

**NEBRASKA STATE RECORDS BOARD
MEETING: August 29, 1997**

Nebraska State Capitol
Room 1507
Lincoln, NE
August 29, 1997
9:00 A.M.

SCOTT MOORE
SECRETARY OF STATE

SUITE 2300 CAPITOL BUILDING
LINCOLN NEBRASKA 68509-4608
PHONE (402) 471-2554
FAX (402) 471-3237
sosadmin@sos.state.ne.us



STATE OF NEBRASKA
NEBRASKA STATE RECORDS BOARD
AGENDA
1507 STATE CAPITOL
AUGUST 29, 1997 - 9:00 A.M.

1. Call to Order, Roll Call
- ② Adoption of minutes from August 6th meeting
3. Public testimony
4. Transition provisions of the current network manager contract
5. Review, amendment and possible adoption of RFP for network manager services
 - a. Review Comments from Board members and the Tech. Advisory Committee
 - b. Adopt a timeframe for the bid process
6. Proposed Duties of the Technical Advisory Committee
7. Miscellaneous Matters
8. Schedule Next Meeting
9. Adjournment

STATE RECORDS BOARD

MINUTES

Meeting of August 6, 1997

The meeting was called to order by Chairman Scott Moore at 9:37 A.M. on August 6, 1997, in Room 1507 of the State Capitol, Lincoln, Nebraska.

The following Board members were present:

Scott Moore, Chairman;
William Miller, representing the Director of Administrative Services;
Don Dunlap, representing the Auditor of Public Account;
Jeff Funk;
Craig Schroeder, via video conference from North Platte;
Donald Stenberg;
John Dale;
David Heineman;
Yvonne Norton Leung, representing the Governor.

Not present were:

Mark Sutko;
Jeanne Raznick;
Terry Harder.

The minutes of the meeting of July 24, 1997, were considered. Ms. Raznick arrived at the meeting. Mr. Stenberg moved that the minutes be approved as circulated; motion seconded by Mr. Heineman.

Voting For:	Norton Leung	Stenberg	Dunlap	Heineman
	Miller	Schroeder	Dale	Funk
	Raznick	Moore		

Voting Against: None

Absent: Sutko Harder

The motion carried.

Greg Lemon, Deputy Secretary of State, presented financial projections for the Records Management Cash Fund. The third line in the revenue section represents the 2% of gross revenues per the contract with Nebrask@ Interactive.

Sam Somerhalder presented a realtime demonstration of some of the services and capabilities of the existing Nebrask@ Online network.

The chairman opened public testimony regarding what people want from the network provider. Mr. Somerhalder distributed a list of potential future applications for Nebrask@ Online. Lauren Riedesel of the Beatrice Public Library and representing the Public Resource Library Group, asked the board to

remember that libraries are interested in all categories of information that is available on Nebrask@ Online. Libraries provide basic training and interest new users in the network.

The board recessed and reconvened at 11:15AM.

Discussion of the current contract with Nebrask@ Interactive was opened. Mr. Stenberg presented the Attorney General's opinion that the state does have the option of extending the current contract up to one year. Dale Comer, Assistant Attorney General, commented on the opinion and answered questions for the board. Mr. Somerhalder joined in this discussion. Following the discussion, Mr. Heineman moved that the State Records Board authorize the Attorney General to meet with the Nebrask@ Interactive lawyers to resolve the question of what transition is available under the current contract; motion seconded by Ms. Norton Leung.

Voting For:	Norton Leung	Stenberg	Dunlap	Heineman
	Miller	Schroeder	Dale	Funk
	Raznick	Moore		

Voting Against: None

Absent: Sutko Harder

The motion carried.

The board then considered the creation of the Technical Advisory Committee. Potential nominees were: Dick Brown, from the Legislative Council; Jim Ohmberger, from the Department of Administrative Services; and John Cariotto, Rich Kern, and Keith Dey from state agencies providing public records. After discussion, Mr. Miller moved that Mr. Brown, Mr. Ohmberger, and Mr. Dey be appointed to the Technical Advisory Committee per statute, and that Mr. Cariotto and Mr. Kern be appointed as ex officio members of the committee; motion seconded by Mr. Schroeder.

