

NEBRASKA  
STATE RECORDS  
BOARD

2<sup>ND</sup> FLOOR  
CONFERENCE ROOM

1201 N STREET

July 27, 2023

9:00 A.M.

\*\*\* Proof of Publication \*\*\*

State of Indiana )  
Lake County ) SS.

NE SECRETARY OF STATE  
RECORDS MANAGEMENT DIVISION  
3242 Salt Creek Cir  
LINCOLN, NE 68504

ORDER NUMBER 1161785

**NOTICE OF PUBLIC MEETING**

Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for July 27, 2023, at 9:00 AM, and will be held at the 1201 N St 2nd Floor Conference Room, Lincoln, NE.

At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410.

An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at [staterrecords-board.nebraska.gov](http://staterrecords-board.nebraska.gov). If auxiliary aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.

1161785 6/28 ZNEZ

The undersigned, being first duly sworn, deposes and says that she/he is a Clerk of the Lincoln Journal Star, legal newspaper printed, published and having a general circulation in the County of Lancaster and State of Nebraska, and that the attached printed notice was published in said newspaper and that said newspaper is the legal newspaper under the statutes of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Clerk of the Lincoln Journal Star

Signature *A. Smith* Date 6/30/23

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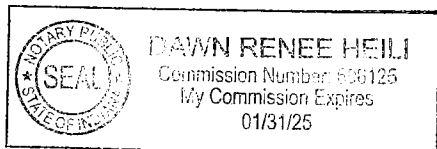
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FILED ON: 6/30/2023

Subscribed in my presence and sworn to before me on

June 30, 20 23

*Dawn Renee Heili* Notary Public



ORGANIZATION  
Nebraska State Records Board

ACTIVITY  
Meeting

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DATE OF ACTIVITY  
07/27/2023

TIME OF ACTIVITY  
9:00 AM Central

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LOCATION  
1201 N Street 2nd Floor Conference  
room

DETAILS  
Quarterly meeting

MEETING AGENDA  
<https://staterecordsboard.nebraska.gov/>

MEETING MATERIALS  
<https://staterecordsboard.nebraska.gov/>

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NAME  
Libby Elder

EMAIL  
[libby.elder@nebraska.gov](mailto:libby.elder@nebraska.gov)

ADDRESS  
1201 N Street Ste 103  
Lincoln, NE 68508

AGENCY WEBSITE  
<https://staterecordsboard.nebraska.gov/>

TELEPHONE  
(402) 471-2745

# NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2<sup>nd</sup> Floor Conference Room

July 27, 2023, 9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES  
**Action Item:** Approval of March 30, 2023, Meeting Minutes
6. APPROVAL OF FINANCIAL REPORT  
**Action Item:** Approval of March 30, 2023, Cash Fund Balance Report
7. PUBLIC COMMENT
8. OLD BUSINESS  
**Action Item:** Nebraska State Patrol – Statement of Work
9. TECHNICAL INFRASTRUCTURE UPGRADES
  - a) **Non-Action Item:** Review Progress Reports
  - b) **Non-Action Item:** Tyler Technologies, Inc. presentation – Entellitrak & Engagement Builder
10. NEW BUSINESS
  - a) **Action Item:** Sixth Amendment to Master Contract – Cloud Services
    1. Application Platform, powered by Entellitrack
    2. Engagement Builder (also known as AccessGov)
  - b) **Action Item:** Waiver of Master Contract Insurance Requirements for Nebraska Interactive, LLC dba Tyler Nebraska's proposed subcontractor – Dogwood Media
  - c) **Action Item:** Tyler Technologies, Inc. NASPO Contract
11. REPORT FROM NSRB GRANT REVIEW SUBCOMMITTEE
  - a) **Action Item:** Approve in concept the drafting of a memorandum of understanding to engage the services of the OCIO
12. EXECUTIVE DIRECTOR'S REPORT
  - a) REVIEW OF TEMPLATE AGREEMENTS  
(Signed by Chairperson Evnen pursuant to Board authority)
    1. **Non-Action Item:** EGSLA – City of Auburn, City of Bloomfield, Village of Brownville, Dawson County, City of Wood River
    2. **Non-Action Item:** PayPort – City of Auburn, City of Yutan, Dawson County (revised)
    3. **Non-Action Item:** Citizen Payment Processing – City of Wood River
    4. **Non-Action Item:** Termination Agreements – State Historical Society, Village of Lodgepole
    5. **Non-Action Item:** Revised Addendum – Department of Motor Vehicles (Addendum 15)
  - b) REVIEW OF PROJECT STATUS REPORTS

## NEBRASKA STATE RECORDS BOARD AGENDA

- c) ERNST & YOUNG LLP AUDIT FOR NEBRASKA INTERACTIVE – YEARS ENDED DECEMBER 31, 2022 AND 2021 – Refer to Finances Review Committee

### 13. NEBRASKA INTERACTIVE REPORTS

- a) **Action Item:** Review April 20, 2023 network outage and determine whether to assess a penalty to Tyler Nebraska
- b) **Action Item:** Approve Project Priority Report
- c) **Non-Action Item:** General Manager's Report

### 14. DATE FOR NEXT MEETING

TBD – September/October 2023

LOCATION: 1221 N Street, 2<sup>nd</sup> Floor Conference Room

### 15. ADJOURNMENT



## NEBRASKA STATE RECORDS BOARD

### MINUTES

#### Meeting of March 30, 2023

**Agenda Item 1. CALL TO ORDER, ROLL CALL.** The meeting of the Nebraska State Records Board (“NSRB”) was called to order by Chairperson Robert B. Evnen at 9:03 a.m. on March 30, 2023.

A Roll Call was taken. The following NSRB members were present:

Robert Evnen, Secretary of State, State Records Administrator and Chairperson  
Lt. Governor Joe Kelly, representing the Governor  
Jason Jackson, Director of Administrative Services  
Josh Shasserre, representing the Attorney General  
Mike Foley, Auditor of Public Accounts  
Jason Walters, representing the State Treasurer  
David Richards, representing the Libraries  
Walter Weir, representing the General Public

Absent:

Cody Gerlach, representing the Media

Vacant member positions:

Representative the Banking Industry  
Representative the Legal Profession  
Representative the Insurance Industry

Staff in attendance:

Libby Elder, Executive Director, NSRB  
Tracy Marshall, Recording Clerk  
Colleen Byelick, Chief Deputy Secretary of State and General Counsel

Other Attendees

Casey Tribolet, Administrative Office of the Courts (“AOC”)  
Kelsey Remmers, Nebraska State Patrol (“NSP”)  
Daniel McEowen, NSP

**Agenda Item 2. ANNOUNCEMENT OF OPEN MEETINGS ACT.** The Chairperson announced that in accordance with the Nebraska Open Meetings Act, reproducible written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act were located to the left of the Chairperson or to the right of the public seating area.

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on March 8, 2023, and on the State’s public meeting calendar website. The public notice and proof of publication relating to the meeting would be made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.** The Chairperson brought the NSRB’s attention to the adoption of the agenda. Mr. Foley moved to approve the agenda as presented. Mr. Jackson seconded the motion. There was no further discussion.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.** The Chairperson asked for a motion to approve the minutes of the December 13, 2022, meeting. Mr. Foley moved to approve the minutes as presented. Mr. Weir seconded the motion. There was discussion regarding Mr. Weir’s request at the December meeting to see a report from Nebraska Interactive, LLC dba Tyler Nebraska (“Tyler Nebraska”) regarding future management of upgrades, and that Mr. Weir’s had not yet received the report. There was no further discussion.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

**Agenda Item 6. APPROVAL OF FINANCIAL REPORT.** Libby Elder, Executive Director for the NSRB provided a summary of the December 30, 2022, Cash Fund Balance Report. Mr. Jackson moved to approve the financial report. Mr. Richards seconded the motion. There was no further discussion.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

**Agenda Item 7. PUBLIC COMMENT.** The Chairperson asked if anyone wished to provide public comment to the NSRB. No member of the public indicated a desire to provide public comment.

**Agenda Item 8. EXECUTIVE DIRECTOR’S REPORT.**

**Agenda Item 8.a. Review of Template Agreements:** Ms. Elder provided a list of agreements signed pursuant to NSRB authority, including Electronic Government Service Level Agreements, PayPort Addendums, and a Termination Agreement.

**Agenda Item 8.b. Review of Project Status Report:** Ms. Elder presented information related to the status of various active projects based upon feedback from local government partners, including Antelope County and the AOC.

**Agenda Item 8.c. Update on NSRB Grant Program:** Ms. Elder stated that the NSRB has statutory authority to provide grants to state and local agencies for development of programs and technology to improve electronic access to public records or electronic information. The program was suspended in September of 2016 due to state revenue shortfalls. At the December 13, 2022, NSRB meeting, a resolution to resume the NSRB grant program was approved.

Ms. Elder stated that a subcommittee has been established. Draft materials have been assembled, including grant guidelines, a grant application, and a draft grant agreement. These materials, when finalized by the subcommittee, would be brought before the NSRB for review and approval. There was discussion regarding the types of prior grant projects.

**Agenda Item 9. NEW BUSINESS**

**Agenda Item 9.a. Approve Department of Motor Vehicles – Revised Addendum 15:** Ms. Elder stated that there was a draft summary document and Revised Addendum 15 in the NSRB meeting materials, along with a letter from Director Lahm explaining the request for this revision to Addendum 15.

Ms. Elder stated that Tyler Nebraska began processing renewals of fleet vehicles for the Department of Motor Vehicles pursuant to Addendum 15, after approval at the September 18, 2019, NSRB meeting. Owners of fleet vehicles are those that have between 25 and 2,500 vehicles. This service provides the opportunity for owners with a fleet of vehicles to renew all their vehicles in one group, instead of individually. The Revised Addendum 15 adds credit card as a payment option with 2.49% as the portal fee, which is the standard credit card fee under other template addendums.

Mr. Foley moved to approve the Revised Addendum 15, and Mr. Jackson seconded the motion. There was no further discussion.

Voting For:	Evnen	Shasserre	Foley	Jackson
	Walters	Richards	Weir	Kelly

Voting Against: None

Absent: Gerlach

The motion carried.



**Agenda Item 9.b. Approve Nebraska State Patrol – Statement of Work:** Ms. Elder stated that there was a draft statement of work (“SOW”) with the NSP in the NSRB materials, and that there were some representatives of the NSP to present to provide additional information, if needed.

The NSP receives annual grant funding through the Department of Justice, and they have been using the services of Tyler Nebraska on various projects for NSP and the AOC under two current statements of work. One is for collection of felony conviction data to be delivered to the National Instant Criminal Background Check System (“NICS”), signed in February of 2020. The other is for collection of Misdemeanor Crimes of Domestic Violence data, also for delivery to NICS, which was signed in July of 2019.

Ms. Elder explained that NSP’s recent federal grants from the Department of Justice include the NICS Act Record Improvement Program (“NARIP”) grant and the National Criminal History Improvement Program (“NCHIP”) grant. These grants provide for continuing the work being done by Tyler Nebraska using dedicated personnel to ensure expedient completion of work under the grant.

These 2 grants provide for funding 7 full-time positions at Tyler Nebraska (5 full-time developers, 1 full-time project manager and 1 full-time quality analyst). The project manager, quality analyst, and 2 of the 5 developers work on projects under both grants, and 3 developers are dedicated solely to NCHIP grant work.

The SOW is being proposed to allow funding these 7 full-time positions at a lower hourly rate, instead of performing work at the time and materials rates in the NSRB Master Contract. There is also an attachment with some terms and conditions applicable to the NSP’s federal grant funding.

There was discussion regarding the Nebraska JUSTICE system and whether Tyler Nebraska created the JUSTICE system. Tyler Nebraska did not create the JUSTICE system but does work that integrates with the JUSTICE system.

The SOW addresses how data in the JUSTICE system passes through to the NSP for federal reporting, and Tyler Nebraska will not be working directly in the JUSTICE system itself, but will be improving the interfaces that connect to the JUSTICE system, in pursuit of the grant objectives.

There was discussion regarding the project being funded entirely with federal dollars. Mr. Foley asked whether there were any federal bidding requirements. Ms. Remmers indicated that the federal grant does have some requirements; however, they would like to use the statewide contract in place with Tyler Nebraska, as Tyler Nebraska built and maintains the applications that integrate with the JUSTICE system. Upon further inquiry from Mr. Foley, Ms. Remmers indicated that she could obtain additional information from the NSP legal department.

Mr. Foley indicated that the SOW provides for funding in the amount of \$900,000 to Tyler Nebraska with a 5 percent escalator and asked how many years the project will continue. Ms. Remmers indicated that it will be a multi-year project; however, the duration will depend on how quickly progress is made.

Mr. Foley indicated that he was not comfortable with the project, as there are unanswered questions, and he would not be voting for it.

Mr. Sloan stated that the NSP reapplies for grant funding each year. Ms. Remmers indicated that the NSP can apply annually or every 2 years. The NSP prefers to apply for such grant funding annually.

Ms. Elder stated that Section 4.4 of the Statement of Work provides term language that ties the term to the duration of the NSP grant funding, but the term cannot exceed the duration of the State's Master Contract with Tyler Nebraska.

Chairperson stated that to continue this project, the NSP will have to reapply to its federal grantor. Ms. Remmers indicated that is correct.

Mr. Foley stated that this project is too open ended to write checks to Tyler Nebraska for \$900,000 a year, with a five percent escalator, for an unlimited number of years, and he is not comfortable with it.

There was discussion regarding Attachment A, which is incorporated into the SOW in 4.11.

Ms. Remmers stated that NSP applies for the grants on an annual basis, but it is difficult to put a term on completion of the work. The modernization of the AOC database is complex, and the NSP is dedicated to seeing those projects through to completion.

Mr. Foley stated that if funding does not continue, the projects may stop before work is completed. The Chairperson asked if NSP is doing work that is discrete in each year. Ms. Remmers stated that these grants cover a variety of things at the NSP, and this work is only one piece of the use of grant funding, and NSP has been applying for NCHIP since pre-2010 and NARIP since pre-2012.

There was discussion regarding whether the Auditor has ever made any inquiry of the disposition of these funds by the NSP. Ms. Remmers indicated that the NSP gets audited. The Chairperson asked whether the Auditor has articulated any objections to how the NSP has been spending the money. Ms. Remmers indicated they had not.

Mr. Weir asked technical questions regarding the project and indicated that there does not appear to be enough specificity in the SOW about the work or projects that will be done with the grant funding. Ms. Remmers indicated that some of the specificity comes from what the grants require. NCHIP is about the betterment of criminal history records nationwide. NARIP is about the betterment of firearm background checks nationwide.

Ms. Remmers indicated that the long-term goal is to have an upgraded court database, and the NSP is reviewing how to fund this outside of federal grant funding. There are many good things that come from having updated court records.

Mr. Weir asked what other court modernization projects have cost, and how long they have taken. The information was not known.

The Chairperson indicated that under the SOW, the NSP is solely responsible for overseeing the work and the terms of the grant.

Mr. Foley stated that in his 16 years on the NSRB, he has never seen a SOW of this magnitude. He asked if the SOW is not approved, what would be the effect of waiting until the next NSRB meeting so that they could dig deeper into it. Ms. Remmers stated that it would potentially delay progress on the

grant projects.

Mr. Hoffman indicated that NSP is about \$400,000 behind in paying Tyler Nebraska because there is no mechanism for payment. Mr. Sloan added that there are the 2 existing SOWs, and Tyler Nebraska had been doing work. Mr. Sloan indicated that Tyler Nebraska is 2-3 months behind on getting paid. Until recently, lines were being added to the Master Contract through the SOWs that were previously signed.

Ms. Remmers stated that they were paying under the MCDV SOW, and that is how the partnership with Tyler Nebraska started. The grants are very heavily suited to assisting the AOC. So, NSP reached out to AOC to say there are funds to help AOC. AOC indicated that they needed a team at Tyler Nebraska to move forward. NSP did not understand the intricacies of the Master Contract. NSP did not understand that when they began paying for a team at Tyler Nebraska that they were not in line with the Master Contract.

Upon inquiry from the Chairperson, Ms. Elder indicated that Tyler Nebraska referred on a few occasions to having received a grant. More recently, they made Ms. Elder aware of the arrangement in a meeting with NSP at Tyler Nebraska's offices, where it became clear that Tyler Nebraska is a contractor of NSP, not a grant recipient. It was discussed that if they want to use Tyler Nebraska for this work, and pay for entire positions, which is different than the Master Contract, a Statement of Work could be prepared for review by the NSRB. Ms. Elder explained that the rates in the draft SOW are lower than those in the Master Contract, and the Master Contract indicates that time and materials rates are "not to exceed" rates.

The Chairperson asked who prepared the SOW. Ms. Elder indicated that the initial draft was prepared by Tyler Nebraska, and that she worked with NSP to get requirements relating to NSP's grant funding to add to the SOW.

Ms. Remmers indicated that the Master Contract is set up as time and materials, but this project is not time and materials; however, since the Master Contract is in place, NSP Purchasing has indicated that the Master Contract should be used.

Mr. Foley asked what rates have been paid, and Ms. Remmers indicated they have been paying the lower rates.

Mr. Jackson stated that the main reason that the NSRB is reviewing this matter is that rather than doing a Request for Proposal, the NSP wants to use the NSRB Master Contract. Ms. Remmers indicated that Tyler Nebraska has been doing work for NSP and the AOC for a number of years, and using the Master Contract meets the objectives of the parties.

Ms. Elder stated that if NSP wants to use the Master Contract, they need to have a SOW in place and this draft SOW has differences from the template SOW, which requires NSRB review and approval.

Mr. Kelly made the motion to approve the Nebraska State Patrol – Statement of Work. Mr. Richards seconded the motion.

Mr. Jackson stated that he believes NSP should issue a Request for Proposal. Mr. Foley indicated that based on what he had heard, his team will take a look at this.

Mr. Foley made a motion to table the Statement of Work to the next meeting. The motion was seconded by Mr. Shasserre.

Voting For:	Evnen	Shasserre	Foley	Jackson
	Walters	Richards	Weir	Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

There was discussion regarding what information needs to be provided at the next meeting to allow the members to be fully informed on this matter. The following items were mentioned: (1) time horizon; (2) total anticipated spend; (3) totality of the project; (4) specificity of the work, including that which is applicable to the AOC and to the NSP; (5) contractual remedies available; (6) procurement requirements under the grant; (7) rationale for not competitively bidding; and (8) understanding of the impact of this work as it relates to criminal history information and public safety.

The Chairperson requested that the NSP provide this information in advance and give the NSRB at least 30 days to review this information prior to the NSRB meeting.

**Agenda Item 10. TECHNICAL INFRASTRUCTURE UPGRADES**

**Agenda Item 10.a. Review Progress Report**

Ms. Elder reported on the Grails and Drupal progress as shown on the progress reports.

**Agenda Item 10.b. Authorize Action by Chair Regarding Technical Infrastructure Upgrades (Closed Session).** Mr. Jackson made a motion to go into closed session for the limited purpose of discussion of authorizing action by Chairperson regarding Technical Infrastructure Upgrades. The motion for closed session was seconded by Mr. Weir.

Chairperson Evnen restated the motion to go into closed session. The NSRB went into closed session at 10:18 a.m.

Voting For:	Evnen	Shasserre	Foley	Jackson
	Walters	Richards	Weir	Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

At 11:15 a.m., Mr. Jackson moved that the NSRB reconvene in open session having completed discussion of authorizing action by the Chairperson regarding Technical Infrastructure Upgrades. The motion was seconded by Mr. Weir.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

Mr. Foley made a motion that the NSRB, working in concert with the Department of Administrative Services, publish a Request for Information (“RFI”) to explore what companies might be interested in doing work with the NSRB in development of electronic government services applications. Mr. Walters seconded the motion.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

*A break was taken from 11:20 – 11:37 a.m.*

**Agenda Item 11. NEBRASKA INTERACTIVE REPORTS**

**Agenda Item 11.a.** Nebraska Interactive, LLC, Project Priority Report: Mr. Sloan addressed Mr. Weir’s prior question about management of future maintenance. Tyler Nebraska prepared a report, which has been provided to Ms. Elder.

Mr. Sloan presented the Project Priority Report and provided a summary of several projects in progress. Mr. Foley made a motion to approve the Project Priority Report, seconded by Mr. Jackson.

Voting For: Evnen Shasserre Foley Jackson  
Walters Richards Weir Kelly

Voting Against: None

Absent: Gerlach

The motion carried.

**Agenda Item 11.b. Nebraska Interactive, LLC Business Plan:**

Mr. Hoffman presented the Business Plan for 2023. There was discussion of Tyler Nebraska’s expenses and payments made to Tyler Technologies, Inc. Mr. Hoffman indicated that the DMV

modernization project is coming up and will have a significant impact as 97 services touch the DMV applications today. There are revenue restrictions, and Tyler Nebraska would like to increase the cost of driver history records and title liens and registrations to bring the cost up to market value. They are looking at more SaaS model and platform development, instead of custom development to assist them in operating under a self-funded model. Tyler Nebraska has the same number of staff in 2023 as they had in 2022.

The growth strategy is to generate more revenue through use of technology for citizens and business. Tyler Technologies, Inc. has an Engagement Builder tool that allows an agency to put up a simple series of webpages with an appointment scheduler, build their own forms, and it could be done without Tyler Nebraska, if the agency wanted to. They also have an over-the-counter payment tool that could be rolled out to generate revenue. Corporate monitoring is discussed by the National Association of Secretaries of State (NASS), and some states have services that would notify the registered agent or business owner that their company has had filings to alert them to fraudulent filings.

Tyler also has a data certification framework that links common questions and allows for creation of one form for all audits (PCI compliance, IRS requirements, etc.). This would be a cost savings for agencies, as they spent 60% of their time on audits.

Tyler Nebraska will offer a SaaS platform service to DHHS to provide all vital records from beginning to end and reduce staffing. Mr. Hoffman indicated that DHHS uses a paper system, as citizens are required to mail in information, etc. Mr. Foley indicated DHHS is happy with their system. Mr. Hoffman indicated he could still talk with them about it.

Mr. Hoffman stated that they are seeing what Tyler Technologies, Inc. has available to offer to State government and he is excited about the future. Tyler Technologies, Inc. is meeting 2 days with each general manager in every state to see how operations work. Tyler is a products company, and Tyler Nebraska is a service company.

The Chairperson moved to approve the Business Plan, a second was not obtained. The Chairperson indicated the NSRB may consider the Business Plan at the next meeting.

*Mr. Kelly left the meeting at 11:52*

**Agenda item 11.c. General Manager’s Report:**

Mr. Hoffman reported the following:

1. Nebraska Interactive, LLC will now be using the name Tyler Nebraska, but they will answer to any of their names or trade names.
2. On the charts and graphs, there are the number of hours spent on revenue and non-revenue services.
3. There are statistics indicating an increase in attacks on software in supply chains, and cyber security attacks are on the rise. Privacy laws are becoming stricter, and Tyler Nebraska will monitor those changes on an ongoing basis.
4. Tyler Nebraska monitors legislation to see what agencies need as a result of statutory changes.
5. Mr. Hoffman agreed to bring information to the next NSRB meeting on the division between use of credit and debit cards.

6. Tyler Nebraska completed website updates for the incoming elected officials.
7. Tyler Nebraska participated as a sponsor for the Center for Operational Excellence. There were about 300 people present, including many agency directors.

Mr. Sloan reported on attending the Nebraska Bar Association conference. Tyler Nebraska provided technical assistance on use of the JUSTICE System and e-filing.

The Chairperson discussed a letter dated March 1, 2023, sent to the Chairperson from the Nebraska Corn Board and the Nebraska Wheat Board regarding the Quarterly Commodity System. The letter requests the NSRB provide financial support for an application used by the commodity boards, in which they receive over \$6 million through transactions processed.

The letter states that the system may be sunset in 2024. Mr. Hoffman confirmed that Tyler Nebraska may sunset the application in 2024. The Chairperson indicated that the system supports all their operations and they moved from a manual system to an electronic system with Tyler Nebraska.

The letter states that the commodity boards had been told the burden to pay for the upgraded framework is on the commodity boards. Mr. Sloan explained that they were not told they had to pay for the upgrade, but instead that they were given several options.

The Chairperson indicated that Tyler Nebraska needs to provide this upgrade work under the Master Contract at no charge to the partner agencies, and that Tyler Nebraska is nowhere near the timetable originally presented to the NSRB.

Mr. Hoffman discussed his work to grow and expand the portal and indicated that this situation is due to the unique situation of the upgrade. Mr. Hoffman stated that he does not believe that the tone of the letter represents the conversation between Mr. Sloan and the agencies, and Tyler Nebraska did not believe they should intervene in the wording of an agency's letter. Further, as part of the application rationalization process, Tyler Nebraska determines which applications are valuable to the agencies.

Mr. Foley asked when the application will be upgraded. Mr. Hoffman indicated that the Department of Agriculture would get their upgrade when Tyler Nebraska has the funds and availability to provide the upgrade. He further indicated that the success of Tyler Nebraska is the success of the NSRB, and the failure of Tyler Nebraska is the failure of the NSRB. Mr. Hoffman indicated the agencies want more from Tyler Nebraska because they like the services. Tyler Nebraska only has the resources that come in through the portal. Mr. Hoffman stated that you cannot create a business in 1996 and never change prices and not end up in this situation. Tyler Nebraska needs additional resources, regardless of the upgrade.

The Chairperson indicated he would undertake efforts to assure the Department of Agriculture gets the upgrade as they ought to have. Mr. Foley stated the Master Contract has numerous references that say the upgrades are Tyler Nebraska's responsibility. Mr. Hoffman indicated that he does not think that getting legal involved will lead to a solution because there is an emphatic disagreement from Tyler's side. Tyler Nebraska will take responsibility for the upgrades, but it doesn't get them additional staff.

**Agenda Item 13. DATE FOR NEXT MEETING.** The Chairperson announced the next regular meeting of the NSRB will be in June possibly sooner and is anticipated to be held at the 12<sup>th</sup> and N Street location.

**Agenda Item 14. ADJOURNMENT.**

Mr. Foley made a motion to adjourn, which was seconded by Mr. Jackson.

Voting For:            Evnen            Shasserre            Foley            Jackson  
                                 Walters            Richards            Weir

Voting Against:        None

Absent:                 Gerlach

The motion carried.

The meeting adjourned at 1:05 PM.

