

NORTH CAROLINA
WAKE COUNTY

849

LICENSING AGREEMENT
Law Enforcement

This Agreement is made and entered into by and between – Nags Head Police Department hereinafter referred to as “AGENCY” and the North Carolina Administrative Office of the Courts (AOC) to provide access to data in AOC information systems.

I. PERFORMANCE

A. AGENCY AGREES THAT IT SHALL

- (1) Adhere to all applicable provisions of the “Policy for Access to AOC Information Systems,” incorporated herein by reference.
- (2) Adhere to the AOC Information Protection Policy as specified within the “Policy for Access to AOC Information Systems” and consult with designated AOC personnel regarding any issues related to these policies and procedures.
- (3) Observe all applicable federal and state laws and administrative rules for the use and protection of data provided under this Agreement.
- (4) Ensure that data accessed from the AOC shall be for official use by authorized AGENCY officials, employees, agents, contractors and subcontractors (collectively, “users”) only. The AGENCY assumes full responsibility for the actions of its users.
- (5) Provide in writing to the AOC the names of primary and secondary points-of-contact. These will be the only AGENCY personnel allowed to contact the AOC help desk under this Agreement. Initial points-of-contact must be provided in this Agreement. Subsequent changes to the points-of-contact may be communicated to the Chief Information Officer (CIO) of the AOC or his designee, as provided in “Correspondence and Notices,” below.
- (6) Use approved AOC “Security Approval” form to request access for each user. AOC Security personnel may accept access requests in other formats on a case-by-case basis, but any such acceptance of a different request format shall not constitute waiver of this provision for subsequent requests. The AOC “Security Approval” form or its equivalent must be signed by the individual user for whom access is requested, and by:
 - (a) the signatory authority to this Agreement; or
 - (b) their designee, named in writing as an addendum to this Agreement; or
 - (c) the primary or secondary points-of-contact as described above.
- (7) Access requests accepted by the AOC in a format other than the AOC “Security Approval” form must be accompanied by an acknowledgement and acceptance of AOC’s security policies and procedures, signed by each user for whom access is requested.
- (8) Notify AOC within 8 hours of termination of employment of authorized AGENCY personnel so that AOC can terminate their access rights.

B. AOC AGREES THAT IT SHALL

- (1) Allow AGENCY access to data and/or applications appropriate to AGENCY’s status as a government entity, as defined in the “Policy for Access to AOC Information Systems”.
- (2) Provide written user instructions for access to AOC data, as specified in the “Policy for Access to AOC Information Systems”.

II. REIMBURSEMENT

- A. AGENCY Connection Fee. This fee is waived.
- B. User-id Setup Fee
 - 1. For inquiry access. This fee is waived. AOC reserves the right to limit the number of user-ids.
 - 2. For update access. This fee is waived if the requested access is to provide data entry into AOC systems.
- C. On-going Connectivity Charge. There is no charge for ongoing connectivity. AOC reserves the right to charge for on-going connectivity in the future.
- D. Transaction Charge. There is no transaction charge for government use. The AOC reserves the right to charge a transaction fee in the future.
- E. Equipment and Software
 - 1. Workstations. The AGENCY agrees to be responsible for providing and maintaining the client workstations.
 - 2. Software Licenses. If software licenses are required, AGENCY is responsible for the cost of the software license and software maintenance fees.
 - 3. Installation and Support. There will be a charge for service for each on-site visit by AOC technical support staff at the ITS rate (see www.its.state.nc.us). If the AOC uses external contract staff, their actual contract rate will be charged. Travel and subsistence will also be charged at the State per diem for AOC staff's time, and at the contract rate for any external contract staff's time.
 - 4. Firewall. If a firewall is required, the requesting agency is responsible for the equipment and software cost of the firewall. The AOC will install the firewall and ~~maintain ownership, security and control of the firewall~~. If maintenance of the firewall is required, there will be a charge for service by AOC technical support staff at the standard rate for technical support by the North Carolina Office of Information Technology Services (ITS) (see www.its.state.nc.us). If the AOC uses external contract staff, their actual contract rate will be charged. Travel and subsistence will also be charged at the State per diem for AOC staff's time, and at the contract rate for any external contract staff's time.

III. MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written agreement between the parties unless otherwise provided in this Agreement or in the "Policy for Access to AOC Information Systems".
- B. Any change in the specific scope and/or terms of the performances of the parties hereto without prior written approval will constitute grounds for the termination of this Agreement.
- C. Either party may, with or without cause, terminate this Agreement by giving a thirty (30) day written notice of its intent to do so.

IV. LIMITS OF THIS AGREEMENT

- A. The AOC specifically reserves the right, at its sole discretion, to alter operating hours, computer programs, or network services, including application screen and/or display changes, at any time and without prior notice.

- B. The AOC provides no warranties, express or implied, that the information or data accessed is accurate, correct or complete.
- C. The AOC provides no other warranties of any kind or nature, express or implied, in connection with this service.
- D. The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the AOC.
- E. The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the AGENCY'S responsibility to verify information or data obtained through this Agreement with the official information reposing at the court of record.

V. ENTIRE AGREEMENT

This document sets forth the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements.

VI. SEVERABILITY

If any term or condition of this "Licensing Agreement" or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this "License Agreement" are declared severable.

VII. BINDING EFFECT

This Agreement shall be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and representatives.

VIII. CORRESPONDENCE AND NOTICES

Any correspondence or notice required or permitted under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail.

Mail to the AGENCY must be sent to:

Ms. Lisa Ward
Nags Head Police Department
5401 S. Croatan Hwy
Nags Head, NC 27957

Mail to the AOC must be sent to:

Cliff Layman, Chief Information Officer
North Carolina Administrative Office of the Courts
Technology Services Division
PO Box 2448
Raleigh, North Carolina 27602

Or to such other address as each party has notified the other in writing.

IX. AGENCY POINTS-OF-CONTACT

The primary and secondary points-of-contact for AGENCY are:

	Primary Contact	Secondary Contact
Name	LISA R. WARD	GREG SOUTH
Title	OFFICE/SYSTEMS MANAGER	INVESTIGATOR
Address Line 1	P.O. BOX 99	P.O. BOX 99
Address Line 2		
City, State and Zip	NAGS HEAD, NC 27959	NAGS HEAD, NC 27959
Phone (Voice)	(252) 441-6386 X249	(252) 441-6386 X310
Phone (Fax)	(252) 441-7335	(252) 441-7335
E-mail Address	WARD@TOWNOFNAGSHEAD.NET	SOUTH@TOWNOFNAGSHEAD.NET

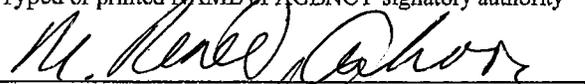
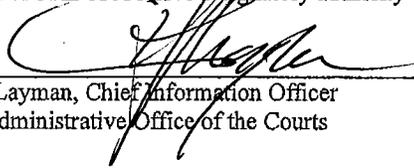
Check here if a list of additional personnel authorized to request access for AGENCY personnel is attached to this Agreement.

X. AGENCY SUBDIVISIONS

Unless specified in this section, this Agreement shall apply to any of AGENCY's subdivisions, departments, and subordinate agencies.

XI. SIGNATURES:

Note: The undersigned hereby states that he or she has the legal authority to bind AGENCY contractually, is an appropriate signatory authority as defined in the "Policy for Access to AOC Information Systems," and agrees to all of the terms of this Agreement and those incorporated by reference. Documentation of this authority must be provided with this Agreement. Agreements signed by individuals lacking signatory authority will be rejected.

M. Renée Cahoon
 Typed or printed NAME of AGENCY signatory authority

 SIGNATURE of AGENCY signatory authority

 Cliff Layman, Chief Information Officer
 NC Administrative Office of the Courts

Mayor
 TITLE of AGENCY signatory authority
 8-19-09
 Date
 9/15/09
 Date