Voting For:	Norton Leung	Stenberg	Dunlap	Heineman
	Miller	Schroeder	Dale	Funk
	Raznick	Moore		

Voting Against: None

Absent: Sutko Harder

The motion carried.

Mr. Stenberg requested that the board develop a charge for the Technical Advisory Committee to assist it in carrying out its responsibilities. The chairman indicated that the Secretary of State's office would draft this charge and present it to the board at the next meeting.

Mr. Miller presented a draft request for proposals (RFP) for a new contract for a network provider. After discussion, the board determined that the Technical Advisory Committee and individual board members would review this draft and forward written comments to Mr. Miller by August 22, 1997. Mr. Miller will incorporate these comments into a second draft RFP and distribute it to the board on

August 25, 1997. The second draft RFP will be considered by the board at its next meeting on August 29, 1997.

The chairman announced that the next meeting of the board would be at 9:00AM, August 29, 1997.

No further matters appeared for discussion.

Ms. Norton Leung moved that the meeting be adjourned; motion seconded by Mr. Funk.

Voting For:	Norton Leung	Stenberg	Dunlap	Heineman
	Miller	Schroeder	Dale	Funk
	Raznick	Moore		

Voting Against: None

Absent: Sutko Harder

The motion carried.

The chairman declared the meeting adjourned at 12:45PM.



Scott Moore
Chairman
State Records Board

Testimony before the State Records Board
Friday, August 29, 1997

Mr. Chairman, members of the State Record Board, my name is James A. Mastera, Executive Vice President, with Cornhusker Bank, Lincoln, and I appear before you today on behalf of Cornhusker Bank and the Nebraska Bankers Association to offer my comments on Nebrask@ Online, from a bankers perspective. In my comments, I would like to focus on the benefits of the existing network and briefly discuss our thoughts regarding new services which could be provided by the network to the benefit of the banking industry and other users of the system.

Cornhusker Bank extensively utilizes Nebrask@ Online and derives a great number of benefits from the network. Nebrask@ Online provides us with "one-stop shopping" for many of our information needs, including the following:

1. UCC/EFS filings, which also provide us with access to statutory liens (including state and federal tax liens) and filings pursuant to the Federal Food Security Act.
2. Access to corporate and business entity records. This information allows us to confirm that a corporation is in good standing and that their tax payments are current and allows us to directly order letters of good standing from the Secretary of State for retention in our files.
3. Drivers license records. The insurance arm of our organization utilizes information from driver license records so that we can immediately assess the risk factor before quoting auto insurance rates to prospective policy holders.

4. We are able to obtain financial institution tax forms (with instructions) from the Department of Revenue.

5. We obtain other miscellaneous information including access to market quote services, (both national and local) information provided by the Nebraska Bankers Association and Nebraska Department of Banking and Finance, Agricultural statistics, and commodity and livestock prices (both nationally and locally).

Direct electronic access to these records has greatly enhanced the efficiency of our organization and significantly reduced costs to the bank and its customers. Prior to development of the network, we either encountered the delays associated with having to order information and await delivery by mail or send bank employees to physically retrieve the desired information.

While we are very pleased with the current operation of the network, we would like to see an expansion of the types of information which may be accessed. In this regard, it would be most helpful and beneficial to financial institutions if, when requesting UCC/EFS information, we could also request detailed information regarding pledged collateral, in addition to the general categories (such as equipment, furnishings, etc.) used on the lien search currently provided by the network.

It is my understanding that the legislature is considering a bill which would establish a central filing system which may assist in this effort.

It would also be beneficial for financial institutions and our customers to be able to conduct UCC/EFS filings on-line from a terminal (PC) in their office rather than in paper form. If the

network was able to provide this type of service, a great deal of time could be saved making our filing process much more efficient and eliminating a great deal of unnecessary paperwork.

Yet another service which could be considered for expanding the network would involve access to Department of Motor Vehicle records to conduct title/lien searches and to obtain information regarding vehicle registrations and drivers license renewals.