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Robert B. Evnen  
Secretary of State  
State Records Administrator  
Chairperson, State Records Board

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Date



**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**January 1, 2023, through March 31, 2023**  
 With comparative figures for January 1, 2022, through March 31, 2022  
**FY 22-23**

	<u>Jan 2023</u>	<u>Prior Year Jan 2022</u>	<u>Feb 2023</u>	<u>Prior Year Feb 2022</u>	<u>Mar 2023</u>	<u>Prior Year Mar 2022</u>	<u>Year to Date FY 22-23</u>	<u>Year to Date FY 21-22</u>
<b>Revenues:</b>								
Sale of Subscriber Services	\$1,256,810.04	\$1,392,101.13	\$1,634,209.20	\$1,593,807.45	\$1,167,915.37	\$1,533,624.01	\$12,786,391.68	\$13,023,782.83
General Business Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00
Driver Records	\$476.00	\$690.00	\$197.00	\$299.00	\$266.00	\$400.00	\$2,780.00	\$3,372.00
Investment Income	\$8,350.84	\$7,056.08	\$8,375.13	\$4,597.57	\$9,850.87	\$4,918.43	\$64,851.07	\$42,891.81
<b>Total</b>	<b>\$1,265,636.88</b>	<b>\$1,399,847.21</b>	<b>\$1,642,781.33</b>	<b>\$1,598,704.02</b>	<b>\$1,178,032.24</b>	<b>\$1,538,942.44</b>	<b>\$12,854,022.75</b>	<b>\$13,070,049.64</b>
<b>Expenditures:</b>								
State Agency Transfers	\$921,243.80	\$1,050,812.79	\$1,262,767.33	\$1,226,142.75	\$851,116.08	\$1,180,923.88	\$9,642,866.10	\$9,868,662.33
NIC	\$202,199.52	\$212,460.00	\$0.00	\$225,428.48	\$210,261.19	\$215,248.95	\$1,718,196.20	\$1,969,723.90
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$23,317.18	\$22,108.32	\$23,317.23	\$22,108.75	\$23,317.34	\$21,107.67	\$211,828.63	\$188,740.00
Misc. Expense	\$1,536.57	\$1,485.92	\$1,094.73	\$1,270.06	\$1,912.36	\$2,887.51	\$16,329.72	\$12,398.14
SRC Move	\$0.00	\$501,200.30	\$0.00	\$0.00	\$0.00	\$58,726.00	\$11,248.75	\$765,670.66
<b>Total</b>	<b>\$1,148,297.07</b>	<b>\$1,788,067.33</b>	<b>\$1,287,179.29</b>	<b>\$1,474,950.04</b>	<b>\$1,086,606.97</b>	<b>\$1,478,894.01</b>	<b>\$11,600,469.40</b>	<b>\$12,805,195.03</b>
<b>Net Increase (Decrease)</b>	<b>\$117,339.81</b>	<b>(\$388,220.12)</b>	<b>\$355,602.04</b>	<b>\$123,753.98</b>	<b>\$91,425.27</b>	<b>\$60,048.43</b>	<b>\$1,253,553.35</b>	<b>\$264,854.61</b>
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fund Balance</b>	<b>\$4,778,895.69</b>	<b>\$3,483,192.62</b>	<b>\$5,134,497.73</b>	<b>\$3,606,946.60</b>	<b>\$5,225,923.00</b>	<b>\$3,666,995.03</b>	<b>\$5,225,923.00</b>	<b>\$3,666,995.03</b>
Fund Balance-Local Agency	\$566.88	\$557.26	\$567.98	\$557.88	\$569.06	\$558.62	\$569.06	\$558.62
<b>Records Management Cash Fund Balance</b>	<b>\$4,779,462.57</b>	<b>\$3,483,749.88</b>	<b>\$5,135,065.71</b>	<b>\$3,607,504.48</b>	<b>\$5,226,492.06</b>	<b>\$3,667,553.65</b>	<b>\$5,226,492.06</b>	<b>\$3,667,553.65</b>

## Overview of Bureau of Justice Statistics NARIP and NCHIP Grants

<b>NICS Act Record Improvement Program (NARIP) Grant</b>	<b>National Criminal History Improvement Program (NCHIP) Grant</b>
NARIP grants assist in updating the FBI's National Instant Criminal Background Check System (NICS) with mental health, protection and restraining order information, domestic violence convictions, and other criminal history record information which may disqualify individuals from purchasing or possessing firearms.	NCHIP grants improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

NARIP and NCHIP grants help Nebraska ensure that accurate records are available for use in law enforcement to protect public safety and national security.

The goals and objectives of these grants, according to the Bureau of Justice Statistics, are to improve the accuracy, completeness, and timeliness of state and national criminal records by permitting states to identify -

- Ineligible firearm purchasers.
- Persons ineligible to hold positions involving children, the elderly, or the disabled.
- Persons subject to protection orders or wanted, arrested, or convicted of stalking and/or domestic violence.
- Persons ineligible to be employed or hold licenses for specified positions.
- Persons potentially presenting threats to public safety.

The Nebraska State Patrol (NSP) applies for NARIP and NCHIP grants annually and works with the Administrative Office of the Courts (AOC) to identify and prioritize projects necessary to achieve grant objectives of improving state and national criminal records.

## History of Nebraska Interactive, LLC dba Tyler Nebraska's work for NSP and AOC

### Nebraska State Patrol

NSP has been using the services of Tyler Nebraska since the late 1990s for transaction-based services like criminal history searches, concealed handgun permit renewals (Payport), and an appointment calendar system to facilitate fingerprint background checks.

NSP also executed two separate Statements of Work (SOW) with Tyler Nebraska.

1. Misdemeanor Crimes of Domestic Violence (MCDV) SOW was signed July 3, 2019.
  - a. The signed SOW was presented at the September 18, 2019, NSRB Meeting.
  - b. Objectives in SOW
    - i. Phase 1 – Retrieve existing file from AOC FTP, convert data based upon NSP logic and NICS requirements, generate a new file, and provide the file to the OCIO/switch, parse a return file, and update and store data appropriately. (\$37,224)
    - ii. Phase 2 – Develop an administrative system for the NSP to update or edit stored data. (\$45,936)
    - iii. Annual Maintenance - \$16,632

2. The Felony Conviction Project SOW was signed February 13, 2020.
  - a. The signed SOW was presented March 4, 2020, NSRB Meeting.
  - b. Objectives in SOW
    - i. Phase 3 – Retrieve existing file from AOC FTP, conversion of felony conviction logic into code, generate new file, provide file to OCIO/switch, parse a return file, update, and store data appropriately, provide ability to search and read/write felony data via the MCDV interface. (\$82,686)
    - ii. Annual Maintenance - \$16,537.20

### Administrative Office of the Courts

AOC has been using the services of Tyler Nebraska since the late 1990s for transaction-based services like access to court opinions and records; civil, small claims, criminal and traffic case payments; court case payment monitoring; waivable citation payments; Event Registration; Payport; eFiling services; eFiling Judge portal; and Citizen Payment Processing.

Work continued on the aforementioned projects through 2020, but progress was slow. The AOC requested to have a full-time team dedicated to the work, and NSP and Tyler Nebraska fulfilled that request by establishing dedicated Tyler Nebraska staff to work on NSP and AOC projects.

The request for a full-time software development team was necessary to meet the needs of the Supreme Court Rules requiring mandatory eFiling for all attorneys which includes county attorneys and city prosecutors who file criminal and traffic complaints with the court. Additionally, with eFiling being a critical function to the operations of the courts and probation, a dedicated team is necessary to meet Goal #1 in the Nebraska Supreme Court’s Strategic Plan, which is to provide access to swift, fair justice. This goal specifically focuses on implementing and maintaining modern technology to support the internal work of the courts, enhancing technological access for external court users, and processing and managing cases efficiently to resolve disputes in a fair and timely manner—among many other focus areas.

To achieve Goal #1 of the Supreme Court’s Strategic Plan, the Nebraska Judicial Branch has a responsibility to create new service offerings, and enhance, maintain, and modernize existing services such as eFiling, all of which require a dedicated team to design and develop new technology to meet the ever-growing needs.

### Grant Award Periods/Time Horizon for Tyler Nebraska Services

Both NCHIP and NARIP are applied for by NSP on an annual basis. These are competitive federal grants. The award period has varied based upon timing of federal funding approval, as well as extension requests.

<b>2019 NARIP</b> Award Period: 01/01/2020 - 12/31/2021	<b>2020 NARIP</b> Award Period: 10/01/2020 – 12/31/2022	<b>2021 NARIP</b> Award Period: 01/01/2022 - 12/31/2022	<b>2022 NARIP</b> Award Period: 01/01/2023 - 12/31/2023	<b>2023 NARIP</b> Estimated Award Period: 01/01/2024 - 12/31/2024
<b>2019 NCHIP</b> Award Period: 01/01/2020 - 06/31/2021	<b>2020 NCHIP</b> Award Period: 01/01/2021 - 12/31/2023	<b>2021 NCHIP</b> Award Period: 01/01/2022 – 03/31/2023	<b>2022 NCHIP</b> Award Period: 01/01/2023 – 09/30/2024	<b>2023 NCHIP</b> Estimated Award Period: 01/01/2024 - 12/31/2024

The NSP and AOC could continue to utilize the services of Tyler Nebraska for as long as the NSRB maintains a contract with Tyler Nebraska as the network manager.

NSP and AOC evaluate whether to continue receiving services from Tyler Nebraska when preparing an application for grant funds following release of the solicitation from the U.S. Department of Justice, Bureau of Justice Statistics.

Any amounts proposed to be used for Tyler Nebraska, as the selected contractor, are included in the budget information submitted in the grant applications.

## Financial Information

### NARIP Awards FY 2019-2022<sup>1</sup>

Jurisdiction	FY 2019	FY 2020	FY 2021	FY 2022
Nebraska	\$494,943	\$732,037	\$703,387	\$1,099,271

### NCHIP Awards FY 2019-2022<sup>2</sup>

Jurisdiction	FY 2019	FY 2020	FY 2021	FY 2022
Nebraska	\$1,967,774	\$2,205,574	\$2,324,365	\$3,934,650

### Total Amount in 2022 Grant Applications Budgeted for Tyler Nebraska Services

NARIP 2022 Application - \$257,920 was budgeted to contract with Tyler Nebraska.

Funding Category	Funding Calculation	Amount
Developers (2) @ 75%	(\$192,236 salary + \$74,758 benefits) x 75%	\$200,246
Product Owner (1) @ 25%	(\$91,763 salary + \$35,686 benefits) x 25%	\$31,863
Quality Analyst (1) @ 25%	(\$74,336 salary + \$28,909 benefits) x 25%	\$25,811
<b>TOTAL</b>		<b>\$257,920</b>

NCHIP 2022 Application - \$640,261 was budgeted to contract with Tyler Nebraska.

Funding Category	Funding Calculation	Amount
Developers (3) @ 100%	(\$96,118 salary + \$37,379 benefits) x 3	\$400,491
Quality Analyst (1) @ 75%	(\$74,336 salary + \$28,909 benefits) x 75%	\$77,434
Product Owner (1) @ 75%	(\$91,763 salary + \$35,686 benefits) x 75%	\$95,587
Developers (2) @ 25%	(\$192,236 salary + \$74,758 benefits) x 25%	\$66,749
<b>TOTAL</b>		<b>\$640,261</b>

The total anticipated spend using 2022 grant funds on Tyler Nebraska services is \$898,181. Future amounts would depend on grant funding amounts and the budget submitted in the grant applications. The requested amount of 2023 grant funds for Tyler Nebraska's services is \$748,715. The estimated Total spend of 2022 grant funds and 2023 grant funds would be \$1,646,896 (\$898,181 + \$748,715).

<sup>1</sup> <https://bjs.ojp.gov/programs/nics-improvement-amendments-act/state-profiles#5is2kq> (Annual award information is available online.)

<sup>2</sup> <https://bjs.ojp.gov/programs/national-criminal-history-improvement-program/state-profiles> (Annual award information is available online.)

## Project Scope

Projects undertaken with NARIP and NCHIP funds relate to improvement of the usability and data sharing capabilities of information contained in the e-filing and Justice systems while improving the quality, completeness, and timeliness of Nebraska’s criminal records.

The AOC and NSP are seeking flexibility in the selection and ordering of projects for completion. If an issue arises that needs to be addressed, AOC and NSP rely on Tyler Nebraska to turn their attention to that issue, rather than being limited to the projects outlined in a SOW document. However, a list of projects planned for completion using the grant funds, along with grant goals, is included below.

<p><b><u>NARIP Projects</u></b></p> <ul style="list-style-type: none"> <li>Enhancements to the MCDV Project to accommodate the Bipartisan Safer Communities Act of 2022, which updated the definition of MCDV to include individuals who have a current or recent former dating relationship with the victim and provides for the potential automatic restoration of firearm rights after five years for this scenario. The MCDV Project must be enhanced to accommodate this legislative change.</li> <li>Deployment of the Felony Project, which will send unfingerprinted felony convictions to the NICS for nationwide availability during firearm background checks.</li> </ul>	
	<p><b><u>Goals</u></b></p> <ul style="list-style-type: none"> <li>Increase the amount of Nebraska MCDV records made available for use by the NICS regarding 18 U.S.C. 922(g)(9).</li> <li>Increase the amount of Nebraska MCDV records made available for use by the NICS regarding Nebraska §28-1206.</li> <li>Increase the amount of Nebraska felony convictions made available for use by the NICS regarding 18 U.S.C. 922(g)(1).</li> </ul>

<p><b><u>NCHIP Projects</u></b></p> <ul style="list-style-type: none"> <li>Trial eFiling eService (<i>Start Date – 1/3/2022; End Date 4/25/2023</i>)</li> <li>Trial eFiling non-case filing (probable cause)</li> <li>Amended service returns (<i>Start Date – 9/1/2022</i>)</li> <li>Judge Portal eSignature enhancement (<i>Start Date – 2/17/2023</i>)</li> <li>Operations and maintenance of numerous portals that the Judicial Branch relies on for its core business functions.</li> <li>Modernize the current eFiling portal to provide easier navigation, simplified access to information, increased ease of access to court processes, and centralizing application into a single location.</li> <li>Modernizing the one-time case search to include images of documents. This will provide quicker access to court records for the public and provide information electronically instead of having to request the information in paper.</li> <li>Create a self-represented litigant eFiling portal to provide easier access to the public for the filing of new cases and subsequent filings.</li> <li>Create an electronic docket calendaring system making it easier for the court and all parties to schedule next actions within cases.</li> </ul>	
	<p><b><u>Goals</u></b></p> <ul style="list-style-type: none"> <li>Increase the number of counties utilizing eFiling for criminal cases.</li> <li>Increase the percentage of criminal cases filed electronically to 100%.</li> <li>Improve availability of dispositional information.</li> <li>Improve timeliness of the transmittal of information from Justice to the Patrol Criminal History (PCH).</li> <li>Increase automated communication of dispositions to PCH without manual NSP intervention.</li> </ul>

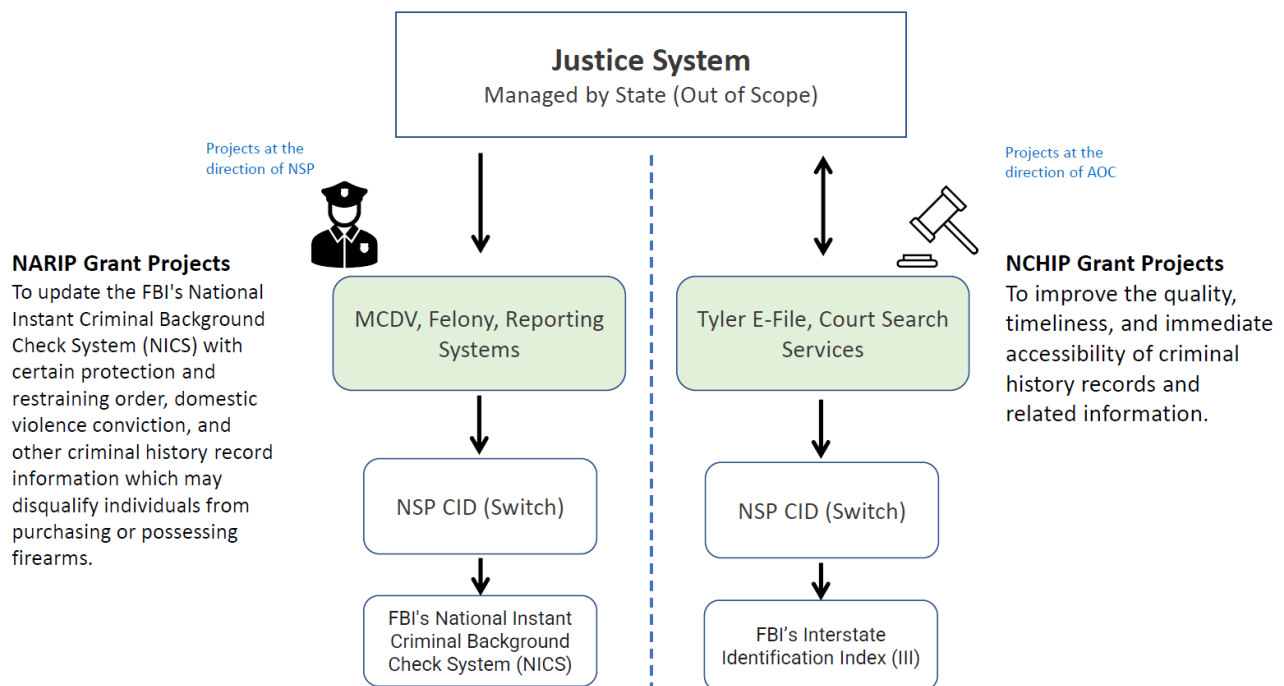
## Recent Projects Completed

Tyler Nebraska has completed several projects for the AOC and NSP. Some recent projects completed include:

Project	Partner Name	Start Date	End Date	Status
AOC JV Case Web Service update	Administrative Office of the Courts	5/16/2022	7/6/2022	Complete
AOC Trial Court DCN update	Administrative Office of the Courts	7/8/2022	8/1/2022	Complete
AOC Trial Court eFiling Package 1/2	Administrative Office of the Courts	8/11/2020	11/1/2021	Complete
AOC Appellate Court New Case Filing	Administrative Office of the Courts	7/12/2021	12/20/2021	Complete
Trial Court LB320	Administrative Office of the Courts	7/9/2021	8/27/2021	Complete
NSP Project (MCDV)	Nebraska State Patrol	9/29/2021	5/9/2023	Complete
AOC Trial Court eBOE	Administrative Office of the Courts	10/27/2021	4/20/2022	Complete
AOC Probate eFiling	Administrative Office of the Courts	12/10/2021	3/21/2022	Complete
AOC Trial eFiling eService	Administrative Office of the Courts	1/3/2022	4/25/2023	Complete
AOC Trial eFiling Non-Case Filing	Administrative Office of the Courts	1/17/2022	8/1/2022	Complete
AOC Trial eFiling Single Party	Administrative Office of the Courts	2/1/2022	5/4/2022	Complete

## Technical Information

### Relationship of Justice system to Tyler Nebraska Services



The AOC manages the JUSTICE case management system on its own, and any work relating to its operating system or servers is out of scope of the services provided by Tyler Nebraska.

## Procurement

### [NARIP and NCHIP Procurement Requirements & Rationale for Not Completing a Request for Proposals](#)

Both the NARIP and NCHIP grants are subject to 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2 CFR §200.317 provides, “When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non–Federal funds...”

Neb. Rev. Stat. §73-504 provides for competitive bidding by state agencies when a contract for services is “in excess of fifty thousand dollars.” However, Neb. Rev. Stat. §73-507 provides limited exceptions to the competitive bidding requirements. One such exception is for a sole source contract.

The current contract with Tyler Nebraska (“Master Contract”) was entered into by the Nebraska State Records Board following completion of the sole source request process established by the Department of Administrative Services. The NSRB complied with the state procurement policies and procedures in entering into the Master Contract.

The scope of work of the Master Contract requires that Tyler Nebraska provide and administer the State of Nebraska web portal, which links to a wide range of government information and services, including both fee and non-fee applications. The objective of the portal is to increase accessibility to, and collection of, public information and other useful information and services through various means, including electronic means. Services are funded through both the transactional model (portal fees for transactions completed) and time and materials (hourly rates for services provided).

Partner agencies are allowed to use the services of Tyler Nebraska through the Master Contract. The development of applications and services to facilitate access to criminal and court records is within the scope of work of the Master Contract and Tyler Nebraska is familiar with the AOC’s JUSTICE case management system and has completed work for both the AOC and NSP.

The NSP sought approval from the U.S. Department of Justice (USDOJ) to use a non-competitive (sole source) procurement approach to contract with Tyler Nebraska for services under the NARIP and NCHIP grants. Written approval was provided by the USDOJ, which is included at the end of this document.

## Oversight and Contractual Remedies

Meetings between Tyler Nebraska and the partner agencies take place regularly to discuss project scope, progress, and testing.

Tyler Nebraska provides a weekly report of work completed to the AOC and NSP.

The SOW provides for termination for cause, subject to cure; convenience (30 days’ notice), and loss of appropriations (30 days’ notice).

## Final Notes

The success of the portal depends on the involvement and participation of partner agencies. The AOC and NSP are integral portal partners.

## Copy of Sole Source Approval – NARIP 2022

**From:** Default <[do-not-reply@ojp.usdoj.gov](mailto:do-not-reply@ojp.usdoj.gov)>

**Sent:** Tuesday, July 18, 2023 11:17 AM

**To:** Rezac, Susan <[Susan.Rezac@nebraska.gov](mailto:Susan.Rezac@nebraska.gov)>; Terrance.Ealey@usdoj.gov; Mattran, Teri <[Teri.Mattran@nebraska.gov](mailto:Teri.Mattran@nebraska.gov)>; Rezac, Susan <[Susan.Rezac@nebraska.gov](mailto:Susan.Rezac@nebraska.gov)>

**Subject:** Grant Award Modification for an award from DOJ is Approved



**JUSTgrants**  
JUSTICE GRANTS SYSTEM

The request for a Sole Source Approval grant award modification, GAM-577321, for award number 15PBJ5-22-GK-01006-NARI under the solicitation *FY 2022 NICS Act Record Improvement Program (NARIP)* is approved. Please log into DOJ's JustGrants system at [JustGrants](https://www.justgrants.usdoj.gov).

For more information go to [www.justicegrants.usdoj.gov](https://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice



## Copy of Sole Source Approval – NCHIP 2022

**From:** Default <[do-not-reply@ojp.usdoj.gov](mailto:do-not-reply@ojp.usdoj.gov)>

**Sent:** Tuesday, July 18, 2023 11:17 AM

**To:** Rezac, Susan <[Susan.Rezac@nebraska.gov](mailto:Susan.Rezac@nebraska.gov)>; Terrance.Ealey@usdoj.gov; Mattran, Teri <[Teri.Mattran@nebraska.gov](mailto:Teri.Mattran@nebraska.gov)>; Rezac, Susan <[Susan.Rezac@nebraska.gov](mailto:Susan.Rezac@nebraska.gov)>

**Subject:** Grant Award Modification for an award from DOJ is Approved



**JUSTgrants**  
JUSTICE GRANTS SYSTEM

The request for a Sole Source Approval grant award modification, GAM-577317, for award number 15PBJ5-22-GK-01029-NCHI under the solicitation *FY 2022 National Criminal History Improvement Program* is approved.

Please log into DOJ's JustGrants system at [JustGrants](https://www.justgrants.usdoj.gov).

For more information go to [www.justicegrants.usdoj.gov](https://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice

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**National Criminal History Improvement Program (NCHIP) and NICS  
Act Record Improvement Program (NARIP) Dedicated Staff  
Program**

**Nebraska State Patrol**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay B. Sloan

Date: 01/18/2023

This Statement of Work (“SOW”) is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board (“NSRB”) and Nebraska Interactive, LLC dba NIC Nebraska (“the Contractor”) and is subordinate to and subject to all terms and conditions therein (“Master Contract”).

## 1. Introduction

The Nebraska State Patrol (“NSP” or “Partner”) has been awarded federal grant funding under the National Criminal History Improvement Program (“NCHIP”) and under the National Instant Criminal Background Check System (“NICS”), Act Record Improvement Program (“NARIP”) (collectively referred to as “Grants”).

The Department of Justice, Office of Justice Programs (“OJP”), through the Bureau of Justice Statistics (“BJS”), administers the NCHIP grants, and provides direct awards and technical assistance to states and localities to improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

The Department of Justice, OJP, through the BJS, also administers the NARIP grants, and provides awards to improve the completeness, automation, and transmittal of records to state and federal systems used by the NICS. Such records include criminal history records, records of felony convictions, warrants, records of protective orders, convictions for misdemeanors involving domestic violence and stalking, drug arrests and convictions, records of mental health adjudications, and others which may disqualify an individual from possessing or receiving a firearm under federal law. Helping states, state court systems, and tribes to automate these records will also reduce delays for law-abiding gun purchasers.

The Partner has requested that the Contractor hire, train, manage, and support dedicated employees to complete work in pursuit of the NCHIP and NARIP grant programs, as further described in this SOW.

### **Partner Executive Sponsor**

Lance Rogers, Director, Criminal Identification Division

**Email:** [lance.rogers@nebraska.gov](mailto:lance.rogers@nebraska.gov)

**Phone:** (402) 479-4085

### **Partner Project Manager**

Kelsey Remmers, NICS Program Manager

**Email:** [kelsey.remmers@nebraska.gov](mailto:kelsey.remmers@nebraska.gov)

**Phone:** (402) 479-4076

### **Partner Billing Contact**

Dan McEowen, IT Business Systems Analyst/Coordinator

**Email:** [daniel.mceowen@nebraska.gov](mailto:daniel.mceowen@nebraska.gov)

**Phone:** (402) 430-4072

## 2. Project Overview

### 2.1 Objectives

The Contractor will hire, train, manage, and support a team of qualified employees to provide services in connection with projects under the auspice of the Grants. These employees will provide services on projects and tasks as directed by the Partner, except as otherwise provided in this SOW.

Under the NCHIP grant, the Contractor will work on the modernization of the statewide court database, JUSTICE (development/maintenance/enhancements/etc.), to improve the quality, completeness, and timeliness of criminal history information. Such services will be directed by the Nebraska Administrative Office of the Courts (“AOC”).

Under the NARIP grant, the Contractor will work on the development, maintenance, and enhancement of the misdemeanor crime of domestic violence (“MCDV”) and felony reporting projects that send firearm prohibiting information to the NICS.

Consistent with the Grants, the Contractor will staff a team consisting of up to the following positions:

1. Five (5) Software Developers
2. One (1) Project Manager/Product Owner
3. One (1) Quality Analyst

The actual number of Contractor’s staff to be provided and the work assigned to such staff will be determined by Partner’s applications for NARIP and NCHIP grant funding, as approved by BJS. The Contractor may be required by Partner to reduce staff to be consistent with Grant approvals.

### 2.2 Scope

#### 2.2.1 Inclusions

2.2.1.1 The Contractor will hire qualified software developers, a quality analyst, and a project manager (consistent with Grant approvals) to be dedicated to providing the services needed to carry out projects under the Grants. Projects planned for completion during the term of this SOW are included on an attachment to this SOW, labeled Attachment A, and incorporated herein by this reference. AOC and NSP maintain the flexibility to add to, reduce, modify, or otherwise prioritize the projects included on Attachment A in furtherance of the Grant objectives, and the Contractor’s team will work on such projects on a full-time basis, at the direction of the Partner and AOC. Due to the flexibility maintained by AOC and NSP to select and order projects for completion, the Contractor will not be in breach of this SOW if all projects listed on Attachment A are not completed during the term of this SOW, as long as the Contractor has met Contractor’s responsibility to provide a dedicated team (consistent with Grant approvals) to work on such projects on a full-time basis. Any changes to projects

included on Attachment A shall be in writing, consistent with Section 4.6 of this SOW, and may be subject to project cost adjustments.

2.2.1.2 The Contractor will adequately train software developers, a quality analyst, and a project manager to perform required services.

2.2.1.3 The Contractor will manage all services identified by the Partner to be completed under the auspice of the Grants.

2.2.1.4 The Contractor will provide the technical infrastructure and all necessary software to provide services identified by the Partner under the auspice of the Grants.

2.2.1.5 The Contractor will collaborate with other state entities as directed by the Partner. This includes, but is not limited to, the AOC.

