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OCT 22 2024

COUNTY INFORMATION RESOURCES AGENCY

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

Interlocal Participation Agreement

This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned local government or other political subdivision of the State of Texas, acting through its governing body, and the County Information Resources Agency ("CIRA"), an interlocal entity previously created by an Original Interlocal Agreement for Information Resources and Technologies entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other local government or political subdivision having membership in CIRA.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties and other local governments with their information resource and technology needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

WHEREAS, several counties previously have joined together by interlocal agreement to create CIRA to administer their collective efforts concerning information and technology; and

WHEREAS, the bylaws of CIRA authorize its Board of Directors to establish the terms of an Interlocal Participation Agreement which governs the terms of membership in the Agency;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of allowing the undersigned local government or other political subdivision to join the County Information Resources Agency, pursuant to the terms and conditions set forth below. As provided in the Original Interlocal Participation Agreement for Information Resources and Technologies, CIRA was created to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

- (1) central processing units, front-end processing units, mini processors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;
- (2) all related services, including, but not limited to, feasibility studies, systems design, software development and time-sharing services, provided by Member employees or others; and
- (3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking

programs.

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5) or as defined by Section 1.103(b) of the federal Income Tax Regulations. For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity or political subdivision that either joined to create CIRA through the Original Interlocal Participation Agreement for Information Resources and Technology or has joined CIRA by executing a subsequent Interlocal Participation Agreement, including this Agreement.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
- b. planning and feasibility studies;

- c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high- bandwidth connections;
 - d. establishing software, hardware and data standards;
 - e. technical assistance, training and education;
 - f. seeking grants and other funding sources for Members' information resources and technologies;
 - g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
 - h. cooperative or joint procurement of products, goods and services;
 - i. coordinating with the efforts of State and Federal agencies;
 - j. purchasing or creating shared applications;
 - k. geographic information systems and data;
 - l. data processing services; and
 - m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.
2. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.
3. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.
4. Each Member shall appoint an official or employee from the Member entity to serve as the CIRA Coordinator for the Member who shall be the official representative of the Member.
5. This Agreement does not require a Member to use any particular service. Nor does this Agreement require the provision of any particular service. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.
6. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, services agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of

money to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government or political subdivision, as defined herein, by the execution of an Interlocal Participation Agreement. Any Member may, upon a valid order of its governing body and upon 30 days' notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased as determined by the CIRA Board of Directors pursuant to Article VIII(e) of the CIRA Bylaws.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, administrative fees, or other sources.

7.01. Current Revenue

Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any Member may elect to withdraw from the Agreement at any time upon an order of the commissioner's court or other governing body with notice as provided below.

9.01. Applicable Law

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

10.01. 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 shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

a The County Information Resources Agency (CIRA) is governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein. Approval of this agreement constitutes approval of the bylaws.

b It is the intention of the Members that CIRA have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c The CIRA Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement. The Board shall also have the authority to develop and approve additional Interlocal Participation Agreements that allow for access to services of and/or membership in CIRA, and may also amend the form and substance of any such Interlocal Participation Agreement at any time, provided, however, that any such amendments will be effective only prospectively, and will not operate to unilaterally amend any agreement previously reached with any Member.

d All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution.

This Agreement shall terminate if CIRA is dissolved by a unanimous vote of its Members through their respective governing bodies or by a majority of said Members upon recommendation by the Board of Directors of the CIRA, or by a two-thirds majority vote of the CIRA Board of Directors pursuant to Article XIV of the CIRA Bylaws. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment

Subject to the provisions of Section 11.01(c), this Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce

The County Information Resources Agency and the Members have the exclusive right to bring

suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices.

All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, delivered via electronic mail to support@county.org, delivered to the Agency at the following address, or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

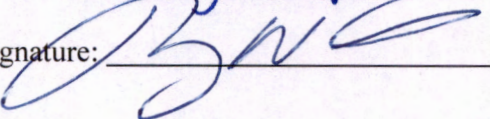
The County Information Resources Agency The
Texas Association of Counties
1210 San Antonio
Austin, Texas 78701

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned local government or other political subdivision have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Hunt County on the 22 day of October, 2024 and executed by the undersigned authorized member of its governing body:

Name: Bobby W. Stovall

Title: County Judge

Signature: 

AGREED to by the County Information Resources Agency on the ___ day of _____, 20__.

For the County Information Resources Agency

CIRA COORDINATOR DESIGNATION

The Member hereby assigns and designates the following individual as the Agency Coordinator as required by this Agreement and Bylaws:

Printed Name: _____

Title: _____

Address: _____



TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

SERVICES AGREEMENT

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 services 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 services 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 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 hosted content ; 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 or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator 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 Security enhancements. CIRA may make updates and/or implement changes

to Member email security settings to address critical security concerns without advance notice.

1.5.4 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. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

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, alteration, theft, or destruction of a 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 a 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, misrepresentation, 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) to the extent allowed by law 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 (vi) 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, email or fax:

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

Fax: (512) 479-1807

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 provided 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. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancellation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. 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. CIRA may increase prices for any of its services with 90 days' notice to the Member.

