RESOLUTION APPROVING NON-DISCLOSURE AND BACKGROUND CHECK FORMS FOR COST ESTIMATES TO REPLACE MOTOROLA'S INFOTRAK LAW RECORDS MANAGEMENT SYSTEM SOFTWARE AND AUTHORIZING THE SARPY COUNTY PUBLIC SAFETY I.T. MANAGER TO SIGN THE NON-DISCLOSURE AGREEMENT FORMS

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County utilizes Motorola’s Infotrac Law Records Management System (“LRMS”) to electronically manage public safety records for law enforcement agencies located in Sarpy County, Nebraska, which includes the recording, indexing and tracking of criminal and non-criminal related incidents. The LRMS software will no longer be supported or updated after August 2018, thereby putting the data stored in the LRMS (“LRMS data”) at risk to be compromised by loss of data or breach of the system; and,

WHEREAS, the LRMS data is comprised of sensitive, proprietary and confidential information belonging to the County; and,

WHEREAS, the Sarpy County Public Safety I.T. Manager is in need of cost estimates to determine the best course of action to replace the LRMS software, and has specialized knowledge regarding the needs of the County as it relates to the LRMS; and,

WHEREAS, certain companies or entities may require having access to the County’s current LRMS data in order to estimate pricing for this potential, prospective work to replace the LRMS software and transfer the LRMS data to a new software system; and,

WHEREAS, it is in the best interests of the citizens of Sarpy County to authorize the use of non-disclosure agreement forms and background check forms, copies of which are attached hereto, for the limited purpose of acquiring LRMS software replacement cost estimates.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the use of the non-disclosure agreement forms and background check forms, copies of which are attached hereto, for the limited purpose of acquiring LRMS software replacement cost estimates.

BE IT FURTHER RESOLVED THAT the Sarpy County Public Safety I.T. Manager is hereby authorized to sign said non-disclosure agreement forms, a copy of which is attached hereto, on behalf of this Board.
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 13th day of February, 2018.

Attest

SEAL

[Signed]
Sarpy County Board Chairman

[Signed]
County Clerk
This Agreement is made and entered into as of the last date signed below (“effective date”) by and between (company name) ________________________________ (“Company”), an (place of residency and entity type) ________________________________, located at (address) __________________________________________, and Sarpy County (“County”), a political subdivision of the State of Nebraska, located at 1210 Golden Gate Drive, Papillion, Nebraska 68046.

WHEREAS, the County utilizes Motorola’s Infotrac Law Records Management System (“LRMS”) to electronically manage public safety records for law enforcement agencies located in Sarpy County, Nebraska, which includes the recording, indexing and tracking of criminal and non-criminal related incidents. The LRMS software will no longer be supported or updated after August 2018, thereby putting the data stored in the LRMS (“LRMS data”) at risk to be compromised by loss of data or breach of the system; and

WHEREAS, the Company requests to have a copy of the County’s current LRMS data, to estimate pricing for potential, prospective work to replace the LRMS software and transfer the LRMS data to a new software system (later referred to as “prospective work”), and further asserts that there is no other reasonable means by which the Company may provide an estimate for said pricing; and

WHEREAS, due to the sensitive, confidential and proprietary nature of the data contained in the LRMS, the parties agree that time is of the essence to have this prospective work promptly and accurately priced; and

WHEREAS, the Company and the County agree that it is in the best interest of both parties, and in the best interest of the public’s health, safety and welfare, to enter into a Non-Disclosure Agreement in order to safeguard sensitive, proprietary and confidential information (“Confidential Information”) belonging to the County, which may be shared with the Company for purposes of calculating the aforementioned pricing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto and evidenced by their signatures below, the Company and the County agree as follows:

1. Confidential Information shall include all LRMS data, including but not limited to, user ID numbers, passwords, system ID’s, agency personnel names, assignments and functions; locations where work is performed, photographs of individuals, social security numbers, driver license numbers, private telephone numbers and addresses, dates of birth, private email addresses, records of any financial or credit institutions including any records of deposits, withdrawals, and balances of any checking and savings accounts and loans and their respective account numbers, information regarding minor children,
employment records, any information that may be kept confidential pursuant to Neb. Rev. Stat. § 84-712.05 of the Nebraska Public Records law, and any other information or record that must be kept confidential as required by law.

2. The Company shall assume that all information identified as “Confidential Information” in Paragraph 1, above, is indeed, sensitive, proprietary and confidential. In the event that information, which is not otherwise identified in Paragraph 1, is shared with the Company, that information should be treated as sensitive, proprietary and confidential within the scope of this Agreement.

3. With respect to the use of the County’s Confidential Information, the Company shall:
   a. Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information;
   b. Advise its Representatives of the sensitive, confidential, and proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations of this Agreement;
   c. Keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
   d. Not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

4. In addition to the terms of use set forth in Paragraph 3 above, the Company agrees that any Representative that may have access to the Confidential Information shall undergo a criminal history records check for the limited purpose of determining whether the Representative is subject to any active criminal warrants, has been convicted of a felony, or has been convicted of a crime of dishonesty or making a false statement. The Company shall deny such Representative access to the LRMS data if he or she is subject to any active criminal warrants, has been convicted of a felony, or has been convicted of a crime of dishonesty or making a false statement, unless otherwise authorized by the County in writing. The Company and its Representatives further waive any claims, and release the County from, any liability related to this limited criminal history records check.

5. Notwithstanding the above, the Company and the County agree that information shall not be deemed Confidential Information and the Company and its Representatives shall not have an obligation to hold in confidence such information, where such information:
   a. Is or becomes publicly known through no wrongful act of the Company;
b. Is independently developed by the Company without reference to any Confidential Information disclosed hereunder; and/or
c. Is disclosed pursuant to the lawful requirement of a court or governmental agency, or as otherwise required by law.