There are no doubt many other services which would benefit non-bank users of the network, however, we are pleased with the current service and range of services provided by the existing network. Electronic access to records allows our organization to conduct our daily business in a less costly and more efficient manner and continuation and expansion of the network should be encouraged. I thank you for the opportunity to make these brief comments on Nebrask@ Online



STATE OF NEBRASKA


Office of the Attorney General

2115 STATE CAPITOL BUILDING
LINCOLN, NEBRASKA 68509-8920
(402) 471-2882

DON STENBERG
ATTORNEY GENERAL

M E M O R A N D U M

TO: State Records Board Members

FROM: Don Stenberg, Attorney General 

DATE: August 15, 1997

RE: Continuation of Operation During Transition Period

At the request of the Board, I met on August 14, 1997 with representatives of Nebrask@ Interactive, Inc. Enclosed is a proposed resolution of the transition issue. Under this proposed Memorandum of Understanding, a successful new bidder would have approximately six months after being selected in which to have a system operational.

If you have strong objections to the proposal, please provide me your written comments by August 22, 1997 so that I can discuss your concerns with representatives of Nebrask@ Interactive prior to the Board's August 29, 1997 meeting and attempt to resolve any remaining issues. Thank you.

DS:bs

cc: Sam Somerhalder
William Mueller

PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NEBRASKA STATE RECORDS BOARD
AND
NEBRASKA@ INTERACTIVE, INC.

1. Pursuant to paragraph 27 of the Contract for Network Manager Services, Nebrask@ Interactive, Inc. (NII) will continue to act as the Network Manager for Nebrask@ Online for a transition period of three months, from February 1, 1998 through April 30, 1998, plus a 1-1/2 month phase out period (to allow for the collection/payment and servicing activity billed for the month of April) should someone other than NII win the bid for a new contract. The Nebraska State Records Board (NSRB) will give notice to NII prior to the RFP being issued, as to whether it wishes to have NII provide services during this transition period.

2. NII shall receive compensation provided under the current Network Manager contract for the transition period plus, for the phase out period, 1-1/2 months of operating expense, and telecommunications costs based on the average of those expenses and costs for the period from February 1, 1998 through April 30, 1998. (The 1-1/2 month payment to be paid May 31, 1998.)

3. All bidders will be advised that NSRB and NII have reached an agreement on the length of a transition period which will enable all potential bidders to provide the services of the Network Manager and such transition period shall be disclosed in the Request for Proposal issued by the NSRB.



P.O. BOX 430
KEARNEY, NEBRASKA 68648-0430
(308) 234-2424

Mark A. Sutko
President

August 19, 1997

Don Stenberg, Attorney General
Office of the Attorney General
2115 Capitol Building
Lincoln, NE 68509-8920

Dear Don:

I have reviewed the "proposed Memorandum of Understanding" between the Nebraska State Records Board and Nebrask@ Interactive, Inc. and see NO strong objections to the proposal.

Keep up the good work.

Respectfully,

Mark A. Sutko
President

MAS/nch

STATE OF NEBRASKA



E. Benjamin Nelson
Governor

DEPARTMENT OF ADMINISTRATIVE SERVICES
Lawrence S. Primeau
Director

August 22, 1997

The Honorable Mr. Scott Moore
Secretary of State
State of Nebraska
Suite 2300, Capitol Building
Lincoln, NE 68509-4608

Dear Mr. Moore:

Attached are the suggested revisions to the Draft Request for Proposal for the Nebraska Online Network Manager. The suggested changes were developed from input from some members of the State Records Board and the Technical Advisory Committee. These suggested changes are to be discussed at the meeting of the State Records Board on August 29, 1997. Please contact me at 402/471-3718 if you have any questions regarding this letter. Thank you.