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. Storage of Member-related email must comply with the Member's email retention policies.

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 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 three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to 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 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. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

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

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

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

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

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

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

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

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 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is 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, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

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, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting 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 authorizes CIRA to obtain and/or host the Member's domain name and server settings.

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 website hosting provider's servers 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 Website 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 provide website posting assistance for Member's website, then the scope for services 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) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) 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 website posting 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 statutorily 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 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 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: 10-22-24 _____
[Signature]

Bobby W. Stovall
[Printed Name]

Hunt County Judge
[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: Brandon Brand

Title: Information Systems Director

County: Hunt

Telephone Number: 903-408-4247

Email Address: bbrand@huntcounty.net

Physical Address: 2507 Lee Street Room 101
Greenville, Tx 75401

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.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 (*Required for all Email Administrators*)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 (*Optional for all Email Administrators*)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 (*Optional for all Email Administrators – Use discretion when granting*)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)

Name: Brandon Brand

Title: Information Systems Director

County: Hunt

Telephone Number: 903-408-4247

Email Address: bbrand@huntcounty.net

Physical Address: 2507 Lee Street Room 101
Greenville, Tx 75401

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 2 (required)

Name: Tyler Stevenson

Title: Systems Administrator

County: Hunt

Telephone Number: 903-408-4249

Email Address: tstevenson@huntcounty.net

Physical Address: 2507 Lee Street Room 101
Greenville, Tx 75401

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 3 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

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>Plan 1: Microsoft 365 Business Basic Email (50 GB)</p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	<p>\$4.90 per email / per month + 30% Management Fee per month</p>

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 2: Microsoft 365 Business Standard Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	\$12.40 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 3: Microsoft 365 Business Premium Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search and Data Loss Prevention • Maximum of 300 users • Email migration included • Includes Exchange Online Archiving • Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.) 	\$21.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 4: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 5: Office 365 Enterprise - E3 (100 GB) 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"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Content protections through Content Search, Core eDiscovery, and Data Loss Prevention • Unlimited number of users • Email migration included 	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 6: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 7: Exchange Online Plan 2 (100 GB) 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"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search and Data Loss Prevention • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 8: Office 365 - F3 (2 GB) Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> • 2 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 2 GB of OneDrive storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Add-On Feature 1: Email Archiving Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard. 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.	\$3.00 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1) 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.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2) All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 4: Azure Information Protection (Plan 1) 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.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 5: Azure Active Directory Premium P1 A robust set of capabilities to empower organizations with more complex identity and access management needs.	\$5.00 per email / per month + 30% Management Fee per month

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Exhibit B: Website Services, Pricing and Order Form

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: Hunt County, Texas

Selected Service	Website Service Description	Cost
<input checked="" type="checkbox"/>	<p>Standard Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • This package does not qualify for website postings add-on option 	<p>\$1,550 per year</p>
<input type="checkbox"/>	<p>Standard Plus Website Package</p> <ul style="list-style-type: none"> • Includes all features of Standard Package, plus website postings add-on • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form 	<p>\$3,550 per year</p>

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

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p>Website Content Migration or Customization</p> <ul style="list-style-type: none"> • 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. • Performing content migration from one website to another. 	\$50 / per hour
<input type="checkbox"/>	<p>Mobile App</p> <ul style="list-style-type: none"> • Available for Ultimate Website Packages only • Custom designed Mobile App for iOS and Android • Mobile Apps available for download in the App Store and Google Play Store • Project Management Services for Setup Included • Phone & email support, Monday - Friday, 8 am to 5 pm 	<p>\$6,500 first year (includes set-up fee & first annual payment)</p> <p>/</p> <p>\$5,000 annual fee (after first year)</p>
<input type="checkbox"/>	<p>New Custom Seal/Logo Design</p> <ul style="list-style-type: none"> • Have a new custom seal or logo designed for your county, department or program • Includes up to three custom design mockups • Final design format: Vector 	\$2,000 per logo
<input type="checkbox"/>	<p>Existing Seal/Logo Refresh</p> <ul style="list-style-type: none"> • Give your existing county seal or program logo a refreshed look • Includes design and color modifications • Price quote provided upon request • Final design format: Vector 	\$150 / per hour

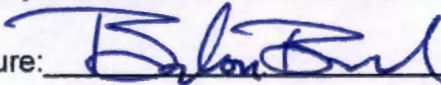
Printed Name: Brandon Brand Title: Information Systems Director
 Authorized Signature:  Date: 10-22-24

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 be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
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.
8. I will abide by and consent to the following terms and conditions
 - [Rackspace Acceptable Use Policy \(AUP\)](#)
 - [Microsoft End User License Terms](#)
 - [Microsoft License Mobility Terms](#)

SIGNED the 22 day of October, 2024

Signature: _____

Printed Name: Bobby W. Stovall Title: County Judge

County: Hunt County

Email address: cojudge@huntcounty.net