effect.

IX.

User agrees to pay to County the fees and deposit specified in Addendum "B" for the dial-up access facilities utilized by the User, including sign-on and training code fees. County agrees to provide monthly statements to User for the fees incurred herein. Each statement is due and payable by User thirty (30) days from the date of the statement. However, in the event the cost of the service to User by the County exceeds the amount set out in Addendum "B," upon thirty (30) days written notice, County is authorized to automatically increase the charge to User to the actual cost of the service.

X.

At the time the User submits its application, the deposit for services as specified in Addendum "B" must accompany the application. It is expressly understood and agreed that the initial deposit reflects the estimated maximum amount of monthly charges that the User may expend under this Agreement in any single month. The County reserves the right to review, from time to time User's actual usage and to unilaterally increase User deposits as County deems necessary. Upon receipt of a notice of insufficient deposit, the County is authorized to terminate the Agreement immediately without further notice to User, if User fails to pay the additional deposit funds within ten (10) days. In addition, if the amount of the initial deposit is less than the cost of actual monthly usage, the monthly statement must be paid within ten (10) days of receipt of statement. For example, if the initial deposit is \$300.00 but the User's actual monthly usage is \$500.00, the User must pay \$500.00 within 10 days of receipt of statement.

XI.

If User defaults by failing to timely pay any fees billed to User, User agrees to pay a late fee of 10% per annum on any outstanding balance remaining unpaid for more than thirty (30) days.

XII.

User reserves the right to terminate this Agreement upon thirty (30) days written notice to County.

XIII.

The Custodians and County shall not be liable for User's failure to access County's computer. In the event User is unable for any reason to access any of the Custodian's computer records available under this Agreement, User's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section XII.

XIV.

User agrees not to sell, assign, or transfer any right or interest in or under this Agreement. Any attempt by the User to sell, assign, or transfer, by any means, any right, duty, or obligation in or under this Agreement shall be null and void.

XV.

In the event User desires to obtain computer access to records of other Custodians as they become available, County and User may, subject to the consent of the Custodian of such records, amend Addendum "B" to add such access.

XVI.

The Custodian reserves the right to add, modify, or delete format or content of information available to User, or to change the transaction codes described in Paragraph IV. The Custodians agree to notify User no later than ten (10) days after the date upon which such change becomes effective.

XVII.

Upon termination, the County Auditor must audit User's account. Upon completion of the audit, County agrees to refund to User the deposit made by User pursuant to Paragraph IX above less any amounts owed by User. It is understood and agreed that the interest, if any, to be earned by this deposit has been considered in calculating the fees to be charged for the services to be provided pursuant to this Agreement. Therefore, County shall have no obligation to pay interest on said deposit.

XVIII.

Any notice required or permitted to be given by User to County may be mailed to the address provided in Addendum "B". Any notice required or permitted to be given by County or Custodians to User may be mailed or hand delivered to the address provided in the "Application for Harris County District Clerk Subscriber Access" attached to this Agreement. Notices properly addressed as above on an envelope with appropriate postage affixed are deemed given three (3) days after deposited in the United States Mail.

XIX.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

EXECUTED on this _____ **day of** _____, _____.

APPROVED AS TO FORM:

HARRIS COUNTY

VINCE RYAN
County Attorney

By: _____ By : _____
David Daugherty ED EMMETT, County Judge
Assistant County Attorney

USER: _____
(Firm Name)

By: _____
(Signature of authorized agent)

(Printed Name)

ADDENDUM "A"

I. DEDICATED LINE FACILITIES

A. Carrier Service:

Access to digital (non ISDN) or analog carrier service from local phone company.

B. Hardware Requirements:

Personal computer with a modem capable of "dial up" operation. The modem should be Hayes compatible. The modem should be able to support 300 bps (bits per second) - through 28.8 Kbps (V.21 through V.32, V.34), with data compression (V.42).

C. Software Requirements:

Personal computer (PC) software for accomplishing:

1. "Dial up" connectivity of a PAP (Password Authentication Protocol) or PPP (Point to Point Protocol) connection. Most PC communications packages, usually fulfill this requirement. Example - (dial-up networking option included in **WINDOWS 95**, or Harris County will provide a **WINDOWS 3.11** or **DOS** compatible client software package).
2. The submitting of a "TE LNET" session, for connectivity to Harris County. PC communication packages that have a TCP/IP stack/option. Example: (PROCOMM).

