

**NEBRASKA STATE RECORDS BOARD
MEETING: December 1, 1997**

Nebraska State Capitol
Room 1507
Lincoln, NE
December 1, 1997
1:00 P.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
DECEMBER 1, 1997 - 1:00 P.M.

1. Call to Order, Roll Call
2. Adoption of minutes from November 10th meeting
3. Consideration of Contract for Network Manager Services
4. ✓ Discussion of Procedure for renewal of contracts voided by LB590
5. ✓ Possible Legislation
 - a. Enact fees established by the Board in Statute
 - b. LB590 Clean-up Legislation
6. Miscellaneous Matters
7. Schedule Next Meeting
8. Adjournment

STATE RECORDS BOARD

MINUTES

Meeting of November 10, 1997

The meeting was called to order by Chairman Scott Moore at 8:42 A.M. on November 10, 1997, in Room 1510 of the State Capitol, Lincoln, Nebraska.

The following board members were present:

Scott Moore, Chairman;
Craig Schroeder;
Jeanne Raznick;
Robert Luth;
Jeff Funk;
Don Dunlap, representing the Auditor of Public Accounts;
Mark Sutko;
Donald Stenberg;
John Dale;
David Heineman.

Not present were:

Terry Harder;
E. Benjamin Nelson.

The minutes of the meeting of October 24, 1997, were considered. Mr. Luth moved that the minutes be approved as circulated; motion seconded by Mr. Sutko.

Voting For:	Dale	Dunlap	Funk	Heineman
	Luth	Moore	Raznick	Schroeder
	Stenberg	Sutko		

Voting Against: None

Absent: Harder Nelson

The motion carried.

John Cariotto, Deputy State Court Administrator, presented the report of the Technical Advisory Committee on the Proposal for Network Manager Services and answered questions for the board. No formal action was taken.

Sam Somerhalder, CEO of Nebraska Interactive Inc, and Manager of Nebrask@ Online, presented his proposal and answered questions for the board.

Mr. Funk moved to select Nebraska Interactive Inc. as the vendor to provide Network Manager Services and to notify the DAS Materiel Division of that selection; motion seconded by Mr. Dale.

Voting For:	Dale	Dunlap	Funk	Heineman
	Luth	Moore	Raznick	Schroeder
	Stenberg	Sutko		

Voting Against: None

Absent: Harder Nelson

The motion carried.

The board discussed the procedures for negotiation of a contract with Nebraska Interactive Inc. Mr. Stenberg moved to establish a subcommittee to negotiate the contract consisting of Chairman Moore, Mr. Heineman, and one non-public-official board member as designated by the Chairman; motion seconded by Mr. Heineman.

Voting For:	Dale	Dunlap	Funk	Heineman
	Luth	Moore	Raznick	Schroeder
	Stenberg	Sutko		

Voting Against: None

Absent: Harder Nelson

The motion carried.

Greg Lemon, Deputy Secretary of State, discussed potential legislation for the next legislative session. Existing contracts with state agencies will have to be rewritten as addenda to the new contract with Nebraska Interactive Inc. An update on the activities of the Task Force on Electronic Access to State Government Information will be prepared for the board.

The Chairman announced that the next board meeting will be November 24, 1997, subject to progress on the contract negotiations.

Mr. Schroeder moved that the meeting be adjourned; motion seconded by Mr. Luth.

Voting For:	Dale	Dunlap	Funk	Heineman
	Luth	Moore	Raznick	Schroeder
	Stenberg	Sutko		

Voting Against: None

Absent: Harder Nelson

The motion carried.

The Chairman declared the meeting adjourned at 11:15AM.



Scott Moore
Chairman
State Records Board

Contract For Network Manager Services

Between

**The Nebraska State Records Board
on behalf of the
State of Nebraska**

and

Nebrask@ Interactive, Inc.

December 1, 1997

CONTRACT FOR NETWORK MANAGER SERVICES

THIS CONTRACT is between the Nebraska State Records Board, established under the Records Management Act (84-1204 R.R.S. 1943), hereinafter referred to as "NSRB", and Nebrask@ Interactive, Inc., a for-profit Nebraska corporation, without seal, hereinafter referred to as "NII".

WHEREAS, NSRB, under the authority granted by the Records Management Act, is interested in furthering access by Nebraskans to public information and for transactions with the public in the most cost-effective, progressive, and cooperative means possible; and

WHEREAS, the NSRB desires to operate Nebrask@ Online as an electronic network (synonymous with the term "gateway" for purposes of this contract) access service in furtherance of this goal, and has concluded the network must continue to be enhanced; and

WHEREAS, Nebrask@ Online is poised to become one of the most significant economic development and educational tools in the country; and

WHEREAS, an enhanced Nebrask@ Online will significantly benefit the state through:

- a. Compensation to The State for electronic access to certain information;
- b. A reduced burden for public access and data collection upon data providing and collecting entities, including state agencies;
- c. Increased efficiency of data providing and collecting entities, including

state agencies, without budget increases;

d. Additional resources to data providing and collecting entities as
Nebrask@ Online grows;

e. Additional and leveraged resources for NSRB to assist in its records
management, information management, data collection, and access functions; and

WHEREAS, in order to effectuate this enhancement, NSRB, as the Nebraska
Online network authority, issued a request for proposals for a public-private partnership
with a private network manager, dated September 8, 1997. The request is hereinafter
referred to as "the RFP"; and

WHEREAS, NII submitted a proposal in response to the RFP, and such proposal
was determined by the NSRB to be the one best-suited to the goals of NSRB and the
needs of an enhanced Nebrask@ Online. The proposal is hereinafter referred to as the
"NII Proposal"; and

WHEREAS, NSRB desires to enter into a contract with NII for NII to serve as
network manager in a public-private partnership to enhance, develop, operate, maintain
and expand Nebrask@ Online (hereinafter referred to as the Network) for increased
electronic access to and collection of public and other useful and relevant information as
contemplated by the grant of authority to NSRB, in Section 84-1204 R. R. S. 1943, which
provides in part that NSRB shall develop and maintain a gateway or electronic network
for accessing public records.

WHEREAS, pursuant to Section 84-1204 R.R.S. 1943, the NSRB also supports

and advises the Nebraska Records Management Division and the State Records Administrator in accomplishing their legislative purposes, and for which the Network will furnish further valuable support.

