

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2018, by and between the City of Lincoln d/b/a Lincoln Electric System (“LES”) and the County of Lancaster, Nebraska (“LSO”) (individually “Party” and collectively “Parties”).

WHEREAS, LES operates a video monitoring system for security purposes at its facilities located within Lancaster County, Nebraska;

WHEREAS, LSO exercises law enforcement functions within Lancaster County, Nebraska;

WHEREAS, the Parties acknowledge that LSO would benefit from having the ability to access the video feeds from LES’s video monitoring system in exigent circumstances to ensure the safety and security of the public; and

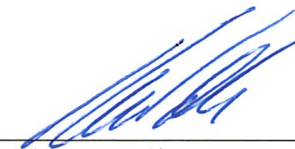
WHEREAS, LES can provide LSO access to LES’s video monitoring system at no additional cost to either entity.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth herein, the Parties agree as follows:

- I. Access. LES and LSO will cooperate to facilitate a secure pathway for live LES video feeds to be accessible “on demand” by LSO. This feed will be continually enabled but only accessed in exigent circumstances, as determined in the sole discretion of LSO. Exigent circumstances are those events in which access to the LES video feed is necessary to ensure the safety and security of the public. LSO will access the LES video monitoring system through a username and password provided to LSO at the time of execution of this Agreement. A monthly test of LSO’s access to the video monitoring system will be conducted at a time and location agreeable to both Parties.
- II. Notice. Upon accessing LES’s video monitoring system, LSO shall notify LES in writing of the date, time and purpose of each incident of access within 24 hours after accessing the LES video monitoring system. All written notifications shall be provided to the LES Manager, Safety & Physical Security, by mail or email.
- III. Limitation of Liability & Indemnification. This Agreement shall not affect or alter either Party’s responsibilities under existing law for claims. The Parties agree to indemnify, defend and hold harmless one another from any claims, demands, causes of action or the like resulting from the conduct of the other Party, its employees or agents related to this Agreement.
- IV. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and each Party, or any employees or other persons acting on behalf of that Party in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement.

V. Term & Termination. This Agreement shall be effective upon execution by both Parties and shall remain in effect until either Party notifies the other Party in writing of its intent to terminate the Agreement.

EXECUTED this 10th day of May, 2018, for City of Lincoln d/b/a Lincoln Electric System.

By: 

Kevin G. Wailes, CEO
Lincoln Electric System
1040 O Street
P.O. Box 80869
Lincoln, NE 68501

EXECUTED this ___ day of _____, 2018, for County of Lancaster, Nebraska.

By: _____

APPROVED as to form this _____
day of _____, 2018.

Deputy County Attorney
For PAT CONDON
County Attorney