6. The Company and the County agree that the County will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement. The County shall be entitled to obtain all remedies available at law or at equity, including injunctive relief, against a threatened breach or continuation of any such breach of this Agreement, and, in the event of such breach, an award of damages from a court of competent jurisdiction.

7. The Company shall honor any request from the County to promptly return or destroy Confidential Information and any notes or ancillary documents related thereto. Furthermore, the Company shall permanently destroy or return any and all Confidential Information of the County, which was provided or disclosed for the purposes of this Agreement, on or before the last day of the term of this Agreement as set forth in Paragraph 13 below.

8. Nothing in this Agreement shall be construed to constitute an employment, agency, partnership, joint venture or any other similar relationship between the Company and the County.

9. This Agreement shall be binding upon the Company and its Representatives, as well as any controlling parent company, subsidiary or affiliate.

10. The Company and the County acknowledge that the official or Representative whose name is subscribed below has the express authority to execute this Agreement.

11. This Agreement shall be governed by the laws of the State of Nebraska, without regard to its conflict of laws principles. The Company and its Representatives expressly consent to the personal jurisdiction of the state and federal courts in Nebraska for any litigation arising from or related to this Agreement. It is understood and agreed by the County and the Company hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and the Company shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

12. This Agreement contains the entire agreement between the Company and the County and in no way creates an obligation for either to disclose information to the other or to enter into any other agreement.
13. The term of this Agreement shall be the period commencing with the effective date of this Agreement and ending ninety (90) days after the effective date. Notwithstanding the foregoing, the Company’s duty to hold in confidence the Confidential Information that was disclosed by the County during the term of this Agreement shall remain in effect indefinitely.

IN WITNESS WHEREOF:

SARPY COUNTY

_____________________________
Signature

_____________________________
Printed name

_____________________________
Title

_____________________________
Date

COMPANY

_____________________________
Signature

_____________________________
Printed name

_____________________________
Title

_____________________________
Date
SARPY COUNTY BACKGROUND CHECK CONSENT FORM

PLEASE PRINT CLEARLY

Print Full Name:
Last: ___________________________ First: ___________________________ Middle: ____________

Other Names Used (Include Maiden): ________________________________________________

Social Security Number: ___________________________ Date of Birth: ___________________________

Current Address: 
Street: __________________________________ Apt #: __________________________

City, State, Zip: ____________________________

Previous Address: (If current address has changed within past 5 years)
Street: __________________________________ Apt #: __________________________

City, State, Zip: ____________________________

Company Name (if prospective contractor/vendor employee): ____________________________

Company Address: 
Street: __________________________________ Apt #: __________________________

City, State, Zip: ____________________________

Phone Number:
Home: ___________________________ Work: ___________________________ Cell: ___________________________

Additional Comments:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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The purpose of this background check is to determine my eligibility to access Sarpy County’s current data (“LRMS data”) stored in Motorola’s Infotrack Law Records Management System (“LRMS”), in order for my company to estimate pricing for potential, prospective work to replace the LRMS software and transfer the LRMS data to a new software system.

By signing this form, I hereby authorize Sarpy County to conduct a criminal history records check for the purpose of accessing and reviewing the Nebraska and FBI national criminal history records that may pertain to me.

Because of the sensitive, confidential and proprietary nature of the LRMS data, I understand that I may be denied access to the LRMS data if I have any active criminal warrants, have been convicted of a felony, or have been convicted of a crime of dishonesty or making a false statement.

I understand that, upon written request, Sarpy County will provide me a copy of my criminal history background report, if any, and that I am entitled to challenge the accuracy and completeness of any information contained in such report. I understand that information on how to challenge my federal report, if any, may be found at www.FBI.gov. I understand that I may challenge my Nebraska state record, if any, by contacting the Nebraska State Patrol – Criminal Identification Division. I further understand that I may obtain a prompt determination as to the validity of my challenge before a final decision is made about my ability to access the LRMS data.

I understand that failure to provide all or part of the information requested on by this form may result in my disqualification from having access to the LRMS data for the purposes described above.

Signature (Full Name)______________________________

Today’s Date:______________________________
February 9, 2018

Re: February 13, 2018 Resolution Approving Non-Disclosure and Background Check Forms for Cost Estimates to Replace Motorola’s Infotrak Law Records Management System Software and Authorizing the Sarpy County Public Safety I.T. Manager to Sign the Non-Disclosure Agreement Forms

Dear Commissioners:

The Sarpy County Public Safety I.T. Manager is in the process of determining the best course of action to replace the records management system software that Sarpy County law enforcement agencies use, which is Motorola’s Infotrak Law Records Management System (“LRMS”). This LRMS software will no longer be supported or updated after August 2018, so time is of the essence. Part of that process involves getting cost estimates from third party software companies or entities, in order to determine whether transferring the data to new software is financially viable. It is my understanding that these third party companies/entities need access to the County’s LRMS data in order to come up with cost estimate figures.

However, the LRMS data contains sensitive, confidential and proprietary information. As such, it is advisable that the County require any third parties, who need access to the data, to enter into non-disclosure agreements and submit to limited criminal background checks, to ensure that the data will be in safe hands and be adequately protected. Because there may be more than one third party consulted for cost estimate purposes, this resolution provides for the use of fillable non-disclosure and background check forms. In the interest of efficiency, this resolution also authorizes the Sarpy County Public Safety I.T. Manager to sign off on the non-disclosure agreements, for this limited purpose.

If you have any questions about this matter, please feel free to contact me.

Sincerely,

Katharine L. Gatewood
Deputy Sarpy County Attorney