



COUNTY INFORMATION RESOURCES AGENCY SERVICE 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 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 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 Local 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 a Local 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.



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2.6 Responsibilities of Local Administrator.

Responsibilities of the Local 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

2.6.5 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 computers 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 Band delivering it to the Member's Local 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 the CIRA website at www.cira.state.tx.us.



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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 tell anyone, including CIRA representatives, an email password.

2.8.4 The CIRA email system will require each User to change their email password at least twice a year. Member understands and agrees that access to the email system will be denied by CIRA until an expired password is changed.

2.8.5 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.

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



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Exhibit B: Email Terms and Conditions; Individual User's Agreement.

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

1. I must comply with CIRA' s email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the CIRA website:
www.cira.state.tx.us;
3. I may periodically be required, before I am allowed to log into my email account, *to* confirm my agreement to abide by CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by CIRA's email terms and conditions may result in 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 CIRA *to* request that my password be reset.

SIGNED the ___ day of _____, 20__.

USER: _____

Printed Name: _____

Title: _____

Email address: _____

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