

**AGREEMENT
BETWEEN THE OFFICE OF COURT ADMINISTRATION
AND THE DISTRICT CLERK OF HIDALGO COUNTY**

This Agreement is between the Office of Court Administration (OCA) and the District Clerk of Hidalgo County (the “Clerk”), regarding the attorney electronic service address list provided by OCA to the Clerk. In this Agreement, OCA and the Clerk may be referred to individually as “Party” and collectively as “Parties.” OCA and the Clerk agree as follows:

1. Background.

Pursuant to Article III, Section 3 of the State Bar rules, all attorneys licensed to practice law in Texas are required to provide to the State Bar of Texas (State Bar) an electronic service address for service of documents through the electronic filing manager established by OCA and for communications from Texas courts.

2. Definitions.

a. “eService File” means the XML file provided to OCA by the State Bar pursuant to Article I of the State Bar rules that contains all email addresses designated for electronic service by attorneys licensed to practice in Texas.

b. “Authorized User” or “Authorized Users” mean the Clerk and staff designated by the Clerk to have access to the eService file.

3. Purpose.

The clerks of the Texas courts are responsible for sending notices and other court-related information and correspondence to attorneys with cases pending before the courts. To assist the Clerk in performing these duties, OCA agrees to provide the eService File for the Clerk’s use.

4. eService File and Data Transfer.

a. Host. OCA shall host the eService File on a secured FTP (SFTP) server. The data provided by OCA under this Agreement remains in the custody of OCA for purposes of responding to any other requests for access to the data.

b. Data Transfer. OCA shall post the eService File containing the data elements identified in Attachment A by 4:00 a.m. Central Time each day. OCA shall provide credentials to the secure FTP Server to the Clerk so that Authorized Users may download the eService File daily.

c. System Security. All SFTP servers used by OCA and the Clerk under this Agreement must have current and effective antivirus software protection and must be managed in such a way as to ensure that they are routinely patched against operating system vulnerabilities and security risks.

d. Parties Bear Own Costs. OCA and the Clerk shall each bear their own costs associated with transferring, uploading, maintaining, accessing, processing, and using the eService File.

5. Use of eService File.

a. Case Management System. Authorized Users may use the information contained in the eService File to update the Clerk's case management system with updated attorney contact information.

b. Authorized Users and Permissible Use. OCA and the Clerk agree that access to the eService File will be made available only to Authorized Users and their supporting Information Technology provider. The Parties acknowledge that Authorized Users may use the eService File only in updating attorney contact information in the Clerk's case management system and delivering official court notices and other correspondence. The parties also acknowledge that some or all of the emails contained in the eService File are records collected and maintained by the State Bar of Texas and are exempt from disclosure under Sec. 552.1176 and are not subject to Rule 12. The Clerk agrees that Authorized Users will not release to the public any information contained in the eService File.

c. Daily Updates Required. The Clerk agrees to institute processes that will download and process the eService File daily to pick up additions, modifications or deletions.

d. Compliance with Laws and Regulations. OCA and the Clerk agree to comply with all applicable federal and state laws, rules, and regulations related to the safeguarding, maintaining, and disclosing of any data provided or received pursuant to this Agreement.

e. Investigation; Termination of Access. If OCA reasonably believes that an Authorized User has used the eService File for an unauthorized purpose, including the intentional or accidental release of the file to a third party, OCA shall immediately suspend the Clerk's access to the eService File for 72 hours and notify the Clerk of such unauthorized use. OCA and the Clerk will cooperate in an investigation of the unauthorized use. After the investigation, if OCA determines that the eService File was used for an unauthorized purpose, including the intentional or accidental release of the file to a third party, OCA, in its sole discretion, may terminate the Clerk's access to the eService File or require the Clerk to agree in writing that the Authorized User who violated the requirements of this Agreement will not have access to the eService File.

6. Notices.

Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified. The address of OCA and the Clerk for all purposes under this Agreement and for all notices shall be:

For the Clerk

Laura Hinojosa
Hidalgo County District Clerk
Hidalgo County Courthouse
100 N. Clossner
Edinburg, Texas 78539

For OCA

David Slayton
Administrative Director
Office of Court Administration
P.O. Box 12066
Austin, Texas 78711-2066

7. Terms and Conditions.

a. Applicable Law; Venue. OCA and the Clerk agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflict of laws. The Parties also agree that the venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

b. Termination. Each Party shall have the right in its sole discretion and at its sole option to terminate this Agreement by giving the other Party thirty (30) days written notice of the intention to terminate. Exercise by either Party of its right to terminate the Agreement does not relieve any Party of its obligations under this Agreement prior to the termination.

c. Change in Law. If federal or state laws or regulations or other federal or state requirements or State Bar rules are amended or judicially interpreted so that either Party cannot reasonably fulfill the Agreement, and if the Parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the Parties shall be discharged from any further obligations under this Agreement.

d. Amendment. This Agreement may only be amended in writing.

e. Limitation of Liability. OCA shall not be responsible for the acts or omissions of any Authorized User regarding the use of the information provided in the eService File.

f. Dispute Resolution. OCA and the Clerk will attempt to resolve any disputes arising under this Agreement using alternative dispute resolution methods.

This Agreement is adopted to become effective on the last date it is signed by authorized representatives of the Parties.

Laura Hinojosa, Hidalgo County District Clerk

Date: _____

David Slayton, Administrative Director
Office of Court Administration

Date: _____