NOW THEREFORE, the parties agree as follows:

1. **PURPOSE OF NETWORK.**

The purpose of the Network and this Contract may be summarized as follows:

a. To provide a significantly expanded and aggressively enhanced public service to the citizens and businesses of Nebraska by (1) increasing accessibility to and collection of public information and other useful information and services through various means, including electronic means, and (2) promoting economic development by increasing ease of access to and collection of public information and other useful information, and by promoting the sharing of that information.

b. To provide such public service without increasing the tax burden on the citizens of Nebraska, through utilization of private capital and management and appropriate payment for the same.

2. **HARDWARE, SOFTWARE AND ACCESS LINES.**

NII will provide hardware, and provide or develop software as enumerated in the NII proposal (dated 10-30-97), and such other hardware and software as may be necessary to make the Network operational. In accordance with the RFP, NSRB shall be entitled to a perpetual right-to-use only license to all application software, documentation

and source code utilized in operating the Network which is developed or utilized by NII (but not software or documentation created by third parties and purchased by or licensed to NII, hereinafter "Third Party Software") together with any amendments thereto made by NII while NII operates the Network, (hereinafter collectively "The Software") upon the following terms and conditions:

- a. By January 31, 2002, NSRB shall be entitled to a non-exclusive perpetual right-to-use-only license with rights to make derivative works as it desires, for no additional compensation.
- b. The Software, or such portion as NSRB may elect to license, shall be delivered to NSRB upon January 31, 2002, or the end of any renewal periods, beyond that date, exercised by NSRB.
- c. NII shall deposit, on a quarterly basis, the most recent version of all network application source code in escrow with a neutral third party to be mutually chosen by NII and NSRB. Over the term of the contract NII will have the authority to remove superseded source code. Upon notice of termination or expiration of this contract, which shall be transmitted to the escrow agent, neither party shall have authority to remove any source code held in escrow.

Upon termination or expiration of this Contract all other Network and manager records, work papers and operations documentation pertaining to network operations shall be delivered to NSRB within thirty (30) days after termination or expiration and shall become the property of NSRB, if not already such.

NII will be responsible during the term of this Contract for maintaining Network hardware and software (including items provided to the Department of Administrative Services, Division of Central Data Processing, hereafter referred to as "CDP", as allowed by CDP).

3. **CONNECTIONS BETWEEN NETWORK AND STATE AGENCIES.**

Costs associated with and maintenance of communication links from state facilities to NII facilities for Network purposes, including but not limited to leased circuits from telephone or cable companies, shall be paid as expenses from the Network revenue account.

4. **NETWORK SERVICES.**

a. NII on behalf of NSRB shall negotiate with and obtain written agreements from each separate data providing/collecting entity (hereinafter, "DP/CE") with which electronic communication is desired, but only if such agreements are needed to supplement the broad grant of authority to access public records or collect information data from the public which has already been granted to NSRB. In the absence of any specific separate agreement, this Contract, together with any addenda, shall serve as the document granting NII access to or the authority to electronically collect any such data.

b. Through addenda to this Contract or through the separate DP/CE contracts, NII and NSRB shall, by mutual agreement, establish charges for, if appropriate, and other conditions of such access or collection with each DP/CE. In the case of addenda, NSRB shall be responsible for any payments to other DP/CEs whose

information is so accessed or collected, and NII shall either pay to NSRB directly, or direct payments to the DP/CE as instructed by NSRB.

c. Such agreements, if any, or addenda to this Contract, shall provide for the costs DP/CEs will charge, and which will be paid as expenses from the Network revenue account for information access or collection, the time period and means by which DP/CEs will be paid from the Network revenue account for access or collection, the criteria the DP/CE and NII will utilize for system development, testing and acceptance in order to assure the reliability of the Network, protection of data, Network security, and any other reasonable special requirement (such as---providing credit card authorization service for State's Credit Card Payment Program with regard to certain services made available via the Internet) for access to and collection of DP/CE data. (NSRB will cooperate in obtaining electronic access to DP/CEs for Nebrask@ Online which may be funded by NSRB in appropriate circumstances).

d. Payments to NSRB or to DP/CEs for DP/CE access or collection shall be due from the Network revenue account and paid within 60 days from the usage or sale of data unless a shorter period is specified in Nebraska statutes, in the agreement between the Network and a DP/CE, or in any Contract addendum between NII and NSRB. Specific terms of payment shall be specified in additional agreements or addenda to current agreements/contracts between NSRB and DP/CEs and NSRB and NII (such payment terms shall include two monthly payments, one at or near the 15th of the month and one on the last business day of the month with such payments to be made by

electronic means.) NSRB will cooperate in assisting electronic access to DP/CEs, which may be funded by NSRB in appropriate circumstances.

e. After negotiating any separate DP/CE agreement, the agreement shall be presented by the Network to NSRB for final approval. When an agreement is presented to NSRB, the Network and respective DP/CE shall also present to NSRB a recommendation for prices, if appropriate, to be charged users for the applicable Network service.

f. All subscribers will be required to execute a contract for services. NII shall be authorized to execute such contracts on behalf of NSRB and the Network. The basic form shall be approved by NSRB.

g. NII on behalf of NSRB, shall provide continued and uninterrupted network manager services to any state agency which has an existing contract or contracts with NSRB, or has an existing contract or contracts which were originally executed between the agency and the Nebraska Library Commission and subsequently assigned to the NSRB, obligating NSRB to provide electronic access to agency records on Nebrask@ Online through NSRB's private network manager.

5. **REGULATION OF RATES BY NSRB.**

All charges to Network users shall be subject to, ~~after mutual agreement~~ between NII and NSRB, the final approval of NSRB for fairness, reasonableness and appropriateness. In establishing such Network prices NII and NSRB shall consider the

following factors:

- a. The need to reward innovation and efficiency in Network management.
- b. A commitment to the public policy requirement to provide electronic access to public records or electronic transactions with the public at the most reasonable prices possible.
- c. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.
- d. The fact that some public records may already be provided electronically by the State.
- e. The entrepreneurial and start-up nature of the business and attendant risk of capital for NII and the need for them to earn an acceptable rate of return.
- f. The need to invest in expansion of and improvement in The Network and its information services.
- g. The need of NII to earn a reasonable profit on Network operations.
- h. The need to comply with Legislative requirements.
- I. Any other reasonable factor which in the opinion of NSRB should be considered.

Such services will thereafter be subject to periodic review and adjustment by NSRB, in conformance with the appropriate Reissue Revised Statutes of Nebraska. Recommendations for amended rates shall be made by NII to NSRB as deemed necessary or desirable.

