



CIRA E-MAIL SERVICES AGREEMENT

The Agreement. The County Information Resources Agency ("CIRA") provides certain technology services to CIRA Members. By entering into this Agreement, you are agreeing to comply with all terms and conditions that are applicable to the services that you select and with the general terms and conditions.

Organization of the Agreement. This Agreement is organized in three parts:

Part I is the CIRA E-Mail Services Menu. Select the services that you want on this form and return one signed original to CIRA at the address below. Send Part I (E-Mail Services Menu) only.

Part II is a description of the E-mail services (free and pay) and the terms and conditions that apply to each individual service.

Part III is the General Terms and Conditions that apply to all CIRA services.

Conflicts between the Parts. Where there is a conflict between the General and the individual terms and conditions, the individual terms and conditions govern the Agreement as to that particular service. Where it is unclear or there is an ambiguity (the terms or conditions could be read either way) the General Terms and Conditions will govern.

How to Activate a Service. Select the services that you want on Part I and read the terms and conditions that apply to that particular service and the general terms and conditions. Send one signed original to CIRA at the address below. Send ONLY Part I (CIRA Services Menu) to CIRA at the address below.

Thank you for participating. If there are services that you would like to see offered by CIRA, please let us know.

The County Information Resources Agency

1210 San Antonio Street
Austin, Texas 78701
800.456.5974
<http://www.cira.state.tx.us>

Gayle Latham, Director
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PART I

CIRA E-MAIL SERVICES MENU

(Return this page to CIRA)

By selecting a service or services in this Part, you are agreeing to abide by the terms and conditions that pertain to each service selected as those terms are set forth in Part II and to abide by the general terms and conditions as set forth in Part III.

1. **FREE** -- Officials' E-Mail Service.

- YES. We understand that we will receive _____ free accounts, to include elected and appointed officials mailboxes, which are always free.

2. **PAY** -- Employees' E-Mail Service.

- YES. We want to purchase _____ employee E-Mail accounts, at a rate of \$20.00 per account annually with appropriate discounts to be applied as outlined below, and may be prorated from initiation of service through September 2007. Subsequent contract years will coincide with the county fiscal year, pre-paid annually.

500 - 599 accounts minimum purchase qualifies for a 20% discount from \$20.00 per mailbox annual fee

600 – 749 minimum purchase qualifies for a 25% discount from \$20.00 per mailbox annual fee.

Discount structures for 750 contracted mailboxes or more will be considered for additional discount structure on an agency by agency basis.

Additional mailboxes must be purchased in blocks of 10 under the respective qualifying discount structure, prorated to the end of the then current fiscal year.

Hidalgo County will be required to purchase increments in blocks of 10 mailboxes at a time and must do so when their total contracted mailbox count exceeds 2% of their contracted services, free mailboxes excluded.

CIRA does not presently offer BlackBerry or Treo support but will consider adding such services when sufficient interest of the CIRA email user base has a number of users willing to invest sufficiently to make it financially feasible and self supporting.

Payment. I understand that the cost for the services selected above are to be paid annually and in advance. Enclosed is the payment for the services selected as follows:

Employees' E-Mail Service.

Standard County Package	
_____ Employee E-mail Accounts	\$
_____ additional blocks of 10 at \$200 per year (less applicable discount %)	
Total Enclosed	\$

Name: _____ **Title:** _____

Date: _____

PART II

E-MAIL SERVICES: DESCRIPTION, TERMS, AND CONDITIONS

A. Free E-Mail Services (Member Officials Only).

1. **The Service Provided.** CIRA provides **free** e-mail to **County officials only**. At the discretion of CIRA and when deemed necessary to accomplish the goals of CIRA, certain key employees may receive free e-mail accounts. Free accounts are for individual officials only and do not include department accounts, or other similar accounts. An individual official account will be assigned using the first name, last name, and county domain name. Example: bob.smith@co.coke.tx.us. Department/office accounts must be purchased as provided for below.
2. **Conditions.** With the exception of the provisions relating to payment, the free county official e-mail services are subject to the same terms and conditions as the Employee E-Mail service. These terms and conditions are set forth in Part II (C), below.
3. **Term.** There is no specific term relating to the free accounts. However, CIRA reserves the right to cancel the free e-mail program at any time and for any reason, but will make every effort to provide you with sufficient notice to make other arrangements for e-mail if the program is terminated.

