

NEBRASKA STATE PATROL Network Access and Support AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Enter Agency name.

In this Agreement, the party who is contracting to receive services is Enter Agency name and shall be referred to as "The Agency". The party who will be providing the services shall be referred to as "The Nebraska State Patrol".

The Nebraska State Patrol facilitates the infrastructure, connectivity, and technical support to authorized public safety agencies for the Nebraska Automated Fingerprint Identification System (NAFIS).

The Agency desires to have access to The State of Nebraska Network for AFIS as defined by The Nebraska State Patrol and this agreement outlines the roles and responsibilities for the Agency's use of network and infrastructure services.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Nebraska State Patrol shall facilitate access to the NAFIS state network and problem resolution with vendors. The Nebraska State Patrol shall provide technical support, including troubleshooting, configuration assistance, and user management. Support will cover hardware, software, and network-related issues.

2. PAYMENT. The Agency will pay a yearly fee to The Nebraska State Patrol. This payment shall be equal and equivalent to the amount that The Nebraska State Patrol is billed by the State Office of the CIO for the use and maintenance of the network for NAFIS. The yearly fee will cover a period from July 1st to June 30th of the following year. Payment for the first year of yearly fees shall occur after the signing of this Agreement, and shall be paid by The Agency within 30 days of receipt of a bill, or notice for payment, from The Nebraska State Patrol. In each subsequent year of this Agreement, a bill, or notice for payment, will be sent by The Nebraska State Patrol either through written or electronic format. Such bills or notices shall be paid promptly within thirty days of receipt of the bill or notice for payment. Should The Nebraska State Patrol not be paid after two bills or notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Discontinuation of services does not absolve The Agency for past due bills or payments owed to The Nebraska State Patrol.

3. USE OF STATE NETWORK. The Agency may use the state network and allied systems for the purpose of transmitting fingerprints and fingerprint related data only. The Agency agrees to abide by all other signed agreements and any current CJIS Security Policy requirements, as well as all privacy laws and regulations, both state and federal.

4. SERVICES PROVIDED. The Nebraska State Patrol will provide remote support available 24/7. The Nebraska State Patrol will provide on-going technical support as needed. This support will occur either via telephone, e-mail, or remote support tool. If there is a problem that is determined to be the software product itself, The Nebraska State Patrol will contact the Vendor to resolve the issues. If the problem is network related, The Nebraska State Patrol will work with the State Office of the CIO and internet service providers to resolve the issue.

The Nebraska State Patrol will provide user management services. User management services include access management, ensuring appropriate provisioning and de-provisioning of accounts. Furthermore, the Nebraska State Patrol will monitor and adhere to CJIS security policy standards, which may require implementing system changes to maintain compliance.

The Nebraska State Patrol will provide guidance on technical requirements but will not be responsible for the procurement, contractual obligations, or direct implementation of internal network services. Support for third-party integrations, including but not limited to record management systems, will be limited to

providing interface specifications, defining technical requirements, troubleshooting, and facilitating any necessary network-related changes for the interface.

Additionally, The Nebraska State Patrol shall act as an intermediary with vendors, managing problem escalation and following up on issues until resolution. While The Nebraska State Patrol will facilitate and coordinate the establishment of network connectivity with the appropriate providers, it is not responsible for any associated costs, including installation, setup, maintenance, or service fees, which remain the sole responsibility of the Agency.

5. TERM/TERMINATION OR EXTENSION. This agreement supersedes any previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a three-year term. The parties mutually agree that a year is from July 1st to June 30th of the following year. The parties mutually agree that this agreement shall automatically renew for additional terms of one year each for a total maximum of five years. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the parties. Any revision becomes effective on the date of the last signature to the revision. Within 30 days after the termination of this Agreement, The Agency must certify in writing to The Nebraska State Patrol that said AFIS software and livescan is no longer in use by the Agency.

6. RELATIONSHIP OF PARTIES. Each party is responsible for the acts, omissions, errors, or negligence of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.

7. THIRD PARTY RIGHTS. This Agreement is not intended to confer or create any right or benefit for a third party.

8. DISCLAIMER OF WARRANTIES. The infrastructure provided is “as is” and “with all faults” without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

9. CONFIDENTIALITY. The Nebraska State Patrol represents, and The Agency agrees, that the software and infrastructure provided contains trade secrets of the state, which The Agency is under an obligation to protect, including without limitation: algorithms, methods, structure, and design elements. Such trade secrets are entrusted to The Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or “unlock” the licensed software provided by The Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division prior to the release of any information, that could be deemed to be confidential. under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division. The Agency further understands that The Nebraska State Patrol may share the data compiled through use of the software with other Local, State, or Federal agencies for reasons including but not limited to, meeting State or Federal legal requirements.

10. MODIFICATION OF LICENSED SOFTWARE. The Agency shall not modify, cause, or permit any other person to modify the licensed software.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. LIMITATION ON LIABILITY. In no event shall The Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if The Nebraska State Patrol is aware or has been advised of the possibility of such damages.

13. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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. The 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. The Agency certifies that its 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 based on race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment based on 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.

[Space left intentionally blank. Signatures on next page]

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

Party receiving services:

Enter Agency name

By: _____
Signature

Date: _____

Name and Title: _____

Party providing services:

The Nebraska State Patrol

By: _____
Bryan D. Waugh, Colonel
Superintendent of Public Safety

Date: _____