Sincerely,

William M. Miller

Director

Division of Communications

1 - Attachment

WMM/vm

Division of Communications • William M. Miller, Director
Executive Building • 521 South 14th Street • Suite 300 • Lincoln, Nebraska 68508-2707 • Phone (402) 473-2761

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NEBRASKA STATE RECORDS BOARD - AUGUST 25, 1997
SUGGESTED CHANGES TO THE DRAFT REQUEST FOR PROPOSAL FOR THE
NEBRASKA ONLINE NETWORK MANAGER

<u>Change Number</u>	<u>Suggested Change</u>
1.	Page 6, Section 1.0, 1 st sentence - Change the wording from "operate and manage" to " <u>design, install, operate and manage</u> " or change the wording from "operate and manage" to " <u>develop, operate and manage</u> ".
②	Page 6, Section 1.0, 1 st paragraph, last sentence - Length of contract to be 5 years + 1 year + 1 year options.
3.	Page 6, Section 1.1 - Add language that reflects LB590 or statutory provisions governing the State Records Board and its relationship to the Network Manager.
4.	Page 10, Section 2.1, 1 st paragraph, 1 st sentence - Reflect change as proposed above in change number 1 to reflect the " <u>design-install-develop</u> " language.
5.	Page 10, Section 2.1, 1 st paragraph, 3 rd sentence - Change the word from "will" to " <u>may</u> ".
6.	Page 10, Section 2.1, 4 th paragraph, 1 st sentence - After the 1 st sentence add the following " <u>This RFP does not commit the State to award a contract, or pay any costs incurred in the preparation of a proposal in response to this RFP. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.</u> "
⑦	Page 12, Section 2.2 - Update the schedule to dates selected by the Nebraska State Records Board.
8.	Page 16, Section 2.6 - Need to clarify if the presentations will be made to the Board or a subgroup. The issue is compliance with the State Open Meetings Law.
⑨	Page 19, Section 2.10.4 - There needs to be clarification of who will make up the Selection Committee.
10.	Page 22, Section 2.10.4.5 - Clarification needs to be made as to how the proposals will be evaluated.

Change Number

Suggested Change

11. Page 37, Section 3.1.4.1, 1st bullet point - If Nebraska Interactive does not get the bid, will there be any hardware or software from the previous operation to integrate with?
12. Page 37, Section 3.1.4.1, 3rd bullet point - Add more specific language on what type of "risk" is being referred to.
13. Page 43, Section 4.1.6 - Reference is made to the Network Manager providing links or access to others for profit information and databascs, this should be changed to "related information or data bases".
14. Page 44, Section 4.1.9 - Reference is made to the manager making recommendations for charges for services, "In conjunction with the records providing agency" or "with the advice and consent of the records providing agency" should be added.
15. Page 50, Section 4.10, 1st sentence - Change from "in Lincoln, Nebraska" to "in the State of Nebraska".
16. Page 52, Section 4.19 - Add language specifying a specific transition time in which the network manager would be obligated to keep the network operational or specify that such a period would be negotiated prior to awarding the contract.
17. Page 53, Section 4.20 - Change the date in which the contractor must assume management of the Nebraska Online Network to a later date as agreed upon by the Nebraska State Records Board.

RECEIVED

AUG 27 1997

DIVISION OF
COMMUNICATIONS

To: William Miller
DAS-CDP

From: Don Dunlap-Board member representing the APA

Subject: Questions/Comments on draft RFP For Nebrask@Online

<u>Pg. #</u>	<u>Section #</u>	<u>Para./Other Ref.</u>	<u>Questions/Comments</u>
6	1.0	1	Why 5 years?
6	1.1	3	List all premium Services.
12	2.2	Activity 2	Reference to Fax # in Section 1.2. (There are two Fax #s in Section 1.2. The specific Fax # should be noted in this Section.)
14	2.3		What if there are other contracts that a company is bidding on or may have been awarded while this process is going on?
19	2.10.4		Uncertain how the Board will evaluate this "responsiveness" criteria. This needs to be clarified.
22	2.10.4.3	(last sentence)	"involved with a similar projects." Delete the word "a".
16 & 22	2.6 and 2.10.4.4		Detailed notes of Operation and Management Demonstrations. When is this information to be submitted? With the proposal? This needs to be clarified. . Oral presentations- Same as above. . Interviews- When will these be conducted? Need to clarify. . Combine sections 2.6 and 2.10.4.4?
23	2.10.4.5	(last bullet)	Should "and oral presentation" be included in this bullet?