B. Employee E-Mail (pay service).

1. **The Service Provided.** CIRA will provide and Members may purchase e-mail accounts for their employees and for office, and department accounts at the cost set forth in Part I above -- subject to and in accordance with the terms and conditions set forth in this section and in the General Terms and Conditions in Part III. Alias, office, and department accounts shall be assigned based upon CIRA naming standards. For example, the proper alias account for the County Auditor's office shall be "auditor." Additions and deletions of accounts are permitted, without additional charge, within the limits of the number of prepaid accounts. Additional accounts may be purchased in blocks of 10 user accounts as set forth in Part I.
2. **Term.** Employee e-mails are purchased for a one-year period beginning on the first day of the county's fiscal year and ending on the last day of the fiscal year. If a county makes its purchase of employee e-mails after the beginning of its fiscal year, the annual cost will be prorated on a monthly basis. If CIRA does not increase the cost of the service from one fiscal year to the next, this agreement is automatically renewed unless, within 15 days prior to the end of the county's fiscal year, CIRA receives written notice from the Member that it does not desire to renew.
3. **Cost.** The costs of the services provided are set forth in Part I, above. All amounts due are to be paid in advance and are **not refundable**. A county, therefore, **is not entitled to a refund** of any kind if it decides to reduce the number of e-mail accounts or terminate the service during the fiscal year.
4. **Increases in Cost.** CIRA may not increase the cost of these services during a contract year. CIRA, however, reserves the right to increase the cost of these services on an annual basis for new and renewing agreements. In that event, CIRA will provide Member written notice of its intent to increase the cost of services at least 60 days prior to the end of the Member's fiscal year. Upon receipt of the notice, the Member shall, within 15 days prior to the end of the fiscal year, provide CIRA with written acceptance of the new costs for the next fiscal year. If CIRA does not receive Member's written acceptance, the service will be terminated on the last day of the fiscal year.

5. **Termination.** Subject to the provisions of paragraphs 2, 3, and 4 above, this Agreement may be terminated by either party upon 60 days written notice to the other party. If CIRA terminates this Agreement for any reason other than for a violation of a provision of this Agreement by Member, CIRA shall give Member 60-days written notice of its intent to terminate and shall refund to member, on a pro-rata monthly basis, any unused portion of the Agreement. Member is not entitled to a refund if Member terminates this Agreement.

C. Terms and Conditions Applicable to All E-Mail Services.

1. **Backups and Records Retention.** CIRA will not be responsible for retrieving deleted e-mails or ensuring that the Member complies with any applicable records retention laws or policies.
2. **Domain Name Hosting Required.** In order for CIRA to provide e-mail accounts, CIRA must host your proper domain name on the CIRA server(s). The proper name for a Texas county is *www.co.countyname.tx.us*. For example, for Bell County, the proper domain name is *www.co.bell.tx.us*. If your domain name is not already being hosted by CIRA, your County Judge must send a letter to CIRA authorizing us to obtain and host your domain name. This letter must be in the form prescribed by CIRA, on Member's letterhead, and signed by the county judge. It generally takes a couple of weeks to obtain your registration but it can take a month or more.
3. **Local Administrator Required.** CIRA manages the e-mail servers and applications. CIRA does not manage your individual e-mail accounts. In order to obtain CIRA e-mail services, you must designate a person or persons locally who will manage your e-mail accounts. CIRA recommends that you consider assigning this function to someone in your Personnel or Human Resources department. CIRA will provide this person training and access to the system so that they can add and delete users and keep the necessary records. **This is a secure system and it is very important that you have positive control over and maintain accurate records of who has accounts and access.** If, for any reason, you cannot manage your own accounts locally, CIRA, by separate agreement, will manage those accounts for you as your Local Administrator -- for a negotiated fee. CIRA strongly encourages you to manage your e-mail locally because it will be more efficient and considerably less expensive.
4. **Designation and Responsibilities of Local Administrator** You must provide CIRA the name, title, phone number and e-mail address(es) of the person(s) who will be responsible for managing the county e-mail accounts. CIRA will provide initial training to your designated Local Administrator. Responsibilities of the Local Administrator include:
 - a. Developing and implementing a procedure for determining which employees who will be allowed to use the available e-mail accounts;
 - b. Maintaining a record of the name of each user and a copy of their driver's license or other official Department of Public Safety-issued photo identification;
 - c. Adding, modifying and deleting E-mail accounts;
 - d. Resetting passwords and emphasizing the importance of proper security measures in the use of the password
 - e. Complying with your county's records retention schedule and other county and state policies regarding the management of governmental records.
 - f. Configuring e-mail programs on local computers as necessary to access the e-mail server.
5. **CIRA E-Mail Policies.** Whether or not your county has an e-mail policy, each user must, at a minimum abide by the CIRA E-Mail Policies as they currently exist or as they may be amended. If there is a conflict between the two policies, the stricter policy will apply. A copy

of the current policy is attached as Exhibit A. These policies are subject to change without notice. The most recent policy will always be posted on the CIRA Web Page: www.cira.state.tx.us.

