



CIRA 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 four parts:

Part I is the CIRA Services Menu. Select the services that you want on this form and return one signed original to CIRA at the address below.

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

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

Part IV is the Terms and Conditions that apply to CIRA web 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.

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
gayle.latham@cira.state.tx.us

PART I CIRA SERVICES

CIRA Email and Website Bundles

Package 1- County Maintains Email and Website

- Website is FREE
- Email – 30 Free Accounts – Over 30, \$200.00 for each additional block of 10

Ex: *“County A” maintains their website and Email. They have 40 Email accounts. They only pay for the additional block of 10 accounts, \$200.00/year.*

Package 2- County Maintains Website/County Declines Website CIRA Maintains Email

- Website is FREE
- Email – 30 Free Accounts – Over 30, \$225.00 for each additional block of 10

Ex: *“County B” maintains their website. CIRA maintains the county Email. “County B” has 50 Email accounts. They pay \$450.00/year for the additional 20 Email Accounts.*

Package 3- CIRA Maintains Website, County Rejects Email

- Website is \$350.00/yr.
- If County decides to add Email, they automatically move up to package 4.

Ex: *“County C” opts for CIRA to maintain their website, but declines to use CIRA Email. They pay \$350.00 a year.*

Package 4- CIRA Maintains Website and County Maintains Email

- Website is \$350.00/yr.
- Email – 30 Free Accounts – Over 30, \$200.00 for each additional block of 10

Ex: *“County D” opts for CIRA to maintain their website and County maintains their Email accounts. The county has 60 Email accounts. They pay \$350.00/yr for the website and an additional \$200.00/yr for each extra block of 10 Email accounts. Their annual bill is \$750.00 for CIRA to maintain website and Email.*

[] Package 5- CIRA Maintains Website AND Email

- Website is \$350.00/yr
- Email – 40 Free Accounts – Over 40, \$240.00 for each additional block of 10

Ex: "County E" has CIRA maintain their Email and website. They pay \$350.00/yr for the website. "County E" has 50 Email accounts. They pay \$240.00/yr for the additional 10 Email accounts. Their total yearly CIRA bill is \$590.00 for Email and website maintenance.

Other Services

[] FMS (File Management System)

- \$300.00/yr for up to 200 users
- Additional blocks of 50 users for \$75.00/yr

[] Send Only ListServ

- \$1.00 per account

[] Two Way Traffic ListServ

- 0-100 users, \$250.00/yr
- Additional blocks of 50 users for \$100.00/yr

[] CIRA Remote Assistance

- Free with Package 2, 3, 4, and 5
- \$100.00/yr with Package 1

TOTAL:

Package: #4 350⁰⁰

Extra E-mail Bundles: _____
(10 accounts per bundle)

Other Services : _____

PART II

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 these General and the specific terms and conditions for a particular service, the individual terms and conditions govern the Agreement as to that particular service. In this Agreement, "you" refers to the county, and all elected officials and employees that use CIRA services.

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

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. Depending on the severity of the conduct and the severity of consequences, users that abuse the system 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 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.
4. 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 Public Information Act.

5. 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, nor will CIRA monitor or attempt to control your content.

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. Member and its Users 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 may not be uploaded or transmitted using CIRA services without the permission of the copyright holder or as permitted by law.

2. 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 AND INDEMNIFICATION

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. 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 under any circumstances for any temporary delay, outages or interruptions of the Services, nor is CIRA liable for any damages suffered as a result thereof.

3. In the administration of this Agreement, CIRA is not your agent, representative, fiduciary or trustee. 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.

4. The Member and its officials and employees are responsible for proper use of e-mail accounts and web sites obtained pursuant to this agreement. Member agrees to indemnify, with currently available funds, CIRA and its directors, and the employees of the Texas Association of Counties, for all expenses incurred and damages paid in any cause of action brought against CIRA by a 3rd party that arises from Member's inappropriate use of the service. The Member is not responsible under this provision for harm caused to third parties by the negligence or wrongful act of CIRA or its employees.

E. TERM AND TERMINATION

Any service may be terminated by either party at any time after giving notice to the other party. In the event Member terminates a "pay" service without cause, Member will not be entitled to a refund. If CIRA fails to perform a "pay" service as promised, and fails to cure the defect within 30 days of being advised of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for services have not been rendered at the time of termination.