The maximum initial subscription fee that mainframe bulk and interactive subscribers shall pay is \$50.00, which will be used to cover NII costs of account management, licensing communication software, if any, and providing 1-800 technical support. The maximum annual renewal fee shall be approved by NSRB. These fees may be reduced at the discretion of NII as an inducement to further increase the number of subscribers and with the intent of increasing the overall billed usage of the Network. Should NII provide appropriate justification, NSRB may increase the initial or the annual renewal subscription fees. In addition, subscribers utilizing Network provided dial-in modem bank will pay NII a per minute connect time fee to cover the telecommunications costs of providing 800 and Internet service to these subscribers.

In the event that costs which NII pays state agencies for data or data access are reduced or increased as result of legislation or administrative changes, such reductions or increases shall be passed on directly to subscribers and users of the Network unless otherwise mutually approved in writing by NSRB and NII.

6. NETWORK MANAGER REMUNERATION.

Within the framework of the pricing approval procedure addressed in section 5 above, the disbursement of all funds received by the Network as a result of the operation of this Contract will be as follows:

- a. NSRB will operate the Network within the records management cash fund allocation allowed by the Reissue Revised Statutes of Nebraska, and revenue generated from electronic access fees generated from new services implemented during

and/or between Legislative Sessions.

b. NSRB will receive 4.5% of Gross Profit (Gross Revenue less ~~Cost~~ ^{costs and amounts omitted}) of the first \$89,900 and 2.0% on any Gross Profit over that amount, ^{other than state entities, NSRB, internet, 2806} computed and payable monthly,

c. NII shall be entitled to retain all revenue generated from subscription fees, connect time charges, ^{and shall be paid the revenue generated} revenue generated from electronic access fees, and any other mutually agreed upon ^{for electronic access fees} service provided through the network, after payment of the fees specified in the respective DP/CE agreements, payments specified in paragraph b. above, and all other network operating costs. ^{for current state entities}

7. **CHANGES IN NETWORK.**

A planned material change in Network operations cannot be made by NII without the prior consent of NSRB. A "material change" includes, but is not limited to, a change which materially increases on-line response time to user inquiries; significantly adds to the complexity of system use; materially diminishes on-line services provided to users; or results in a significant detrimental impact on operations noticeable by users. ^{Remove for new services shall be divided as provided in agreements}

NII will provide to NSRB at least 30 days' prior written notice of a planned material change in Network operations, to allow time for NSRB review.

8. **NOTICES.**

The NSRB contact person shall be the NSRB Chairman. The NII contact person shall be the President of NII. Each party may change its designation for notice by written notice to the other party to this Contract.

Notices by the parties to one another shall be given in writing to the persons identified above or to such other persons as may be subsequently identified in a written notice. Such notices shall be effective on the date of receipt if sent by U.S. restricted delivery mail, postpaid, or by any reputable overnight delivery service, prepaid.

9. **FINANCES AND RECORDS.**

All NII documents and records pertaining to Network operations will be available for compliance auditing and inspection by NSRB, or other authorized representatives designated by NSRB. Monthly income statement and balance sheet information will be provided to NSRB by NII.

and financial
on an annual basis NSRB shall provide an audited financial statement
NII also agrees to make other changes requested by NSRB to comply with recommendations made in any compliance audit, which changes are agreed to by both NSRB and NII. Any such compliance audit will be performed by a competent and reputable CPA licensed in Nebraska.

To the extent the compliance audit report discloses any discrepancies in the NII charges, billings or financial records, and following a period for review and verification of the amount by NII, NII will adjust the next monthly bill as soon as reasonably possible, but not to exceed 90 days. NII shall cooperate to assure that verification is completed in a timely manner.

The accounting system is to include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date postings and an audit trail through financial statements. Such books may

either be maintained on paper or on computer with appropriate backup. NII shall adopt the calendar year ending December 31, for reporting purposes.

10. MANAGEMENT REPORTS AND BUSINESS PLAN.

Network operations and development shall generally be in accordance with the NII proposal, which shall be considered the Network business plan. As deemed necessary or desirable, NII may depart from such proposal, but in the event of any material departure NII shall notify NSRB in advance. NII shall timely provide to NSRB such management reports as NSRB may reasonably request. NII shall update the business plan annually.

11. PROHIBITION ON CERTAIN PAYMENTS TO INTERESTED PARTIES

"Interested party" means any NII officer, director, stockholder and any state employee directly involved in negotiation of the Contract, and any immediate family member of the foregoing.

No payments shall be made to an interested party or a business entity controlled by an interested party except for the fair value of lawful goods or services actually rendered to the Network.

This requirement shall not be applicable to shareholder distributions.

12. FULL-TIME EQUIVALENT POSITIONS AND SALARIES, BENEFITS AND RELATED EMPLOYER EXPENSES.

NII agrees to provide a staffing level during each fiscal year of at least

accounts are authorized as follows:

1. Payments to DP/CEs or NSRB for electronic access to or collection of information.
2. Payment of ordinary, necessary and reasonable operating expenses for the Network.
3. System development costs, including programming (to the extent not covered by regular salary under ordinary operating expenses) and purchases or upgrades of software or hardware.
4. Payment of Shareholder distributions.
5. Any other payments to NSRB.

** C deleted*

14. INCORPORATION BY REFERENCE.

The provisions of the RFP and the NII proposal are hereby incorporated into this Contract and made a part hereof. If there is any conflict between the terms of the RFP and the provisions of this Contract, the terms of the Contract shall control over the terms of the RFP. If there is any conflict between the terms of the NII proposal and this Contract, the terms of the Contract shall control. This contract may be amended by mutual expressed written consent of the parties.

15. INSURANCE AND BONDS.

NII shall provide NSRB written proof of the following provided by a qualified firm authorized/admitted to do business in Nebraska:

a. Proof of a general comprehensive liability insurance policy in the amount of at least \$500,000 with a deductible of not more than \$5,000. NSRB and the State of Nebraska shall be listed as additional insureds.

b. Employment Dishonesty Bond covering all NII officers and employees in an amount of at least \$100,000 per employee. NSRB and the State of Nebraska shall be listed as additional obligees.

c. NII shall maintain all workers' compensation insurance coverage as required by law.

16. **TERMINATION OF CONTRACT.**

NSRB shall have the right to terminate this Contract for cause as defined in Section 17 herein, subject to cure, by providing written notice of intent to terminate for cause to NII. Such notice shall specify the time for termination if not cured, the specific "for cause" reason that gives rise to the intent to terminate, and shall specify reasonable appropriate action that can be taken by NII to avoid termination of the Contract. NSRB shall provide a period of time of not less than 60 nor more than one hundred eighty (180) days, unless otherwise specified in this Contract, for NII to cure such "causes" under this Contract of which it receives written notice.

