

**DATABASE ACCESS AGREEMENT FOR THE  
OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS**

This Database Access Agreement (the "Agreement") is made and entered into by and between the **County of Atascosa, Texas** (the "County"), political subdivision of the State of Texas, acting by and through its duly elected officials and located at 1 Courthouse Circle Drive, Jourdanton, Texas 78026, and \_\_\_\_\_ (the "Customer"), located at \_\_\_\_\_. The County and the Customer are sometimes collectively referred to in this Agreement as the "**Parties**" or individually as a "**Party**."

**RECITALS**

WHEREAS, in accordance with Chapter 191 of the Texas Local Government Code, the Atascosa County Commissioners Court has provided for the establishment and operation of a computerized electronic information system for direct access to County records; and

WHEREAS, under Chapter 191 of the Texas Local Government Code, the Atascosa County Commissioners Court may provide direct access to this computerized electronic information system on a contractual basis, provide procedures for the establishment, maintenance, and operation of the information system, establish eligibility criteria for users, delineate the public information to be available through the system, set a reasonable fee, charged under a contract, for use of the system, and consolidate billing and collection of fees and payments under one county department or office, provided that the custodian of the records agrees in writing to allow public access to the records; and

WHEREAS, the Atascosa County Clerk is the custodian of records for the Office of the County Clerk and has agreed in writing to allow public access to these records, as evidenced by her signature below; and

WHEREAS, the Customer desires to obtain access to certain County databases of the Atascosa County Clerk's Office.

**NOW, THEREFORE, the County and the Customer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:**

**ARTICLE 1: ACCESS TO DATABASES**

- 1.1 Upon the proper execution of this Agreement by the Parties and subject to the terms and conditions stated below, the Customer shall be entitled to access the County Clerk's databases specified in this Agreement.
- 1.2 The Customer shall have access to the documents known as the Official Public Records of Atascosa County, expressly excluding certain records as required by law, such as vital statistics records, via a County-provided password for the purpose of viewing and making copies of the records in accordance with the restrictions stated below.

## **ARTICLE 2: RESTRICTIONS OF USE OF DATABASES**

- 2.1 The Customer expressly agrees to comply with all copyright and other proprietary notices of any file, data, database, and/or other material provided by the County under this Agreement, regardless of the form.
- 2.2 Whether viewing or reproducing any file, data, database, and/or other material provided by the County under this Agreement, the Customer assumes sole responsibility for compliance with all copyright and proprietary notices for any user of the password supplied to the Customer pursuant to this Agreement.
- 2.3 In accordance with the law, certified copies of the Official Public Records of Atascosa County may only be obtained directly from the Atascosa County Clerk. Therefore, any information obtained from the databases will be in their "UNOFFICIAL" form only. The Customer shall use the databases and any information obtained from the databases solely for its internal business purposes. For clarity, the preceding sentence does not restrict the Customer from using and distributing data extracted from the database in its business services, provided that the Customer complies with all required copyright and/or proprietary notices and ensures that all data is properly noticed as an "UNOFFICIAL COPY."
- 2.4 The Customer shall not share its County-provided password, access databases for the benefit of third parties, or provide database information other than data to third parties extracted in the performance of its legitimate business services.
- 2.5 The violation of any of the restrictions of this Article is material, shall be considered a breach of contract, and may result in the immediate termination of this Agreement.

## **ARTICLE 3: AGREEMENT PRICE AND PAYMENT TERMS**

- 3.1 For database access beginning in the month of January 2026, the Customer shall pay a fixed fee of \$792.00, which shall be due and payable to the County in one lump sum immediately upon executing this Agreement.
- 3.2 If access prior to January 1, 2026, to the databases is desired by the Customer and agreed by the County, the Customer may pay \$66.00 per month (the "Pro-Rated Amount"), provided that the Customer shall pay the full Pro-Rated Amount for any remaining month in one lump sum immediately upon executing this Agreement.
- 3.3 The Pro-Rated Amount shall apply to all months in 2026. If access to the databases on or after February 1, 2026, is desired by the Customer and agreed by the County, the Customer may pay the Pro-Rated Amount, provided that the Customer shall pay the full Pro-Rated Amount for any remaining month in one lump sum immediately upon executing this Agreement.
- 3.4 If this Agreement is renewed, the Customer's fixed fee for any Renewal Term will be due and payable to the County in one lump sum on or before January 1st of any Renewal Term.
- 3.5 To facilitate the Customer's reasoned consideration for the renewal of this Agreement, the County will provide the Customer with a copy of any proposed increases or decreases in the

compensation required under this Agreement to the Customer within sixty (60) days of the expiration of the Effective Date.

