

**JOINT INFORMATION TECHNOLOGY INTERLOCAL AGREEMENT
BETWEEN THE STATE OF NEBRASKA,
OFFICE OF THE CHIEF INFORMATION OFFICER
AND THE CITY OF LINCOLN, NEBRASKA**

THIS INTERLOCAL AGREEMENT, is made and entered by and between the State of Nebraska, Office of the Chief Information Officer, hereinafter referred to as "OCIO," and the City of Lincoln, hereinafter referred to as the "City", collectively referred to herein as the "Participants."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq. (Reissue 2012), permits the State of Nebraska to cooperate with a unit of local government in the State on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Interlocal Cooperation Act provides further that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the City is duly organized and validly existing as a city of the primary class and a political subdivision of the State pursuant to Chapter 15, Reissue Revised Statutes of Nebraska, as amended, and its home rule charter; and

WHEREAS, the City's Information Services Division manages the collection and distribution of information and data resources of City departments and Lancaster County agencies; and

WHEREAS, Neb. Rev. Stat. §§ 81-1117 (h) and 81-1120.17 authorize the Information Management Services Administrator and the Director of Communications of the State to provide information management and communications services and technical assistance to any subdivisions of government and to enter into agreements for such services under the supervision and authority of the State Chief Information Officer ("State CIO"); and

WHEREAS, Lincoln Charter Art. II, §5 empowers the City to join with State agencies in the joint performance of any power or function, notwithstanding any existing provisions of the charter to the contrary; and

WHEREAS, the Participants have shared and exchanged information technology services and technical assistance in the past for their mutual benefit, and have determined that such cooperation has led to increased efficiency and economy of government; and

WHEREAS, the Participants desire to continue and to formalize their mutual cooperation and assistance and to provide a framework for increasing and expanding exchange of

information technology services and technical assistance between themselves; and

WHEREAS, the Participants have determined that to achieve the objectives set forth above, it is necessary, desirable, advisable and in the best interests of the Participants to enter into a joint undertaking pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq. (Reissue 2012) (the "Act").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I
JOINT UNDERTAKING PURSUANT TO
THE INTERLOCAL COOPERATION ACT

Pursuant to the Act, the Participants hereby enter into a joint undertaking that shall be referred to as the Joint Information Technology Interlocal ("JITI") Agreement, which shall not be a separate legal entity, but shall be jointly administered by the Participants' representatives on the JITI Administrative Board ("JITI Board" or "Board").

ARTICLE II
PURPOSES

The purposes of JITI are as follows:

- (a) To enable Participants to cooperate with each other on the basis of mutual advantage and to thereby undertake common and cooperative efforts for management and technical assistance in information technology services.
- (b) To formalize contractual terms under which each of the Participants may provide information technology services and technical assistance at its customary rates and charges, as they may be revised from time to time, on an ongoing basis to the other Participant.

ARTICLE III
ADMINISTRATIVE BOARD

Section 301. Governing Body. The JITI Board shall consist of the following representatives:

- 1. State CIO
- 2. Chief Information Officer of the City
- 3. Finance Director of the City

Section 302. Term of Office. Unless otherwise disqualified by the provisions of the Act, and except as provided herein or any amendment hereto, each representative shall serve for so long as such representative holds the position set forth in Section 301.

Section 303. Unanimous Voting Requirement. Any action by the Board allowed under this Agreement shall require a unanimous vote by all members.

Section 304. Treasurer's Bond. In the event that there is not a treasurer's bond that expressly insures JITI against loss resulting from the fraudulent, illegal, negligent, or otherwise wrongful or unauthorized acts or conduct by or on the part of any person authorized to sign checks, drafts, warrants, or other instruments in writing, there shall be procured and filed with the secretary-treasurer of JITI, together with written authorization, a surety bond, effective for protection against the loss, in such form and penal amount and with such corporate surety as shall be approved in writing by the signed endorsement thereon of any two officers of JITI other than the secretary-treasurer.

ARTICLE IV DURATION

The duration of this joint undertaking shall be perpetual, commencing on the date of execution of this Agreement and shall continue in effect until terminated as provided herein.

ARTICLE V POWERS

The JITI Board shall have such powers as are allowed by the Act and any amendments thereto, and power to make, amend, and repeal bylaws, rules, and regulations consistent with the Act and this Agreement in order to carry out and effectuate its powers and purposes.