NSRB may terminate this Contract at any time and without cause if directed to do so by statute; if there is a substantial cessation of Network services by NII; or if there is a repeal of the NSRB enabling statutes unless other statutory provisions allow continuation of the Network.

Part of the Legislature we appropriate funds for this contract as provided in section 5-20 of the NEB. STAT. (SCA 0099)

17. TERMINATION FOR CAUSE.

For purposes of this Contract, the phrase "for cause" shall mean:

- a. Any material breach or evasion by NII of the terms or conditions of this Contract and its amendments, if any.
- b. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, or illegal conduct by NII, its officers, directors or shareholders.
- c. Dissolution of NII or forfeiture of its corporate existence.
- d. Amendment of the NSRB enabling statute or an adverse judicial decision by a court of competent jurisdiction, which has the effect of rendering network operations no longer feasible.
- e. Insolvency of NII.
- f. Breach of an agreement with any state agency.
- g. Intentional disclosure of any confidential information.

18. STANDARD USE MESSAGES.

The Network shall display such standard use message(s) to all subscribers upon initial access to the Network or a part thereof as may from time to time be appropriate, and a subscriber shall be required to indicate the subscriber's compliance with said message terms. Upon subsequent accesses, such message shall be displayed only, without compliance indication, if prior compliance indication is logged in the user's session log. All messages must contain language that is at least as restrictive as the following:

“As a requester of public information, I do hereby certify by making inquiry that I do not intend to and will not (the Network will include any such language or restriction as is required by Nebraska law.)”

The Network shall provide DP/CEs the opportunity to include additional wording if determined necessary by the DP/CE. The standard use message shall comply with any amendments to the law.

19. DATA PROVIDING ENTITY ACCESS.

- a. DP/CEs may, if they desire and if approved by NSRB, have terminal (read) access to the Network's computerized log of subscribers and each user's security status, without access cost to the DP/CEs. The DP/CEs will be responsible for the cost of terminal (s) and the cost of a dial-up or lease line, whichever is used.
- b. DP/CEs must be able to sign on to NII's system to audit the dissemination of "premium service" records (records with an associated fee). On-line audit capability must be available for the length of time specified by the particular DP/CE after transaction processing. After the on-line retention period has expired, NII shall, as specified between NII and the DP/CEs, retain, destroy, or provide the record information to the DP/CE without cost.
- c. At a minimum, the Network shall retain the following data: name of subscriber, transaction date and time, type of inquiry and access keys.
- d. NII shall notify affected DP/CEs and NSRB within two hours of

any actions by third parties arising out of NII's negligence or material failure to perform under the terms of this Contract.

NII agrees that it has no right of subrogation or contribution from the NSRB or the State of Nebraska for any judgment rendered against NII under such circumstances.

22. ASSIGNMENT AND SUBCONTRACTING.

NII may not assign any of its rights or delegate any of its duties hereunder unless done pursuant to the prior written consent of NSRB.

NII may subcontract portions of work to be performed by it under this Contract with the written consent of NSRB.

23. TERM OF CONTRACT.

This Contract shall be for a term of 4 years, commencing February 1, 1998 and expiring at 12:00 a.m., January 31, 2002, unless earlier terminated by the Board for cause.

Subject to the agreement in writing of the parties, this Contract may be renewed, or amended and renewed, for additional terms. Notification by NSRB for additional renewal terms of one year each shall be given by NSRB at least 1 year before the expiration of the initial term and of any renewal term. The term "this Contract" as used in this Agreement shall mean the initial term, together with any renewal terms which are approved. NSRB acknowledges that the length of this Contract and the length of any renewal term or terms, has a material effect on the capital invested in the Network

considering the potential profit margin hereunder.

24. RELATIONSHIP OF PARTIES.

Notwithstanding any other provisions contained herein, it is expressly agreed that NII is an independent contractor in the performance of each and every part of this Contract. As such, NII is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder.

NII may become an agent of NSRB only by the expressed written consent of NSRB.

NII will not pledge any assets of NSRB in its care, custody or control, or cause any type of lien to attach to such.

25. CONTINUATION OF OPERATIONS DURING TRANSITION PERIOD.

If for any reason this Contract shall be terminated or upon expiration of the Contract without extension, or at the end of any extension, NII shall, at the option of NSRB, continue to operate under this Contract as Network Manager in accordance with all terms and conditions of this Contract, together with any amendments or modifications in existence at such time, for a period of up to 12 months from the time of expiration or notification of termination from NSRB to NII, whichever occurs earlier. The intent of this provision is to insure continuation of Network operations while a successor Network Manager is chosen and contracted.

26. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Contract may be amended only by a writing signed by the parties thereto.

IN WITNESS to the agreement of the Nebraska State Records Board and Nebrask@ Interactive, Inc. to all of the above terms and conditions, the respective governing bodies or Boards of Directors of the two organizations have approved the same and have authorized their chief executive officers, chairman or secretaries to affix their signatures below indicating such upon this 1st day of December, 1997.

NEBRASK@ INTERACTIVE, INC.

PRESIDENT/CEO

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Samuel R. D. Somerhalder, of lawful age, being first duly sworn, deposes and says that he is President and Assistant Secretary of Nebrask@ Interactive, Inc. and has been duly authorized to execute this Contract on its behalf.

SUBSCRIBED AND SWORN to before me this 1st day of December,
1997.

Notary Public

My Commission expires: _____

NEBRASKA STATE RECORDS BOARD

CHAIRMAN

Date

Scott Moore, of lawful age, being first duly sworn, deposes and says that he is the Administrator of the Nebraska State Records Board and has been duly authorized to execute this contract on its behalf.

SUBSCRIBED AND SWORN TO before me this 1st day of December,
1997.

Notary Public

My Commission expires: _____

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

TO: Nebraska State Records Board Members
FROM: Greg Lemon, ^{ABG} Deputy Secretary of State
RE: State Records Board Legislative and Contractual Issues
DATE: November 20, 1997

As mentioned at the November 10th meeting, now that the vendor selection process for network manager services is nearly complete there are some additional Legislative and contractual issues the Board must deal with.

I. Statutory Termination of Contracts

a. Contracts for fee based access

On January 31, 1998, contracts for fee based electronic access service shall terminate as provided in LB590 (section 10):

84-1205.04. By September 15, 1997, the board shall submit for public bidding any contract made by a state agency prior to June 7, 1997, for providing electronic access to public records for a fee through a gateway. Any such contract in existence on June 7, 1997, shall be terminated on January 31, 1998, unless sooner voided or terminated by order of a court of competent jurisdiction.