## 2.2.2 Exclusions

2.2.2.1 The Contractor will not be responsible for creation or identification of projects to be completed under the auspice of the Grants.

## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

2.3.1 **Must** - The function or referenced object has to meet the desired outcome outlined in this project.

2.3.2 **Should** - The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 **Credentials** – The required security information to access the application

2.3.4 **User** – Any member of the general public

2.3.5 **Data Store** – An organized collection of information

2.3.6 **Published** – Information sent directly to a Web site viewable to the general public

2.3.7 **Administrator** - staff member of Contractor

## 2.4 Assumptions

2.4.1 Partner's Director approves of the services outlined in this SOW and is prepared to provide feedback and input when needed to keep timeframes.

2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the Grant services throughout all phases.

2.4.3 Partner will provide the Contractor with project requirements.

2.4.4 Partner will provide the Contractor with content, language and text.

2.4.5 Partner and the AOC (as applicable) will provide customer support for business-related questions during normal business hours.

2.4.6 Partner and the AOC (as applicable) will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate regularly with Partner to review Grant projects underway and will provide regular progress reports to the Partner and AOC.

2.4.8 The Contractor will deliver the following for projects completed under the auspice of the Grants:

2.4.8.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.

2.4.8.2 Marketing assistance for Partner or AOC services.

2.4.8.3 Secure hosting of services/applications within the Contractor's Enterprise Technology Services (ETS) environment.

2.4.8.4 24 hours a day, 7 days a week technical support.

2.4.8.5 Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support.

2.4.9 At any time during the term of the SOW, the Contractor or Partner has the authority to terminate or suspend the SOW if a commitment to mutually agreed upon timelines is not being honored.

## **2.5 Constraints**

2.5.1 Partner availability and workload.

2.5.2 Change(s) in staffing for members of the Grants team.

## **3 Requirements**

For each Grant project, after development services have been completed, each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the Project Team and could cause delays in the completion timeline.

## **4 Terms and Conditions**

The Partner and the Contractor agree to the following terms and conditions:

## 4.1 Confidentiality

All materials and information provided to the Contractor, or acquired by the Contractor, pursuant to services provided under this SOW, shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

## 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing Address: Nebraska State Patrol, Criminal Identification Division  
4600 Innovation Dr  
Lincoln, NE 68521  
Phone: 402 471-4545  
Email: [lance.rogers@nebraska.gov](mailto:lance.rogers@nebraska.gov)

Mailing Address: General Manager/Contractor  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-support@egov.com](mailto:ne-support@egov.com)

Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

### **4.3 Termination of SOW**

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase “for cause” shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either the Partner or Contractor may terminate this SOW for convenience by giving 30 days’ prior written notice to the other party.

4.3.3 This SOW may also be terminated by the Partner for any loss of appropriations. Contractor agrees that the Partner’s obligation to pay amounts may be contingent upon legislative appropriation of funds for that purpose or continuing grant funding by a state or federal entity. Should said funds not be appropriated or grants funds become unavailable, the Partner may terminate this SOW with respect to payments to be made during a period for which funds are not available. The Partner will give the Contractor (30) days written notice of such termination. All obligations of the Partner to make payments after the termination date will cease. In no event shall the Contractor be paid for a loss of anticipated profit.

### **4.4 Term of SOW**

This SOW shall commence on the date of execution by all parties and shall continue in effect for the duration of Partner’s 2022 and 2023 Grants, unless earlier terminated in accordance with the terms of this SOW. However, in no event shall the SOW continue in effect beyond the term of the Master Contract and any extensions or renewals or replacements thereof.

### **4.5 Relationship of Parties**

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

### **4.6 Changes, Modifications or Amendments**

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

### **4.7 Entire Agreement**

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.



#### 4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

#### 4.9 Severability

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

#### 4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract;
- b. The Master Contract;
- c. An amendment to this SOW;
- d. This SOW;
- e. Attachment A to this SOW; and
- f. Attachment B to this SOW.

#### 4.11 Terms and Conditions for Grants

The terms and conditions applicable to the Grants are attached to this SOW, labeled Attachment B, and incorporated herein by this reference. The Contractor agrees to comply with such terms and conditions as applicable to the Contractor.

#### 4.12 Grants Oversight

The Partner is solely responsible for monitoring and providing oversight related to Contractor’s compliance with the requirements of the Grants. Although the NSRB is a party to this Agreement, the NSRB is not a subrecipient or a contractor under the Grants. The NSRB has no responsibility to comply with the requirements of the Grants and will not be engaging in any monitoring or oversight related to the Grants.

### 5 Invoicing and Payment

Project/Project Type	Hours (2080/12)	Rate	Maximum Quantity	Maximum Monthly Invoice Amount	Annual Cost Estimate (Monthly Invoice Amount x 12)
Grant Developer	173.33	\$64.182/hour	5	\$55,623.33	\$667,480.00
Grant Project Manager	173.33	\$61.275/hour	1	\$10,620.83	\$127,450.00
Grant Quality Analyst	173.33	\$49.638/hour	1	\$8,603.75	\$103,245.00

**5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in the Invoicing and Payment section of this SOW, and will invoice the Partner monthly at the rates indicated above. The Partner is solely responsible for providing payment to the Contractor for services provided by the Contractor under this SOW. Upon mutual agreement of Contractor and Partner, these amounts may be increased annually, in an amount not to exceed five percent (5%) over the previous year’s rate.

**5.2** Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment, in accordance with Section I.EE. of the Master Contract. The Partner shall pay invoices within 45 days, and otherwise in accordance with Section I.DD of the Master Contract.

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each party agrees work should be initiated on this SOW and necessary resources should be committed as described herein.

### Nebraska Interactive, LLC dba NIC Nebraska

\_\_\_\_\_  
Tanner Hughes, General Manager

\_\_\_\_\_  
Date

### Nebraska State Patrol

\_\_\_\_\_  
Colonel John A. Bolduc, Superintendent

\_\_\_\_\_  
Date

### Nebraska State Records Board (NSRB)

\_\_\_\_\_  
Secretary of State Robert Evnen, Chairperson

\_\_\_\_\_  
Date

**Attachment A**

**to**

**National Criminal History Improvement Program (NCHIP)**

**and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program**

**Statement of Work (SOW)**

Below are projects planned for completion with NSP’s 2022 and 2023 NCHIP and NARIP grant funding, along with corresponding grant goals. Projects will be selected and ordered for completion in compliance with Section 2.2 of the SOW.

<p><b><u>NARIP Projects</u></b></p> <ul style="list-style-type: none"><li>• Enhancements to the MCDV Project to accommodate the Bipartisan Safer Communities Act of 2022, which updated the definition of MCDV to include individuals who have a current or recent former dating relationship with the victim and provides for the potential automatic restoration of firearm rights after five years for this scenario. The MCDV Project must be enhanced to accommodate this legislative change.</li><li>• Deployment of the Felony Project, which will send unfingerprinted felony convictions to the NICS for nationwide availability during firearm background checks.</li></ul>
<p><b><u>Goals</u></b></p> <ul style="list-style-type: none"><li>• Increase the amount of Nebraska MCDV records made available for use by the NICS regarding 18 U.S.C. 922(g)(9).</li><li>• Increase the amount of Nebraska MCDV records made available for use by the NICS regarding Nebraska §28-1206.</li><li>• Increase the amount of Nebraska felony convictions made available for use by the NICS regarding 18 U.S.C. 922(g)(1).</li></ul>

<p><b><u>NCHIP Projects</u></b></p> <ul style="list-style-type: none"><li>• Trial eFiling eService</li><li>• Trial eFiling non-case filing (probable cause)</li><li>• Amended service returns</li><li>• Judge Portal eSignature enhancement</li><li>• Operations and maintenance of numerous portals that the Judicial Branch relies on for its core business functions.</li><li>• Modernize the current eFiling portal to provide easier navigation, simplified access to information, increased ease of access to court processes, and centralizing application into a single location.</li><li>• Modernizing the one-time case search to include images of documents. This will provide quicker access to court records for the public and provide information electronically instead of having to request the information in paper.</li><li>• Create a self-represented litigant eFiling portal to provide easier access to the public for the filing of new cases and subsequent filings.</li></ul>
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- Create an electronic docket calendaring system making it easier for the court and all parties to schedule next actions within cases.

**Goals**

- Increase the number of counties utilizing eFiling for criminal cases.
- Increase the percentage of criminal cases filed electronically to 100%.
- Improve availability of dispositional information.
- Improve timeliness of the transmittal of information from Justice to the Patrol Criminal History (PCH).
- Increase automated communication of dispositions to PCH without manual NSP intervention.

**Attachment B**  
**to**  
**National Criminal History Improvement Program (NCHIP)**  
**and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program**  
**Statement of Work**

By executing the SOW, the Contractor agrees to the following terms and conditions:

- A. CLEAN AIR ACT. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387. The Contractor further understands and agrees that all violations must be reported to the Department of Justice (DOJ) and the Regional Office of the Environmental Protection Agency (EPA).
- B. BYRD ANTI LOBBYING AMENDMENT. Contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor must sign and submit to the Partner the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

C. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of the SOW, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. **DOMESTIC PREFERENCE.** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

E. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor is prohibited from obligating or expending SOW funds to: procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

F. **AUTOMATIC RENEWALS.** Notwithstanding any contrary or conflicting language in any document(s) related to this SOW, whether submitted to the Partner before or after the SOW is executed, the Partner does not agree to any automatic or continuing renewal of a subscription, service, or order of goods.

Grails Upgrades

Priority	Project Status	Service Name	Partner Name	Estimated Full Development Start	Estimated Month Completed	Original Est. Month of Completion	Actual Project Begin Date	Actual Project Launch Date	Complexity
<b>Launched</b>									
1	Launched	AGO Complaint Management System	Attorney General's Office	21-Dec	22-Jan		12/14/21	01/25/22	Low
2	Launched	SOS Voter Registration System	Secretary of State	22-Jan	22-Sep*	Jun-22	01/14/22	9/27/2022	Medium
3	Launched	DMV Commercial Driver License (CDL) Testing System	Department of Motor Vehicles	21-Mar	22-Sep*	Jun-22	03/01/21	9/20/2022	High
4	Launched	NDA Auction Market Fee System (Migration or Rewrite)	Nebraska Department of Agriculture	22-Jul	22-Sep		7/1/2022	10/17/2022	High
5	Launched	Oracle Database	NIC Nebraska Internal	22-Mar	22-Feb		03/01/21	02/03/22	Medium
6	Launched	NI Subscription Signup System	NIC Nebraska Internal	22-Jun	22-Sep		06/13/22	10/26/2022	Low
7	Launched	AOC Courts Juror Form System (Migration or Rewrite)	Administrative Office of the Courts	22-Jun	22-Nov*	Dec-22	9/12/2022	12/20/2022	Low
8	Launched	NSP Criminal History Request System	Nebraska State Patrol	22-Sep*	23-Mar*	Sep-22	8/11/2022	3/8/2023	Low
9	Launched	NBC Brand Inspection & Database System	Nebraska Brand Committee	22-Jul	23-Mar*	Dec-22	07/19/22	4/11/2023	High
10	Launched	NDA Annual/Semi Annual Reporting of Commodity System (Migration or Rewrite)	Nebraska Department of Agriculture	22-Jun	22-Nov*	Sep-22	7/18/2022	1/12/2023	High
<b>Active</b>									
11	Partner Testing	AOC Appellate Courts eFiling System	Administrative Office of the Courts	22-Apr	23-Jul*	Jun-22	04/11/22		Medium
12	In QA	SOS Corporate Document eDelivery System	Secretary of State	22-Oct*	23-Jul*	Sep-22		10/3/2022	Medium
13	In Development	DMV OTC Payment Engine System	Department of Motor Vehicles	22-Nov*	23-Jul*	Sep-22		12/15/2022	Medium
14	Partner Testing	NSP Appointment Calendar System	Nebraska State Patrol	22-Dec*	23-Jul*	Dec-22		2/6/2023	Medium
15	In QA	DMV Certified Driver Record (CDR) System	Department of Motor Vehicles	23-Apr*	23-Jul*	Mar-23	4/24/2023		Low
16		AOC Trial Court eFiling System	Administrative Office of the Courts	23-Jul*	23-Oct*	Dec-22			High
17		AOC ePayments System	Administrative Office of the Courts	23-Jul*	23-Aug*	Dec-22			Medium
18		NDR Tax Payment Plan System	Nebraska Department of Revenue	23-Aug*	23-Oct*	Dec-22			High
19		NSP CHP - Concealed Handgun Renewal & Replacement Permit System	Nebraska State Patrol	23-Oct*	23-Nov*	Dec-22			Low
20		NDA Measuring Device Registration System	Nebraska Department of Agriculture	23-Nov*	23-Dec*	Dec-22			Low
21		NDA Feed, Fertilizer and Liming Tonnage Report System	Nebraska Department of Agriculture	23-Dec*	24-Jan*	Dec-22			Medium
22		WCC eFiling	Workers Compensation Court	24-Jan*	24-Feb*	Dec-22			Medium
23		AOC Appellate Courts ePublications System	Administrative Office of the Courts	23-Aug*	23-Nov*	Dec-22			Medium
24		DMV Handicap Permits	Department of Motor Vehicles	23-Jul*	23-Nov*	Jun-23			Medium
25		DMV SR 22/26 Single Submit System	Department of Motor Vehicles	23-Aug*	23-Dec*	Jun-23			Medium
26		DMV Student Driver Safety Waiver System	Department of Motor Vehicles	23-Sep*	24-Jan*	Sep-23			Medium
27		PSC Remittance System	Public Service Commission	24-May*	24-Jun*	Sep-23			Medium
28		MVILB Dealer System	Motor Vehicle Industry Licensing Board	24-Jun*	24-Jul*	Sep-23			Medium
29		SFM Fireworks Licensing, Permit & Search Suite	State Fire Marshal	24-Mar*	24-Apr*	Mar-23			Medium
30		NDA Nursery License Fees System	Nebraska Department of Agriculture	24-Feb*	24-Mar*	Mar-23			Medium
31		PSC Auto Dialer Scripts System	Public Service Commission	24-Apr*	24-May*	Jun-23			Low
32		NDA Farmers' Market Nutritional System	Nebraska Department of Agriculture	24-Jul*	24-Aug*	Sep-23			Medium
33		NSP Misdemeanor Crime of Domestic Violence (MCDV) System	Nebraska State Patrol	TBD	TBD	TBD			Medium
34		NDA Quarterly Reporting of Commodity System	Nebraska Department of Agriculture			Sep-22			High
35		NDA Monthly Reporting of Commodity System	Nebraska Department of Agriculture			TBD			Low
36		DHHS Professional License Monitoring System	Department of Health & Human Services	24-Aug*	24-Sep*	Mar-23			Low
<b>Migration to New Platform</b>									
37		NDCS Federal Surplus Property System	Nebraska Department of Correctional Services		24-Sep*	Dec-22			High
38		SED Electrician License System	State Electrical Division		24-Oct*	Dec-22			High
<b>Applications Not Planned For Upgrade</b>									
39		NLCC Beer Wholesaler Reporting System	Nebraska Liquor Control Commission	24-Aug*	24-Sep*	Jun-23			Medium
40		DOI Medical Malpractice System	Department of Insurance			TBD			High
41		NLCC Beer, Wine & Spirit Manufacturing Reporting System	Nebraska Liquor Control Commission			Sep-23			High
42		E&A Architect and Engineer Comity (Reciprocity) System	Engineers and Architects			Dec-22			High
Date Last Revised:									
6/21/2023									

Priority	Project Status	Website	Partner Name	Actual Project Begin Date	Estimated Month Completed	Original Estimated Month Completed	Actual Project Launch Date	Complexity
In Development								
1	Dev Phase 6: Testing	<a href="#">Arthur County</a>	Arthur County	05/18/22	23-Jun	22-Jun		Low
2	Ready to Deploy to Test	<a href="#">Antelope County</a>	Antelope County	05/18/22	23-Jun	22-Jun		Low
3	Ready to Deploy to Test	<a href="#">Natural Resources Commission</a>	Natural Resources Commission	06/06/22	23-Jun	22-Jun		Low
4	Ready to Deploy to Test	<a href="#">Loup County</a>	Loup County	06/07/22	23-Jun	22-Jun		Low
5	Dev Phase 4: Content Migration	<a href="#">Sherman County</a>	Sherman County	06/10/22	23-Jun	22-Jun		Low
6	Ready to Deploy to Test	<a href="#">Blaine County</a>	Blaine County	06/06/22	23-Jun	22-Jun		Low
7	Dev Phase 4: Content Migration	<a href="#">Stanton County</a>	Stanton County	06/10/22	23-Jun	22-Jun		Low
8	Dev Phase 4: Content Migration	<a href="#">Chase County</a>	Chase County	06/10/22	23-Jul	22-Jun		Low
9	Dev Phase 4: Content Migration	<a href="#">Jefferson County</a>	Jefferson County	06/30/22	23-Jul	22-Sep		Low
10	Dev Phase 4: Content Migration	<a href="#">Holt County</a>	Holt County	06/30/22	23-Jul	22-Sep		Low
11	Dev Phase 4: Content Migration	<a href="#">Bazile Groundwater Management Area</a>	Bazile Groundwater Management Area	07/18/22	23-Jul	22-Sep		Low
12	Dev Phase 3: Modules Upgrade	<a href="#">Dodge County</a>	Dodge County	07/18/22	23-Jul	22-Sep		Low
13	Dev Phase 4: Content Migration	<a href="#">Polk County</a>	Polk County	07/18/22	23-Jul	22-Sep		Low
14	Dev Phase 4: Content Migration	<a href="#">Abstracters Board of Examiners</a>	Abstracters Board of Examiners	07/18/22	23-Jul	22-Sep		Low
15	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Board of Pardons</a>	Nebraska Board of Pardons	07/25/22	23-Jul	22-Sep		Low
16	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska State Board of Landscape Architects</a>	Nebraska State Board of Landscape Architects	07/25/22	23-Jul	22-Sep		Low
17	Dev Phase 4: Content Migration	<a href="#">Nebraska Board of Geology</a>	Nebraska Board of Geology	07/25/22	23-Aug	22-Sep		Low
18	Dev Phase 4: Content Migration	<a href="#">Engineers and Architects</a>	Engineers and Architects	07/25/22	23-Aug	22-Sep		Low
19	Dev Phase 4: Content Migration	<a href="#">Professional Practices Commission</a>	Professional Practices Commission	08/04/22	23-Aug	22-Sep		Low
20	Dev Phase 4: Content Migration	<a href="#">Nebraska State Records Board</a>	Nebraska State Records Board	8/10/2022	23-Aug	22-Sep		Low
21	Dev Phase 4: Content Migration	<a href="#">Coordinating Commission for Postsecondary Education</a>	Coordinating Commission for Postsecondary Education	8/23/2022	23-Aug	22-Sep		Low
22	Dev Phase 4: Content Migration	<a href="#">Nebraska Commission of Industrial Relations</a>	Nebraska Commission of Industrial Relations	8/25/2022	23-Aug	22-Dec		Low
23	Dev Phase 4: Content Migration	<a href="#">Lieutenant Governor</a>	Lieutenant Governor	8/25/2022	23-Aug	22-Dec		Low
24	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Dry Bean Commission</a>	Nebraska Dry Bean Commission	8/29/2022	23-Aug	22-Dec		Medium
25	Dev Phase 4: Content Migration	<a href="#">Nebraska Investment Council</a>	Nebraska Investment Council	9/13/2022	23-Aug	22-Dec		Medium
26	Dev Phase 3: Modules Upgrade	<a href="#">Village of Walthill</a>	Village of Walthill	9/13/2022	23-Aug	22-Dec		Medium
27	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Center for Nursing</a>	Nebraska Center for Nursing	9/14/2022	23-Aug	22-Dec		Medium
28	Dev Phase 4: Content Migration	<a href="#">Nebraska Commission for the Deaf and Hard of Hearing</a>	Nebraska Commission for the Deaf and Hard of Hearing	9/14/2022	23-Sep	22-Dec		Medium
29	Dev Phase 4: Content Migration	<a href="#">Nebraska Commission for the Blind and Visually Impaired</a>	Nebraska Commission for the Blind and Visually Impaired	9/19/2022	23-Sep	22-Dec		Medium
30	Dev Phase 3: Modules Upgrade	<a href="#">Lewis &amp; Clark Natural Resource District</a>	Lewis & Clark Natural Resource District	9/20/2022	23-Sep	22-Dec		Medium
31	Dev Phase 3: Modules Upgrade	<a href="#">State of Nebraska Board of Parole</a>	State of Nebraska Board of Parole	9/20/2022	23-Sep	22-Dec		Medium
32	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Board of Public Accountancy</a>	Nebraska Board of Public Accountancy	9/21/2022	23-Sep	23-Mar		Medium
33	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Power Review Board</a>	Nebraska Power Review Board	9/21/2022	23-Sep	23-Mar		Medium
34	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Athletic Commission</a>	Nebraska Athletic Commission	9/21/2022	23-Sep	23-Mar		Medium
35	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Secretary of State</a>	Nebraska Secretary of State	9/28/2022	23-Sep	24-Mar		Very High
36	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Brain Injury Advisory Council</a>	Nebraska Brain Injury Advisory Council	9/22/2022	23-Sep	23-Mar		Medium
37	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska State Electrical Division</a>	Nebraska State Electrical Division	9/22/2022	23-Sep	23-Mar		Medium
38	Dev Phase 4: Content Migration	<a href="#">Nebraska State Fire Marshal</a>	Nebraska State Fire Marshal	9/22/2022	23-Oct	23-Mar		Medium
39	Dev Phase 4: Content Migration	<a href="#">Nebraska Brand Committee</a>	Nebraska Brand Committee	9/23/2022	23-Oct	23-Mar		Medium
40	Dev Phase 4: Content Migration	<a href="#">Liquor Control Commission</a>	Liquor Control Commission	9/23/2022	23-Oct	23-Mar		Medium
41	Dev Phase 4: Content Migration	<a href="#">Crime Commission</a>	Crime Commission	9/23/2022	23-Oct	23-Jun		Medium
42	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Accountability and Disclosure Commission</a>	Nebraska Accountability and Disclosure Commission	9/26/2022	23-Oct	23-Jun		Medium
43	Dev Phase 4: Content Migration	<a href="#">Nebraska Department of Revenue</a>	Nebraska Department of Revenue	9/26/2022	23-Oct	23-Jun		High
44	Dev Phase 4: Content Migration	<a href="#">Nebraska Department of Insurance</a>	Nebraska Department of Insurance	9/26/2022	23-Oct	23-Jun		High
45	Dev Phase 3: Modules Upgrade	<a href="#">Assistive Technology Partnership</a>	Assistive Technology Partnership	9/27/2022	23-Oct	23-Jun		High
46	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Department of Banking and Finance</a>	Nebraska Department of Banking and Finance	9/27/2022	23-Oct	23-Jun		High
47	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Public Service Commission</a>	Nebraska Public Service Commission	9/27/2022	23-Oct	23-Jun		High
48	Dev Phase 4: Content Migration	<a href="#">Tax Equalization and Review Commission</a>	Tax Equalization and Review Commission	9/27/2022	23-Nov	23-Jun		High
49	Dev Phase 3: Modules Upgrade	<a href="#">Governor Jim Pillen</a>	Governor Jim Pillen	9/28/2022	23-Nov	23-Aug		High
50	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska One Stop Portal</a>	Governor Jim Pillen	9/28/2022	23-Nov	23-Aug		High
51	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Attorney General's Office</a>	Nebraska Attorney General's Office	9/28/2022	23-Nov	23-Aug		High
52	Dev Phase 4: Content Migration	<a href="#">Protect the Good Life</a>	Nebraska Attorney General's Office	9/28/2022	23-Nov	23-Aug		High
53	Dev Phase 3: Modules Upgrade	<a href="#">Nebraska Department of Natural Resources</a>	Nebraska Department of Natural Resources	9/29/2022	23-Dec	23-Dec		Very High
54	Dev Phase 3: Modules Upgrade	<a href="#">Department of Motor Vehicles</a>	Department of Motor Vehicles	9/29/2022	24-Jan	24-Mar		Very High
55	Dev Phase 3: Modules Upgrade	<a href="#">Department of Veterans' Affairs</a>	Department of Veterans' Affairs	9/29/2022	24-Feb	24-Mar		Very High
56	Dev Phase 4: Content Migration	<a href="#">Department of Veterans' Affairs World War I Commemoration</a>	Department of Veterans' Affairs	9/29/2022	24-Mar	24-Mar		Medium
Canceled								
57	Canceled	<a href="#">History Nebraska</a>	History Nebraska					Very High
58	Canceled	<a href="#">Nebraska Emergency Management Agency</a>	Nebraska Emergency Management Agency					Very High
59	Canceled	<a href="#">Nebraska Interactive Meadowlark Website</a>	Nebraska Interactive					Low
60	Canceled	<a href="#">Nebraska Interactive Website</a>	Nebraska Interactive					Low
61	Canceled	<a href="#">Nebraska Dose of Reality</a>	Nebraska Attorney General's Office					High
62	Canceled	<a href="#">City of Lyons</a>	City of Lyons					Low



Date Last Revised:	
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Phase	Description
Dev Phase 1: Theme Upgrade	Create a new theme for each Drupal 7 website (60+ sites). Convert the theme coding language from php to yami and make the overall file structure more consistent across all websites.
Dev Phase 2: Templates Upgrade	Create new templates for each theme (hundreds of templates). Convert the template coding language from php to twig as required by Drupal 9. Refactor and upgrade some of the older code.
Dev Phase 3: Modules Upgrade	Set up local development environments to test new modules and the content migration process. We also use these environments to test our new themes and QA our new code changes.
Dev Phase 4: Content Migration	Migrate content from the production databases to local database.
Dev Phase 5: Rebuild Site Logic	Rebuild all of the views and database queries for each website
Dev Phase 6: Testing	Migration to TEST server and eventually PRODD server. Conduct internal and external testing.

SIXTH AMENDMENT

to the

Contract for Services

Between

the Nebraska State Records Board  
on behalf of the

State of Nebraska

and

Nebraska Interactive, LLC

This SIXTH AMENDMENT ("Amendment") is entered into by Nebraska Interactive, LLC, dba Tyler Nebraska, a wholly owned subsidiary of Tyler Technologies, Inc. (the "Contractor") and the Nebraska State Records Board ("NSRB").

1. This Amendment modifies the Contract for Services between the NSRB and the Contractor (collectively referred to as the "Parties") effective April 1, 2019 ("Master Contract").
2. The NSRB and the Contractor desire to amend the Master Contract to modify provisions regarding Electronic Services and to authorize limited use of cloud-based services.

The Parties hereby agree to amend the Master Contract as follows:

- A. Part I. Terms and Conditions, Section B. Definitions, Paragraph 18. is deleted in its entirety and replaced with the following Paragraph 18:
  18. Electronic Services: Means commercial, readily available services provided through hardware, software and network infrastructure hosted by the Contractor's parent, or another of its affiliates, or with an approved cloud-service provider, that enable applications developed by Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; to process other forms of Electronic Funds Transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Network Users of fee services. Electronic Services includes the services set forth in Revised Appendix E and other related online services as may from time to time developed by any NICUSA affiliate outside of this Contract and made available to the State through the Contractor. Electronic Services shall not include (a) applications developed under this Contract, or (b) interfaces customized by the Contractor to enable an Electronic Service to function in the State of Nebraska.
- B. Appendix E – Electronic Services of the Master Contract, as previously amended in the Third Amendment to the Master Contract, is deleted and replaced entirely with the attached Revised Appendix E – Electronic Services.