#### **ARTICLE 4: TERMS**

- 4.1 **Term.** The term of this Agreement shall be for one (1) calendar year, beginning on January 1, 2026 (the "Effective Date"), and ending on December 31, 2026, unless sooner terminated under Article 5, provided that the Customer may enjoy early access to the databases on a prorated basis as described in Article 3. If the Customer desires early access to the databases and the County agrees, the Effective Date of this Agreement shall include any prorated months, but the Term of this Agreement shall not extend beyond December 31, 2026.
- 4.2 **Renewal Terms.** If mutually desired and supported by an affirmative vote of the Atascosa County Commissioners Court as recorded in its official minutes, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual "Renewal Term"); provided that:
- A. Each Renewal Term shall begin on January 1st and end on December 31st of any calendar year;
  - B. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing; and
  - C. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty (60) days of the expiration of the Effective Date.

#### **ARTICLE 5: TERMINATION OF AGREEMENT**

- 5.1 **Breach of Contract.** Under this Article and without limiting any other terms of this Agreement or definitions in the law, "default" or "breach of contract" generally occurs when a Party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement to be kept, observed, or performed by it and the defaulting Party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.
- 5.2 **Early Termination.** The termination of this Agreement at any time other than the term and expiration as defined by Paragraph 4.1 shall be considered an "Early Termination."
- 5.3 **Early Termination for Convenience.** This Agreement may be terminated without penalty at any time by either Party upon sixty (60) days' written notice. While the Early Termination of this Agreement shall release each Party from any and all prospective obligations, the County shall be entitled to receive all fees related to the provision of database access incurred up to the date of Early Termination.
- 5.4 **Termination for Cause.** The Customer's violation of any term or condition required under Article 2 of this Agreement is material and will be considered a breach of contract. If it is determined that the Customer has failed to comply with any of the terms and conditions

required under Article 2 of this Agreement, the County may immediately terminate this Agreement for cause and without penalty to the County.

- 5.5 The County reserves the right to pursue all remedies available under the law if this Agreement is terminated for cause or breach of contract.

#### **ARTICLE 6: LIMITATIONS OF LIABILITY**

- 6.1 THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. THE COUNTY ASSUMES NO RESPONSIBILITY WITH RESPECT TO ANY USE OF ANY OF THE SERVICES OR DATABASES MADE AVAILABLE BY THE COUNTY. UNLESS OTHERWISE IDENTIFIED BY LAW, THE CUSTOMER AGREES THAT 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.
- 6.2 The Parties agree that the County shall not be liable for any delays or failures in performance or for any interruption of the County's service arising from any cause or circumstance beyond its reasonable control and further agrees to indemnify and hold County harmless from any loss or claims or loss of arising out of the use of County's service or any materials provided under this Agreement.

#### **ARTICLE 7: FAILURES & DELAYS**

- 7.1 The Customer will notify the County of any failure, delay, or interruption of its access to the databases that exceeds two (2) hours in length.
- 7.2 To mitigate the effects of delay or interruption of access, updates to the County's databases are typically made outside of normal business hours. For updates scheduled between 8:00 a.m. and 5:00 p.m., Monday – Friday, the County will make every reasonable effort to inform the Customer of any planned interruptions that may disrupt the Customer's access to the County's databases.
- 7.3 Notices for Failure, Delay, or Interruption of Access. To notify the County of any failure, delay, or interruption of its access to the County's databases, the Customer may directly contact the County's Information Technology (I.T.) Department:

**Atascosa County I.T. Manager**

Justin Vasquez

[justin.vasquez@atascosacounty.texas.gov](mailto:justin.vasquez@atascosacounty.texas.gov)

Phone: (830) 570-7742

#### **ARTICLE 8: MISCELLANEOUS**

- 8.1 Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- 8.2 Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 8.3 Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.
- 8.4 Assignment. The Customer shall not assign this Agreement, or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement without the prior written consent of the County, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.
- 8.5 Notices. Any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

**To Atascosa County:**

Weldon P. Cude  
Atascosa County Judge  
1 Courthouse Circle Drive, Ste. 101  
Jourdanton, TX 78026

**To Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 8.6 Change of Address. Each Party hereto may designate a different address for itself by giving a notice in accordance with Paragraph 7.1.

- 8.7 Entire Agreement, Amendments, & Integration. This Agreement constitutes the entire agreement between the Parties and is not effective unless it is in writing and signed by both Parties. This Agreement may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties. Any amendment to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.
- 8.8 Binding Agreement. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- 8.9 Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and the County may enter into other similar agreements, provided, however, that any agreement between the County and another person, business, corporation, or party must be reconciled with the terms of this Agreement.
- 8.10 Signature Authority. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein.
- 8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Amendment delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

**THIS PART IS LEFT INTENTIONALLY BLANK.**

*Signature Pages Follow*