ARTICLE VI FINANCING

Except for payment for information technology services rendered by the State CIO, which shall be compensated by City as provided in ARTICLE VII of this Agreement, any funding provided to JITI by Participants shall be at the discretion of the Lincoln City Council and the State CIO, as may be within each Participant's legal power to furnish, and the Participants may enter into further agreements for specific projects.

ARTICLE VII INFORMATION TECHNOLOGY SERVICES AND COMPENSATION

Section 701. State CIO agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment "A" upon request by

the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control. The City agrees to pay State CIO for the services set forth in Attachment "A" or revisions thereto, provided that any revisions shall be agreed upon by the Board. Services performed as provided in Attachment "A" shall be payable to State CIO upon receipt of monthly invoices and any supporting documentation acceptable to the City for the work completed, as evidenced by approval of the Chief Information Officer of City.

Section 702. City agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment "B" upon request by the State CIO. The State CIO agrees to compensate City for the services set forth in Attachment "B" or revisions thereto, provided that any revisions shall be agreed upon by the Board. Services performed as provided in Attachment "B" shall be payable to City upon receipt of monthly invoices and any supporting documentation acceptable to and approved by the State CIO for the work completed.

Section 703. Force Majeure. Except as may be otherwise specifically provided in this Agreement, neither Participant shall be in default under this Agreement if and to the extent that any failure or delay in such Participant's performance of one or more of its obligations hereunder is caused by an act of nature; fire; flood; fiber, cable, conduit or other material failures; shortages or unavailability or other delay in delivery not resulting from the responsible Participant's failure to timely place orders therefore; lack of or delay in transportation; war or civil disorder, or any other cause beyond the reasonable control of such Participant. In the event of such force majeure event, such Participant's performance of such obligation(s), shall be excused and extended for and during the period of any such delay. A Participant claiming relief under this Section shall promptly notify the other Participant in writing of the existence of the event upon which relief is sought and the cessation or termination of said event.

ARTICLE VIII EXPENSES

All expenses of JITI, including without limitation administrative costs, insurance, and professional fees shall be paid by the City.

ARTICLE IX TERMINATION

Section 901. Either Participant may terminate this Agreement upon six (6) months' advance written notice in the event of a change in statute or ordinance necessitating termination, or as the result of a budget appropriation that prevents that Participant from performing their obligations under this Agreement.

Section 902. Either Participant may terminate this Agreement for any reason upon twelve (12) months' advance written notice to the other Participant.

ARTICLE X
DISSOLUTION

Any property acquired jointly, shall, upon dissolution, be equitably distributed between the Participants based upon their respective financial contributions toward the purchase and maintenance of any such property. Any surplus or unusable jointly held property shall be disposed of pursuant to the rules or statutes applicable to the Participant making such disposition on behalf of the Participants. The proceeds of any sale or disposition of jointly held property shall be equitably distributed between the Participants based upon their respective financial contributions toward the purchase and maintenance of such property.

ARTICLE XI
MANNER OF ACQUIRING AND HOLDING PROPERTY

The Participants may jointly or separately lease, purchase or acquire by any means, from a Participant or from any other source, such real and personal property as is required for the operation of JITI and for carrying out the purposes hereof. JITI shall comply with established City or State bidding procedures, as applicable, or as agreed by Participants. The City shall perform the functions of the purchasing agent for purchases made under City procedures, and the State CIO will comply with State law in making any purchases pursuant to State bidding procedures.

ARTICLE XII
NON-DISCRIMINATION

In exercising its authority and carrying out its duties and functions JITI shall not discriminate against any employee, applicant for employment, contractor, potential contractor, or any individual or entity on the basis of race, religion, color, sex, national origin, disability, age marital status, or any other basis prohibited by law.

ARTICLE XIII
NO EMPLOYER-EMPLOYEE RELATIONSHIP CREATED

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of one Participant shall not be deemed to be employees of any other Participant. Each Participant shall be responsible to their respective employees for all salary and benefits. The employees of one Participant shall not be entitled to any salary, wages, or benefits from any other Participant, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each Participant shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

ARTICLE XIV
LICENSES OR AUTHORIZATIONS

Each Participant warrants and represents that all materials, processes, or other protected rights that it uses in performance of this Agreement have been duly licensed or authorized by the appropriate parties for such use.

ARTICLE XV
LIABILITY

City shall indemnify, defend, save and hold harmless the State CIO from all losses, claims, and damages arising out of the intentional, wrongful, and negligent acts and omissions of the City, and any agents, contractors or employees thereof, in the performance of the Agreement. Likewise, the State CIO shall indemnify, defend, save and hold harmless the City from all losses, claims, and damages arising out of the intentional, wrongful, and negligent acts and omissions of the State CIO, its agents, or employees in the performance of this Agreement.

