

COMBINED LAW ENFORCEMENT INFORMATION NETWORK (CLEIN)
NEBRASKA CRIMINAL JUSTICE INFORMATION NON-TERMINAL AGENCY
USER AGREEMENT

The Nebraska State Patrol, hereinafter called **NSP**, FBI-designated National Crime Information Center (NCIC) Control Systems Agency (CSA) and **Lincoln Police Department** hereinafter called the **Terminal Agency**, a criminal justice agency with terminal access to the NCIC and CLEIN and **Lancaster County Attorney**, herein after called the **Non-Terminal Agency**, a criminal justice agency holding a valid Originating Agency Identifier (ORI) hereby make and enter into the following agreement subject to the below-listed provisions:

1. **Purpose of Agreement:** This agreement provides for the Terminal Agency to serve as the Non-Terminal agency's connection to CLEIN and provides for the exchange of criminal justice-related information between the CLEIN system and the Non-Terminal Agency.
2. **Duties of Terminal Agency:** The Non-Terminal Agency hereby authorizes the Terminal Agency and NSP to use ORI **NB055013A**, which is issued to the Non-Terminal Agency for the purposes of all **authorized** NCIC, CLEIN and National Law Enforcement Telecommunications System (NLETS) functions, including administrative messages and, if applicable, criminal history records. The Terminal Agency agrees to use the Non-Terminal Agency's ORI for all transactions on behalf of the Non-Terminal agency.
3. **Duties of Non-Terminal Agency:** Non-Terminal Agency will collect, receive, store, use and disseminate all information covered by the terms of this agreement in strict compliance with all present and future federal and state laws and regulations and with all rules, procedures and policies adopted by NSP as described in the CLEIN Operating Manual and other NCIC publications. The Non-Terminal Agency understands that the CLEIN system is to be utilized only for the administration of criminal justice.
4. **Suspension of Service:** NSP and/or the Terminal Agency reserves the right to immediately suspend furnishing information covered by the terms of this agreement to the Non-Terminal agency when any terms of this agreement or documents incorporated herein are violated or reasonably appear to have been violated. Terminal Agency must provide the Non-Terminal Agency and NSP with a verbal explanation as soon as possible and a written explanation within seventy-two hours of the reason(s) for suspension of service. NSP and Terminal Agency may resume furnishing such information upon receipt of satisfactory proof that violations did not occur or that such violations have been fully corrected or eliminated, notwithstanding any possible sanctions.
5. **Cancellation:** Either the NSP, Terminal Agency or Non-Terminal Agency may cancel this agreement upon thirty (30) days written notice to the other parties.
6. **Timeliness, Availability and Priority of Service:** Terminal Agency agrees that all system functions on behalf of the Non-Terminal agency will be handled in accordance with existing policies to ensure maximum system effectiveness.

7. **Non-Appropriation Clause:** It is understood by the parties hereto that Terminal Agency is obligated to provide services described in Section 2 above to the Non-Terminal agency only to the extent that public funds are made available to the Terminal Agency for that purpose. Terminal Agency shall incur no liability on account thereof beyond the funds made available for such purpose.

8. **Claims. Demands. Actions:** The Non-Terminal agency agrees to indemnify and save harmless the State of Nebraska, the NSP officials and employees, the Terminal Agency, City or County and its officials and employees from and against any and all claims, demands, actions, suits and proceedings by others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense and damages, resulting from and against any and all claims, demands, actions, suits and proceedings by others, or from any unauthorized use or involving any willful misconduct or negligence on the part of the Non-Terminal agency in the exercise or use of this agreement. In addition, if applicable, any tort claim of NSP or the Terminal Agency against the Non-Terminal Agency arising out of or in connection with this agreement may be brought by the NSP or the Terminal Agency under § 13-901 to 13-928, R.R.S., Neb. (Reissue 2012), the Political Subdivisions Tort Claims Act, together with subsequent amendments or revisions thereto as exist at the time such tort claim arises.

ACKNOWLEDGMENT

In witness whereof, the parties hereto have caused this agreement to be executed by the proper authorized officials. This agreement will become effective on _____.

Nebraska State Patrol

By: Thomas R. Prevo

Signature: Thomas R. Prevo

Title: CJIS Systems Officer

Address: P.O. Box 94907, Lincoln, Nebraska 68509

Date: _____

Terminal Agency

By: _____

Signature: _____

Title: _____

Address: _____

Date: _____

Non-Terminal Agency

By: _____

Signature: _____

Title: _____

Address: _____

Date: _____

6/2010