6. **SECURITY.** Maintaining the security and integrity of the CIRA/County e-mail system IS **VERY IMPORTANT** and IS **EVERYONE'S RESPONSIBILITY**.
 - a. You **MAY NOT** share your individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but officials are strongly encouraged to limit access/use of the account to only those which need access.
 - b. Do not tell anyone, including CIRA staff, your password.
 - c. You are encouraged to change your password at least annually.
 - d. Your password should be at least 8 characters and should include numbers, letters, capitals, and small case.
 - e. You may write your password down and keep it on your person. **NEVER** leave your password in plain view on or near your computer.
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PART III. GENERAL TERMS AND CONDITIONS

Scope of the General Terms and Conditions. These General Terms and Conditions apply to the entire Agreement. Where there is a conflict between the General and the individual terms and conditions, the individual terms and conditions govern the Agreement as to that particular service. Where it is unclear or there is an ambiguity (the terms or conditions could be read either way) the General Terms and Conditions will govern.

A Member may use CIRA-provided services for public purposes only. The Member agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Member also agrees not to use these services for private pecuniary gain.

You agree to use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines. Those policies are maintained on the CIRA Web site at www.cira.state.tx.us and may be amended without notice.

A. ABUSE OF SERVICES

1. Activity that interrupts the normal use of the system for other CIRA Members is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time. You may receive an E-mail warning or have their account suspended. If the misuse is unintentional, the suspension may be rescinded.
2. You are expected to report to CIRA any information you may have concerning instances in which the conditions of use have been or are being violated.
3. CIRA may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, Members or third parties. CIRA will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process. You also understand that information stored on CIRA servers and systems incident to your use of CIRA services may be subject to disclosure under the Open Records Act.
4. CIRA may restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that you have violated this Agreement, any related policies or guidelines, third party rights or laws, CIRA may immediately take corrective action, including: (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on CIRA's systems, and (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate or infringe any law or third-party rights or that otherwise exposes or potentially exposes CIRA to civil or criminal liability or public ridicule. These rights of action, however, do not obligate CIRA to monitor or exert editorial control over the information made available for distribution via the Services.

B. SECURITY

1. **SECURITY IS THE RESPONSIBILITY OF EVERYONE.** The Member and its authorized users agree to keep their passwords secure and not give their passwords to any other person – **for any reason**. If you believe that the security of your password has been compromised, it is your responsibility

to change your password to prevent unauthorized access to your account. If you have lost or cannot remember your password, contact CIRA to reset it immediately.

2. You are solely responsible for any security breaches affecting the accounts under your control. If your account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate your account and/or services without notice. If damage to other accounts, Members, or CIRA systems are caused by your failure to follow the policies governing your account, you may be responsible for the costs incurred by CIRA to correct the security breaches and restore the system or systems.

C. INTELLECTUAL PROPERTY

1. You agree not to infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance. As provided by United States federal law and by International treaties, copyrighted materials (e.g., images, text, and programs) may not be uploaded or transmitted using CIRA services without the permission of the copyright holder or as permitted by law.

2. Public Domain materials (e.g., images, text, and programs) may be downloaded or uploaded using CIRA services. Members may also re-distribute materials in the public domain. The Member assumes all risks regarding the determination of whether the material is in the public domain.

3. All materials, including any computer software (in object code and source code form), data or information that CIRA or its suppliers or agents develop or provide under this Agreement, and any know-how, methodologies, equipment, or processes CIRA uses to provide the Services to you, including all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto will remain CIRA's or its suppliers' sole and exclusive property. CIRA will also maintain and control all Internet protocol ("IP") numbers and addresses that CIRA may assign to you. CIRA may, in its sole discretion, change or remove any and all IP numbers and addresses.

D. DISCLAIMERS

1. CIRA makes no warranties of any kind, whether express or implied, for the services it provides. CIRA also disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages which may result from the use of its services including loss of data resulting from delays, non-delivery or interruption in service. Disclaimed Warranties CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's host computers, network hubs and points of presence, or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

2. CIRA is not liable for any temporary delay, outages or interruptions of the Services. Further, CIRA is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third-party supplier failure.

3. CIRA is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person (other

than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

E. SEVERABILITY AND APPLICABLE LAW

1. Both parties agree that this contract will be interpreted according to the laws of the State of Texas. Venue for any litigation pertaining to this contract will be determined by the law of the State of Texas.

2. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly possible to reflect the original intentions of the parties and the remained of the provisions shall remain in full force and effect.