My interpretation of this section is that any fee based services offered through the network which were established by contract prior to June 7, 1997, will terminate on January 31, 1998 unless a new contract is entered into between the State Records Board and the Agency.

In order to enter into a new contract for fee-based electronic access services through the network the hearing process in LB590 for establishing electronic access fees will have to be followed. In addition, legislation must be passed within one year after establishing the electronic access rate or the contract is void. Therefore, I propose that the Board do the following to meet the above described mandates:

1. Contact all agencies which currently have fee-based services contracts which will be void by operation of law on January 31, 1998. Inform those agencies that the fee-based services currently offered will be void on that date unless a new contract is executed prior to the termination date. (I will do this prior to the next meeting, a sample of the letter to the agencies is enclosed).
2. Schedule hearings, after receiving requests for fee-based services from the agencies and entering into new contracts if the Board approves the requests (preferably this could be done at one hearing in mid-December or early January).
3. Introduce legislation to authorize the fees approved at the December meeting in January, so that the one year statutory deadline can be met.

See Attached tables for agencies and fees affected

b. Contracts where no fee is charged

Agreements with agencies for providing information through the network for free should survive the January 31st statutory deadline intact for the following reasons:

1. The statutory provision only talks about contracts dealing with: " any contract made by a state agency prior to June 7, 1997, for providing electronic access to public records *for a fee* through a gateway" (emphasis added).
2. The contracts were entered into between the State Records Board (or the Nebraska Library Commission and assigned to the State Records Board) and the individual state agency for providing information over the internet through Nebrask@ Online. Nebrask@ Online is the name that has been given to the Electronic data network originally managed by the Library Commission and now managed by the State Records Board. Nebraska Interactive, Inc., the contractual network manager, is not a party to those contracts.

3. The contracts are not contingent upon the master contract between the State Records Board and Nebraska Interactive, Inc.

c. Clean-up legislation - LB590

There are a couple of items which probably should be addressed through legislation in the upcoming session.

1. Amend Section 9-420 of the Uniform Commercial Code to provide that \$1.00 from the \$2.50 charged pursuant to 9-411 for each U.C.C. search go to the Records Management Cash Fund. This was a drafting error in the original bill, which contemplated \$1.00 from each Driver's Record, EFS and UCC search going to the Records Management Cash Fund to support the network.

2. For timing reasons change Sec. 8 of LB590 to provide that the legislation for fees be changed to allow passage up until the end the next legislative session beginning after approval of the fee by the Board. Under the current provision (requiring legislative approval of fees one year after Board approval) we may run into timing problems if the Board approves a fee in January or February. There will not be much time for a bill to go through the legislative process by the next year before the one year ends.

Please note that these changes, while desirable (in my opinion), are not mandatory. The flip side of introducing these changes is that the Legislature may not pass the legislation in the form originally introduced and the whole issue of electronic access to records may be debated again. Whether the Board want to pursue these changes is a policy decision that you, as members, will have to consider.

TABLES: FEE BASED SERVICES REQUIRING BOARD OR LEGISLATIVE ACTION*

TABLE 1: Fee-based electronic access services which require a hearing and new contract before January 31, 1998

AGENCY	INFORMATION	FEE	SPLIT(Agency/Network)
Dept. of Economic Development	NE Manufacturer's Directory	\$100.00(entire directory) \$2.00(per 50 names)	\$87.50/12.50 \$1.75/.25
Department of Revenue	Sales & Use Tax Permits Issued	\$5.50 (all new monthly)	\$0.00/5.50
Secretary of State	Entire UCC & Corps Database	\$800.00	\$400.00/400.00
Secretary of State	Corporate Batch	\$15.00(per 1000)	\$7.50/7.50
Secretary of State	UCC Batch	\$2.00 per (max. \$2,000)	50%/50%
Secretary of State	Corporate Search (indiv. interactive)	\$.75	\$.25/.50
Secretary of State	Corporate Letter of Good Standing	\$6.50	\$2.50/4.00
Supreme Court	Weekly Opinions (Supreme & App. Ct.)	\$3.00	\$1.00/2.00
Workers Comp. Court	WCC Rule Book	\$5.50 (entire book) \$.25 (per rule)	\$4.00/1.50 \$ 0.00/.25

TABLE 2: Fee-based electronic access services which require legislative approval within one year

AGENCY	INFORMATION	FEE	SPLIT(Agency/Network)
Dept. of Motor Vehicles	Vehicle Title, Lien Registration (Interactive)	\$1.00	\$.40/.60
Dept. of Motor Vehicles	Vehicle Title, Lien Registration (Batch Req.)	\$55.00-500.00 setup \$24.00 up to 2000 records + \$12.00 per additional 1000 records	40%/60%

*Electronic Driver's record and uniform commercial code search fees are already in statute and require no further action

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



Sample

Sample

STATE OF NEBRASKA

November 20, 1997

Donald G. Wright, Public Information Officer
Department of Economic Development
State Office Building
Lincoln, NE

Dear Mr. Wright,

As chairman of the State Records Board I am contacting all agencies that contract through the Board for fee based electronic access to agency records to inform them that those contracts will terminate by operation of law on January 31, 1998.

As you may know, in the Spring of this year the Legislature passed LB590, which dealt with establishing fees for and the administration of Nebrask@ Online, the state's electronic information network. The bill transferred management of the network from the Nebraska Library Commission to the State Records Board. The bill also provided that the Board go through the bid process to select a network manager by January 31, 1998. That process is nearly complete and the Board is negotiating the final terms of an agreement to continue working with the current network manager, Nebraska Interactive, Inc. This agreement should provide seamless, uninterrupted service for agencies which use the network. However, in order to continue those services new contracts for fee based services must be executed with the Board. The section of LB590 dealing with the termination of contracts, Section 10, specifically provides:

84-1205.04. By September 15, 1997, the board shall submit for public bidding any contract made by a state agency prior to June 7, 1997, for providing electronic access to public records for a fee through a gateway. Any such contract in existence on June 7, 1997, shall be terminated on January 31, 1998, unless sooner voided or terminated by order of a court of competent jurisdiction.

