

**INTERAGENCY AGREEMENT**

**BETWEEN**

**NEBRASKA STATE RECORDS BOARD**

**AND**

**OFFICE OF THE CHIEF INFORMATION OFFICER**

**REGARDING ENTERPRISE WIDE FUNDING REQUESTS**

This Interagency Agreement (“Agreement”) is made between the Nebraska State Records Board (“Board”) and the Office of the Chief Information Officer (“OCIO”), hereinafter referred to as the parties. In accordance with the following terms, conditions, and provisions, the parties agree as follows.

1. Background. The Board develops and maintains the portal for providing electronic access to public records or electronic information and services, provides oversight of a portal manager, sets reasonable fees for electronic access to public records or electronic information and services, and enters into agreements regarding the management of the portal to provide electronic access to public records or electronic information and services. The Board currently provides electronic access to public records or electronic information and services through a third-party vendor, Nebraska Interactive, LLC (Portal Manager).

The OCIO is responsible for providing information technology services and support to Nebraska state government agencies and other entities. The OCIO maintains a state network where state systems and data are maintained.

The Board and the OCIO wish to enter into an agreement to specify the procedure for requesting fees related to enterprise wide electronic access or electronic information and services the OCIO wishes to provide to the State.

2. Term of Agreement. This agreement shall commence on April 1, 2016 and shall terminate on March 31, 2019 unless sooner terminated in accordance with this Agreement. This Agreement may be amended, renewed, or extended upon the mutual written agreement of both parties.
3. Project Funding. On a case by case basis, the OCIO may seek funding from the Board for enterprise wide electronic access or electronic information and services projects. Any such requests shall be submitted to the Board for review and consideration through a statement of work that includes detailed project information including OCIO rates and charges, project budget, and timeline information. Any statement of work which is approved by the Board will be considered an Addendum to this agreement (hereinafter referred to as an “Approved SOW”).

4. Terms of Payment. The Board agrees to pay OCIO for work performed pursuant to an Approved SOW up to but not exceeding the project budget amount set forth in an Approved SOW. At the end of each calendar month, OCIO shall submit to the Board an accurate and detailed invoice showing the dates and hours worked on an Approved SOW. The Board shall review the invoice and if the invoice properly reflects the performance of duties pursuant to an Approved SOW and does not exceed the project budget, the Board shall approve the invoice for payment. Payment shall be made promptly upon approval.
5. Termination. Either party may terminate this Agreement for any reason by giving 30 days prior written notice to the other of its intent to terminate this Agreement.
6. Entire Agreement. This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by both parties.
7. Notices. Any notice given in connection with this Agreement shall be given in writing and delivered by interagency mail, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change to the other party in writing.

If to OCIO:        Nebraska Office of the Chief Information Officer  
                          Ed Toner  
                          501 S. 14<sup>th</sup> Street  
                          Lincoln, NE 68508

If to Board:        Nebraska Secretary of State  
                          John A. Gale  
                          1445 K Street, Suite 2300  
                          Lincoln, NE 68509

8. No Authority to Bind. Neither party has the authority to enter into contracts or agreements on behalf of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

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John A. Gale  
 Nebraska Secretary of State  
 Chair, Nebraska State Records Board  
 1445 K Street, Suite 2300  
 Lincoln, NE 68509

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Date

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Ed Toner  
Chief Information Officer  
501 S. 14<sup>th</sup> Street  
Lincoln, NE 68508

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Date