This Amendment to the Master Contract is mutually agreed upon by the Parties and is supported by lawful consideration, the receipt and sufficiency of which are hereby acknowledged. The remaining terms of the Master Contract, including changes made in prior amendments which are unchanged by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates shown below.

\_\_\_\_\_  
Robert B. Evnen  
Chair, Nebraska State Records Board  
Nebraska Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Tanner Hughes  
General Manager  
Nebraska Interactive, LLC  
1135 M Street, Suite 220  
Lincoln, NE 68508

\_\_\_\_\_  
(date)

## REVISED APPENDIX E - ELECTRONIC SERVICES

The Payment Engine (TPE) ® System

CommonCheckout Page

Payport

Customer Database (COB)

Event Registration

Gov2Go

Gov2GoPay

OnTheGo (OtG)

Vital Records Ordering System

RXGov

Enterprise Licensing Portal (ELP)

PromptPay

MicroServices

Outdoor Recreation

YourPass Now

TeleGov

CheckFreePay

AppEngine

Engagement Builder (also known as AccessGov (AG))

Application Platform, powered by Entellitrak

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It is agreed by the Parties that Engagement Builder (also known as AccessGov (AG)) and Application Platform, powered by Entellitrak, may be provided by Contractor as cloud-based, or cloud computing services. All cloud-based, or cloud computing services shall be provided and hosted consistent with the requirements of the Master Contract and with the Nebraska Information Technology Commission (NITC) Technical Standards and Guidelines, with emphasis upon the prior approval process required by NITC Standard 8-607 for Cloud Computing.



**MEMORANDUM**

TO: NEBRASKA STATE RECORDS BOARD

FROM: TYLER NEBRASKA

DATE: JUNE 30, 2023

RE: REQUEST FOR SUBCONTRACTOR WAIVER

**Overview of Request**

Nebraska Interactive, LLC dba Tyler Nebraska, the contracted network manager, is requesting the Nebraska State Records Board (NSRB) consider providing a waiver of the requirement in Part I. Section F. of the Master Contract, which requires subcontractors to have the same insurance as is required of Tyler Nebraska. Tyler Nebraska intends to subcontract work to Dogwood Media Solutions (Dogwood) to design and build websites while other Tyler Nebraska resources focus on Drupal upgrades.

**Introduction to Proposed Subcontractor**

Dogwood Media Solutions (<https://dogwoodmediasolutions.com>) was founded in 2019 as a merger between Dogwood Design and Harris Media Solutions. Located in Pike Road, Alabama, Dogwood partners with a wide variety of clients to create professionally built websites, and also provides digital marketing and branding services.

Dogwood currently partners with several other Tyler Technologies state enterprises. Dogwood works as an extension of its website design teams, providing design and build assistance. Currently, other states that work with Dogwood are South Carolina, Louisiana, Mississippi, and Alabama. Each state uses Dogwood to fill needs on their design and development teams in order to meet deadlines and provide top-level consistent work.

Examples of recent projects Dogwood has completed include the following sites:

[MS.gov](https://www.ms.gov)

[SC.gov](https://www.sc.gov)

[SCWorks.org](https://www.scworks.org)

[Revenue.Alabama.gov](https://www.revenue.alabama.gov)

[OutdoorAlabama.com](https://www.outdooralabama.com)

**Scope of Work for Subcontractor**

As a subcontractor, Dogwood would work closely with members of the Tyler Nebraska team to design and build websites for Nebraska state partners. Tyler Nebraska would remain intimately involved with the design and build specifications to ensure they meet the standards of other Tyler Nebraska-built websites. Tyler Nebraska will be providing a style guide to ensure that Dogwood’s work is representative of the same quality you have come to expect from us. At the conclusion of the build process, Dogwood will transfer the website to Tyler Nebraska who will launch, host, and maintain the website going forward.

In performing work as a subcontractor, Dogwood will not have access to Tyler Nebraska’s production environment and will not have access to payment information or to any of the State of Nebraska’s sensitive information or data.

Dogwood does not maintain the same level of insurance as Tyler Nebraska. Due to the limited scope of work to be performed by Dogwood, obtaining insurance in the amounts required by the Master Contract is not practical or feasible. Therefore, Tyler Nebraska is requesting a waiver of the insurance coverage specified in Part I. Section F. of the Master Contract for Dogwood.

**Proposed Insurance Amounts**

Tyler Nebraska is fully liable for any work performed under the Master Contract, regardless of the insurance coverage of its subcontractors. If damages exceed the subcontractor’s insurance, Tyler Nebraska is still fully responsible to the State of Nebraska in its role as the prime contractor.

Tyler Nebraska requests the following be applicable to the services Dogwood provides as a subcontractor of Tyler Nebraska based upon the limited scope of work of website development.

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
<b>WORKER’S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>CYBER LIABILITY</b>	
Technology Services Errors and Omissions	\$250,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**Other Information**

This opportunity will provide partners the ability to begin website project work sooner than would otherwise be possible. Tyler NE staff will continue to work towards completing Drupal upgrades until that initiative is complete. Utilization of this subcontractor will not cost state partners any additional money. Tyler Nebraska will continue to utilize rates as provided in the master contract.

**Electronic Government Service Level Agreement  
with  
City of Auburn, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and City of Auburn, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however,* to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: City of Auburn, Nebraska,  
Mayor  
1101 J Street  
Auburn, Nebraska 68305

Phone: (402) 274-3420

Email:

Mailing Address: Nebraska Interactive dba NIC Nebraska  
1135 M Street, Suite 220  
Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)



Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.

13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

#### 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
D107D89E8201402...

Bob Sanders  
Interim General Manager

5/15/2023  
Date

**City of Auburn, Nebraska**

DocuSigned by:  
  
2CB7BB3F1C6640B...

Chris Erickson  
Mayor

5/17/2023  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E00FED5466...

Secretary of State, Robert B Evnen  
Chairperson

5/19/2023  
Date

**Electronic Government Service Level Agreement  
with  
City of Bloomfield, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and City of Bloomfield, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however,* to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nityc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	City of Bloomfield, Nebraska, Mayor 101 South Broadway Bloomfield, Nebraska 68718
Phone:	(402) 373-2820
Email:	<a href="mailto:blfdadm@gpcom.net">blfdadm@gpcom.net</a>

Mailing Address:	Nebraska Interactive dba NIC Nebraska 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>



Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.

13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

#### 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
E107D89E8201402...

Bob Sanders  
Interim General Manager

5/9/2023  
Date

**City of Bloomfield, Nebraska**

DocuSigned by:  
  
F0D27A08AF194F4...

Brad Eckmann  
Mayor

5/10/2023  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E90FED5466...

Secretary of State, Robert B Evnen  
Chairperson

5/10/2023  
Date

DS  


5/1/2023

**Electronic Government Service Level Agreement  
with  
Village of Brownville, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and Village of Brownville, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: Village of Brownville, Nebraska,  
Village Chairperson  
P.O. Box 67  
Brownville, NE 68321

Phone: (402) 825-4551

Email: [Brownvilleclerk@gmail.com](mailto:Brownvilleclerk@gmail.com)

Mailing Address: Nebraska Interactive dba NIC Nebraska  
1135 M Street, Suite 220  
Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)



Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

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10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

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- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
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  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
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  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

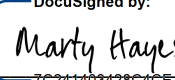
DocuSigned by:  
  
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Brent Hoffman  
General Manager

3/21/2023

Date

**Village of Brownville, Nebraska**

DocuSigned by:  
  
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Marty Hayes  
Village Chairperson

3/29/2023

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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Secretary of State, Robert B Evnen  
Chairperson

3/31/2023

Date

DS  


3/21/2023

**Electronic Government Service Level Agreement  
with  
Dawson County, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and Dawson County, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	Dawson County, Nebraska, Chairperson 700 N. Washington Street Lexington, Nebraska 68850
Phone:	(308) 489-5671
Email:	

Mailing Address:	Nebraska Interactive dba NIC Nebraska 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>



Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.

13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

#### 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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Bob Sanders  
Interim General Manager

5/9/2023

Date

**Dawson County, Nebraska**

DocuSigned by:  
  
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Rod Reynolds  
Chairperson

5/31/2023

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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Secretary of State, Robert B Evnen  
Chairperson

5/31/2023

Date

DS  


5/1/2023

**Electronic Government Service Level Agreement  
with  
City of Wood River, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and City of Wood River, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor (“Master Contract”) effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however,* to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. **TECHNOLOGY STANDARD** – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: City of Wood River, Nebraska,  
Mayor  
108 W. 10th Street  
Wood River, Nebraska 68883

Phone: (308) 583-2066

Email:

Mailing Address: Nebraska Interactive dba NIC Nebraska  
1135 M Street, Suite 220  
Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)



Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.

13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

#### 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**


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5/15/2023

Bob Sanders  
Interim General Manager

Date

**City of Wood River, Nebraska**

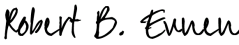
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5/15/2023

Greg Cramer  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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6/12/2023

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


5/12/2023

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Auburn, Nebraska, and the  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and City of Auburn, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for City of Auburn, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2023

Service	City of Auburn, Nebraska Fee	Contractor Portal Fee	NSRB Share
<b>Payport Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
<b>Payport Credit Card</b>	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
<b>Payport PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee


**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

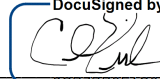
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Partner purchases (3) MagTek DynaPad Swipe Devices
- Not applicable

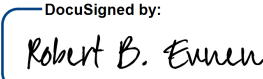
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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Interim General Manager – Bob Sanders  
Nebraska Interactive, LLC dba NIC Nebraska

Date: 5/15/2023

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Mayor - Chris Erickson  
City of Auburn, Nebraska

Date: 5/17/2023

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Chairman – Secretary of State Robert B. Evnen  
Nebraska State Records Board

Date: 5/19/2023

**REVISED Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Dawson County, Nebraska, and the  
Nebraska State Records Board**

This REVISED Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and Dawson County, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the Partner.

**Project:** Payport for Dawson County, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2023

Service	Dawson County, Nebraska Fee	Contractor Portal Fee	NSRB Share
<b>Payport Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
<b>Payport Credit Card</b>	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
<b>Payport PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee


**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor provides (3) FD40 Swipe Devices
- Partner purchases (3) FD40 Swipe Devices
- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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Date: 5/9/2023

Interim General Manager – Bob Sanders

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
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Date: 5/31/2023

Chairperson - Rod Reynolds

Dawson County, Nebraska

DocuSigned by:  
By:   
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Date: 5/31/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board



**Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Yutan, Nebraska, and the  
Nebraska State Records Board**

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and City of Yutan, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for City of Yutan, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2023

Service	City of Yutan, Nebraska Fee	Contractor Portal Fee	NSRB Share
<b>Payport Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
<b>Payport Credit Card</b>	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
<b>Payport PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one)

- Partner purchases (1) FD40 Swipe Device

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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Date: 4/18/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

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By:   
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Date: 4/18/2023

Mayor - Mike Kelly

City of Yutan, Nebraska

DocuSigned by:  
By:   
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Date: 4/21/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Wood River, Nebraska, and the  
Nebraska State Records Board**

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and City of Wood River, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Citizen Payment Processing for City of Wood River, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2023

Service	City of Wood River, Nebraska Fee	Contractor Portal Fee	NSRB Share
<b>Citizen Payment Processing Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
<b>Citizen Payment Processing Credit Card</b>	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
<b>Citizen Payment Processing PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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By:   
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Date: 5/15/2023

Interim General Manager – Bob Sanders

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
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Date: 5/15/2023

Mayor - Greg Cramer


City of Wood River, Nebraska

DocuSigned by:  
By:   
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Date: 6/12/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
 5/12/2023

**Termination Agreement  
Between  
Nebraska Interactive, LLC dba NIC Nebraska  
Nebraska State Historical Society, and the  
Nebraska State Records Board**

This Termination Agreement (“Agreement”) is made by Nebraska Interactive, LLC dba NIC Nebraska (“Contractor”), the Nebraska State Records Board (“NSRB”), and Nebraska State Historical Society (“Partner”), and sets forth the mutual agreement to terminate certain agreements, and the services covered by such agreements, which the Contractor provides to Partner.

RECITALS:

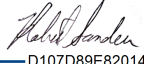
- A. The State of Nebraska (“State”) contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State’s online information portal (“Master Contract”).
- B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreement:  
  
Statement of Work 200034-1, dated December 9, 2016 (“SOW”) regarding the Nebraska State Historical Society Meadowlark Website, which was amended by the parties on January 18, 2022 (“Amendment One”).
- C. The Contractor, NSRB, and Partner mutually agree to terminate certain agreements, and the services covered by such agreements, as further specified in this Agreement.

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

- 1. The following agreements, and services covered by such agreements, are hereby terminated, effective November 10, 2022 (“Effective Date”):  
  
SOW and Amendment One
- 2. The parties agree that their respective rights and obligations are terminated for each party’s mutual convenience on the Effective Date with respect to the agreements and services identified for termination by the parties under this Agreement. Any agreements between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.
- 3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC (Contractor)**

DocuSigned by:  
  
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Bob Sanders Date  
Interim General Manager

**Nebraska State Historical Society (Partner)**

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Jill Dolberg Date  
Director & CEO

**Nebraska State Record Board (NSRB)**

DocuSigned by:  
  
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Secretary of State, Robert B. Evnen Date  
Chairperson

 5/1/2023

**Termination Agreement  
Between  
Nebraska Interactive, LLC dba NIC Nebraska,  
Village of Lodgepole, Nebraska, and the  
Nebraska State Records Board**

This Termination Agreement (“Agreement”) is made by Nebraska Interactive, LLC dba NIC Nebraska (“Contractor”), the Nebraska State Records Board (“NSRB”), and the Village of Lodgepole, Nebraska, (“Partner”), and sets forth the mutual agreement to terminate certain agreements, and the services covered by such agreements, which the Contractor provides to Partner.

RECITALS:

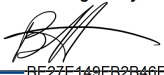
- A. The State of Nebraska (“State”) contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State’s online information portal (“Master Contract”).
- B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreements:  
  
Addendum One, dated August 6, 2015, regarding over-the counter payments (“Addendum One”).
- C. The Contractor, NSRB, and Partner mutually agree to terminate certain agreements, and the services covered by such agreements, as further specified in this Agreement.

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

- 1. The following agreements, and services covered by such agreements, are hereby terminated, effective May 1, 2023 (“Effective Date”):  
  
Addendum One
- 2. The parties agree that their respective rights and obligations are terminated for each party’s mutual convenience on the Effective Date with respect to the agreements and services identified for termination by the parties under this Agreement. Any agreements between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.
- 3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized official or officers listed below.


**Nebraska Interactive, LLC (Contractor)**

DocuSigned by:  
  
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 \_\_\_\_\_  
 Brent Hoffman Date  
 General Manager

**Village of Lodgepole, Nebraska**

DocuSigned by:  
  
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 \_\_\_\_\_  
 R.J. Savely Jr. Date  
 Village Chairperson

**Nebraska State Record Board (NSRB)**

DocuSigned by:  
  
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 Secretary of State, Robert B. Evnen Date  
 Chairperson

**REVISED Addendum Fifteen to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Nebraska Department of Motor Vehicles, and the  
Nebraska State Records Board**

This REVISED Addendum Fifteen to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and Nebraska Department of Motor Vehicles ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum Fifteen supersedes and replaces the prior Addendum Fifteen, between the Contractor, NSRB, and the Partner.

**Project:** Fleet Renewals for Nebraska Department of Motor Vehicles

**Revenue Type:** Instant Access

**Implementation:** 2023

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
<b>Fleet Renewals Electronic Check</b>	Full statutory/assessed fee charged by Partner	.5% of Partner Fee	20% of Portal Fee
<b>Fleet Renewals Credit Card</b>	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
<b>Fleet Renewals PIN Debit</b>	Full statutory/assessed fee charged by Partner	N/A	20% of Portal Fee


**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- The Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

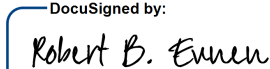
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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By:  \_\_\_\_\_ Date: 5/9/2023  
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Interim General Manager – Bob Sanders  
Nebraska Interactive LLC dba NIC Nebraska

DocuSigned by:  
By:  \_\_\_\_\_ Date: 5/9/2023  
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Director - Rhonda Lahm  
Nebraska Department of Motor Vehicles

DocuSigned by:  
By:  \_\_\_\_\_ Date: 5/10/2023  
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Chairman – Secretary of State Robert B. Evnen  
Nebraska State Records Board

**PROJECT STATUS REVIEW**  
**COUNTY Q1 2023**  
 July 27, 2023

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Auburn City</b>	<b>PayPort</b>	4/24/2023	5/2023	Tier 2
1. Describe the project?	The City of Auburn is implementing credit card usage at our City Hall, Library and Pool.			
2. What is the status of the project	We have signed up, received the devices and completed an online orientation. We are now setting up some users and items.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
crystald@auburn.ne.gov Called: Emailed: 6/27/2023 Response: 06/27/2023				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Bloomfield City</b>	<b>NLCC Renewal Local Set Up</b>	03/24/2023	04/2023 <b>Completed 4/12/2023</b>	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
bloomfield@gpcom.net Called: Emailed: 6/27/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Brownville Village</b>	<b>NLCC Renewal Local Set Up</b>	11/30/2022	4/23 Completed 4/3/2023	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
brownvilleclerk@gmail.com Called: Emailed: 6/27/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Wood River City	Utility Payments (AE)	4/27/2023	05/2023	Tier 2
1. Describe the project?	Utility Payments.			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	The delay was on my part.			
4. Will it be launched within the next 90 days?	Yes.			
treasurercwr@woodriverne.com Called: Emailed: 6/27/2023 Response: 6/28/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Yutan City	PayPort	4/14/2023	04/2023 Completed 04/27/2023	Tier 2
1. Describe the project?	This was a project to provide online and over the counter payment options for our customers paying utility bills and city fees.			
2. What is the status of the project	The project is completed and up and running.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	The project is completed and up and running.			
cheaton@cityofyutan.com Called: Emailed: 6/27/2023 Response: 06/27/2023				

**PROJECT STATUS REVIEW**  
**(STATE) Q1 2023**  
 July 27, 2023

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Administrative Office of the Courts</b>	<b>Amended Service Returns</b>	09/01/2022	<b>05/2023</b> Completed 5/23/2023	Tier 3
1. Describe the project?	Adding an additional document type for Sheriff/Law Enforcement/Process Servers to electronically file to the courts.			
2. What is the status of the project	Completed, in production.			
3. Was there any delay? If so, why?	Yes, design issues.			
4. Will it be launched within the next 90 days?	N/A; currently in production			
Sherry Dennis/Chad Cornelius Called: Emailed: 6/27/2023 Response: 6/28/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est. Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Administrative Office of the Courts</b>	<b>Judge Portal eSignature Enhancement</b>	02/17/2023	<b>07/2023</b> Changed	Tier 2
1. Describe the project?	An enhancement to the Judge Portal to allow for electronic signing of all Orders.			
2. What is the status of the project	In development with Tyler-NE.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	Possibly, depending on further testing.			
Sherri Dennis/Chad Cornelius Called: Emailed: 6/27/2023 Response: 6/28/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Administrative Office of the Courts</b>	<b>Trial eFiling eService</b>	1/03/2022	04/2023 Completed 4/25/2023	Tier 1
1. Describe the project?	Updating eService to be available on all electronic filings to the Courts.			
2. What is the status of the project	Completed, in production.			
3. Was there any delay? If so, why?	Yes, compliance issues with partner production.			
4. Will it be launched within the next 90 days?	N/A; currently in production.			
Sherri Dennis/Chad Cornelius Called: Emailed: 6/27/2023 Response: 06/28/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Agriculture	Monthly Commodity Reporting Milk Fee Changes 2023	6/5/2023	06/2023	Tier 2
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Linda.taylor@nebraska.gov Called: Emailed: 6/27/2023 Response:				



<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Brand Committee</b>	<b>RFL Renewal Change</b>	01/09/2023	08/2023	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Danna Schwenk Called: Emailed: 6/27/2023 Response:				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Brand Committee</b>	<b>Admin Inspector Report Enhancement</b>	05/16/2023	06/2023	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Danna Schwenk Called: Emailed: 6/27/2023 Response:				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Brand Committee</b>	<b>Admin Homepage Load Enhancement</b>	05/16/2023	06/2023	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Danna Schwenk Called: Emailed: 6/27/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Electrical Division	Specialty Installer Exam Application	05/02/2023	06/2023 Completed 05/30/2023	Tier 3
1. Describe the project?	Add 3 specialty license to the exam application.			
2. What is the status of the project	Project is complete.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	It has already been launched.			
Craig Thelen Called: Emailed: 6/27/2023 Response: 6/27/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Department of Motor Vehicles</b>	<b>Motor Carrier TeleGov Appointment System</b>	3/7/2023	5/2023 Completed 05/25/2023	Tier 1
1. Describe the project?	The purpose of this project was to establish an on-line appointment system in the Motor Carrier Services Division in an effort to manage foot traffic and staff resources in our office in the NSOB.			
2. What is the status of the project	We launched this project in production on May 22, 2023.			
3. Was there any delay? If so, why?	There was a short delay that resulted in moving the launch date by 1 week. I believe it was some sort of contractual issue that was quickly resolved.			
4. Will it be launched within the next 90 days?	N/A already launched.			
Cathy.beedle@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/27/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Department of Motor Vehicles</b>	<b>Driver License Record (DLR) Batch Monitoring System for Sentinel</b>	3/10/2023	05/2023 Completed 05/30/2023	Tier 3
1. Describe the project?	This project was undertaken due to a request from a customer direct to NIC, we have no knowledge of a description, status, etc.			
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Betty Johnson Called: Emailed: 6/27/2023 Response: 6/27/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	SR22/26 Bulk Integration-Versik/USAA	12/14/2022	07/2023	Tier 2
1. Describe the project?	The process allows the insurance company to submit SR22/SR26 insurance certificates electronically and they post directly to the driving record.			
2. What is the status of the project	My last contact with Verisk was on 6/13/2023 – they had questions about cancellation dates to use on the SR26.			
3. Was there any delay? If so, why?	Verisk emailed this on 6/7/2023: “Hi Lisa, we are hoping to get this wrapped up soon. Our Dev team has had competing priorities so that has caused a bit of holdup on my side. I will keep you posted once I have a more definite timeline.”			
4. Will it be launched within the next 90 days?	That will be up to Verisk.			
Lisa Wolfe Called: Emailed: 6/27/2023 Response: 6/27/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Department of Motor Vehicles</b>	<b>Driver License Services-Lexis Nexis Fraud Detection Service Phase 1</b>	04/07/2023	06/2023 Completed 06/05/2023	Tier 1
1. Describe the project?	In conjunction with Tyler Technologies, a partnership with Lexis Nexis to increase online security.			
2. What is the status of the project	Phase 1 fully implemented.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	N/A			
Matt.Coatney@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/27/2023				



<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Department of Motor Vehicles</b>	<b>Driver License Services-Lexis Nexis Fraud Detection Service Phase II (Q&amp;A)</b>	04/07/2023	07/2023	Tier 1
1. Describe the project?	In conjunction with Tyler Technologies, a partnership with Lexis Nexis to increase online security; second phase.			
2. What is the status of the project	Ongoing.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Matt.Coatney@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/27/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Department of Motor Vehicles</b>	<b>OTC Temporary Document Voter ID Update</b>	05/23/2023	06/2023 Completed 06/05/2023	Tier 1
1. Describe the project?	Adding applicant photo to license temp doc as a result of Voter ID legislation.			
2. What is the status of the project	Complete.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	N/A.			
Matt.coatney@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/27/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Driver License Services-Voter ID Update	05/23/2023	06/2023	Tier 1
1. Describe the project?	Implementing free State ID cards as a result of the passage of LB138.			
2. What is the status of the project	Complete.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	N/A.			
Matt.coatney@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/27/2023				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
State Patrol	NSP Project (MCDV)	09/29/2021	05/2023 Completed 05/09/2023	Tier 3
1. Describe the project?	The MCDV project is an automated system that reports misdemeanor crime of domestic violence convictions to the federal National Instant Criminal Background Check System (NIC) database directly from the convicting court. This will ensure this firearm prohibiting information is available nationwide for firearm background checks.			
2. What is the status of the project	Significant enhancements to the project were deployed on May 9, 2023. We are continuing to address bugs which arise and are planning the next round of enhancements needed as the result of the passing of the Bipartisan Safer Communities Act of 2022.			
3. Was there any delay? If so, why?	Yes – changes to the Nebraska State Patrol message switch via vendor, Datamaxx, have been needed to resolve existing bugs. Furthermore, due to the passing of the Bipartisan Safer Communities ASct of 2022, unexpected changes to this project are required.			
4. Will it be launched within the next 90 days?	I do not know if the enhancements will be launched within the next 90 days, however, it is expected to be completed by the end of 2023.			
Kelsey.Remmers@nebraska.gov Called: Emailed: 6/27/2023 Response: 6/28/2023				



June 28<sup>th</sup>, 2023

Libby Elder, Executive Director  
Nebraska State Records Board

RE: Service Outage on April 20<sup>th</sup>, 2023

Director Elder,

This letter provides additional information that you requested regarding the data center outage on April 20<sup>th</sup>, 2023. Tyler Technologies has provided a complete incident report (attached) with details of the outage, Tyler's response, and remediation steps.

As the report indicates, AT&T experienced a service outage in the Washington DC area, due to a non-AT&T contractor hitting a fiber duct with a boring rig drill. As a result, Tyler Technology's primary data center was taken offline, along with all services we provide for the State of Nebraska. Tyler's Infrastructure and Hosting teams, along with local Tyler Nebraska team members, enacted Disaster Recovery procedures and restored services within approximately 2 hours and 56 minutes from the start of the service interruption.

We understand that the Nebraska State Records Board (NSRB) would be interested in knowing why service restoration took nearly three hours to complete. After a thorough review of sequence of events during the outage, we have determined that while the failover procedure itself took 56 minutes to fully restore services (with most services up after 26 minutes), the decision to failover was not made until two hours into the outage. This delay in decision making was due in large part to our management's reluctance to execute a data center failover in a "real world" scenario and concerns about data integrity.

In consultation with Chief Information Officer Ed Toner, Tyler Nebraska teams are working to align our failover policies and procedures more closely with those of the state. These changes will include more frequent failover testing along with running for longer periods in the alternate data center. These changes will help to uncover issues between data centers and will increase our team's confidence with performing a failover in a "real world" outage situation. We will also establish formal policies that require failover after a set period of time, for example after 30 minutes.

We are currently evaluating these changes to our policies and procedures and will coordinate with the NSRB as we put them into practice.