Members of the Legislative Task Force on
Electronic Access to State Government Information

Russ Pankonin - Wauneta, NE
(Governor's Appointee)

Robin Clark - Omaha, NE
(Governor's Appointee)

Yvonne Norton Leung - Lincoln, NE
(Governor's Appointee)

Senator George Coordsen

Senator Ron Withem

Senator C.N. "Bud" Robinson

Senator Doug Kristensen

Senator Curt Bromm

Senator Shelley Kiel

Senator Pat Engel

Secretary of State Scott Moore

State of Nebraska

LEGISLATIVE COUNCIL

1997
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Revisor of Statutes

MICHAEL CALVERT
Legislative Fiscal Analyst

MARSHALL LUX
Ombudsman

State Capitol, Lincoln 68509-4604

Memorandum

TO: Members of the Task Force on Electronic
Access to State Government Information
FROM: Senator George Coordsen, Chairman
DATE: November 12, 1997
RE: Information for November 21 Meeting

As you may recall, the Task Force on Electronic Access to State Government Information is scheduled to meet on Friday, November 21 at 9:00 a.m. The meeting will be in room 1510.

I have enclosed the following information for your review prior to the meeting:

- ▶ A copy of the agenda.
- ▶ A copy of the survey tabulations received from county and city offices.
- ▶ A copy of the Attorney General's response to my letter requesting information about the number of public records petitions that his office has received under § 84-712.03.

I look forward to seeing you on the 21st. If you have any questions or want to add an agenda item, please do not hesitate to call me.

Enclosures

Agenda

Task Force on Electronic Access to State Government Information (LB 590)

November 21, 1997

9:00 a.m.

Room 1510

- Discussion of survey results* and other information
- Public comments
- Recommendations for final report to the Legislature

*Information enclosed

*LB 590 Task Force on Electronic Access
to State Government Information*

SURVEY RESULTS

November 7, 1997

Introduction:

Surveys were sent to those county and city offices that most frequently have requests for access to or copies of documents. Those offices included the 93 county treasurers offices, the 93 register of deeds offices, and 19 county clerks offices. (Some counties do not have separate county clerks offices.) Surveys were returned by 49 of the 93 county treasurers offices, 51 of the 93 registers of deeds offices and 11 of the 19 separate county clerks offices.

Surveys were also sent to all cities, Class I or larger. The total number of surveys sent to cities was 32. Thirteen cities returned the survey.

This report summarizes the responses to each question. Depending on the question, the summary: (1) totals the number of "yes" or "no" responses to the question; or (2) lists the answer, except where it was possible to combine them into a generalized response. A copy of the actual survey is enclosed as **Appendix A**.

SURVEY RESULTS (LB 590, 1997)

Question #3 - Does your office charge a fee for access to or distribution of any government information, regardless of form (electronic, paper, etc.)?

Yes - Treasurers - 22
 Registers of Deeds - 40
 County Clerks - 10
 Cities - 10

No - Treasurers - 26
 Registers of Deeds - 10
 County Clerks - 1
 Cities - 3

No answer - Treasurers - 1
 Registers of Deeds -- 1

Question #4 - If yes:

A. How much are the fees and to what information are they applied?

Treasurers

Search fees ranged from \$.35 to \$.50 per page. In one case a variable fee was charged depending on the amount of search the information required. Another response said that \$5.00 per search was charged. (E.g. for a credit company requesting all tax and vehicle information for a person or company.) Another response indicated that a minimum of \$3.00 was charged for tax search information.

A couple of responses said that fees ranged from \$1.50 to \$2.00 per parcel on tax searches for loan companies.

Other offices indicated a range of fees of \$.25 to \$.50 per legal description for mortgage companies to search for delinquent real estate taxes.

Copy fees varied with the cost ranging \$.25, \$.50 and \$1.00 per copy. One respondent said the charge was determined by paper size (\$.25 - \$.50 per copy).

\$1.00 per tax statement

Actual cost of report(s)

Tax roll by computer printout - \$1.00 per page or 3 cents a parcel, whichever is less.

Microfilm duplication - \$15.00/roll and microfilm duplication jacketed - \$25.00/month

\$1.00 per copy for MV registration information

Douglas County - real property information is available through a system called "CPAN" available to anyone. CPAN is administered by Douglas County Information Services.

Several responses noted that information going out of their office is minimal.

Registers of Deeds

Fees varied from \$.25 to \$.50 per copy. One office said that it charged \$.15 per copy if the individual did his or her own photocopying and research. Other responses were that photocopies are \$.35 each, if no research is needed; \$1.00 per page for instruments requiring research; and \$.25 for a copy and \$1.00 if it is faxed (the \$1.00 covers postage and handling).

If the request is for a specific book and page, the charge is only for copies and/or fax, if applicable. Copies \$.25 page, fax \$1.50 + \$.25 page after first page. If they do not have book and page numbers, the charge is \$2.00 per page (employee time to look up the information) + \$1.00 to \$1.50 mailing charge, if applicable.

Certified copies were \$1.50 to \$5.00, depending on document

\$1.00 a copy (old bound books)

One office said that voter information on computer disk is \$.01 per name. Another said that copies of voter registration cost \$1.00 per page, \$.01 cent per name.

EFS searches ranged from \$1.00 to \$2.50 per name; UCC lien searches ranged \$1.00 to \$3.50 per name. Fax charges were additional, if applicable. Another office indicated that a "corporate" charge was \$1.00 per name.

A couple of offices mentioned phone searches costing \$1.00.

Several responses listed a \$5.00 fee for certified marriage licenses.

One office simply said that the fee "depends on what it is".

A few offices provided only information regarding faxing copies. The fees ranged from \$1.00 to \$2.00 per page.

One office said it charged \$.25 per page for genealogy searches.

One office said it charged "\$6.00 per page or portion thereof".

County Clerks

UCC searches fees ranged from \$1.00 per page to \$3.50 per debtor name. EFS searches were \$2.50 per debtor name.

Certified copy fees were \$4.00.

Fees for copies of certified marriage licenses ranged from \$1.00 to \$5.00.

Phone searches were \$1.00.

Copies, in general, ranged from \$.20 to \$.25 per page.

Other fees listed by various offices were \$.03 per name for voter registration; \$1.00 per document.

Cities

Photo copy fees ranged from \$.05 to \$.25 per page or computer printout.

Copies of maps were said to be charged at cost.

City code books plus updates - \$100.00

Special study copies - cost to produce

Fax copies - actual cost

B. Under what statutory authority, ordinance or other policy authority are these fees established?

Treasurers

County Board authorization/resolution

State statutes

Office policy; charges required because of time involved; office policy because of time spent and paper used

Coordinate fees within the area

Auditors Office said they could charge for photocopying

Registers of Deeds

Office policy

Photocopy fees are established by office policy, whereas certified copy fees and lien search fees are established by statute

Policy established by the Panhandle Counties

County Board of Commissioners gave approval or adopted a resolution setting these fees

Copy charged pursuant to statute

One office said that copy fees not set by statute are explained to the public as being required because public records are open for them to come and use and if they want to spend county employee time to look up information they will have to pay a fee.