<u>Pg. #</u>	<u>Section #</u>	<u>Para./Other Ref.</u>	<u>Questions/Comments</u>
27	3.1.1	(last bullet)	I don't understand what we are asking for when we request "a statement indicating whether the contractor has submitted an alternative proposal." (Found what this means in section 3.2 on pg. 39.) Maybe just make ref. to that section here.
31	2.10.4.5	(last bullet)	Can we define "medium to large projects"?
43	4.1.4		Change to- "Report to the Nebraska State Records Board the activities required by the Board to meet their oversight responsibilities."
44	4.1.10		What type of audit? Financial? Compliance? Maybe a financial and compliance audit? I think we should specify.
44	4.1.10	4th. sentence	Change as follows: "Audits will be conducted during the contract period or during any renewal term of the contract and for a period of two(2) years after expiration of the contract or renewal period."
44	4.1.11		Does the Board have responsibility to monitor and approve such activity? Would section 9 of LB 590 apply? This issue needs to be clarified.
46	4.3.10		Change wording to "and others as required by the Board."
48	4.7.1		Where did the 22 hours come from? Current requirements? Is this adequate?
48	4.7.2		How is the potential bidder going to know what these standards and policies, etc. are? Are there specific manuals, etc. that could be referenced? If so, we should note what they are and how they can be obtained.

<u>Pg. #</u>	<u>Section #</u>	<u>Para./Other Ref.</u>	<u>Questions/Comments</u>
66	5.39	First para., last sentence	Change to "written approval of the State Records Board."
67	5.39	Second para.	Change to "The State Records Board and the contractor..."
67	5.41		I read this section that "all materials and information" fall under confidentiality laws. I don't believe this is correct.

SCOTT MOORE
SECRETARY OF STATE

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STATE OF NEBRASKA

TO: Nebraska State Records Board Members

FROM: Scott Moore, Secretary of State

RE: State Records Board Meeting

DATE: August 22, 1997

I would propose the following duties for Technical Advisory Committee. These ideas can certainly be discussed and further developed at the next meeting of the Board. I am sure that the role of the committee will continue to evolve over time as the procedures and policies the Board uses in its oversight responsibility are developed.

Possible Duties of the Technical Advisory Committee:

1. Review of the technical and experience aspects of bid responses.
2. Review of proposed technical enhancements to the network.
3. Review of fee proposals from agencies from a "cost of providing the service" perspective. Ultimately, I feel the rate setting responsibility is a policy decision that should be left to the Board, but the Committee could certainly give advice on the cost of providing the services.

INTERAGENCY AGREEMENT
between the
NEBRASKA STATE HISTORICAL SOCIETY
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska State Historical Society (hereinafter "Nebraska State Historical Society" or "NSHS"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska State Historical Society's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NSHS maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, NSHS currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NSHS's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NSHS, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NSHS personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NSHS's discretion, maintained in electronic form by the NSHS.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations who use Nebrask@ Online for computer assisted research.
3. Client department- a NSHS section or unit serviced by NSHS's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NSHS Responsibilities.

1. Client departments will:
 - a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NSHS, but only if desired by Nebrask@ Online subscribers.
 - b. In the absence of a central NSHS data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.
2. The central NSHS data or computer department or service will:
 - a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NSHS, but only if desired by Nebrask@ Online subscribers.

b. Provide computer access to NSHS data records as permitted by the NSHS, subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NSHS's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NSHS will:

a. Oversee the timely and effective performance of this Agreement from the NSHS's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central NSHS data or computer department or service; and to any Client department, in placing NSHS data records on-line with Nebrask@ Online, to the extent permitted by Nebraska State Historical Society, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to NSHS's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NSHS data records.

d. To abide by Nebraska State Historical Society's regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of NSHS's equipment by the payment of any fee or charge to the NSHS.

f. To provide reasonable reporting that accurately reflects usage associated with access to NSHS data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to NSHS's electronic database and to provide NSHS access to these records at reasonable times for auditing purposes if so requested by NSHS.

h. To cooperate with NSHS and Client departments in placing data records onto Nebrask@ Online as permitted by NSHS but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NSHS data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to NSHS for specific items of information in the NSHS database shall be equal to statutory fees for such information where applicable. Payment shall be made to NSHS by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NSHS will accompany payment.

