

LANCASTER COUNTY – SUPREME COURT -AGREEMENT

This Contract is entered into by and between the Nebraska Administrative Office of the Courts (hereinafter the “AOC”) and Lancaster County, Nebraska, on behalf of the Clerk of the District Court (hereinafter “County”).

The purpose of this Contract is to reimburse the county for computers and associated maintenance utilized by County employees in the Clerk of the District Court and other District Court offices in order to access and operate JUSTICE, a computer program that tracks and manages cases and accounts for Nebraska’s trial courts.

A. TERM & TERMINATION

1. TERM OF CONTRACT: This Contract shall be in effect from April 1, 2019 through March 31, 2021 unless otherwise amended or terminated as provided below.
2. TERMINATION: This Contract may be terminated (a) by either party upon thirty (30) days written notice to the other party at least thirty (30) days prior to the effective date of termination, or (b) by AOC in accordance with Article D Section 4 (Breach of Contract) and Article D Section 8 (Funding Availability).

B. PAYMENT

1. TOTAL PAYMENT: The AOC shall pay the County a total amount not to exceed \$34,197 (thirty-four thousand one hundred ninety-seven dollars) for the services specified herein.
2. PAYMENT STRUCTURE: County shall:
 - i) Be reimbursed for provision of the services outlined in Article C.
 - a) Reimbursement shall be for 35 computers and associated maintenance for the following:

Maintenance	\$24.43
Computer/Replacement	\$16.28
Total/Mo.	\$40.71 X 35 PC's = \$1,424.85
 - i) Quarterly, submit an itemized invoice requesting reimbursement payment to the AOC. Payment will be made upon the AOC’s receipt and approval of an itemized invoice.

C. SCOPE OF SERVICES

1. COUNTY SHALL:
 - i) Provide 35 computers and associated maintenance/replacements for use by County employees in the Clerk of the District Court and other District Court offices to access and operate JUSTICE. The County shall also be responsible for the maintenance and repair of such computers.
 - ii) Adhere to the uniform procedures related to JUSTICE promulgated by the AOC in manuals, training system help, or by JUSTICE Help Desk staff.
 - iii) Monitor information entered in JUSTICE to ensure it is consistent, accurate, and complete.

2. AOC SHALL:

- i) Reimburse County for the 35 computers and associated maintenance/replacement provided under this Contract.
- ii) Maintain and upgrade JUSTICE to correct operational problems, accommodate changes in Nebraska law and court rules, and/or to improve the usability or usefulness of the system.
- iii) Maintain a Help Desk that the Clerk of the District Court, or designated staff members, will call for assistance. The AOC may assign a JUSTICE Business Analyst to visit the County to resolve problems.

D. GENERAL PROVISIONS

1. ACCESS TO RECORDS: County agrees to maintain necessary records regarding all transactions for which funds received from this Contract have been expended and shall allow reasonable access to such records by duly authorized representatives of AOC up to three (3) years after the termination date of this Contract.
2. AMENDMENT. This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Contract shall be valid unless made in writing and signed by the parties.
3. ASSIGNMENT. County may not assign this Contract or any rights, interest, or obligations hereunder, by operation of law or otherwise without prior written consent of AOC.
4. BREACH OF CONTRACT. AOC may terminate this Contract, in whole or in part, if County fails to perform its obligations under this Contract in a timely and proper manner. AOC may, by providing written notice of default to County, allow County to cure a failure or breach of contract within a period of thirty (30) days or longer, at AOC's discretion. Allowing County time to cure a failure or breach of contract does not waive AOC's right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. AOC may, at its discretion, contract for any service(s) required to complete this Contract and hold County liable for any excess cost caused by County's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
5. CONFIDENTIALITY. Any and all information gathered in the performance of this Contract, either independently or through AOC, shall be held in the strictest confidence and shall be released to no one other than AOC without the prior written authorization of AOC. This provision shall survive termination of this Contract.
6. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Contract to laws, rules, regulations, guidelines, directives, and attachments/appendices which set forth standards, procedures, pricing, and/or information regarding services to be delivered to be followed by County in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.

7. DRUG-FREE WORKPLACE: County agrees to operate a drug-free workplace in accordance with the Drug-Free Workplace Policy of the Nebraska Supreme Court.
8. FORCE MAJEURE. Neither party shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
9. FUNDING AVAILABILITY. AOC may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, AOC may terminate the Contract with respect to those payments for which such funds are not appropriated. AOC shall give County written notice thirty (30) days prior to the effective date of any termination. County shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall County be paid for a loss of anticipated profit.
10. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws rules. County shall comply with all Nebraska statutory and regulatory law.
11. INDEPENDENT COUNTY. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
12. INVOICES. Invoices for payments submitted by County shall contain sufficient detail to support the payment requested. Any terms and conditions included in County's invoice shall be deemed to be solely for the convenience of the parties and shall not alter the terms of this Contract.
13. INTEGRATION. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the parties, written or oral.
14. WORK ELIGIBILITY STATUS. County agrees to comply with all local, State and Federal laws, regulations and rules related to employment and disabilities. County also agrees that similar compliance shall be required for all sub-contracts allowed under this Contract. Further, County agrees and shall use a federal immigration verification system, as defined by Neb. Rev. Stat. § 4-114(1)(a), to determine the work eligibility status of new employees physically performing services with the State of Nebraska, as required by Neb. Rev. Stat. §§ 4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time.

NOTICES: Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communication required by this Contract, unless otherwise specified herein, shall be sent to the following addresses:

FOR AOC:

Suzanne Eggert
Contracts & Grants Manager
Administrative Office of the Courts
PO Box 98910
Lincoln, NE 68509
402-471-4981
suzanne.eggert@nebraska.gov

FOR COUNTY:

Troy Hawk
Clerk of the District Court
Lancaster District Court
575 S. 10th St.
Lincoln, NE 68508
402-441-7328
thawk@lancaster.ne.gov

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with signatures.

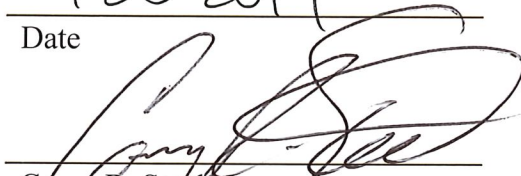
**ADMINISTRATIVE OFFICE
OF THE COURTS**



Jennifer Rasmussen
Deputy Administrator

1-23-2019

Date



Corey R. Steel
State Court Administrator

1-23-19

Date

COUNTY

Jennifer Brinkman
Chair

Date