

NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Lancaster County Sheriff's Office.

In this Agreement, the party who is contracting to receive services is the Lancaster County Sheriff's Office and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.

2. PAYMENT. The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.

3. USE OF LICENSED SOFTWARE. The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.

4. SERVICES PROVIDED. The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

17. DRUG FREE WORKPLACE POLICY. The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

18. CONTRACT COMPLIANCE PROGRAM. The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

19. WORK ELIGIBILITY STATUS. The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. CAPACITY. The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Lancaster County Sheriff's Office

By: _____
Todd Wiltgen, Chair
Lancaster County Board of Commissioners

Date: _____

Party providing services:
Nebraska State Patrol

By: _____
Russ Stanczyk, Major
Interim Superintendent of Law Enforcement and Public Safety

EXHIBIT A
MACH AGREEMENT

Whereas the parties have an agreement to share software services, and whereas Lancaster County Sheriff's Office desires to have access to the MACH software, pursuant to prior agreement executed on the 25 day of July, 2017, the parties agree to the following terms and conditions:

FEES

The fee for MACH is \$24 yearly per user and is pro-rated at the time of the execution of this agreement. Users added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of users will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Lancaster County Sheriff's Office

By: Todd Wiltgen
Todd Wiltgen, Chair
Lancaster County Board of Commissioners

Date: 7/25/17

Party providing services:
Nebraska State Patrol

By: _____
Russ Stanczyk, Major
Interim Superintendent of Law Enforcement and Public Safety

Date: _____