Regards,

Bob Sanders  
Vice President and acting General Manager, Tyler Technologies, Nebraska

CC: Robert Evnen, Secretary of State & NSRB Chairperson

## Tyler Nebraska Incident Report

<b>Incident Number</b>	TNE-INC0388826
<b>Apps/Services Impacted</b>	Payment and State Enterprise services hosted in Ashburn, VA
<b>Business Impact</b>	Payment and state enterprise services hosted in the Ashburn datacenter were unavailable
<b>Issue Reported Time</b>	04-20-2023 12:26:18
<b>Impact Start Time</b>	04-20-2023 12:25:18
<b>Impact End Time</b>	04-21-2023 15:21:00
<b>Impact Duration</b>	2 Hours 56 Minutes
<b>Incident Description</b>	<p>On Thursday April 20<sup>th</sup>, 2023, Tyler Technologies encountered a significant service outage that affected all online services and websites. Service disruptions began at 12:25 (CST).</p> <p>Tyler NE staff was able to determine that multiple services hosted in the Ashburn, VA datacenter were unavailable. Users attempting to access online services and websites would have been unable to reach the sites and would likely receive a “404” error.</p> <p>Initial troubleshooting by Tyler’s Infrastructure and Hosting (I&amp;H) teams revealed the primary and secondary internet circuits to AT&amp;T were not operational. I&amp;H staff opened a ticket with AT&amp;T to assist in troubleshooting.</p> <p>With the duration of the event extending, I&amp;H staff worked with multiple state enterprises to move services with configured DR capability to the Allen, TX datacenter.</p> <p>AT&amp;T located the damaged fiber and implemented a temporary solution bypassing the severed cable early on 4/21/2023. This restored internet connectivity to services that may have remained unavailable in the Ashburn datacenter.</p>
<b>Root Cause</b>	A boring rig punctured a Fiberlight duct which contained AT&T circuits and cut through multiple cables.
<b>Remediation Steps</b>	<ol style="list-style-type: none"><li>1. The failover process began at approximately 2:25 pm and services were restored between 2:40 pm and 3:21 pm. Services may have experienced sporadic issues as a result of the failover. Tyler Nebraska staff worked to re-run scheduled jobs, adjust connections for bulk data customers and other preventative work for future failovers.</li></ol>

2. AT&T staff spliced a temporary fiber cable bypassing the severed cable

AT&T has provided a letter with more information (see below)

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Tyler Technologies is evaluating additional steps to improve both the redundancy and resiliency of the data center as well as improving internal processes to increase the speed of failover in the future.

Data center improvements:

- Work with AT&T on point of presence (POP) diversity of circuits
- Research network carrier diversity to include more than just AT&T.

Failover process improvements:

- Automation tool (Jenkins) ability to failover to secondary data center
- Include Database failover in Jenkins so it can be executed without requiring the database team member.
- Include File system storage failover in Jenkins so it can be executed without requiring a storage team member.
- Include Nebraska Startup/shutdown scripts in Jenkins for Nebraska servers to decrease the time it takes to start the services on each server in the secondary data center.

#### **Follow up steps**

Training and Testing Process improvements

- Establish standard operating procedures to require failover after 30 minutes of downtime.
  - Evaluate quarterly failover tests to include complete failover and remain in alternate data center for longer periods (e.g., weeks or months).
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*May 2<sup>nd</sup>, 2023*

To Whom It May Concern:

On April 20<sup>th</sup>, 2023, AT&T experienced a service outage in the Washington DC area, due to a non-AT&T contractor hitting a fiber duct with a boring rig drill. This duct contained a good amount of fiber, affecting a number of customers in the DC area. AT&T responded promptly and worked with the requisite parties to repair the damages in an effort to restore the service to the impacted customer's as quickly as possible.

AT&T has since confirmed service restoral. We sincerely apologize for any inconvenience associated with this event.

Thank you for doing business with AT&T.

Sincerely,

Christopher S Looper

A handwritten signature in black ink, appearing to read "CS Looper".

*AT&T Account Lead/Representative*



reports and any of the State's information or documentation containing such information. The Contractor must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by the NSRB or agreed by both parties. All transfer of data and information shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

2. The Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

## **Z. PENALTY**

If there is a loss of the functionality of one (1) or more hosted services provided by the Contractor ("Applications") on the Portal, the Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00 am to 7:00 pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, i.e. 7:00 pm to 7:00 am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of the Contractor, the Contractor will pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time-periods set out above at the discretion of the NSRB. If, however the NSRB determines such non-functionality is caused by reasons other than the acts or negligence of the Contractor, the Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2,000 per hour).

The determination of whether the loss of functionality was due to force majeure or beyond the control of the Contractor or the NIC-affiliate hosting the site or sites (if applicable) shall be made by the NSRB and such determination shall be reasonable in good faith and in writing.

## **AA. PERFORMANCE BOND**

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the NSRB based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the NSRB, after termination or expiration of the Contract.

**Q1 Project Priority Report (July 27, 2023 - NSRB Meeting)**

<b>Project In Progress (Revised 6/15/2023)</b>						
Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
1	Administrative Office of the Courts	AOC Amended Service Returns	09/01/22	May-23*	Tier 3	5/23/2023
2	Administrative Office of the Courts	AOC Judge Portal eSignature Enhancement	02/17/23	Jul-23*	Tier 2	
3	Administrative Office of the Courts	AOC Trial eFiling eService	01/03/22	Apr-23	Tier 1	4/25/2023
4	Auburn City	Auburn City PayPort	04/24/23	May-23	Tier 2	
5	Bloomfield City	Bloomfield City NLCC Renewal Local Set Up	03/24/23	Apr-23	Tier 3	04/12/23
6	Brownville Village	Brownville Village NLCC Renewal Local Set Up	11/30/22	Apr-23*	Tier 3	04/03/23
7	Department of Motor Vehicles	DMV Motor Carrier TeleGov Appointment System	03/07/23	May-23	Tier 1	05/25/23
8	Department of Motor Vehicles	DMV Driver License Record (DLR) Batch Monitoring System for Sentinel	03/10/23	May-23	Tier 3	05/30/23
9	Department of Motor Vehicles	DMV SR22/26 Bulk Integration - Verisk/USAA	12/14/22	Jul-23*	Tier 2	
10	Department of Motor Vehicles	DMV - Driver License Services - Lexis Nexis Fraud Detection Service Phase	04/07/23	Jun-23	Tier 1	06/05/23
11	Department of Motor Vehicles	DMV - Driver License Services - Lexis Nexis Fraud Detection Service Phase II (Q&A)	04/07/23	Jul-23	Tier 1	
12	Department of Motor Vehicles	DMV OTC Temporary Document Voter ID Update	05/23/23	Jun-23	Tier 1	06/05/23
13	Department of Motor Vehicles	DMV Driver License Services Voter ID Update	05/23/23	Jun-23	Tier 1	
14	Nebraska Brand Committee	NBC - RFL Renewal Change	01/09/23	Aug-23	Tier 3	
15	Nebraska Brand Committee	NBC Admin Inspector Report Enhancement	05/16/23	Jun-23	Tier 3	
16	Nebraska Brand Committee	NBC Admin Homepage Load Enhancement	05/16/23	Jun-23	Tier 3	
17	Nebraska Department of Agriculture	NDA Monthly Commodity Reporting Milk Fee Changes 2023	06/05/23	Jun-23	Tier 2	
18	Nebraska State Patrol	NSP Project (MCDV)	09/29/21	May-23*	Tier 3	05/09/23
19	State Electrical Division	Specialty Installer Exam Application	05/02/23	Jun-23	Tier 3	05/30/23
20	Wood River City	Wood River City Utility Payments (AE)	04/27/23	May-23	Tier 2	
21	Yutan City	Yutan City PayPort	04/14/23	Apr-23	Tier 2	04/27/23
<b>Project Completed in Quarter 1 2023</b>						
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
22	Antelope County Fair Board	Antelope County Fair Board PayPort	01/17/23	Mar-23*	Tier 2	03/14/23
23	Attorney General's Office	AGO Website Redesign for new AG	11/09/22	Jan-23	Tier 3	01/05/23
24	Auditor of Public Accounts	APA Website Change	12/30/22	Jan-23	Tier 3	1/5/2023
25	Broadwater Village	Broadwater Village NLCC Renewal Local Set Up	08/16/22	Feb-23*	Tier 3	02/02/23
26	Brown County Clerk's Office	Brown County Clerk PayPort	12/28/22	Jan-23	Tier 3	01/18/23
27	Ceresco Village	Ceresco Village NLCC Renewal Local Set Up	02/21/23	Mar-23	Tier 3	02/24/23
28	Department of Motor Vehicles	RoadGuard Interlock Transition	01/30/23	Feb-23	Tier 2	02/22/23
29	Department of Motor Vehicles	DMV Driver License Record (DLR) Point-To-Point Rest Interface Integration for Insurance Information Exchange (iix) - Verisk	06/13/22	Mar-23*	Tier 3	03/10/23
30	Dorchester Village	Dorchester Village Utility Payments (AE)	01/04/23	Jan-23	Tier 3	01/26/23
31	Farwell Village	Farwell Village NLCC Renewal Local Set Up	09/16/22	Jan-23*	Tier 3	01/19/23
32	Governor	Redesign Governor Pillen Website	11/10/22	Jan-23	Tier 3	01/05/23
33	Knox County Clerk's Office	Knox County Clerk NLCC Renewal Local Set Up	02/21/23	Mar-23	Tier 3	02/24/23
34	Lieutenant Governor	Lt. Governor Website Change	12/15/22	Jan-23	Tier 3	01/05/23
35	Merna Village	Merna Village PayPort	01/17/23	Feb-23	Tier 3	02/09/23
36	Milligan Village	Milligan Village NLCC Renewal Local Set Up	11/30/22	Jan-23	Tier 3	01/12/23
37	Nebraska Commission for the Deaf and Hard of Hearing	Nebraska Commission for the Deaf and Hard of Hearing PayPort	12/07/22	Jan-23	Tier 2	01/23/23
38	Nebraska State Patrol	NSP Apt Calendar FBI Category Requirements Update	12/13/22	Mar-23*	Tier 2	03/07/23
39	Niobrara Village	Niobrara Village NLCC Renewal Local Set Up	11/30/22	Jan-23	Tier 3	01/10/23
40	Stamford Village	Stamford Village PayPort	12/15/22	Feb-23	Tier 3	02/06/23
41	State Electrical Division	SED - Electrical Permits System - New License Type	01/25/23	Mar-23	Tier 3	02/14/23
42	Wahoo City	Wahoo City NLCC Renewal Local Set Up	12/15/22	23-Jan	Tier 3	01/23/23
43	Yutan City	Yutan City Utility Payments (AE)	02/10/23	Mar-23	Tier 2	03/22/23
44	Hyannis Village	Hyannis Village PayPort	02/23/22	Mar-23*	Tier 2	03/03/23
<b>Projects Deferred or Paused by Partner</b>						
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
45	Bellevue City	Bellevue City Permits and Inspections	05/26/21		Tier 2	
46	Nebraska Board of Landscape Architects	NSBLA Registrations and Renewal Project	02/06/23		Tier 2	
47	Harrison Village	Harrison Village NLCC Renewal Local Set Up	11/30/22		Tier 3	

# General Manager's Report

January 1st - March 31st

Quarter 1 2023

## Executive Summary

The start of 2023 saw the continuation of our efforts to migrate to updated versions of our content management system, Drupal, and our application development framework Grails. Our teams continue to make gradual progress on both fronts. While we migrate services to newer frameworks, we are continuously looking at ways to expedite the transition and evaluate alternative options. In Q2 we look forward to discussing new and improved platform options as a solution to legacy frameworks.

2023 also brought a new administration and other changes to elected officials. Tyler Nebraska worked promptly to revise websites to reflect the newly elected officials. All website revisions were completed by the January 5th swearing-in date. In addition, we worked closely with the Governor's office to create forms and an additional webpage for executive appointments.

We continue to work closely with our corporate security team to address various threats, including a rise in DDos-for-hire attacks. I have included more information on this trending threat in the security section.

Satisfaction ratings from our public-facing applications remained high, with an overall rating of 4.54. 78% of all respondents gave applications a 5-star rating.

In Q1 we also introduced partners to a new, user-friendly, and feature-rich payment experience. Gov2Go was introduced as a replacement to our Common Checkout Page (CCP). Gov2Go allows citizens to save payment information as well as payment documents from past transactions. Additionally, the Gov2Go Discovery page is a central repository of all the portals online services. Citizens can search the Discovery page by keyword or agency and be directed to online service. Gov2Go aims to improve ease of access and increase engagement with online services.

Bob Sanders

Interim General Manager

Tyler Nebraska

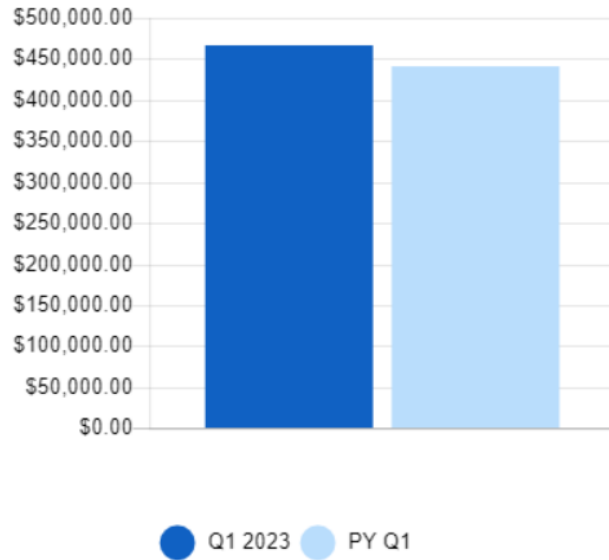
## Financials

### 2023 GM Financials Report

Primary	Q1 2023	PY Q1	Q1% Variance
NI Revenue	\$3,284,463.00	\$3,043,424.00	8%
20% NSRB Margin Share	\$466,464.00	\$440,888.00	6%
Gross Margin	\$2,817,999.00	\$2,602,535.00	8%
Merchant and Payment Processing	\$790,988.00	\$756,210.00	5%
General and Administrative Costs	\$29,543.00	\$32,563.00	-9%
IT and Development	\$878,557.00	\$643,532.00	37%
Compliance	\$5,199.00	\$4,227.00	23%
Marketing and Advertising	\$34,519.00	\$33,152.00	4%
Operating expenses	\$560,906.00	\$537,540.00	4%
Total Expenses	\$2,299,712.00	\$2,007,223.00	15%
Operating Income	\$518,287.00	\$595,313.00	-13%
Total Income Tax Expense (Benefit)	\$139,549.00	\$161,746.00	-14%
Net After-Tax Income (Loss)	\$378,738.00	\$433,567.00	-13%

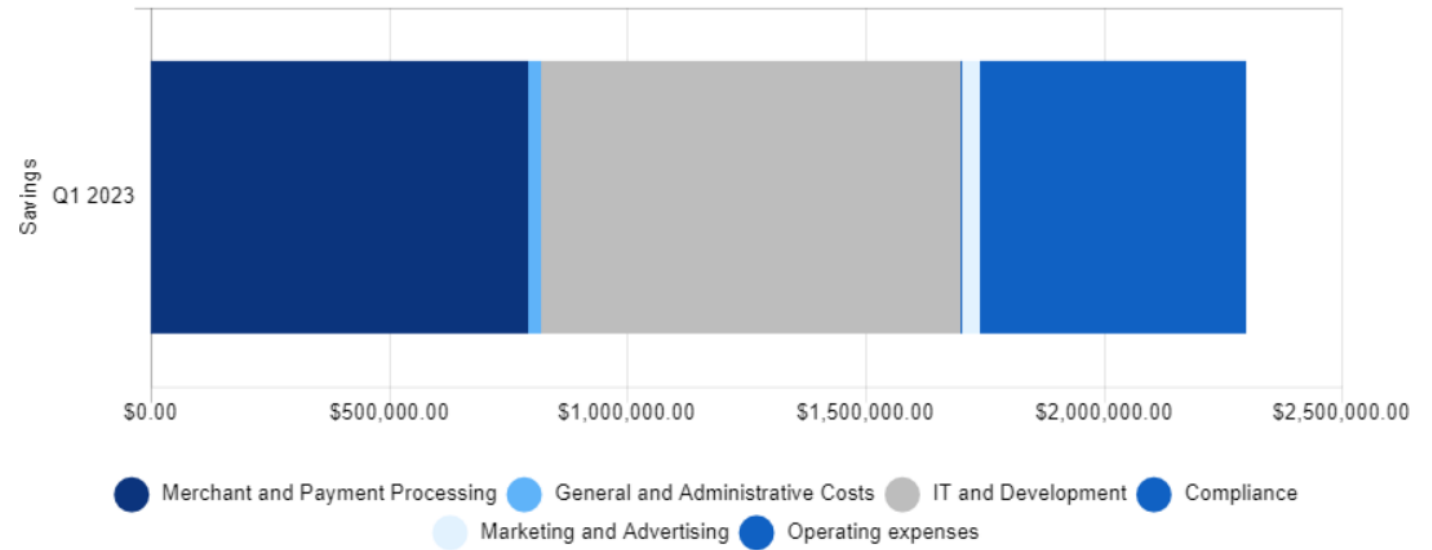


### Cash Back to the State Records Board Fund



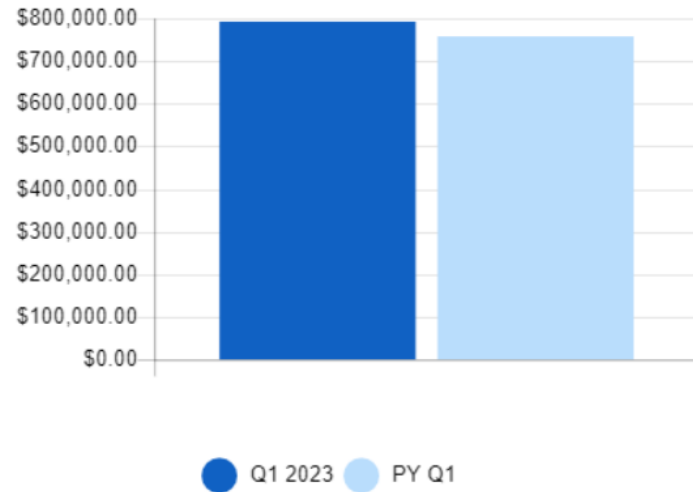
The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q1 2023, NSRB's revenue share increased 6% compared to Q1 2022.

### State Cost Avoidance



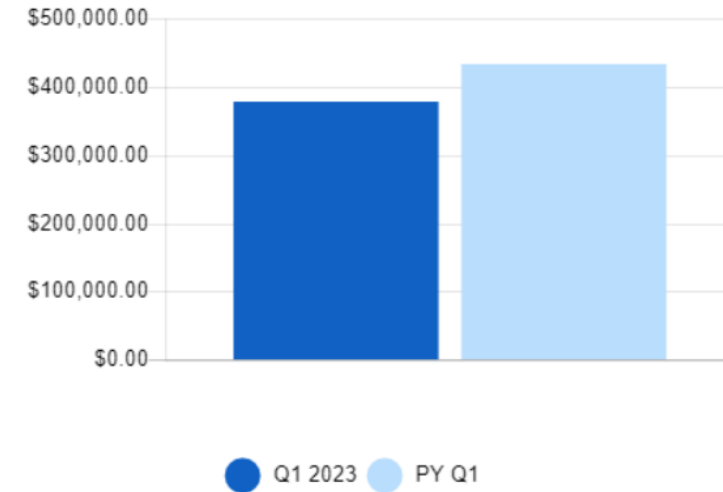
The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$2,299,712 in Q1 of 2023. These various costs increased 15% in Q1 of 2023 compared to the same period in 2022. IT & Development expenses led the way with an increase of 37% in Q1 compared to the previous year.

### Merchant Fees Paid by Tyler on behalf of the State



Tyler Nebraska pays the merchant and banking cost for all board-approved transaction fees. These costs affect the operating income of the portal. Merchant fees increased 5% in Q1 2023 compared to Q1 2022.

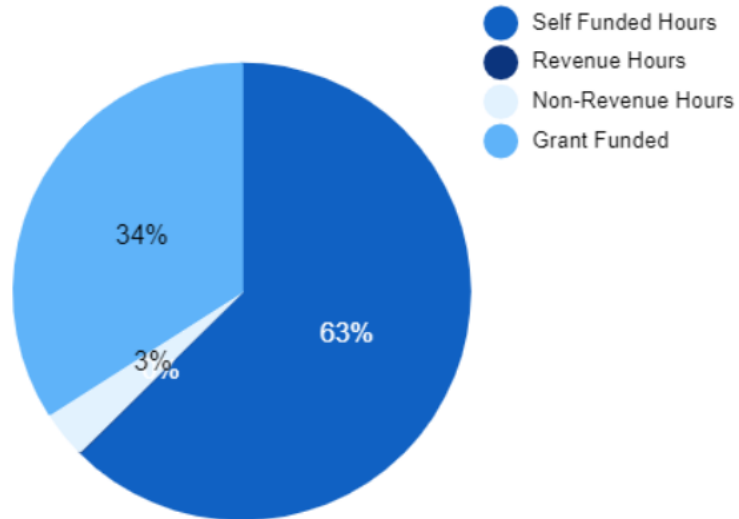
### Tyler NE Net Profit



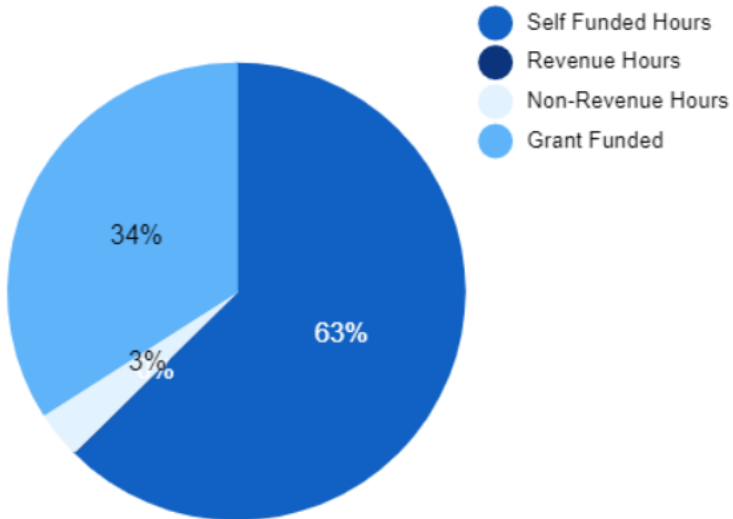
Tyler Nebraska's net profit decreased by -13% in Q1 2023 compared to Q1 2022. Increased expenses a modest revenue growth led to a decrease in net profit.

## Time and Hours Review

Q1 Time Spent by Project Funding



Full-Year 2023 Time Spent by Project Funding



**Self-funded** and **non-revenue** hours are subsidized through transactions approved by the NSRB. **Time and materials** are paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). **Revenue** hours are billed for services such as content management requests. These totals include development hours only.

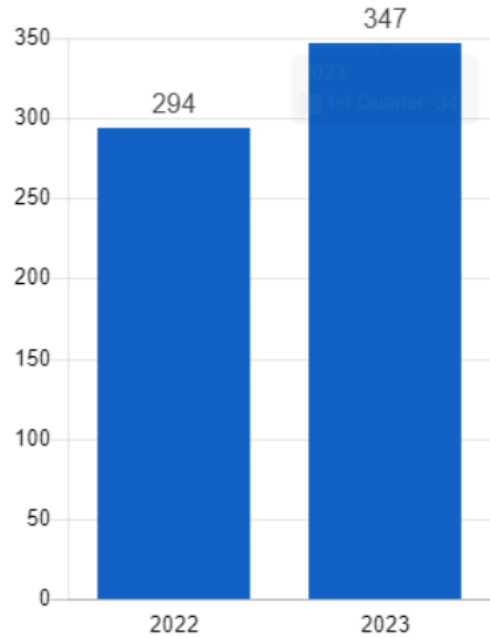
**Grant-funded** hours are non-tax appropriated funds acquired through the NCHIP/NARIP grant in conjunction with the Nebraska State Patrol.

Hours allocated for technical infrastructure upgrades are allocated as "self-funded" hours. In Q1 of 2022, 99% of the hours worked came at no direct cost to state agencies or local partners.

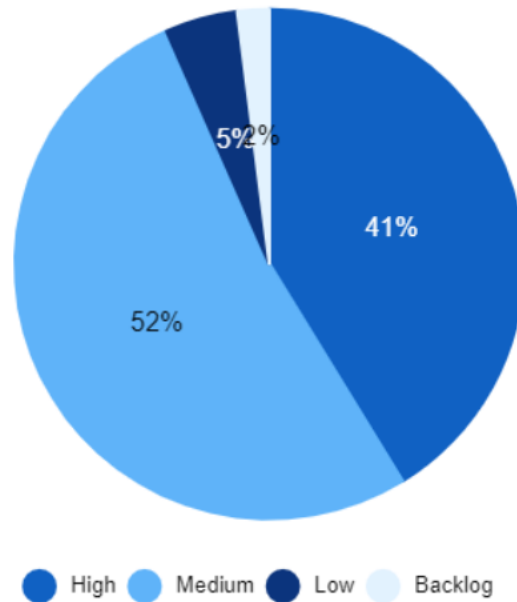
\*Some T&M hours will not be billed to the state if worked over and beyond the SOW agreement.

# Technical

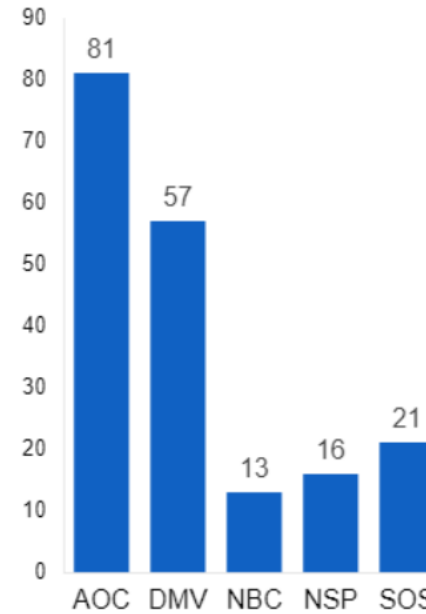
2023 NSRB GM Report Stats



2023 NSRB GM Report Stats



Q Major Agency Tickets



Network Uptime Report

## Uptime (%)

1st Quarter

**99.99%**

## Downtime Reports

1st Quarter

**0**

## Downtime (mins)

1st Quarter

**18**

## Response time (ms)

1st Quarter

**173.33**



## Technical Infrastructure Project

Tyler Nebraska continued working on our technical infrastructure upgrade project. In Q1 we saw moderate progress and the completion of our largest upgrade to date. The Nebraska Brand Committee mobile inspection system was successfully upgraded to the most current version of the Grails Framework. The effort took approximately 1,500 hours to complete. After thorough testing, the application is operating without issues on Grails version 5.

As of early June, 10 applications were upgraded or migrated to other platforms and 5 more are currently underway. This leaves 23 applications that will require upgrade or migration to an alternative platform. In Q2 Tyler Nebraska is evaluating the efficacy of alternative platforms that have been made available from the Tyler portfolio. These alternative options would expedite the effort to get off the outdated Grails framework, and better position the portal for future success.

Tyler Nebraska also continued progress on migrating websites to the most current version of Drupal. In early June it was announced that Drupal was extending their support of Drupal 7 to January 5, 2025. With this announcement, Tyler Nebraska will evaluate our strategy for managing and completing Drupal upgrades.

# Security

## Security Summary

As we have previously reported, distributed denial-of-service attacks (DDoS), are on the rise. School districts, universities, and government websites are among the top victims for these attacks. Many of the recent DDoS attacks are part of the growing trend of DDoS-for-hire. DDoS-for-hire is a service that allows user to perform a DDoS attack for as little as \$10 per hour. These attacks are now easier than ever to perform due to the increase in DDoS-for-hire services.