The communications software should support terminal types:

DEC VT100
DEC VT52
H.P. 2621B
IBM 3101
Lear Seigler ADM-5
Lear Seigler ADM-3a
Televideo 910
Televideo 950
Televideo 970
WYSE75

ADDENDUM "B"

A. SCREENS AVAILABLE CONTAINING DISTRICT CLERK'S CRIMINAL CASE INFORMATION.

| SCREEN | FUNCTION | SCREEN | NAME |
|--------|------------------------------------|--------|------|
| 1. | NAME INQUIRY WITH PARAMETERS | | QNAM |
| 2. | GENERAL NAME INQUIRY: | | QINQ |
| 3. | CASE INQUIRY: | | QCAS |
| 4. | PARTY CONNECTION INQUIRY: | | QCOC |
| 5. | CASE SETTING INQUIRY: | | QSET |
| 6. | CASE DOCUMENTS INQUIRY: | | QDOC |
| 7. | BOND FORFEITURE INQUIRY: | | LBFD |
| 8. | BOOKING/BONDING INQUIRY: | | QBDI |
| 9. | CODE TABLE INQUIRY: | | QMNQ |
| 10. | NAME INQUIRY FOR AN INACTIVE SPIN: | | QPER |

These are the same record types available on a walk-in basis. No images of original documents will be available.

B. DEPOSIT

An initial deposit in the amount of \$150.00 must be paid by User in advance of execution of the Agreement to act as security for all fees not paid in advance by User. The deposit must accompany your signed Agreement and Application at the time it is presented to the District Clerk for action, otherwise, the Agreement and Application will be returned with no action taken after thirty (30) days.

C. USER FEES FOR ABOVE INFORMATION ARE AS FOLLOWS:

1. Users agree to pay to the County the following fees:
 - a. The initial contract includes a sign-on code and training for one person. If needed, additional sign-on codes are available for \$10.00 each and additional training is available for \$40.00 a person.

Complete a JIMS Training Form (Page iv) for each individual employee to be assigned a Password and trained. All employees, who will access the files requested, must be assigned a Password and be trained by Harris County.

- b. A monthly \$10.00 base charge.

- c. A fee of \$38.80 per CPU minute. CPU minute, as it applies to this Agreement, is sixty (60) seconds of instruction execution by the County's computer as captured and reported by the County's proprietary IBM software. (Computer search time)
- 2. Users will be billed monthly for transaction processing charges based on usage as follows:
 - a. A per call connection charge of \$0.015;
 - b. A charge of \$0.025 per minute connected.
- D. Access to the above screens shall not be effective until this Addendum has been executed by the District Clerk of Harris County to evidence his consent thereto.
- E. Applications for Agreements for access to the District Clerk's records, deposits (made payable to Harris County Treasurer) and all other correspondence, including notices of termination, and training requests shall be mailed to:

Harris County District Clerk Subscriber Access Coordinator
P. O. Box 52366, Houston, Texas 77052-2366.

Monthly payments for user fees shall be made payable and mailed to:

Harris County Treasurer
1001 Preston, Suite 652, Houston, Texas 77002
- F. The security agent for County for this Addendum is the Justice Information Management System Department (JIMS) of Harris County.

APPROVED:

EJ TROF CP KN, DISTRICT CLERK

DATE

ADRIAN GARCIA, SHERIFF

DATE

ORDER

THE STATE OF TEXAS **§**

COUNTY OF HARRIS **§**

On this the _____ day of _____, _____, the
Commissioners' Court of Harris County, Texas, sitting as the governing body of Harris County, upon the motion
of Commissioner _____, seconded by Commissioner
_____, duly put and carried,

IT IS ORDERED that County Judge Robert Eckels, be, and he is hereby authorized to execute the Agreement between Harris County and _____, for providing computer access to certain public records in the Harris County Computer. Said Agreement is incorporated herein by reference and made a part hereof for all intents and purposes as if set out here in full word for word.