F. 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.

PART III

TERMS AND CONDITIONS FOR E-MAIL SERVICES

1. **Storage and Backups.** Personal e-mails should not be stored on the e-mail server, and should be deleted promptly after they are sent or received. County-related e-mail should not be stored on the system for more than 90 days. You understand and agree that, after notice to you, CIRA may purge any *deleted* e-mail that has been on the system for more than 90 days. *Any other e-mail may be purged after one year.* The services provided by CIRA pursuant to this agreement do not include making backup copies of e-mail, and CIRA is not responsible for retrieving deleted e-mails.
2. **Records Retention.** CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **You understand and agree that it is the Member's obligation to ensure that e-mails pertaining to county business are retained in some format (other than on the e-mail server) for an appropriate period of time.**
3. **Local Administrator.** If you select either Package 1 or Package 4, CIRA will not manage your individual e-mail accounts. For either of these packages, you must designate a person or persons locally who will manage your e-mail accounts by performing the duties set forth in paragraph 5 below. **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 you cannot manage your own accounts locally and CIRA has adequate resources to provide the service, CIRA may agree to serve as your Local Administrator for an additional negotiated fee.
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 e-mail user.

- c. Resetting passwords and emphasizing the importance of proper security measures in the use of the password
 - d. Assisting e-mail account users with complying with your county's and each department's records retention schedule and any laws or policies regarding the management of governmental records.
 - e. Adding, modifying and deleting e-mail accounts in compliance with applicable records retention schedules and records management plans and laws. Before deleting an e-mail account, the individual user should be notified and given an opportunity to ensure that all e-mails that must be retained are preserved in an appropriate way, off of the e-mail server;
 - f. Configuring e-mail programs on local computers as necessary to access the e-mail server.
5. **E-mail Terms and Conditions; Individual User's Obligations.** As a condition of receiving the service, each user must agree to abide by the CIRA E-Mail terms and conditions. Users periodically may be required, prior to log in, to confirm the user's agreement to abide by these terms and conditions. You understand that a user's failure to confirm his or her agreement to abide by the terms and conditions will result in the user's inability to access the e-mail account. The terms and conditions of e-mail account usage may be changed periodically as necessary to protect CIRA, its Members and their resources. To the extent practical, users will be notified promptly of any changes, and the current version of the applicable terms and conditions 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 agree not to 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 who need access.
 - b. You agree not to tell anyone, including CIRA staff, your password.
 - c. The system will require you to change your password at least twice a year. You understand and agree that you will not be allowed back into the system until the password is changed.
 - d. Your password will have to meet certain requirements for security purposes, and you agree to meet those standards when establishing or changing your password.
 - e. You agree not to leave your password in plain view on or near your computer.

PART IV

TERMS AND CONDITIONS FOR WEB SERVICES

1. You must authorize CIRA (we'll provide you the form) to obtain and/or host your proper domain name. For example, the proper Internet domain name for Coke County is: www.co.coke.tx.us.
1. CIRA does not provide Internet access as a part of this service. You must arrange for your own Internet access.
2. CIRA will provide Members storage space on CIRA's server for the purpose of housing the data and files that constitute your Web site. If a particular county department has its own site, CIRA will also host that site.
3. You agree to allow CIRA to place a CIRA and/or Texas Association of Counties (TAC) logo on your home page and a link to both the TAC and CIRA web sites.
4. The Web Site will be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for any maintenance and required repairs (as determined by CIRA in its sole discretion). However, there may be a temporary loss of service from time to time, and you agree that CIRA shall not be liable for any loss or interruption of services regardless of the cause of interruption.
5. If you select Package 1, 2, or 3 CIRA is not responsible for providing or posting Web Site content. You agree to decide on the content and post it with content management software provided free of charge by CIRA.
6. Member understands and agrees that Member and its individual users are responsible for (a) acquiring any authorization(s) necessary for hypertext links to third-party web sites, (b) the accuracy of materials on the Web Site; and (c) ensuring that the content does not infringe or violate any right, including but not limited to an intellectual property right, of any third party.
7. Member agrees not to place or allow to be placed on the web site any content or materials that are obscene, threatening, malicious, or that infringe on or violate any applicable law or regulation or any proprietary, contract, or other third-party right (including but not limited to an intellectual property right). You agree not to place or allow any content on the web page which is designed to cause damage, harm (including interruption of service) to any computer or computer system accessing the web site.

AGREED to and ADOPTED by the Commissioners Court of
Polk County on the 22nd day of
September, 2009, and executed by the undersigned authorized member of
its governing body:

Name: John P. Scarpuzza Title: County Judge

AGREED TO BY CIRA on the _____ day of _____
_____.

Gayle Latham, CIRA Director