In May, The U.S. Federal Bureau of Investigation (FBI) seized 13 domain names connected to “booter” services that lets paying customers launch crippling DDoS attacks. Ten of the domains are reincarnations of DDoS-for-hire services the FBI seized in December 2022, when it charged six U.S. men with computer crimes for allegedly operating booters. Booter services are advertised through a variety of methods, including Dark Web forums, chat platforms and even youtube.com. They accept payment via PayPal, Google Wallet, and/or cryptocurrencies, and subscriptions can range in price from just a few dollars to several hundred per month. The services are generally priced according to the volume of traffic to be hurled at the target, the duration of each attack, and the number of concurrent attacks allowed.

The websites that saw their homepages replaced with seizure notices from the FBI this week include booter services like cyberstress[.]org and exoticbooter[.]com, which the feds say were used to launch millions of attacks against millions of victims.

“School districts, universities, financial institutions and government websites are among the victims who have been targeted in attacks launched by booter services,” federal prosecutors in Los Angeles said in a statement.

This is the third in a series of U.S. and international law enforcement actions targeting booter services. In December 2022, the feds seized four-dozen booter domains and charged six U.S. men with computer crimes related to their alleged ownership of the popular DDoS-for-hire services. In December 2018, the feds targeted 15 booter sites, and three booter store defendants who later pleaded guilty.

While the FBI's repeated seizing of booter domains may seem like an endless game of virtual Whac-a-Mole, continuously taking these services offline imposes high enough costs for the operators that some of them will quit the business altogether, says Richard Clayton, director of Cambridge University's Cybercrime Centre.

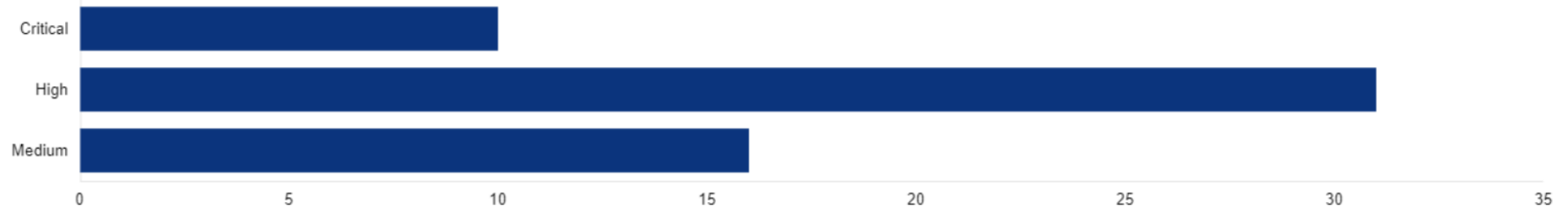
Tyler Technologies uses a service from AT&T to detect and mitigate large DDoS attacks of both types against data center hosted IP addresses. When an IP address requires malicious traffic mitigation, the AT&T scrubbing center blocks connections that match specific, enabled countermeasures and allows all other connections. If these countermeasures don't block enough connections, Tyler staff can engage AT&T staff to enable additional or modify already enabled mitigations.

In addition to the AT&T DDoS mitigation service, Tyler utilizes infrastructure that is intended to provide additional protection against a DDoS attack. Tyler's firewalls are configured to reduce the amount of time a TCP connection is allowed to remain open during times of increased traffic. Tyler's load balancers are configured to forward connections to web and application servers only after they have received data beyond the initial TCP handshake.

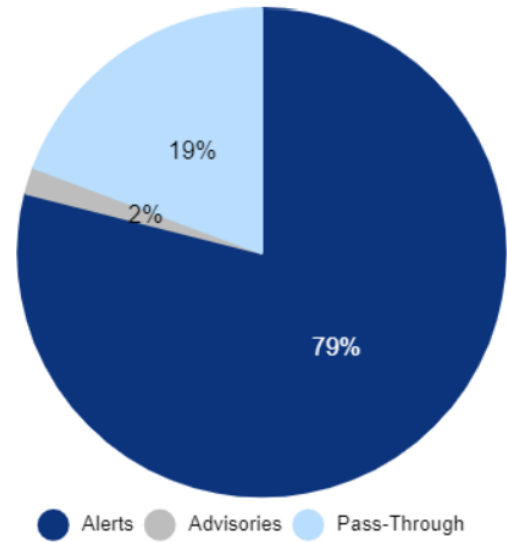
As always, Tyler Technologies will continue to monitor changes to the DDoS and all other Cyber threats.

SOURCE: "Feds Take Down 13 More DDoS-for-Hire Services", KrebsOnSecurity, 9 May 2023, <https://krebsonsecurity.com/2023/05/feds-take-down-13-more-ddos-for-hire-services/>

### Q1 Security Alerts (Severity)



### Q1 Security Alerts (Type)

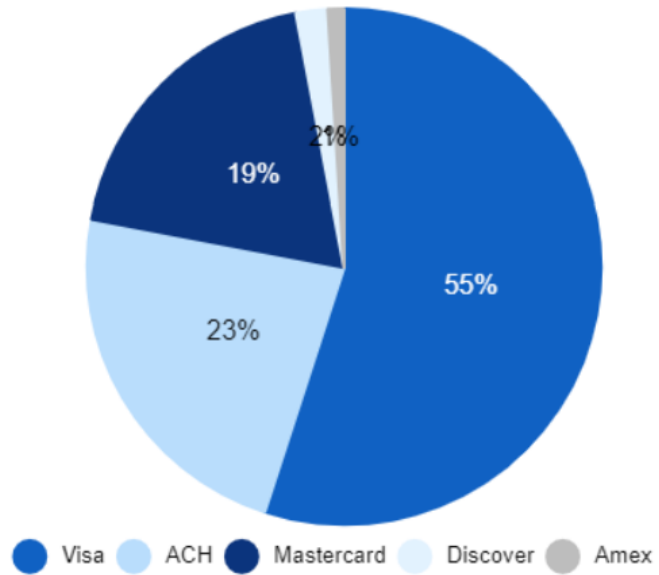


### Annual Contract Compliance

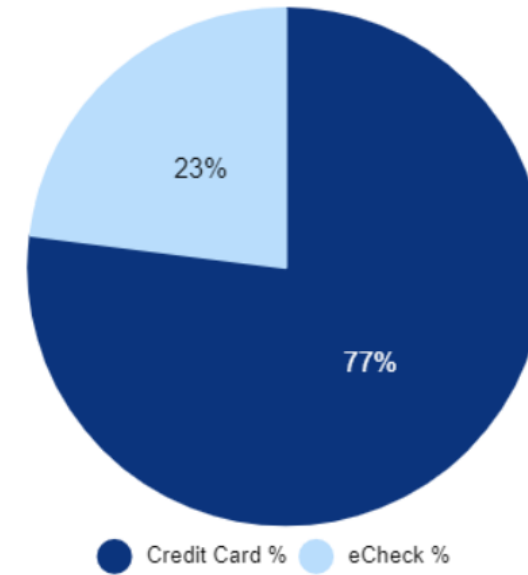
First Quarter  
**Commercially Audited  
Company Financials**

## Transactions Summary

Q1 Transaction Totals by Payment Type



Q1 Transaction Volume by Payment Category



## Customer Satisfaction Ratings

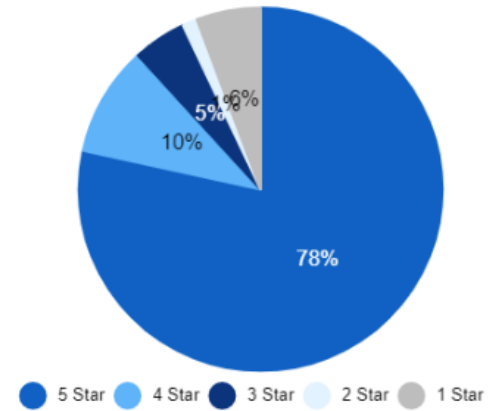
### Customer Satisfaction Ratings

Tyler Nebraska has initiated customer service ratings in several public-facing applications. After completing an application, the public user is prompted to rate the application on a five-star scale. The data is tracked by overall performance, agency, or individual service. In Q1, Tyler Nebraska collected 52,365 responses from constituents.

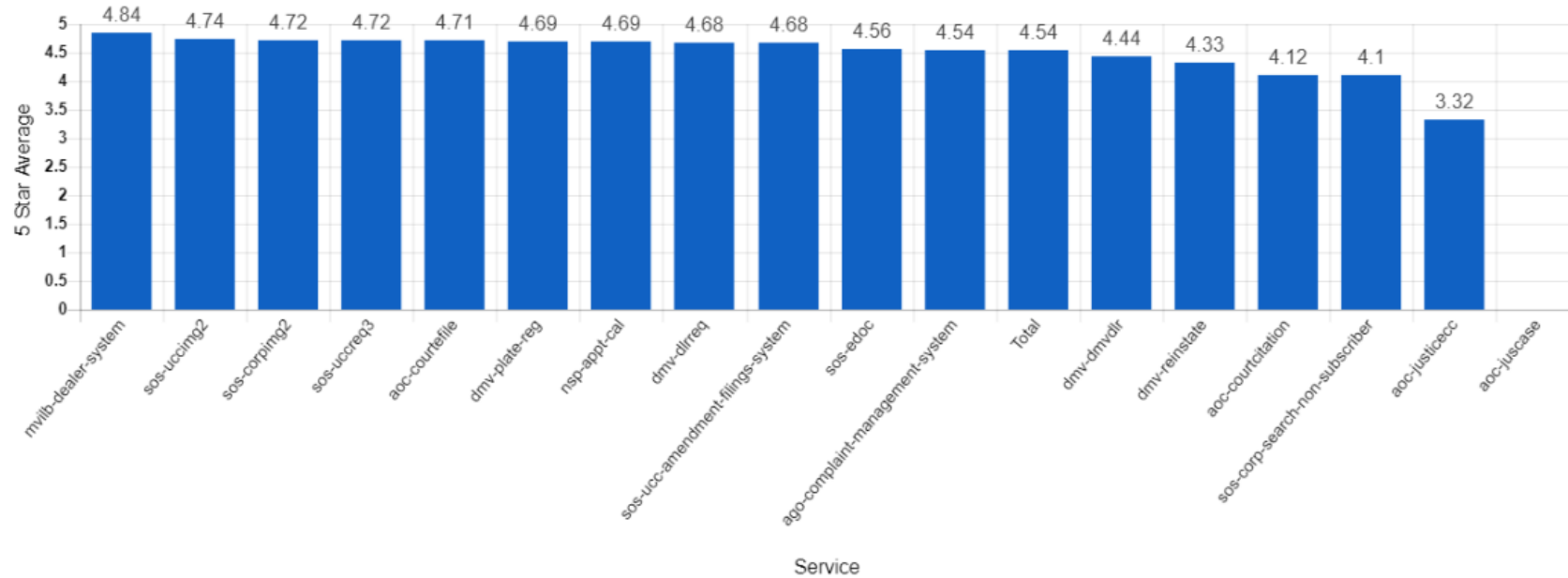
Tyler NE applications had an overall 4.54 average star rating in the first quarter. In Q1 2022, 78% of respondents gave Tyler NE applications a five-star rating. Eleven services saw an increase or no change in customer satisfaction compared to Q4 2022. Five services decreased in overall satisfaction rating. Among the most significant increases was: aoc-justicecc (+.46).

Tyler NE will continue to add customer satisfaction functionality to all public-facing applications. Tyler NE currently tracks satisfaction with some of the most extensive public-facing online services. The Attorney General's Office has asked to have the rating functionality removed from the Consumer Complaint System.

### Overall Satisfaction Rating Q1



### Customer Satisfaction 1st Quarter



## Personnel Report

### Tyler Nebraska Staff Totals

**Total Positions:** 29

**Total Filled Positions:** 28

**Open Positions:** 1

**Departures in 1st QTR:** 0

In Q1 2023, Tyler Nebraska had no changes to our staffing position. Tyler NE had no departures or new hires.

## Enterprise Management

### Tyler Nebraska Completes Updates of Elected Officials' Website

With the conclusion of the 2022 general election, the State of Nebraska welcomed several newly elected officials. This required a website update to reflect the newly elected officials. Starting in December, Tyler NE began working on migrating websites for the Governor, Lt. Governor, Auditor, and Attorney General. Tyler NE completed the work in a very expedited timeline, and the new websites were available soon after the elected officials were sworn in.

### Tyler Nebraska providing Fraud Prevention Services for Nebraska Department of Motor Vehicles

The Nebraska Department of Motor Vehicles (DMV) began experiencing an increase in fraudulent activity within the licensing and identification division. The DMV began to receive reports of citizens receiving new drivers' licenses or State I.D. cards without having requested the new documents. It was determined that fraudulent actors were obtaining personal information and then verifying the information using the DMV online licensing system. The assailants would then use this information to commit a wide variety of financial crimes. To deter this activity, Tyler Nebraska is partnering with LexisNexis fraud prevention services and implementing fraud detection software within the DMV online application. This service will identify and restrict access to known bad actors. Tyler Nebraska expects to have the service launched in Q2 of 2023.

### Tyler Nebraska Assisting in Nebraska Liquor Control Commission Software Migration

The Nebraska Liquor Control Commission (NLCC) began the process of migrating their online service to a Centralized Alcohol Management Project (CAMP). NLCC is partnering with Computronics to bring all online services under one system. Tyler Nebraska is assisting in the transition of those services. In addition, Tyler Nebraska will continue to provide payment processing services using payment integration. NLCC expects the new system to be launched by the end of 2023.



## Growth

### **State of Nebraska Signs NASPO Agreement with Tyler Technologies**

The State of Nebraska executed a Participating Addendum (PA) for the National Association of State Procurement Officers (NASPO) Value Point contract. The contract was signed on 12/30/2022. With the fully executed PA, Tyler Technologies can now provide any Nebraska governmental entity with services included in the Tyler Technologies service catalog.

### **Tyler Nebraska providing Appointment Scheduling Services for Nebraska Department of Motor Vehicles**

Tyler Nebraska is working to implement a new scheduling platform for the Nebraska Department of Motor Vehicles (DMV). The DMV is seeking a solution to coordinate and manage in-office appointments for the motor carriers division. Commercial drivers often have to return to the DMV office or stay overnight when appointments are not able to be completed during business hours. Tyler Nebraska is implementing the corporately managed TeleGov service. This will allow commercial drivers to select available appointment times that fit within daily operating hours.

### **Tyler Nebraska Migrates Local Partners to Gov2Go Payment Page**

Throughout the first quarter of 2023, Tyler Nebraska worked to migrate several local and county partners to the Gov2Go payment page. This replaces the longstanding Common Checkout Page (CCP). Gov2Go is a more robust payment tool that allows for a more beneficial user experience. Users can create a Gov2Go account and utilize the saved payment feature. User can save both ACH and Credit Card payment information and use those payment methods to complete payments on several different local services. User with a Gov2Go account can also save payment documents in their account to review later. Through Q1 2023, approximately 150 services have implemented the Gov2Go payment page.

### **Tyler Nebraska Launches Gov2Go Online Service Directory**

Tyler Nebraska worked to create the Gov2Go online service directory for all public facing online services. The Gov2Go directory is a centralized repository of all online services offered through the portal. The directory categorizes services and provides a brief description. Users can then navigate directly to the service from the description page. The Gov2Go directory also includes a user-friendly search function. This will provide a one-stop location for citizens to access the states online services. User can access the directory at <https://web.getgov2go.com/discovery?state=ne>



## Technology

### Tyler Nebraska Engaging with Website Subcontractor

Tyler Nebraska is meeting with Dogwood Media Solutions to discuss subcontracting opportunities for our website backlog. Dogwood is currently working with several other Tyler state portals to assist with website work (South Carolina, Mississippi, Alabama, Louisiana) While we are working to complete the Drupal migration, we have several website projects in our backlog. Dogwood has agreed to review the projects and has committed to a rate that allows us to maintain our partner bill rate of \$110.00/hour.

quarterly gm report

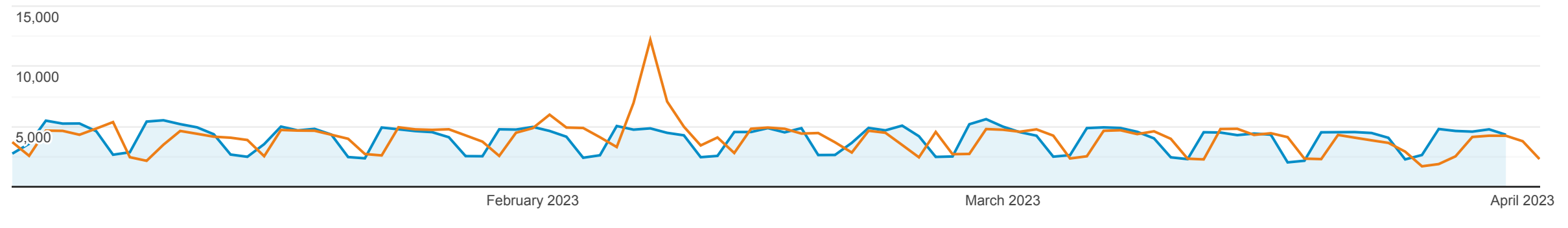
All Users +0.00% Users

Jan 1, 2023 - Mar 31, 2023  
Compare to: Oct 1, 2022 - Dec 31, 2022

Explorer

Summary

Jan 1, 2023 - Mar 31, 2023: Sessions  
Oct 1, 2022 - Dec 31, 2022: Sessions




Device Category	Acquisition			Behavior			Conversions		
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	<b>3.20%</b> ↓ 267,466 vs 276,303	<b>3.05%</b> ↓ 253,895 vs 261,873	<b>2.37%</b> ↓ 363,312 vs 372,116	<b>5.72%</b> ↓ 66.11% vs 70.12%	<b>6.40%</b> ↑ 1.73 vs 1.62	<b>4.01%</b> ↑ 00:01:08 vs 00:01:05	<b>0.00%</b> 0.00% vs 0.00%	<b>0.00%</b> 0 vs 0	<b>0.00%</b> \$0.00 vs \$0.00
1. desktop									
Jan 1, 2023 - Mar 31, 2023	<b>147,029</b> (54.95%)	<b>135,588</b> (53.40%)	<b>209,723</b> (57.73%)	<b>64.92%</b>	<b>1.79</b>	<b>00:01:23</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
Oct 1, 2022 - Dec 31, 2022	<b>134,181</b> (48.50%)	<b>122,994</b> (46.97%)	<b>188,025</b> (50.53%)	<b>67.77%</b>	<b>1.71</b>	<b>00:01:19</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
<b>% Change</b>	<b>9.58%</b>	<b>10.24%</b>	<b>11.54%</b>	<b>-4.21%</b>	<b>5.15%</b>	<b>5.56%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
2. mobile									
Jan 1, 2023 - Mar 31, 2023	<b>117,963</b> (44.08%)	<b>115,877</b> (45.64%)	<b>149,928</b> (41.27%)	<b>67.99%</b>	<b>1.63</b>	<b>00:00:45</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
Oct 1, 2022 - Dec 31, 2022	<b>139,933</b> (50.58%)	<b>136,501</b> (52.12%)	<b>178,662</b> (48.01%)	<b>72.83%</b>	<b>1.53</b>	<b>00:00:42</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
<b>% Change</b>	<b>-15.70%</b>	<b>-15.11%</b>	<b>-16.08%</b>	<b>-6.66%</b>	<b>6.84%</b>	<b>6.45%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
3. tablet									
Jan 1, 2023 - Mar 31, 2023	<b>2,597</b> (0.97%)	<b>2,430</b> (0.96%)	<b>3,661</b> (1.01%)	<b>57.69%</b>	<b>1.87</b>	<b>00:01:20</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
Oct 1, 2022 - Dec 31, 2022	<b>2,543</b> (0.92%)	<b>2,378</b> (0.91%)	<b>5,429</b> (1.46%)	<b>62.39%</b>	<b>1.95</b>	<b>00:05:21</b>	<b>0.00%</b>	<b>0</b> (0.00%)	<b>\$0.00</b> (0.00%)
<b>% Change</b>	<b>2.12%</b>	<b>2.19%</b>	<b>-32.57%</b>	<b>-7.53%</b>	<b>-3.85%</b>	<b>-75.22%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

Rows 1 - 3 of 3

**Payment Statement  
February 28, 2023**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: January 1st - January 31st**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)
DMV- DLR - Batch	10,783	\$7.50	\$80,872.50	\$70,089.50	\$10,783.00	\$2,156.60	\$8,626.40
DMV- DLR - Monitoring Fee	712,334	\$0.06	\$42,740.04	\$28,493.36	\$14,246.68	\$2,849.34	\$11,397.34
DMV- DLR - Interactive	68,007	\$7.50	\$510,052.50	\$442,045.50	\$68,007.00	\$13,601.40	\$54,405.60
DMV- DLR - Certified	3	\$7.50	\$22.50	\$19.50	\$3.00	\$0.60	\$2.40
DMV- DLR - Certified Transcript	61	\$8.50	\$518.50	\$457.50	\$61.00	\$12.20	\$48.80
DMV-SRIND	185	\$0.50	\$92.50	\$0.00	\$92.50	\$18.50	\$74.00
DMV-SRBULK	4,570	\$0.15	\$685.50	\$0.00	\$685.50	\$137.10	\$548.40
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,869	\$7.50	\$14,017.50	\$12,148.50	\$1,869.00	\$373.80	\$1,495.20
DMV - Driver License Renew	19,359	Variable	\$546,608.50	\$520,958.50	\$25,650.00	\$5,130.00	\$20,520.00
DMVOTC	6,666	Variable	\$179,289.25	\$169,950.00	\$9,339.25	\$1,867.85	\$7,471.40
DMVOTC_CASH	21,037	Variable	\$548,540.00	\$548,540.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	19,365	\$1.00	\$19,365.00	\$7,746.00	\$11,619.00	\$2,323.80	\$9,295.20
DMV- TLR - batch	7,543	\$1.00	\$7,543.00	\$3,017.20	\$4,525.80	\$905.16	\$3,620.64
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	26	\$18.00	\$468.00	\$260.00	\$208.00	\$41.60	\$166.40
DMV - Reinstatement	1,663	\$3.00	\$129,764.00	\$124,775.00	\$4,989.00	\$997.80	\$3,991.20
DMV - IRP	1,262	Variable	\$12,076,894.92	\$12,049,996.81	\$26,898.11	\$5,379.62	\$21,518.49
DMV - IFTA	2,051	Variable	\$615,342.57	\$610,875.89	\$4,466.68	\$893.34	\$3,573.34
DMVSPLATE	1,045	Variable	\$16,400.00	\$13,265.00	\$3,135.00	\$627.00	\$2,508.00
DMVSPLATEMESS	1,064	Variable	\$56,162.00	\$52,970.00	\$3,192.00	\$638.40	\$2,553.60
DMV - SingleTripPermit	563	Variable	\$23,406.00	\$21,500.00	\$1,906.00	\$381.20	\$1,524.80
DMV - Motor Vehicle Renewals	37,825	Variable	\$8,701,991.11	\$8,492,344.86	\$209,646.25	\$41,929.25	\$167,717.00
DMV_Fleets	132	Variable	\$723,328.14	\$719,732.65	\$3,595.49	\$719.10	\$2,876.39
DMV_DAS	735	Variable	\$57,277.00	\$47,290.00	\$9,987.00	\$1,997.40	\$7,989.60
HHSS - Health Practitioner Lists	94	Variable	\$7,460.00	\$0.00	\$7,460.00	\$1,492.00	\$5,968.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,565.00	\$0.00	\$2,565.00	\$513.00	\$2,052.00
HHSS - Health License Monitoring	156,507	Variable	\$1,565.07	\$0.00	\$1,565.07	\$313.01	\$1,252.06
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$111.94	\$0.00	\$111.94	\$22.39	\$89.55
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	4	Variable	\$0.04	\$0.04	\$0.00	\$0.00	\$0.00
LOCLCCNEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_Orders	5	Variable	\$466.01	\$453.74	\$12.27	\$2.45	\$9.82
LCC_SDL	156	Variable	\$6,760.47	\$6,360.00	\$400.47	\$80.09	\$320.38
SED - Electrical Permits	562	4% of Fee	\$77,495.57	\$74,553.50	\$2,942.07	\$588.41	\$2,353.66
SED - Electrician License Renewal	761	2% of Fee	\$54,517.00	\$52,273.00	\$2,244.00	\$448.80	\$1,795.20
SED - Electrician Apprentice License	239	3.00	\$10,277.00	\$9,560.00	\$717.00	\$143.40	\$573.60
SED - License List	9	Variable	\$225.00	\$180.00	\$45.00	\$9.00	\$36.00
SEDEXAM3 - Exam Application (\$3 fee)	73	3.00	\$4,599.00	\$4,380.00	\$219.00	\$43.80	\$175.20
SEDEXAM5 - Exam Application (\$5 fee)	26	5.00	\$3,380.00	\$3,250.00	\$130.00	\$26.00	\$104.00
SOS - Corporation filings (LLC/LLP) (TPE)	31,771	\$3.00	\$1,000,274.00	\$893,150.00	\$107,124.00	\$21,424.80	\$85,699.20
SOS - NonProfit Reports	4,332	\$3.00	\$121,296.00	\$108,300.00	\$12,996.00	\$2,599.20	\$10,396.80
SOS - Document eDelivery	4,718	\$2/vari	\$268,263.90	\$257,510.00	\$10,753.90	\$2,150.78	\$8,603.12
SOS - Corp filings (Foreign/Domestic Corporat	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	2,182	Variable	\$9,070.50	\$5,846.98	\$3,223.52	\$644.70	\$2,578.82
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	56	Variable	\$3,405.00	\$1,702.50	\$1,702.50	\$340.50	\$1,362.00

SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	14	\$300.00	\$4,200.00	\$2,100.00	\$2,100.00	\$420.00	\$1,680.00
SOS - Corp_OCOGS	414	\$6.50	\$2,691.00	\$1,035.00	\$1,656.00	\$331.20	\$1,324.80
SOS - Corpcogs	33	\$10.00	\$330.00	\$330.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,263	\$0.45	\$1,918.35	\$1,364.16	\$554.19	\$110.84	\$443.35
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	19	\$300.00	\$5,700.00	\$2,850.00	\$2,850.00	\$570.00	\$2,280.00
SOS - UCC Interactive Searches	8,739	\$4.50	\$39,325.50	\$30,586.50	\$8,739.00	\$1,747.80	\$6,991.20
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	84	Variabl	\$168.00	\$84.00	\$84.00	\$16.80	\$67.20
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - UCC Continuationl Filings	1,273	\$11.00	\$14,003.00	\$12,093.50	\$1,909.50	\$381.90	\$1,527.60
SOS - UCC Original Filings	1,468	\$11.00	\$16,148.00	\$13,946.00	\$2,202.00	\$440.40	\$1,761.60
SOS - UCC Electronic Amendments	514	\$11.00	\$5,654.00	\$4,883.00	\$771.00	\$154.20	\$616.80
SOS - UCC Electronic Assignments	9	\$11.00	\$99.00	\$85.50	\$13.50	\$2.70	\$10.80
SOS - UCC Electronic Collateral Amendments	76	\$11.00	\$836.00	\$722.00	\$114.00	\$22.80	\$91.20
SOS - UCC Images	15,716	\$0.45	\$7,072.20	\$5,029.12	\$2,043.08	\$408.62	\$1,634.46
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	45	Variable	\$495.00	\$427.50	\$67.50	\$13.50	\$54.00
SOS - UCCASSIGN_BULK	19	Variable	\$209.00	\$180.50	\$28.50	\$5.70	\$22.80
SOS - UCCCOLLAMEND	15	Variable	\$165.00	\$142.50	\$22.50	\$4.50	\$18.00
SOS - UCCCONT_BULK	284	Variable	\$3,124.00	\$2,698.00	\$426.00	\$85.20	\$340.80
SOS - UCCORIG_BULK	806	Variable	\$8,866.00	\$7,657.00	\$1,209.00	\$241.80	\$967.20
SOS - EFS Interactive Searches	2,565	\$4.50	\$11,542.50	\$8,977.50	\$2,565.00	\$513.00	\$2,052.00
SOS - EFS Special Request	34	\$2.00	\$68.00	\$34.00	\$34.00	\$6.80	\$27.20
SOS - EFS Continuations	331	\$11.00	\$3,641.00	\$3,144.50	\$496.50	\$99.30	\$397.20
SOS - EFS Original Filings	188	\$11.00	\$2,068.00	\$1,786.00	\$282.00	\$56.40	\$225.60
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	33	Variable	\$975.00	\$810.00	\$165.00	\$33.00	\$132.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	105	5% of Fee	\$8,783.00	\$8,783.00	\$439.15	\$87.83	\$351.32
E&A - Engineers & Architects	49	5% of Fee	\$7,350.00	\$7,350.00	\$367.50	\$73.50	\$294.00
Water Well Registrations	173	5% of Fee	\$13,760.00	\$12,796.80	\$963.20	\$192.64	\$770.56
REV - Motor Fuels Tax Filing	689	\$0.25	\$172.25	\$0.00	\$172.25	\$34.45	\$137.80
NDOA - Applicator permits	925	Variable	\$45,615.00	\$43,419.00	\$2,196.00	\$439.20	\$1,756.80
NDOA - AGAERIAL_LICENSE	2	Variable	\$204.98	\$196.50	\$8.48	\$1.70	\$6.78
NDOA - Measuring device	26	Variable	\$6,315.41	\$6,183.12	\$132.29	\$26.46	\$105.83
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	219	Variable	\$1,862,218.39	\$1,861,400.45	\$817.94	\$163.59	\$654.35
NDOA - AGSMALL_PACKAGE	278	Variable	\$151,260.99	\$148,963.50	\$2,297.49	\$459.50	\$1,837.99
NDOA - AG_EURO_CORN	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	609	Variable	\$389,859.75	\$387,283.04	\$2,576.71	\$515.34	\$2,061.37
NDOA - AGFIRM_REGISTRATION	17	Variable	\$265.31	\$230.25	\$35.06	\$7.01	\$28.05
NDOA - AGGFAL_Renew	103	Variable	\$2,359.75	\$2,138.25	\$221.50	\$44.30	\$177.20
NDOA - DAIRY/EGG/TURKEY	6	Variable	\$26,135.14	\$26,103.21	\$31.93	\$6.39	\$25.54
NDOA - Grape/Potato	4	Variable	\$1,946.25	\$1,929.03	\$17.22	\$3.44	\$13.78
NDOA - Food License Renewals	4	Variable	\$469.93	\$458.06	\$11.87	\$2.37	\$9.50
NDOA - AGMILK_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	7	Variable	\$41,960.00	\$41,960.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	56	Variable	\$9,083.38	\$8,862.00	\$221.38	\$44.28	\$177.10
NDOA - AG_CervineFacility Permit	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN_GWP	5	Variable	\$3,060.46	\$3,051.71	\$8.75	\$1.75	\$7.00
NDOA - AGACTNMRKT	33	Variable	\$75,295.78	\$75,236.28	\$59.50	\$11.90	\$47.60
NDOA - AGNURSERY_RENEW	215	Variable	\$22,815.55	\$22,095.93	\$719.62	\$143.92	\$575.70
NDOA - AGNURSERY_STOCK	11	Variable	\$1,008.88	\$973.17	\$35.71	\$7.14	\$28.57
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$929.37	\$916.25	\$13.12	\$2.62	\$10.50
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	81	Variable	\$14,030.44	\$13,621.75	\$408.69	\$81.74	\$326.95
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.86	\$69.75	\$7.11	\$1.42	\$5.69
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00

SFM - Fireworks Licenses	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Display Permits	-1	Variable	\$14,021.00	\$13,475.00	\$546.00	\$109.20	\$436.80
SFM_BOILER	63	Variable	\$0.00	\$0.00	\$189.00	\$37.80	\$151.20
SFM_ELEVATOR	154	Variable	\$0.00	\$0.00	\$462.00	\$92.40	\$369.60
SFM_ELEVATOR_CC%	109	Variable	\$23,344.92	\$0.00	\$700.35	\$140.07	\$560.28
OTC-Over the counter payment	18,882	Variable	\$4,915,075.66	\$4,856,232.42	\$58,843.24	\$11,768.65	\$47,074.59
OTC Billback	232	Variable	\$1,368.98	\$0.00	\$1,368.98	\$273.80	\$1,095.18
PropertyTax Payments	567	Variable	\$2,019,816.71	\$2,010,081.28	\$9,735.43	\$1,947.09	\$7,788.34
PropertyTaxOTC	37	Variable	\$96,521.63	\$95,647.60	\$874.03	\$174.81	\$699.22
NDOL - Contractor Registration	1,449	Variable	\$45,973.75	\$41,530.00	\$4,443.75	\$888.75	\$3,555.00
NDOL_OVR_PMT	91	Variable	\$20,784.69	\$20,405.50	\$379.19	\$75.84	\$303.35
NDOL_TAX_PMT	178	Variable	\$24,272.77	\$23,047.27	\$1,225.50	\$245.10	\$980.40
NEROADS - DOT_Permits	8,589	Variable	\$233,802.50	\$218,770.00	\$15,032.50	\$3,006.50	\$12,026.00
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintendent	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	26	Variable	\$2,809.19	\$2,657.47	\$151.72	\$30.34	\$121.38
NEROADS - NDOTPERMITS	15	Variable	\$331.25	\$307.70	\$23.55	\$4.71	\$18.84
State Patrol Crime Report	1,167	\$18.00	\$23,110.50	\$18,637.50	\$4,473.00	\$894.60	\$3,578.40
NSPCCW_Renew - NSP Conceal & Carry	1,686	\$4.50	\$91,887.00	\$84,300.00	\$7,587.00	\$1,517.40	\$6,069.60
NSPApptFee	892	\$4.50	\$4,514.46	\$51,580.50	\$2,933.96	\$586.79	\$2,347.17
State Patrol Crime Report - Subscriber	1,301	Variable	\$19,844.50	\$16,620.70	\$3,223.80	\$644.76	\$2,579.04
Event Registration	158	10% of Fee	\$5,931.00	\$5,339.50	\$591.50	\$118.30	\$473.20
Sarpy_Stop	158	Variable	\$19,645.00	\$19,167.72	\$477.28	\$95.46	\$381.82
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	1	\$1.75	\$63.00	\$63.00	\$1.75	\$0.35	\$1.40
SupIntendBBAC	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SupIntendBBCC	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Food New Applications ACH Billback	4	\$1.75	\$864.90	\$864.90	\$7.00	\$1.40	\$5.60
LPNNRD_Trees_Sale	11	Variable	\$1,154.64	\$1,108.61	\$46.03	\$9.21	\$36.82
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	165	Variable	\$11,197.17	\$10,695.00	\$502.17	\$100.43	\$401.74
order_form_LPNNRD	85	Variable	\$3,377.10	\$3,157.80	\$219.30	\$43.86	\$175.44
order_form_UBBNRD	11	Variable	\$1,574.88	\$1,517.73	\$57.15	\$11.43	\$45.72
Library_acct_mgmt	22	Variable	\$959.99	\$900.00	\$59.99	\$12.00	\$47.99
Utility_payment	1,897	Variable	\$327,258.98	\$319,971.72	\$7,287.26	\$1,457.45	\$5,829.81
SarpyCommunityCorrections	28	Variable	\$3,035.84	\$2,914.20	\$121.64	\$24.33	\$97.31
SARPY_VEHINSP	72	Variable	\$3,235.69	\$3,034.00	\$201.69	\$40.34	\$161.35
OTLPAYMENT	50	Variable	\$106,201.74	\$105,951.99	\$249.75	\$49.95	\$199.80
59PlanningDept	41	Variable	\$10,043.28	\$9,729.26	\$314.02	\$62.80	\$251.22
gretna_occ_tax	27	Variable	\$80,408.67	\$80,327.67	\$81.00	\$16.20	\$64.80
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	4	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Land_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_LS_RENEW	9	Variable	\$635.68	\$610.00	\$25.68	\$5.14	\$20.54
ded_programs_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
DOI_INITIAL_REG	4	Variable	\$2,072.00	\$2,000.00	\$72.00	\$14.40	\$57.60
DOI_MISC_PAY	67	Variable	\$11,369.10	\$11,040.00	\$329.10	\$65.82	\$263.28
DOIRENEW	45	Variable	\$7,654.00	\$7,300.00	\$354.00	\$70.80	\$283.20
Micellianious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	140,272	Variable	\$8,416.32	\$0.00	\$8,416.32	\$1,683.26	\$6,733.06
NBC_Inspections	443	Variable	\$54,740.24	\$54,740.24	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	226,215	Variable	\$13,572.90	\$0.00	\$13,572.90	\$2,714.58	\$10,858.32
NBC_NISaleBarn	111	Variable	\$175,136.55	\$175,136.55	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	206,043	Variable	\$12,362.58	\$0.00	\$12,362.58	\$2,472.52	\$9,890.06
NBC_RFLRenewal	18	Variable	\$191,887.50	\$191,887.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	92	Variable	\$28,167.30	\$28,167.30	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	33,138	Variable	\$1,988.28	\$0.00	\$1,988.28	\$397.66	\$1,590.62
NBC_BrandRene	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOGRENEW	12	\$3.25	\$39.00	\$0.00	\$39.00	\$7.80	\$31.20
dhscentregDH	1,279	Variable	\$5,116.00	\$3,197.50	\$1,918.50	\$383.70	\$1,534.80
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	3,903	\$1.50	\$18,677.00	\$12,833.00	\$5,844.00	\$1,168.80	\$4,675.20
dhhscentregDHL	7,548	\$1.50	\$37,740.00	\$26,418.00	\$11,322.00	\$2,264.40	\$9,057.60
REVENUE_FEE	5,856	\$1.75	\$10,248.00	\$0.00	\$10,248.00	\$2,049.60	\$8,198.40
MVILB_Renewal	119	Variable	\$39,517.70	\$38,450.00	\$1,067.70	\$213.54	\$854.16
<b>SUBTOTAL</b>	<b>1,823,606.00</b>		<b>37,532,230.49</b>	<b>36,705,148.99</b>	<b>805,903.33</b>	<b>161,180.68</b>	<b>644,722.65</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	138,874	\$1.00	\$138,874.00	69,437.00	69,437.00	\$69,437.00
Court Records (Justice) Monthly	94	\$500.00	\$47,000.00	\$23,500.00	23,500.00	\$23,500.00
Court Records (Justice) Credit Card Searches	1,053	\$15.00	\$15,825.00	\$7,912.50	7,912.50	\$7,912.50
Court E-Filing	18,181	\$1.00	\$18,181.00	\$0.00	18,181.00	\$18,181.00
COURTRECORDERF	4	Variable	\$6,000.00	\$0.00	6,000.00	\$6,000.00
COURTRECORDERU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPPELFILE	428	\$2.00	\$856.00	\$0.00	856.00	\$856.00
AOCERTGS	48	Variable	\$372.05	\$285.00	87.05	\$87.05
COURTAPPTFILE	4	variable	\$200.00	\$0.00	200.00	\$200.00
Courtjudge	138	\$50.00	\$6,900.00	\$0.00	\$6,900.00	\$6,900.00
Court Citations	4,997	Variable	\$704,696.89	\$690,314.44	14,382.45	\$14,382.45
AOC_Cert_Authority	50	Variable	\$1,362.30	\$1,250.00	112.30	\$112.30
Court Payments	3,260	Variable	\$1,126,157.30	\$1,108,628.94	17,528.36	\$17,528.36
Lobbyist Registration	101	\$0.05	\$19,875.00	\$19,875.00	993.75	\$993.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	10	\$50.00	\$500.00	\$250.00	250.00	\$250.00
LEG - BillTracker (4-10 eProfiles)	4	\$100.00	\$400.00	\$200.00	200.00	\$200.00
LEG - BillTracker (11-20 eProfiles)	1	\$250.00	\$250.00	\$125.00	125.00	\$125.00
LEG - BillTracker (Unlimited eProfiles)	1	\$500.00	\$500.00	\$250.00	250.00	\$250.00
Wccfile	666	\$3.00	\$1,998.00	\$0.00	\$1,998.00	\$1,998.00
Sccalessubscr	830	Variable	\$830.00	\$415.00	415.00	\$415.00
<b>SUBTOTAL</b>	<b>168,746</b>		<b>2,092,777.54</b>	<b>1,922,442.88</b>	<b>171,328.41</b>	<b>171,328.41</b>

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			\$87,288.66	\$87,288.66	\$87,288.66
Implementation Fee	1		\$50,000.00	\$50,000.00	\$50,000.00
Subscriptions - New	565	variable	\$56,500.00	\$56,500.00	\$56,500.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$193,788.66</b>	<b>\$193,788.66</b>	


**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	ee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	37	variable	2,909,735.00	2,909,735.00	0.00
COURTEFILESUB	18,181	variable	\$497,351.00	\$497,351.00	0.00
PSCREMIT	378	variable	\$5,285,543.13	\$5,285,543.13	0.00
WCCSUB	106	variable	\$1,847.00	\$1,847.00	0.00
<b>SUBTOTAL</b>	<b>18,702</b>		<b>\$8,694,476.13</b>	<b>\$8,694,476.13</b>	<b>\$0.00</b>

**Payment Statement  
March 31, 2023**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: February 1st - February 28th**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (21%)	NII Share (80%)
DMV- DLR - Batch	5,283	\$7.50	\$39,622.50	\$34,339.50	\$5,283.00	\$1,056.60	\$4,226.40
DMV- DLR - Monitoring Fee	120,527	\$0.06	\$7,231.62	\$4,821.08	\$2,410.54	\$482.11	\$1,928.43
DMV- DLR - Interactive	64,208	\$7.50	\$481,560.00	\$417,352.00	\$64,208.00	\$12,841.60	\$51,366.40
DMV- DLR - Certified	5	\$7.50	\$37.50	\$32.50	\$5.00	\$1.00	\$4.00
DMV- DLR - Certified Transcript	58	\$8.50	\$493.00	\$435.00	\$58.00	\$11.60	\$46.40
DMV-SRIND	166	\$0.50	\$83.00	\$0.00	\$83.00	\$16.60	\$66.40
DMV-SRBULK	4,441	\$0.15	\$666.15	\$0.00	\$666.15	\$133.23	\$532.92
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,567	\$7.50	\$11,752.50	\$10,185.50	\$1,567.00	\$313.40	\$1,253.60
DMV - Driver License Renew	15,928	Variable	\$446,923.75	\$425,781.00	\$21,142.75	\$4,228.55	\$16,914.20
DMVOTC	5,964	Variable	\$157,206.50	\$148,793.00	\$8,413.50	\$1,682.70	\$6,730.80
DMVOTC_CASH	18,154	Variable	\$456,119.00	\$456,119.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,159	\$1.00	\$18,159.00	\$7,263.60	\$10,895.40	\$2,179.08	\$8,716.32
DMV- TLR - batch	10,840	\$1.00	\$10,840.00	\$4,336.00	\$6,504.00	\$1,300.80	\$5,203.20
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	8	\$50.00	\$400.00	\$272.00	\$128.00	\$25.60	\$102.40
DMV- TLR - Vol. Over 2,000/Run	9	\$18.00	\$162.00	\$90.00	\$72.00	\$14.40	\$57.60
DMV - Reinstatement	1,931	\$3.00	\$146,971.00	\$141,175.00	\$5,796.00	\$1,159.20	\$4,636.80
DMV - IRP	673	Variable	\$1,613,588.83	\$1,603,492.94	\$10,095.89	\$2,019.18	\$8,076.71
DMV - IFTA	447	Variable	\$64,216.05	\$63,295.30	\$920.75	\$184.15	\$736.60
DMVSPLATE	1,095	Variable	\$15,110.00	\$11,825.00	\$3,285.00	\$657.00	\$2,628.00
DMVSPLATEMESS	1,167	Variable	\$61,081.00	\$57,580.00	\$3,501.00	\$700.20	\$2,800.80
DMV - SingleTripPermit	477	Variable	\$19,814.00	\$18,200.00	\$1,614.00	\$322.80	\$1,291.20
DMV - Motor Vehicle Renewals	35,123	Variable	\$8,131,237.11	\$7,933,864.30	\$197,372.81	\$39,474.56	\$157,898.25
DMV_Fleets	62	Variable	\$139,791.63	\$139,096.69	\$694.94	\$138.99	\$555.95
DMV_DAS	642	Variable	\$57,339.00	\$47,034.00	\$10,305.00	\$2,061.00	\$8,244.00
HHSS - Health Practitioner Lists	72	Variable	\$5,160.00	\$0.00	\$5,160.00	\$1,032.00	\$4,128.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	143,843	Variable	\$1,438.43	\$0.00	\$1,438.43	\$287.69	\$1,150.74
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$112.72	\$0.00	\$112.72	\$22.54	\$90.18
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	1,082	\$1.00	\$260,223.50	\$255,712.00	\$4,511.50	\$902.30	\$3,609.20
LCC Local Renewals	444	Variable	\$273,186.11	\$270,617.01	\$2,569.10	\$513.82	\$2,055.28
LOCLCCNEW	1	Variable	\$209.52	\$200.50	\$9.02	\$1.80	\$7.22
LCC_Orders	5	Variable	\$309.40	\$295.42	\$13.98	\$2.80	\$11.18
LCC_SDL	161	Variable	\$7,663.66	\$7,240.00	\$423.66	\$84.73	\$338.93
SED - Electrical Permits	571	4% of Fee	\$64,702.20	\$62,210.50	\$2,491.70	\$498.34	\$1,993.36
SED - Electrician License Renewal	150	2% of Fee	\$10,989.00	\$10,575.00	\$414.00	\$82.80	\$331.20
SED - Electrician Apprentice License	133	3.00	\$5,719.00	\$5,320.00	\$399.00	\$79.80	\$319.20
SED - License List	4	Variable	\$110.00	\$90.00	\$20.00	\$4.00	\$16.00
SEDEXAM3 - Exam Application (\$3 fee)	102	3.00	\$6,429.00	\$6,120.00	\$309.00	\$61.80	\$247.20
SEDEXAM5 - Exam Application (\$5 fee)	13	5.00	\$1,690.00	\$1,625.00	\$65.00	\$13.00	\$52.00
SOS - Corporation filings (LLC/LLP) (TPE)	13,199	\$3.00	\$407,165.00	\$363,575.00	\$43,590.00	\$8,718.00	\$34,872.00
SOS - NonProfit Reports	2,152	\$3.00	\$60,256.00	\$53,800.00	\$6,456.00	\$1,291.20	\$5,164.80
SOS - Document eDelivery	4,144	\$2/vari	\$239,196.95	\$229,725.00	\$9,471.95	\$1,894.39	\$7,577.56
SOS - Corp filings (Foreign/Domestic Corporat	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	2,186	Variabl	\$9,360.45	\$5,114.62	\$4,245.83	\$849.17	\$3,396.66
SOS - CollectionRenew	0	Variabl0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	29	Vari	\$525.00	\$262.50	\$262.50	\$52.50	\$210.00

SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	592	\$6.50	\$3,848.00	\$1,480.00	\$2,368.00	\$473.60	\$1,894.40
SOS - Corpcogs	26	\$10.00	\$260.00	\$260.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,683	\$0.45	\$2,107.35	\$1,498.56	\$608.79	\$121.76	\$487.03
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	16	\$300.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Interactive Searches	8,138	\$4.50	\$36,621.00	\$28,483.00	\$8,138.00	\$1,627.60	\$6,510.40
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	870	Variabl	\$1,740.00	\$870.00	\$870.00	\$174.00	\$696.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	7	\$15.00	\$105.00	\$52.50	\$52.50	\$10.50	\$42.00
SOS - UCC Continuationl Filings	1,312	\$11.00	\$14,432.00	\$12,464.00	\$1,968.00	\$393.60	\$1,574.40
SOS - UCC Original Filings	1,240	\$11.00	\$13,640.00	\$11,780.00	\$1,860.00	\$372.00	\$1,488.00
SOS - UCC Electronic Amendments	663	\$11.00	\$7,293.00	\$6,298.50	\$994.50	\$198.90	\$795.60
SOS - UCC Electronic Assignments	1	\$11.00	\$11.00	\$9.50	\$1.50	\$0.30	\$1.20
SOS - UCC Electronic Collateral Amendments	106	\$11.00	\$1,166.00	\$1,007.00	\$159.00	\$31.80	\$127.20
SOS - UCC Images	15,579	\$0.45	\$7,010.55	\$4,985.28	\$2,025.27	\$405.05	\$1,620.22
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	40	Variable	\$440.00	\$380.00	\$60.00	\$12.00	\$48.00
SOS - UCCASSIGN_BULK	11	Variable	\$121.00	\$104.50	\$16.50	\$3.30	\$13.20
SOS - UCCCOLLAMEND	20	Variable	\$220.00	\$190.00	\$30.00	\$6.00	\$24.00
SOS - UCCCONT_BULK	212	Variable	\$2,332.00	\$2,014.00	\$318.00	\$63.60	\$254.40
SOS - UCCORIG_BULK	760	Variable	\$8,360.00	\$7,220.00	\$1,140.00	\$228.00	\$912.00
SOS - EFS Interactive Searches	2,293	\$4.50	\$10,318.50	\$8,025.50	\$2,293.00	\$458.60	\$1,834.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	288	\$11.00	\$3,168.00	\$2,736.00	\$432.00	\$86.40	\$345.60
SOS - EFS Original Filings	200	\$11.00	\$2,200.00	\$1,900.00	\$300.00	\$60.00	\$240.00
REV - Sales/Use Tax Permit Lists	1	\$5.50	\$5.50	\$0.00	\$5.50	\$1.10	\$4.40
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	9	Variable	\$415.00	\$370.00	\$45.00	\$9.00	\$36.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	20	5% of Fee	\$1,849.00	\$1,849.00	\$92.45	\$18.49	\$73.96
E&A - Engineers & Architects	51	5% of Fee	\$7,650.00	\$7,650.00	\$382.50	\$76.50	\$306.00
Water Well Registrations	180	5% of Fee	\$14,200.00	\$13,206.00	\$994.00	\$198.80	\$795.20
REV - Motor Fuels Tax Filing	463	\$0.25	\$115.75	\$0.00	\$115.75	\$23.15	\$92.60
NDOA - Applicator permits	1,467	Variable	\$64,690.00	\$61,325.00	\$3,365.00	\$673.00	\$2,692.00
NDOA - AGAERIAL_LICENSE	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	21	Variable	\$6,332.39	\$6,228.36	\$104.03	\$20.81	\$83.22
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	6	Variable	-\$2,651.91	-\$2,662.41	\$10.50	\$2.10	\$8.40
NDOA - AGSMALL_PACKAGE	22	Variable	\$7,296.61	\$7,186.50	\$110.11	\$22.02	\$88.09
NDOA - AG_EURO_CORN	1	Variable	\$38.43	\$35.75	\$2.68	\$0.54	\$2.14
NDOA - AG_EURO_CORN_CERT	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	94	Variable	\$33,842.53	\$33,480.65	\$361.88	\$72.38	\$289.50
NDOA - AGFIRM_REGISTRATION	17	Variable	\$389.46	\$350.25	\$39.21	\$7.84	\$31.37
NDOA - AGGFAL_Renew	53	Variable	\$1,174.29	\$1,055.50	\$118.79	\$23.76	\$95.03
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$22,056.52	\$22,049.52	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	-1	Variable	-\$152.17	-\$153.26	\$1.09	\$0.22	\$0.87
NDOA - AGMILK_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	65	Variable	\$10,575.12	\$10,286.25	\$288.87	\$57.77	\$231.10
NDOA - AG_CervineFacility Permit	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN_GWP	1	Variable	\$348.01	\$346.26	\$1.75	\$0.35	\$1.40
NDOA - AGACTNMRKT	38	Variable	\$73,512.35	\$73,444.10	\$68.25	\$13.65	\$54.60
NDOA - AGNURSERY_RENEW	43	Variable	\$5,905.56	\$5,734.80	\$170.76	\$34.15	\$136.61
NDOA - AGNURSERY_STOCK	13	Variable	\$1,105.91	\$1,056.25	\$49.66	\$9.93	\$39.73
NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$153.74	\$146.50	\$7.24	\$1.45	\$5.79
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	41	Variable	\$10,668.56	\$10,525.75	\$142.81	\$28.56	\$114.25
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00