Nebraska Association of County Officials rules

State statutes or federal laws

UCC Code, §9-402, §9-411, §33-109, §33-110, §33-113, § 33-126.04,
§51-1317(4), §52-1316(1)

LB 590, 1997

County Clerks

LB 590, 1997

State statutes

Office Policy

Cities

City Council Resolution

See Appendix B - Resolution adopted by the Mayor and City Council of Grand Island

Sec. 2.12.140 LMC

City code, Section 2-161 and state statute, §84-712, by implication

Office policy

Question #5 - Does your office provide electronic access/distribution of government information to those outside government?

Yes - Treasurers - 9
 Registers of Deeds - 15
 County Clerks - 3
 Cities - 4

No - Treasurers - 40
 Registers of Deeds - 35
 County Clerks - 8
 Cities - 9

No answer - Register of Deeds - 1

Question #6 - Does your office plan to begin providing or expanding current electronic access/distribution to those outside government in the next three years?

Yes - Treasurers - 5
 Registers of Deeds - 5
 County Clerks - 0
 Cities - 7

No - Treasurers - 43
 Registers of Deeds - 44*
 County Clerks - 11
 Cities - 5

No answer - Treasurer - 1
 Registers of Deeds - 2

Not sure - City - 1

Question #7 - Some political subdivisions get assistance from other entities, both private and public, to provide information electronically. Does your office have an agreement with another entity?

Treasurers

Only two offices listed outside entities that provide them with assistance: Rock County - Dan Stout, Northwest Data (1-800-625-5017); and Buffalo County - A Nebraska Imaging Co., Inc. (1-308-236-7205)

Adams County noted that the only electronically transmitted information obtainable from

Register of Deeds records are those entered on the State indexing computer, overseen by the Secretary of State for UCC, State & Federal lien filings, and EFS filings.

Registers of Deeds

None

County Clerks

None

Cities

Kearney - uses Kearney FreeNet at no charge for bulletin board services, read only format.

Hastings - contracts with a private firm to post their information on the WWW.

Lincoln - provides information to the City's Information Services Division for access to LincNet.

Question #8 - What information is available electronically through you system?

Treasurers

Real Estate Tax information via Caps available to title researchers and real estate personnel

Property valuations

Motor vehicle/drivers license information

Real Estate and Personal Property Accounting Program

Real Estate, personal property, special assessment records.

One office (Adams County) said that records indexed into the Register of Deeds computer system would be available as public record to be transmitted electronically if the statute allowed. All filings pertaining to land indices, grantor/grantee indices, plats, liens, deeds, mortgages, etc.

Registers of Deeds

State & Federal Tax liens

GIS (in the future)

Grantor and Grantee Index

Images of recorded documents

County Clerks

Title information - name, address, vehicle information liens (UCC, EFS, Misc.)

Cities

Elkhorn (via a website) - basic information on the City is provided, such as population, city officials, office hours, and basic descriptions of City Departments.

Hastings (via a website) - general information about City, elected officials and staff name, address, phone and e-mail address. Names of Boards and Commission members, meeting dates & times.

Kearney - City Council agenda, ordinances, resolutions, general information, (hours, facility, location, etc.).

Question # 9 - Is access to any of this information restricted for reasons such as confidentiality?

Treasurers

DMV/DL based on Records Disclosure Act

Two other offices said yes. No specifics were provided.

Registers of Deeds

Only one office said yes to this question. No specifics were given.

County Clerks

Only one office said yes to this question. No specifics were given.

Cities

One city commented that access to legal files, details of ongoing negotiations, personnel records, etc., would be restricted if put on the system.

Question #10 - If yes, have security measures been taken to prevent unauthorized access?

Treasurers

Motor vehicle licenses, driver licenses, are privacy protected on request.

Two other offices said yes. No specifics were provided.

Registers of Deeds

Only one office said yes to this question. No specifics were given.

County Clerks

Only one office said yes to this question. No specifics were given.

Cities

Only one office said yes to this question. No specifics were given.

Question #11 **What services or features are offered for electronic access/distribution of your office's information, such as a graphical user interface, search engine, information formatting, etc.?**

Treasurers

Lancaster County - magnetic tape, cartridge, various reports and web page on the Internet.

Registers of Deeds

One office said that it was in the process of providing for remote access to indexes of legal descriptions and images of documents.

One office said text interface .

County Clerks

None

Cities

Grand Island - services now under development include an Intranet with access to the City Code, personnel rules, current budget and accounting information, and GIS base map, including addressing, plat maps, ownership's and aerial photos. All access is via graphical user interface via Microsoft Internet Explorer 4.0. Formatting includes table of contents access, search access and specialized access features for the GIS.

Question #12**Comments**

*Adams County (in response to Question 6) - Yes, if in the future the population clause is stricken to allow counties with a population of less than 100,000 to allow access to public records via modem and charge a reasonable fee to recoup the expense of providing the "on-line" service. Without the possibility of recovering cost from the special interest groups that request this service it would not be feasible to expend for servers, modems, dedicated telephone lines, etc., for access.

All Douglas County Treasurer electronic information currently available is administered by Douglas County Information Services.

Tax information/formats may change based on whatever new system is obtained.

From a Register of Deeds office - Many out of county attorneys request information by phone that actually becomes an oral abstract of the property. This is particularly true if the county is small and some distance away. One attorney told us it was cheaper for him to call and get the information by phone with copies sent by mail than to send someone down to research for him. There is no provision for a fee in such situations. We have told them we do not have time for this but they continue to call. We are willing to provide basic information, but will not do any detailed searching unless there is a mechanism which would allow us to recoup costs for the time spent. The attorney who is tying us up on the phone will charge a regular rate to the customer for the information he receives for little or nothing from us.

Dodge County - I am currently scanning and coding to provide information through Internet technology so when the statute changes I can charge for this access. At this point and time, I will not do this unless I can charge, plus there are a few bugs I need to work out of the system. Some counties charge per month fee for remote access and pull in additional income for their county to keep up on the newest technology or at least hire a programmer... which we need to do.

Pierce County - Sometimes I hesitate to fill out these surveys as I do not want to send any more money to the State from the Counties. When I hear the State talk about all the surplus money they have, it makes me a little upset as we send a lot of money each month to the state that could be used here in reserve and not have to raise more property taxes. A lot of our people, young families, are on a fixed income and the general public has to struggle to make ends meet and every year it gets worse. Why can't something be done. I see some of the waste, but one person cannot do it alone. I dread the thought of what my grandchildren will have to pay for taxes at the rate it is going. I love the State of Nebraska and would like to keep it an affordable place to live. Thanks for your time.

