



# TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

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## SERVICES AGREEMENT

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### FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

### AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

#### 1. GENERAL TERMS AND CONDITIONS

##### 1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

**1.1.3 "TAC" means the Texas Association of Counties.**

**1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.**

**1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

**1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

**1.4 Abuse of Services and CIRA's rights.**

**1.4.1 Prohibited activity.** Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

**1.4.2 Reporting required.** Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

**1.4.3 Investigation and action authorized.** CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, 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 a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

## 1.5 Security.

1.5.1 Password protection. **SECURITY IS THE RESPONSIBILITY OF EVERYONE.** Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

**1.5.3 Policy compliance.** If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

## **1.6 Intellectual Property.**

**1.6.1 Compliance with copyright and other laws.** Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

**1.6.2 CIRA's rights.** CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

## **1.7 Disclaimer.**

**1.7.1 No warranties.** CIRA makes no warranties of any kind, either express or implied, for the Services It provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that 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 servers, host computers, network hubs 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 MEMBER WAIVES 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.**

**1.7.2 No liability.** CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

**1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

**1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

**To CIRA:**

**The County Information Resources Agency  
c/o Texas Association of Counties  
1210 San Antonio Street  
Austin, Texas 78701  
Attn: CIRA Manager  
support@county.org**

**To Member:**

To the CIRA Coordinator specified on the signature page.

**1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one- year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice 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 that have not been rendered at the time of termination.

**1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

**1.12 Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**1.13 Amendment.**

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

**1.14 Third Party Rights.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**1.15 Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**1.16 Payment terms.**

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

**2. TERMS AND CONDITIONS FOR EMAIL SERVICES.**

**2.1 Email storage.**

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

**2.2 Email deletion.**

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the

Member that it intends to purge email.

### **2.3 Email backup.**

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

### **2.4 Records retention.**

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

### **2.5 Email Administrator.**

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

### **2.6 Responsibilities of Email Administrator.**

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an Individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.



2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

2.6.8 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests.

**2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

**2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

**2.8.6** Member agrees to implement and/or enable two factor authentication for each individual e-mail account.

## **2.9 Email Support.**

**2.9.1** CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

## **3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

### **3.1 Internet domain name.**

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit D. For example, the standard format for a county's Internet domain name is www.co.[county name].tx.us.

### **3.2 Internet service.**

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### **3.3 Server storage.**

CIRA will provide a Member with storage space on CIRA's server(s) to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

### **3.4 CIRA and TAC logos and links.**

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### **3.5 Website availability and Service interruption.**

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website

availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

### **3.6 Content posting.**

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be

considered a customization of the website, and the Member will be charged accordingly.

**3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

**3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

**4. ADDITIONAL SERVICES.**

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

**COUNTY INFORMATION RESOURCE AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director, Texas Association of Counties

MEMBER:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

**CIRA COORDINATOR CONTACT**

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMBER EMAIL ADMINISTRATOR** *(required - applicable for email services only)* The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.)

Member counties must designate at least three Email Administrators who will be responsible for authorizing TAC CIRA to fulfill member county's email-related requests. Member counties have the ability to give these administrators privileges to manage county email accounts (E.g., add and delete accounts.)

**Email Administrator 1 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

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Provide this email administrator with privileges to manage email accounts  
(e.g., add and delete mailboxes.)

**Email Administrator 2 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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Provide this email administrator with privileges to manage email accounts  
(e.g., add and delete mailboxes.)

**Email Administrator 3 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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Provide this email administrator with privileges to manage email accounts  
(e.g., add and delete mailboxes.)

# Exhibit A: Email Services, Pricing and Order Form

## Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: \_\_\_\_\_

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/>  # of Email Accounts: _____	<p><b>Plan 1: Microsoft 365 Business Basic Email (50 GB)</b></p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	\$4.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts: _____	<p><b>Plan 2: Microsoft 365 Business Standard Email (50 GB)</b></p> <p>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite</p> <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	\$12.40 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 3: Office 365 Enterprise - E1 (50 GB)</b> Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 4: Office 365 Enterprise - E3 (100 GB)</b> Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)</li> <li>• 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses)</li> <li>• Active directory integration</li> <li>• Includes eDiscovery and mailbox holds</li> <li>• Includes data loss protection feature</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 5: Office 365 Exchange Online Plan 1 (50 GB)</b> Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month



<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 6: Exchange Online Plan 2 (100 GB)</b> All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Includes eDiscovery and mailbox holds</li> <li>• Includes data loss protection feature</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	<b>Plan 7: Office 365 - F3 (2 GB)</b> Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> <li>• 2 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Microsoft Office applications Outlook, OneNote, Word, Excel and PowerPoint on up to 5 devices per user</li> <li>• Collaboration tools like Sharepoint and Teams</li> <li>• 2 GB of OneDrive storage</li> <li>• Active directory integration</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 1: Email Archiving</b></p> <p>Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.</p> <p>From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.</p>	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)</b></p> <p>Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.</p>	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)</b></p> <p>All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.</p>	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Add-On Feature 4: Azure Information Protection (Plan 1)</b></p> <p>Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.</p>	\$3.00 per email / per month + 30% Management Fee per month

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B: Website Services, Pricing and OrderForm

## Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: \_\_\_\_\_

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p><b>Standard Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> </ul>	<p>\$1,550 per year</p>
<input type="checkbox"/>	<p><b>Standard Plus Website Package</b> <i>Includes all features of Standard Package, plus website postings add-on</i></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> </ul>	<p>\$3,550 per year</p>

<input type="checkbox"/>	<p><b>Premium Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> </ul> <p><b>+ Website Postings Add-on available for discounted rate of \$1,800/year.</b> Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$4,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$3,200 annual fee (after first year)</p> <p><input type="checkbox"/> Additional \$1,800/year Website postings add-on</p>
<input type="checkbox"/>	<p><b>Ultimate Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>• Communicator module to prominently place county news &amp; announcements on website homepage</li> </ul> <p><b>+ Website Postings Add-on available for discounted rate of \$1,800/year.</b> Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$5,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$4,200 annual fee (after first year)</p> <p><input type="checkbox"/> Additional \$1,800/year Website postings add-on</p>

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p><b>Website Content Migration or Customization</b></p> <ul style="list-style-type: none"> <li>• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.</li> <li>• Performing content migration from one website to another.</li> </ul>	<p>\$50 / per hour</p>

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit C: Email Terms and Conditions - Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that the current version of the applicable terms and conditions is the version posted on the TAC website: <https://www.county.org/TAC-CIRA>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

SIGNED the \_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

County: \_\_\_\_\_

Email address: \_\_\_\_\_

# Exhibit D: Internet Domain Name Authorization Form

<Insert Date>

Dear TAC CIRA Manager,

On behalf of <insert county name> County, Texas, I hereby authorize the Texas Association of Counties County Information Resources Agency (TAC CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the TAC CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact:

TAC CIRA Manager  
TAC County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@county.org](mailto:support@county.org)

Technical Contact:

TAC CIRA Manager  
TAC County Information Resources Agency  
P.O. Box 2131  
Austin, TX 78768-2131  
Phone: 512-478-8753  
Fax: 512-479-1807  
e-mail: [support@county.org](mailto:support@county.org)

Sincerely,

<insert signature block>