Rates for services shall be set by NSHS and Nebrask@ Online and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NSHS and Nebrask@ Online.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NSHS's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NSHS pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.
5. NSHS's determination that resources devoted to providing access to Nebrask@ Online are required by NSHS for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless NSHS, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against NSHS by reason of inaccuracies or misinterpretations residing on NSHS's own data records) and for any other liability asserted against NSHS arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

NSHS shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, NSHS shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of NSHS, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither NSHS nor NSRB shall be bound by any oral Agreement or representation.

IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

“NSHS”
Nebraska State Historical Society

by 
Authorized Officer

Date 8/20/97

“NSRB”
Nebraska State Records Board

by _____
Authorized Officer

Date _____

September 2, 1997

Senator George Coordsen, Chairman
Executive Board of the Legislative Council
State Capitol
Room 2010
Lincoln, NE 68509

Dear Senator Coordsen;

This is a formal request, on behalf of the Nebraska State Records Board, to have the Revisor of the Statutes office make a current copy of the state statutes available, on an ongoing basis, to the Nebrask@ Online network.

It is the intent of the Nebraska State Records Board, which has oversight authority for Nebrask@ Online, to have Nebrask@ Online utilize a current copy of the statutes to support the information needs of the respective agencies and/or users of the information (see attached examples). *The statutes would not be used in conjunction with any fee generating services without the express consent and approval of the Executive Board of the Legislative Council.*

Your approval of this request will be greatly appreciated.

Yours Truly,

Scott Moore, Sec. of State
Chairman, Nebraska State Records Board

Attachment

Approval: _____
Senator George Coordsen, Chairman
Executive Board of the Legislative Council

**EXAMPLES OF WHY THE NEBRASKA STATE RECORDS BOARD IS REQUESTING
A CURRENT COPY OF THE STATUTES FROM THE EXECUTIVE BOARD OF THE
LEGISLATIVE COUNCIL:**

- 1) Department of Revenue---Chapter 77 Statutes(Revenue and Taxation)
- 2) Department of Banking and Finance---Chapter 8 Statutes(Banks and Banking)
---Rules and Regulations(Tie to Statutes-Research)
- 3) Board of Public Accountancy---Chapter 1 Statutes(Accountants)
---Rules and Regulations(Tie to Statutes-Research)
- 4) Commission of Industrial Relations---Chapter 48 & 81 Statutes(Lawyers)
---Rules and Regulations(Tie to Statutes-Research)
- 5) NSBA/NCLE---Continuing Education Programs(Tie to Statutes-Research)
 - A)Nebraska Probate System IV
Example---General Definitions(Chapter 30-Decedents Estate)
(Exempt Property-That property of a decedents estate which
is described in "30-2323".
---Notes for Forms(Chapter 23, 25, 30, 77, etc)
 - B)Real Estate Practice Forms(Chapter 21, 23, 30, 40, 44, 67, 76, 81, etc)
 - C)Appellate Practice Forms
- 6) All other agencies that have specific statutes that apply to them or that have rules/regulations
that need to reference certain statutes.

Suggested changes to Draft RFP from Craig Schroeder:

<u>Section:</u>	<u>Suggested Changes:</u>
4.1.6	after "services to" insert "1)"; after "capability" insert "and, 2) an environment for data sharing among local, county and state government"
4.1.11	after "state" insert "and local"
4.3.3	after "state" insert "and local"

STATE OF NEBRASKA



E. Benjamin Nelson
Governor

DEPARTMENT OF ADMINISTRATIVE SERVICES

Lawrence S. Primeau
Director
Suite 1315
State Capitol
Lincoln, Nebraska 68509-4664
Phone (402) 471-2331

August 26, 1997

The Honorable Scott Moore
Nebraska Secretary of State
Suite 2300, State Capitol
Lincoln, Nebraska 68509-4608

Dear Scott:

I will be out of town on August 29 and unable to attend the State Records Board meeting. DAS-Division of Communications Director, Bill Miller, has my proxy for this meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lawrence S. Primeau".

Lawrence S. Primeau, Director
Department of Administrative Services

LSP:sm

cc William M. Miller, DOC Director