LaVista - is currently in the process of studying the electronic access issue - no real determinations have been made at this point.

Nebraska City - In the near future they hope to update their computers so they can put the minutes on the Internet.

Adams County - has not proceeded to that level as the statute does not allow them to offer electronic access to date. Many hurdles would be crossed and safety measures to insure that Adams County records could not be tampered with.

Grand Island - is now implementing a Microcomputer Network and Intranet within City Hall. The current contract provides for access to be extended to city government field departments by dial-in access. Any general public access is at least a year away and details of such access have not been discussed in any detail yet.

SURVEY

Task Force on Electronic Access to State Government Information

Purpose

The Task Force on Electronic Access to State Government Information, created by LB 590 this year, is charged with making recommendations to the Legislature regarding policies to govern electronic access and the distribution of government information. This survey is intended to gather information about current practices by county [municipal] government offices.

For purposes of this survey, we are interested in electronic access and distribution of information to those outside other government offices. Electronic exchange of information between agencies of government, including political subdivision, as well as state and federal agencies, do not need to be addressed in this survey.

This information will be used to guide the Task Force deliberations, culminating in a report to the Legislature by December 1, 1997. Please return the completed survey to Senator George Coordsen, State Capitol, District 32, Lincoln, NE 68509 or fax it to 402-471-2126 by Monday, November 3, 1997. Thank you for your cooperation.

Instructions

Where possible, questions have been formatted as "yes" or "no" questions. Please circle the appropriate response to those questions. In some cases, you will be directed to skip certain questions depending on whether your response is "yes" or "no." Please answer all questions as thoroughly as possible. You may use additional paper, if necessary.

Questions

1. County [City]:
2. Contact Person:
Phone:
E-Mail:
3. Does your office charge a fee for access to or distribution of any government information, regardless of form (electronic, paper, etc.)? (Please circle Yes or No)
4. If yes:
 - A. How much are the fees and to what information are they applied?
 - B. Under what statutory authority, ordinance or other policy authority are these fees established?
5. Does your office provide electronic access/distribution of government information to those outside government? (Please circle Yes or No)
6. Does your office plan to begin providing or expanding current electronic access/distribution to those outside government in the next three years? (Please circle Yes or No)

If **yes**, please answer the remaining questions.

If **no**, you do not need to answer any further questions. Please return the questionnaire, though.

NOTE: PLEASE ANSWER THE FOLLOWING QUESTIONS TO REFLECT BOTH CURRENT AND PLANNED ACTIVITY.

7. Some political subdivisions get assistance from other entities, both private and public, to provide information electronically. Does your office have an agreement with another entity? If so, please provide a name and telephone number so that we can contact them for further information, if necessary.

8. What information is available electronically through you system?

9. Is access to any of this information restricted for reasons such as confidentiality? (Please circle Yes or No)
10. If yes, have security measures been taken to prevent unauthorized access?
(Please circle Yes or No)
11. What services or features are offered for electronic access/distribution of your office's information, such as a graphical user interface, search engine, information formatting, etc.?

12. More comments

THANK YOU!!

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following policy shall govern the charges for the search and reproduction of public documents by all departments and divisions of the City of Grand Island.

1: The provision of copies to the public in the course of ordinary departmental transactions with City government shall be done free of charge. City departments shall have the flexibility to determine what constitutes a reasonable number of copies to be provided free of charge and what constitutes an ordinary business transaction within its department.

2: Copies of city council meeting agendas shall be provided free of charge.

3: Portions of the city council meeting agenda packets shall be provided free of charge upon request to parties having an interest in a particular agenda item. General distribution of the packets shall be done on a fee basis. Copies of the complete packet shall be made available for public review. The media shall be provided with copies of all city council packet materials to facilitate the provision of information to the public.

The search and reproduction of public documents which involves significant or extensive staff research, search, or reproduction, shall be done on a fee for service basis, including staff time.

5: Standard reproduction charges shall be as follows:

Standard document reproduction	\$0.10 per page
Fire Incident Reports issued by the Fire Department	\$3.00 per report
Annual subscriptions to monthly Building Activity Report issued by the Building Inspection Department	\$60.00 per annum
Police Incident Reports issued by the Police Department	\$1.25 per page
Annual Budget Documents issued by the Finance Department	\$5.00
Alcohol Test Reports issued by the Police Department	\$27.50 per report
Records Check Reports issued by the Police Department	\$5.50 per search

Moved by Councilmember WIT

Seconded by Councilmember MURRAY

Roll call vote: "Yes": HUTCHINSON, WIT, MURRAY, JOHNSON, NEAL, FEASTER,

SEIFERT, SORENSEN, SHAFER AND KUZMA

"No": NONE

Greg: Let me know if this is OK or if changes are needed. Bill

Amendments to the December 1, 1997, version of the proposed contract for network manager services, adopted by the State Records Board on December 1, 1997 (stricken language shown as ~~stricken~~ and added language shown as underlined):

1st Stenberg amendment:

Amend page 10, item b., to read as follows:

b. NSRB will receive 4.5% of Gross Profit (Gross Revenue less ~~Cost of Revenue~~ Internet and 800 service costs and amounts remitted to state agencies other than the NSRB) of the first \$89,900 and 2.0% on any Gross Profit over that amount, computed and payable monthly.

2nd Stenberg amendment:

Amend page 10, item c., to read as follows:

c. NII shall be entitled to retain all revenue generated from subscription fees, and connect time charges, and shall be paid the revenue generated from electronic access fees and any other mutually agreed upon service provided through the network for currently existing services, after payment of the fees specified in ~~the respective DP/CE agreements,~~ payments specified in paragraph b. above, and all other network operating costs. Revenue from electronic access fees for new services shall be divided as agreed upon at the time the NSRB approves the fees for services.

3rd Stenberg amendment:

Amend page 15, section 16., second paragraph, to read as follows:

NSRB may terminate this Contract at any time and without cause if directed to do so by statute; if there is a substantial cessation of Network services by NII; failure of appropriation by the Legislature as found in section 5.6 of the RFP (SCA-0099); or if there is a repeal of the NSRB enabling statutes unless other statutory provisions allow continuation of the Network.

1st Luth amendment:

To section 9., add the following new paragraph:

On an annual basis, NII will provide audited financial statements to the NSRB.