SFM - Fireworks Licenses	0	Variable	\$33.75	\$30.00	\$3.75	\$0.75	\$3.00
SFM - Fireworks Display Permits	0	Variable	\$4,368.10	\$4,200.00	\$168.10	\$33.62	\$134.48
SFM_BOILER	83	Variable	\$9,606.00	\$0.00	\$249.00	\$49.80	\$199.20
SFM_ELEVATOR	131	Variable	\$23,415.00	\$0.00	\$393.00	\$78.60	\$314.40
SFM_ELEVATOR_CC%	99	Variable	\$19,530.00	\$0.00	\$585.90	\$117.18	\$468.72
OTC-Over the counter payment	19,292	Variable	\$5,036,688.92	\$4,976,734.59	\$59,954.33	\$11,990.87	\$47,963.46
OTC Billback	207	Variable	\$2,179.20	\$0.00	\$2,179.20	\$435.84	\$1,743.36
PropertyTax Payments	590	Variable	\$2,284,986.33	\$2,275,049.42	\$9,936.91	\$1,987.38	\$7,949.53
PropertyTaxOTC	53	Variable	\$93,819.62	\$93,104.43	\$715.19	\$143.04	\$572.15
NDOL - Contractor Registration	1,276	Variable	\$39,225.75	\$35,385.00	\$3,840.75	\$768.15	\$3,072.60
NDOL_OVR_PMT	80	Variable	\$15,679.28	\$15,466.50	\$212.78	\$42.56	\$170.22
NDOL_TAX_PMT	50	Variable	\$29,458.24	\$28,454.59	\$1,003.65	\$200.73	\$802.92
NEROADS - DOT Permits	7,757	Variable	\$205,149.75	\$191,575.00	\$13,574.75	\$2,714.95	\$10,859.80
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS- NDOT_Superintendent	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	28	Variable	\$7,128.53	\$6,907.31	\$221.22	\$44.24	\$176.98
NEROADS - NDOTPERMITS	6	Variable	\$100.50	\$91.08	\$9.42	\$1.88	\$7.54
State Patrol Crime Report	1,106	\$18.00	\$21,281.50	\$17,162.50	\$4,119.00	\$823.80	\$3,295.20
NSPCCW_Renew - NSP Conceal & Carry	1,742	\$4.50	\$94,830.00	\$87,000.00	\$7,830.00	\$1,566.00	\$6,264.00
NSPApptFee	877	\$4.50	\$53,043.83	\$50,160.75	\$2,883.08	\$576.62	\$2,306.46
State Patrol Crime Report - Subscriber	1,168	Variable	\$17,876.00	\$14,927.60	\$2,948.40	\$589.68	\$2,358.72
Event Registration	271	10% of Fee	\$13,306.00	\$12,021.00	\$1,285.00	\$257.00	\$1,028.00
Sarpy_Stop	180	Variable	\$23,340.00	\$22,772.94	\$567.06	\$113.41	\$453.65
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	1	\$1.75	\$45.00	\$0.00	\$1.75	\$0.35	\$1.40
SupIntendBBAC	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SupIntendBBCC	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Food New Applications ACH Billback	12	\$1.75	\$2,192.55	\$2,148.77	\$21.00	\$4.20	\$16.80
LPNNRD_Trees_Sale	16	Variable	\$991.22	\$940.60	\$50.62	\$10.12	\$40.50
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	187	Variable	\$10,143.78	\$9,625.00	\$518.78	\$103.76	\$415.02
order_form_LPNNRD	63	Variable	\$3,419.65	\$3,246.48	\$173.17	\$34.63	\$138.54
order_form_UBBNRD	29	Variable	\$2,333.25	\$2,217.52	\$115.73	\$23.15	\$92.58
Library_acct_mgmt	13	Variable	\$638.25	\$600.00	\$38.25	\$7.65	\$30.60
Utility_payment	1,692	Variable	\$305,790.66	\$298,773.22	\$7,017.44	\$1,403.49	\$5,613.95
SarpyCommunityCorrections	28	Variable	\$5,006.25	\$4,832.60	\$173.65	\$34.73	\$138.92
SARPY_VEHINSP	46	Variable	\$2,160.64	\$2,029.50	\$131.14	\$26.23	\$104.91
OTLPAYMENT	16	Variable	\$20,319.07	\$20,270.38	\$48.69	\$9.74	\$38.95
59PlanningDept	55	Variable	\$11,708.52	\$11,335.00	\$373.52	\$74.70	\$298.82
gretna_occ_tax	31	Variable	\$33,781.83	\$33,688.83	\$93.00	\$18.60	\$74.40
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	4	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_LS_RENEW	3	Variable	\$363.98	\$350.00	\$13.98	\$2.80	\$11.18
ded_programs_payment	1	Variable	\$518.00	\$500.00	\$18.00	\$3.60	\$14.40
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	9	Variable	\$4,044.00	\$3,900.00	\$144.00	\$28.80	\$115.20
DOI_MISC_PAY	55	Variable	\$4,681.10	\$4,415.00	\$266.10	\$53.22	\$212.88
DOIRENEW	331	Variable	\$66,014.90	\$63,215.00	\$2,799.90	\$559.98	\$2,239.92
Micellianious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	144,087	Variable	\$8,645.22	\$0.00	\$8,645.22	\$1,729.04	\$6,916.18
NBC_Inspections	469	Variable	\$60,193.75	\$60,193.75	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	-151,065	Variable	-\$6,076.52	\$0.00	-\$6,076.52	-\$1,215.30	-\$4,861.22
NBC_NISaleBarn	117	Variable	\$134,790.45	\$134,790.45	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	158,577	Variable	\$9,514.62	\$0.00	\$9,514.62	\$1,902.92	\$7,611.70
NBC_RFLRenewal	-3	Variable	-\$86,275.00	-\$86,983.33	\$708.33	\$141.67	\$566.66
NBC_NIPackLock	93	Variable	\$28,245.50	\$28,245.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	33,230	Variable	\$1,993.80	\$0.00	\$1,993.80	\$398.76	\$1,595.04
NBC_BrandRene	53	Variable	\$198.75	\$0.00	\$198.75	\$39.75	\$159.00
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	1,182	Variable	\$4,728.00	\$2,955.00	\$1,773.00	\$354.60	\$1,418.40
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	3,453	\$1.50	\$16,543.00	\$11,366.50	\$5,176.50	\$1,035.30	\$4,141.20
dhhscentregDHL	6,822	\$1.50	\$34,110.00	\$23,877.00	\$10,233.00	\$2,046.60	\$8,186.40
REVENUE_FEE	5,254	\$1.75	\$9,194.50	\$0.00	\$9,194.50	\$1,838.90	\$7,355.60
MVILB_Renewal	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>754,797.00</b>		<b>22,315,169.77</b>	<b>21,620,346.30</b>	<b>643,909.29</b>	<b>128,781.87</b>	<b>515,127.42</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	128,284	\$1.00	\$128,284.00	64,142.00	64,142.00	\$64,142.00
Court Records (Justice) Monthly	95	\$500.00	\$47,500.00	\$23,750.00	23,750.00	\$23,750.00
Court Records (Justice) Credit Card Searches	1,001	\$15.00	\$15,015.00	\$7,507.50	7,507.50	\$7,507.50
Court E-Filing	18,150	\$1.00	\$18,150.00	\$0.00	18,150.00	\$18,150.00
COURTRECORDERF	4	\$1,000.00	\$6,000.00	\$0.00	6,000.00	\$6,000.00
COURTRECORDERU	2	\$1,500.00	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPPELFILE	361	\$2.00	\$722.00	\$0.00	722.00	\$722.00
AOCERTGS	44	Variable	\$324.33	\$245.00	79.33	\$79.33
COURTAPPTFILE	2	variable	\$379.00	\$0.00	379.00	\$379.00
Courtjudge	140	\$50.00	\$7,000.00	\$0.00	\$7,000.00	\$7,000.00
Court Citations	4,561	Variable	\$665,767.85	\$652,628.30	13,139.55	\$13,139.55
AOC_Cert_Authority	39	Variable	\$1,064.33	\$975.00	89.33	\$89.33
Court Payments	3,164	Variable	\$1,437,309.97	\$1,418,974.29	18,335.68	\$18,335.68
Lobbyist Registration	27	\$0.05	\$7,200.00	\$7,200.00	360.00	\$360.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	8	\$50.00	\$400.00	\$200.00	200.00	\$200.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
LEG - BillTracker (11-20 eProfiles)	1	\$250.00	\$250.00	\$125.00	125.00	\$125.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	614	\$3.00	\$1,842.00	\$0.00	\$1,842.00	\$1,842.00
Sccalessubscr	659	Variable	\$659.00	\$329.50	329.50	\$329.50
<b>SUBTOTAL</b>	<b>157,157</b>		<b>2,339,967.48</b>	<b>2,176,126.59</b>	<b>164,200.89</b>	<b>164,200.89</b>

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			\$77,096.66	\$77,096.66	\$77,096.66
Implementation Fee	0		\$0.00	\$0.00	\$0.00
Subscriptions - New	535	variable	\$53,500.00	\$53,500.00	\$53,500.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$130,646.66</b>	<b>\$130,646.66</b>	


**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	ee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	37	variable	2,515,709.00	2,515,709.00	0.00
COURTEFILESUB	18,150	variable	\$499,284.00	\$499,284.00	0.00
PSCREMIT	306	variable	\$4,923,061.93	\$4,923,061.93	0.00
WCCSUB	95	variable	\$1,515.00	\$1,515.00	0.00
<b>SUBTOTAL</b>	<b>18,588</b>		<b>\$7,939,569.93</b>	<b>\$7,939,569.93</b>	<b>\$0.00</b>

**Payment Statement**  
**April 30, 2023**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: March 1st - March 31st**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (21%)	NII Share (80%)
DMV- DLR - Batch	16,008	\$7.50	\$120,060.00	\$104,052.00	\$16,008.00	\$3,201.60	\$12,806.40
DMV- DLR - Monitoring Fee	1,300,496	\$0.06	\$78,029.76	\$52,019.84	\$26,009.92	\$5,201.98	\$20,807.94
DMV- DLR - Interactive	75,017	\$7.50	\$562,627.50	\$487,610.50	\$75,017.00	\$15,003.40	\$60,013.60
DMV- DLR - Certified	10	\$7.50	\$75.00	\$65.00	\$10.00	\$2.00	\$8.00
DMV- DLR - Certified Transcript	108	\$8.50	\$918.00	\$810.00	\$108.00	\$21.60	\$86.40
DMV-SRIND	231	\$0.50	\$115.50	\$0.00	\$115.50	\$23.10	\$92.40
DMV-SRBULK	5,003	\$0.15	\$750.45	\$0.00	\$750.45	\$150.09	\$600.36
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,679	\$7.50	\$12,592.50	\$10,913.50	\$1,679.00	\$335.80	\$1,343.20
DMV - Driver License Renew	18,987	Variable	\$519,959.25	\$494,754.00	\$25,205.25	\$5,041.05	\$20,164.20
DMVOTC	7,744	Variable	\$199,152.50	\$188,440.00	\$10,712.50	\$2,142.50	\$8,570.00
DMVOTC_CASH	23,536	Variable	\$575,537.00	\$575,537.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	20,940	\$1.00	\$20,940.00	\$8,376.00	\$12,564.00	\$2,512.80	\$10,051.20
DMV- TLR - batch	15,703	\$1.00	\$15,703.00	\$6,281.20	\$9,421.80	\$1,884.36	\$7,537.44
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	8	\$50.00	\$400.00	\$272.00	\$128.00	\$25.60	\$102.40
DMV- TLR - Vol. Over 2,000/Run	5	\$18.00	\$90.00	\$50.00	\$40.00	\$8.00	\$32.00
DMV - Reinstatement	2,249	\$3.00	\$175,147.00	\$168,400.00	\$6,747.00	\$1,349.40	\$5,397.60
DMV - IRP	575	Variable	\$1,073,065.97	\$1,064,990.25	\$8,075.72	\$1,615.14	\$6,460.58
DMV - IFTA	237	Variable	\$19,533.35	\$19,157.28	\$376.07	\$75.21	\$300.86
DMVSPLATE	1,274	Variable	\$17,972.00	\$14,150.00	\$3,822.00	\$764.40	\$3,057.60
DMVSPLATEMESS	1,493	Variable	\$78,339.00	\$73,860.00	\$4,479.00	\$895.80	\$3,583.20
DMV - SingleTripPermit	705	Variable	\$29,523.00	\$27,115.00	\$2,408.00	\$481.60	\$1,926.40
DMV - Motor Vehicle Renewals	45,488	Variable	\$10,048,290.96	\$9,803,693.38	\$244,597.58	\$48,919.52	\$195,678.06
DMV_Fleets	50	Variable	\$117,132.77	\$116,550.31	\$582.46	\$116.49	\$465.97
DMV_DAS	846	Variable	\$72,367.00	\$59,644.00	\$12,723.00	\$2,544.60	\$10,178.40
HHSS - Health Practitioner Lists	94	Variable	\$7,890.00	\$0.00	\$7,890.00	\$1,578.00	\$6,312.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	167,498	Variable	\$1,674.98	\$0.00	\$1,674.98	\$335.00	\$1,339.98
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$111.94	\$0.00	\$111.94	\$22.39	\$89.55
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	1,357	\$1.00	\$434,838.37	\$428,883.00	\$5,955.37	\$1,191.07	\$4,764.30
LCC Local Renewals	471	Variable	\$296,546.99	\$292,531.18	\$4,015.81	\$803.16	\$3,212.65
LOCLCCNEW	1	Variable	\$209.52	\$200.50	\$9.02	\$1.80	\$7.22
LCC_Orders	6	Variable	\$325.06	\$308.49	\$16.57	\$3.31	\$13.26
LCC_SDL	148	Variable	\$7,606.79	\$7,200.00	\$406.79	\$81.36	\$325.43
SED - Electrical Permits	734	4% of Fee	\$110,368.53	\$106,370.50	\$3,998.03	\$799.61	\$3,198.42
SED - Electrician License Renewal	135	2% of Fee	\$8,471.00	\$8,126.00	\$345.00	\$69.00	\$276.00
SED - Electrician Apprentice License	169	3.00	\$7,267.00	\$6,760.00	\$507.00	\$101.40	\$405.60
SED - License List	7	Variable	\$185.00	\$150.00	\$35.00	\$7.00	\$28.00
SEDEXAM3 - Exam Application (\$3 fee)	82	3.00	\$5,169.00	\$4,920.00	\$249.00	\$49.80	\$199.20
SEDEXAM5 - Exam Application (\$5 fee)	20	5.00	\$2,600.00	\$2,500.00	\$100.00	\$20.00	\$80.00
SOS - Corporation filings (LLC/LLP) (TPE)	26,482	\$3.00	\$799,594.00	\$713,950.00	\$85,644.00	\$17,128.80	\$68,515.20
SOS - NonProfit Reports	3,761	\$3.00	\$105,420.00	\$94,125.00	\$11,295.00	\$2,259.00	\$9,036.00
SOS - Document eDelivery	4,863	\$2/vari	\$288,297.75	\$277,180.00	\$11,117.75	\$2,223.55	\$8,894.20
SOS - Corp filings (Foreign/Domestic Corporat	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	2,843	Variable	\$10,866.90	\$5,998.24	\$4,868.66	\$973.73	\$3,894.93
SOS - CollectionRenew	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	31	Variable	\$660.00	\$330.00	\$330.00	\$66.00	\$264.00

SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	13	\$300.00	\$3,900.00	\$1,950.00	\$1,950.00	\$390.00	\$1,560.00
SOS - Corp_OCOGS	741	\$6.50	\$4,816.50	\$1,852.50	\$2,964.00	\$592.80	\$2,371.20
SOS - Corpcogs	21	\$10.00	\$210.00	\$210.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,209	\$0.45	\$2,344.05	\$1,666.88	\$677.17	\$135.43	\$541.74
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	17	\$300.00	\$5,100.00	\$2,550.00	\$2,550.00	\$510.00	\$2,040.00
SOS - UCC Interactive Searches	9,315	\$4.50	\$41,917.50	\$32,602.50	\$9,315.00	\$1,863.00	\$7,452.00
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	1,483	Variable	\$2,966.00	\$1,483.00	\$1,483.00	\$296.60	\$1,186.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	1,382	\$11.00	\$15,202.00	\$13,129.00	\$2,073.00	\$414.60	\$1,658.40
SOS - UCC Original Filings	1,531	\$11.00	\$16,841.00	\$14,544.50	\$2,296.50	\$459.30	\$1,837.20
SOS - UCC Electronic Amendments	761	\$11.00	\$8,371.00	\$7,229.50	\$1,141.50	\$228.30	\$913.20
SOS - UCC Electronic Assignments	1	\$11.00	\$11.00	\$9.50	\$1.50	\$0.30	\$1.20
SOS - UCC Electronic Collateral Amendments	87	\$11.00	\$957.00	\$826.50	\$130.50	\$26.10	\$104.40
SOS - UCC Images	16,550	\$0.45	\$7,447.50	\$5,296.00	\$2,151.50	\$430.30	\$1,721.20
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	103	Variable	\$1,133.00	\$978.50	\$154.50	\$30.90	\$123.60
SOS - UCCASSIGN_BULK	26	Variable	\$286.00	\$247.00	\$39.00	\$7.80	\$31.20
SOS - UCCCOLLAMEND	28	Variable	\$308.00	\$266.00	\$42.00	\$8.40	\$33.60
SOS - UCCCONT_BULK	293	Variable	\$3,223.00	\$2,783.50	\$439.50	\$87.90	\$351.60
SOS - UCCORIG_BULK	942	Variable	\$10,362.00	\$8,949.00	\$1,413.00	\$282.60	\$1,130.40
SOS - EFS Interactive Searches	2,569	\$4.50	\$11,560.50	\$8,991.50	\$2,569.00	\$513.80	\$2,055.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	234	\$11.00	\$2,574.00	\$2,223.00	\$351.00	\$70.20	\$280.80
SOS - EFS Original Filings	287	\$11.00	\$3,157.00	\$2,726.50	\$430.50	\$86.10	\$344.40
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	23	Variable	\$690.00	\$575.00	\$115.00	\$23.00	\$92.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	10	5% of Fee	\$882.00	\$882.00	\$44.10	\$8.82	\$35.28
E&A - Engineers & Architects	62	5% of Fee	\$9,300.00	\$9,300.00	\$465.00	\$93.00	\$372.00
Water Well Registrations	131	5% of Fee	\$11,640.00	\$10,825.20	\$814.80	\$162.96	\$651.84
REV - Motor Fuels Tax Filing	460	\$0.25	\$115.00	\$0.00	\$115.00	\$23.00	\$92.00
NDOA - Applicator permits	2,775	Variable	\$109,610.00	\$103,441.00	\$6,169.00	\$1,233.80	\$4,935.20
NDOA - AGAERIAL_LICENSE	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	12	Variable	\$1,445.39	\$1,406.88	\$38.51	\$7.70	\$30.81
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	14	Variable	\$9,497.35	\$9,467.72	\$29.63	\$5.93	\$23.70
NDOA - AGSMALL_PACKAGE	13	Variable	\$9,244.86	\$9,027.25	\$217.61	\$43.52	\$174.09
NDOA - AG_EURO_CORN	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	32	Variable	\$7,289.11	\$7,146.24	\$142.87	\$28.57	\$114.30
NDOA - AGFIRM_REGISTRATION	17	Variable	\$261.30	\$227.00	\$34.30	\$6.86	\$27.44
NDOA - AGGFAL_Renew	132	Variable	\$2,507.46	\$2,230.75	\$276.71	\$55.34	\$221.37
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$18,743.73	\$18,736.73	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	85	Variable	\$13,846.76	\$13,451.25	\$395.51	\$79.10	\$316.41
NDOA - AG_CervineFacility Permit	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN_GWP	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	46	Variable	\$46,637.81	\$46,553.81	\$84.00	\$16.80	\$67.20
NDOA - AGNURSERY_RENEW	9	Variable	\$1,147.62	\$1,110.17	\$37.45	\$7.49	\$29.96
NDOA - AGNURSERY_STOCK	11	Variable	\$946.43	\$908.19	\$38.24	\$7.65	\$30.59
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$948.03	\$916.25	\$31.78	\$6.36	\$25.42
NDOA - Pet Feed Rendering	1	Variable	\$307.47	\$298.25	\$9.22	\$1.84	\$7.38
NDOA - Pesticide License Renewals	21	Variable	\$11,823.53	\$11,705.75	\$117.78	\$23.56	\$94.22
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.86	\$69.75	\$7.11	\$1.42	\$5.69
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00

SFM - Fireworks Licenses	16	Variable	\$180.00	\$160.00	\$20.00	\$4.00	\$16.00
SFM - Fireworks Display Permits	76	Variable	\$9,623.91	\$9,225.00	\$398.91	\$79.78	\$319.13
SFM_BOILER	108	Variable	\$12,225.00	\$0.00	\$324.00	\$64.80	\$259.20
SFM_ELEVATOR	143	Variable	\$26,049.32	\$0.00	\$429.00	\$85.80	\$343.20
SFM_ELEVATOR_CC%	107	Variable	\$21,839.32	\$0.00	\$655.18	\$131.04	\$524.14
OTC-Over the counter payment	24,094	Variable	\$6,428,923.83	\$6,351,058.32	\$77,865.51	\$15,573.10	\$62,292.41
OTC Billback	289	Variable	\$2,303.91	\$0.00	\$2,303.91	\$460.78	\$1,843.13
PropertyTax Payments	3,160	Variable	\$17,254,896.14	\$17,212,278.36	\$42,617.78	\$8,523.56	\$34,094.22
PropertyTaxOTC	171	Variable	\$416,600.75	\$412,875.79	\$3,724.96	\$744.99	\$2,979.97
NDOL - Contractor Registration	1,574	Variable	\$49,530.20	\$44,735.00	\$4,795.20	\$959.04	\$3,836.16
NDOL_OVR_PMT	81	Variable	\$22,019.57	\$21,765.84	\$253.73	\$50.75	\$202.98
NDOL_TAX_PMT	105	Variable	\$21,597.71	\$20,662.86	\$934.85	\$186.97	\$747.88
NEROADS - DOT_Permits	10,685	Variable	\$287,288.75	\$268,590.00	\$18,698.75	\$3,739.75	\$14,959.00
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS- NDOT_Superintendent	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	43	Variable	\$5,033.11	\$4,765.64	\$267.47	\$53.49	\$213.98
NEROADS - NDOTPERMITS	6	Variable	\$110.50	\$101.08	\$9.42	\$1.88	\$7.54
State Patrol Crime Report	1,165	\$18.00	\$23,792.50	\$19,187.50	\$4,605.00	\$921.00	\$3,684.00
NSPCCW_Renew - NSP Conceal & Carry	1,677	\$4.50	\$91,342.00	\$83,800.00	\$7,542.00	\$1,508.40	\$6,033.60
NSPApptFee	1,087	\$4.50	\$61,975.26	\$58,558.75	\$3,416.51	\$683.30	\$2,733.21
State Patrol Crime Report - Subscriber	1,482	Variable	\$22,713.00	\$18,943.80	\$3,769.20	\$753.84	\$3,015.36
Event Registration	428	10% of Fee	\$16,540.00	\$15,000.50	\$1,539.50	\$307.90	\$1,231.60
Sarpy_Stop	243	Variable	\$36,975.00	\$36,076.77	\$898.23	\$179.65	\$718.58
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	1	\$1.75	\$45.00	\$0.00	\$1.75	\$0.35	\$1.40
SupIntendBBAC	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SupIntendBBCC	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Food New Applications ACH Billback	7	\$1.75	-\$7.00	\$0.00	-\$7.00	-\$1.40	-\$5.60
LPNNRD_Trees_Sale	13	Variable	\$1,368.12	\$1,310.16	\$57.96	\$11.59	\$46.37
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	43	Variable	\$1,981.31	\$1,875.00	\$106.31	\$21.26	\$85.05
order_form_LPNNRD	78	Variable	\$3,229.99	\$3,029.60	\$200.39	\$40.08	\$160.31
order_form_UBBNRD	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	19	Variable	\$805.25	\$760.00	\$45.25	\$9.05	\$36.20
Utility_payment	1,575	Variable	\$283,663.13	\$277,023.45	\$6,639.68	\$1,327.94	\$5,311.74
SarpyCommunityCorrections	33	Variable	\$2,214.63	\$2,104.39	\$110.24	\$22.05	\$88.19
SARPY_VEHINSP	133	Variable	\$5,191.61	\$4,838.00	\$353.61	\$70.72	\$282.89
OTLPAYMENT	12	Variable	\$11,529.64	\$11,484.42	\$45.22	\$9.04	\$36.18
59PlanningDept	54	Variable	\$7,554.85	\$7,281.57	\$273.28	\$54.66	\$218.62
gretna_occ_tax	26	Variable	\$32,873.08	\$32,795.08	\$78.00	\$15.60	\$62.40
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	7	Variable	\$256.50	\$240.00	\$16.50	\$3.30	\$13.20
NBELS_Land_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_LS_RENEW	5	Variable	\$463.09	\$445.00	\$18.09	\$3.62	\$14.47
ded_programs_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	4	Variable	\$1,454.00	\$1,400.00	\$54.00	\$10.80	\$43.20
DOI_MISC_PAY	60	Variable	\$30,035.15	\$29,615.00	\$420.15	\$84.03	\$336.12
DOIRENEW	94	Variable	\$17,900.25	\$17,130.00	\$770.25	\$154.05	\$616.20
Micellianious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	143,738	Variable	\$8,624.28	\$0.00	\$8,624.28	\$1,724.86	\$6,899.42
NBC_Inspections	476	Variable	\$65,859.15	\$65,859.15	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	9	Variable	\$942.93	\$0.00	\$942.93	\$188.59	\$754.34
NBC_NISaleBarn	135	Variable	\$101,680.40	\$101,680.40	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	119,624	Variable	\$7,177.44	\$0.00	\$7,177.44	\$1,435.49	\$5,741.95
NBC_RFLRenewal	9	Variable	\$13,281.27	\$13,281.27	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	106	Variable	\$29,715.15	\$29,715.15	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	34,959	Variable	\$2,097.54	\$0.00	\$2,097.54	\$419.51	\$1,678.03
NBC_BrandRene	44	Variable	\$165.00	\$0.00	\$165.00	\$33.00	\$132.00
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	1,339	Variable	\$5,356.00	\$3,347.50	\$2,008.50	\$401.70	\$1,606.80
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	4,118	\$1.50	\$19,681.00	\$13,513.00	\$6,168.00	\$1,233.60	\$4,934.40
dhhscentregDHL	8,439	\$1.50	\$42,195.00	\$29,536.50	\$12,658.50	\$2,531.70	\$10,126.80
REVENUE_FEE	5,328	\$1.75	\$9,324.00	\$0.00	\$9,324.00	\$1,864.80	\$7,459.20
MVILB_Renewal	0	Variable	0	0	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>2,159,820.00</b>		<b>41,758,037.39</b>	<b>40,817,290.59</b>	<b>882,507.19</b>	<b>176,501.43</b>	<b>706,005.76</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	150,800	\$1.00	\$150,800.00	75,400.00	75,400.00	\$75,400.00
Court Records (Justice) Monthly	96	\$500.00	\$48,000.00	\$24,000.00	24,000.00	\$24,000.00
Court Records (Justice) Credit Card Searches	1,086	\$15.00	\$16,290.00	\$8,145.00	8,145.00	\$8,145.00
Court E-Filing	19,620	\$1.00	\$19,620.00	\$0.00	19,620.00	\$19,620.00
COURTRECORDERF	4	\$1,000.00	\$6,000.00	\$0.00	6,000.00	\$6,000.00
COURTRECORDERU	2	\$1,500.00	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPPELFILE	442	\$2.00	\$884.00	\$0.00	884.00	\$884.00
AOCERTGS	40	Variable	\$361.70	\$285.00	76.70	\$76.70
COURTAPPTFILE	3	variable	\$229.00	\$0.00	229.00	\$229.00
Courtjudge	141	\$50.00	\$7,050.00	\$0.00	\$7,050.00	\$7,050.00
Court Citations	5,344	Variable	\$745,672.85	\$730,271.95	15,400.90	\$15,400.90
AOC_Cert_Authority	56	Variable	\$1,528.38	\$1,400.00	128.38	\$128.38
Court Payments	3,544	Variable	\$1,525,190.77	\$1,505,841.76	19,349.01	\$19,349.01
Lobbyist Registration	10	\$0.05	\$2,000.00	\$2,000.00	100.00	\$100.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	-1	\$50.00	-\$50.00	-\$50.00	-25.00	-\$25.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
LEG - BillTracker (11-20 eProfiles)	-1	\$250.00	-\$250.00	-\$125.00	-125.00	-\$125.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	693	\$3.00	\$2,079.00	\$0.00	\$2,079.00	\$2,079.00
Sccalessubscr	908	Variable	\$908.00	\$454.00	454.00	\$454.00
<b>SUBTOTAL</b>	<b>182,788</b>		<b>2,528,413.70</b>	<b>2,347,697.71</b>	<b>180,815.99</b>	<b>180,815.99</b>

**Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			\$91,380.66	\$91,380.66	\$91,380.66
Annual SAAS Fee			\$0.00	\$0.00	\$0.00
Implementation Fee	0		\$0.00	\$0.00	\$0.00
Subscriptions - New	662	variable	\$66,200.00	\$66,200.00	\$66,200.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$157,580.66</b>	<b>\$157,580.66</b>	

**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	ee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	40	variable	2,271,596.00	2,271,596.00	0.00
COURTEFILESUB	19,620	variable	\$604,297.75	\$604,297.75	0.00
PSCREMIT	315	variable	\$4,871,697.54	\$4,871,697.54	0.00
WCCSUB	119	variable	\$1,785.00	\$1,785.00	0.00
<b>SUBTOTAL</b>	<b>20,094</b>		<b>\$7,749,376.29</b>	<b>\$7,749,376.29</b>	<b>\$0.00</b>