ARTICLE XVI
CONFIDENTIAL INFORMATION

All data, documents, designs, drawings, specifications, and other information furnished under this Agreement and conspicuously marked as confidential (collectively referred to as "confidential information") by either Participant shall be received by the other Participant in confidence. Each Participant shall use its best efforts to preserve the value of such confidential information and maintain its confidentiality. This obligation of confidentiality shall not apply to any verbal communications unless they are promptly thereafter reduced to a written memorandum acknowledged by both Participants.

This obligation of confidentiality shall not apply to any information which is (1) in the public domain at the time of disclosure or thereafter becomes part of the public domain by publication or otherwise, other than by the receiving Participant; or (2) is in the receiving Participant's possession prior to the disclosure as shown by written record; or (3) after it has lawfully been obtained by the receiving Participant on a non-confidential basis from other sources; or (4) is required to be disclosed or otherwise made public by order of a court of competent jurisdiction, or in accordance with the provisions of Nebraska law governing the release of public records.

ARTICLE XVII
AMENDMENT

Section 1701. Attachments "A" and "B" may be revised from time to time as the JITI Board shall deem necessary and proper in its discretion.

Section 1702. This Agreement may be amended in writing, signed by all the Participants. Except for revisions to Attachments "A" and "B", any amendment hereto must be approved by the State CIO and by resolution of the City Council.

ARTICLE XVIII
SEVERABILITY

If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XIX
NEBRASKA LAW

The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

EXECUTED BY THE STATE OF NEBRASKA, OFFICE OF THE CHIEF INFORMATION OFFICER this 23rd day of December, 2014.


Brenda L. Decker
Chief Information Officer
State of Nebraska

EXECUTED BY THE CITY OF LINCOLN this _____ day of _____, 2014.

By: _____
Chris Beutler, Mayor of Lincoln

APPROVED AS TO FORM this
30th day of December, 2014

Don W. Tante
Asst. City Attorney

Joint Information Technology Interlocal

Attachment A

(Information Technology Services Sold By the OCIO to the City)

Pursuant to Section VII, Section 701 of the Joint Information Technology Interlocal (JITI) and effective as of the date affixed to this document, the following is a list of services being delivered to the City by the OCIO:

- Mainframe Computing Services (MCS) - MVS Enterprise Server
- MCS – MVS-DB2 CPU
- MCS - MVS Enterprise ZIIP Processor
- MCS - Job Schedule Support Service
- MCS - MVS Disk Storage
- MCS - Tape Storage
- MCS - Output Manager Service
- MCS - MVS CICS
- MCS - MVS CICS Test
- MCS - CICS Production Transactions
- MCS - CICS Test Transactions
- Open Systems - State VPN Connection
- Email Services - Sharepoint External Access
- Enterprise Content Management (ECM) - User Fee
- ECM - Storage (Production)
- ECM - Storage (Test)
- ECM - Data Backup
- ECM - Contractual Services

Information about current pricing of these services can be found at:

<http://www.cio.nebraska.gov/sla/index.html>

Signed on _____ by the Members of the JITI Board:
(Date)



(Finance Director, City of Lincoln)



(Chief Information Officer, State of Nebraska)



(Chief Information Officer, City of Lincoln)

Joint Information Technology Interlocal

Attachment B

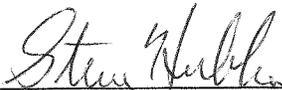
(Information Technology Services Sold By the City to the OCIO)

Pursuant to Section VII, Section 702 of the Joint Information Technology Interlocal (JITI) and effective as of the date affixed to this document, the following is a list of services being delivered to the OCIO by the City:

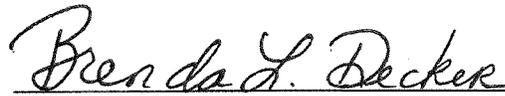
- Systems Development
- Help Desk Support
- Database Administration
- Storage
- Network Access

Information about current pricing of these services can be found at:
<http://lincoln.ne.gov/city/finance/is/BillingRates.pdf>

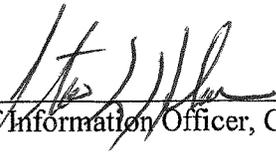
Signed on _____ by the Members of the JITI Board:
(Date)



(Finance Director, City of Lincoln)



(Chief Information Officer, State of Nebraska)



(Chief Information Officer, City of Lincoln)