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Notice ID: gP1aBVro3VTPvTKIH6if | **Proof Updated: Sep. 25, 2024 at 09:09am CDT** Notice Name: NSRB 10.16.2024 | Publisher ID: COL-NE-1002418

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Columns Wide: 1	Ad Class:	Legals
09/28/2024: General Legal N	otice	22.10
	Total	\$22.10

Public Meeting

Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for October 16, 2024, at 9:00 AM, and will be held at the 1221 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 staterecordsboard.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. COL-NE-1002418 9/28 ZNEZ

ORGANIZATION	ACTIVITY
Nebraska State Records Board	Meeting
DATE OF ACTIVITY	TIME OF ACTIVITY
10/16/2024	9:00 AM Central
LOCATION 1221 N Street 2nd Floor Conference Room	DETAILS Quarterly Meeting
MEETING AGENDA	MEETING MATERIALS
https://staterecordsboard.nebraska.gov	https://staterecordsboard.nebraska.gov
/meetings	/meetings
NAME	EMAIL
Libby Elder Executive Director	libby.elder@nebraska.gov
ADDRESS	AGENCY WEBSITE
1221 N Street	https://staterecordsboard.nebraska.gov
Lincoln, NE	/
TELEPHONE (402) 471-2745	

NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2nd Floor Conference Room October 16, 2024, 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 August 29, 2024, Meeting Minutes
- 6. APPROVAL OF FINANCIAL REPORT Action Item: Approval of June 30, 2024, Cash Fund Balance Report
- 7. PUBLIC COMMENT
- 8. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF TEMPLATE AGREEMENTS (Signed by Chairperson Evnen pursuant to Board authority)
 - 1. **Non-Action Item:** EGSLA Cedar County, Village of Colon, City of Franklin, City of Humphrey, City of Lexington, Village of Mead, City of Peru, Village of Wausa
 - 2. Non-Action Item: Payport City of Lexington, Village of Sterling
 - 3. Non-Action Item: Business Payment Processing Department of Agriculture
 - 4. Non-Action Item: Citizen Payment Processing Village of Big Springs
 - 5. **Non-Action Item:** Statement of Work Department of Agriculture (Two), Attorney General (Two), Department of Banking & Finance, Nebraska Brand Committee
 - b) REVIEW OF PROJECT STATUS REPORTS
- AUDIT OF NEBRASKA INTERACTIVE, LLC Action Item: Accept the Ernst & Young LLP Audit Report of Nebraska Interactive, LLC, dated April 30, 2024, for years ended December 31, 2022 and 2023
- 10. NEBRASKA INTERACTIVE, LLC dba TYLER NEBRASKA REPORTS
 - a) Non-Action Item: Status of Technical Infrastructure Upgrades, Migrations, and Enhancements
 - b) Action Item: Approve Project Priority Report
 - c) Non-Action Item: General Manager's Report
- 11. REQUEST FOR PROPOSALS NETWORK MANAGER (Closed Session)
 a) Non-Action Item: Subcommittee Report
- 12. DATE FOR NEXT MEETING TBD – December 2024 LOCATION: 1221 N Street, 2nd Floor Conference Room
- 13. ADJOURNMENT



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of August 29, 2024

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 9:00 a.m. on August 29, 2024.

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 ("DAS")
Suzanne Geist, representing the Attorney General
Mike Foley, Auditor of Public Accounts
Tom Briese, State Treasurer
Walter Weir, representing the General Public
Beau Reid, representing the Insurance Industry
Sean Blocher, representing the Banking Profession
David Richards, representing the Libraries
Ryan Maloley, representing the Legal Profession

Vacant member positions: Representative the Media Profession

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

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 on the table by the entrance.

Agenda Item 3. NOTICE OF MEETING. The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on August 3, 2024, 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. Jackson made the motion to accept the agenda, seconded by Mr. Kelly.

Voting For:	Evnen	Geist	Jackson	Briese	Weir
-	Kelly	Foley	Richards	Reid	Blocher
	Maloley				

Voting Against:

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the March 19, 2024, meeting. Mr. Foley moved to approve the minutes as presented. Mr. Richards seconded the motion.

Voting For:	Evnen Kelly Maloley	Geist Foley	Jackson Richards	Briese Reid	Weir Blocher
Voting Against:					

The motion carried.

Agenda Item 6. APPROVAL OF FINANCIAL REPORT. Ms. Elder provided a summary of the March 31, 2024, Cash Fund Balance Report. Mr. Foley moved to approve the Cash Fund Balance Report. Mr. Kelly seconded the motion. There was no further discussion.

Voting For:	Evnen Kelly Maloley	Geist Foley	Jackson Richards	Briese Reid	Weir Blocher
Voting Against:	None				

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 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, Citizen Payment Processing Addendums, Statements of Work, and a Termination Agreement.

Agenda Item 8.b. Review of Project Status Reports. Ms. Elder presented information on the status of active projects based upon feedback from local and state government partners.

Agenda Item 8.c. Audit of Nebraska Interactive, LLC. Ms. Elder reported that Nebraska Interactive, LLC dba Tyler Nebraska ("Tyler") has provided the NSRB their Independent Audit for Years Ended December 31, 2023, and 2022. The audit was provided to the Chair of the Audit Review Subcommittee and will be on the agenda as an action item in October.

Agenda Item 9. NEW BUSINESS

Agenda item 9.a. Approve Department of Motor Vehicles ("DMV") – Revised Addendum 1 – Specialty License Plates. Ms. Elder presented the DMV's Revised Addendum 1 and explained that the cost for specialty plates with a personalized message ranges from \$40.00 to \$70.00, while specialty plates with an assigned alpha/numeric combination cost \$5.00. The portal fee is currently a flat \$3.00, approved by the NSRB in November of 2013. The DMV and Tyler agreed to reduce the portal fee on specialty license plates to \$1.50, as reflected in Revised Addendum 1.

DMV Director Lahm requested NSRB approval of Revised Addendum 1. Director Lahm shared that DMV has received complaints regarding the \$3.00 portal fee on \$5.00 specialty license plates, and reduction of the fee by 50% will make the fee more reasonable for customers, while still allowing Tyler to have revenue to support the service. There was discussion regarding where license plate fees are credited.

Mr. Foley moved to approve the Revised Addendum 1, seconded by Ms. Geist.

Voting for:

Geist Evnen Kelly Foley Maloley

Jackson Richards

Weir Briese Reid

Blocher

Voting Against:

The motion carried.

Agenda Item 10. NEBRASKA INTERACTIVE, LLC dba TYLER NEBRASKA **REPORTS**

Agenda Item 10.a. Approve Project Priority Report. Ms. Erb discussed projects in progress and projects successfully completed in Quarter 1 of 2024. Ms. Erb. highlighted a vehicle permit enhancement project for the DMV. There was discussion of viewing the information in the Project Status Reports in conjunction with the Project Priority Report to obtain the most current information on the status of the projects.

Mr. Reid moved to approve the Project Priority Report, seconded by Mr. Richards.

Voting for:	Evnen	Geist	Jackson	Briese	Weir
	Kelly	Foley	Richards	Reid	Blocher
	Maloley				

Voting Against:

The motion carried.

Mr. Reid left 9:36 returned 9:38.

Agenda Item 10.b. Status of Technical Infrastructure Upgrades, Migrations and Enhancements. Mr. Hughes reported that Tyler has continued to make significant progress on technical infrastructure upgrades and is tracking solidly against the plan previously presented to the NSRB. The AppEngine to Engagement Builder modernization is complete. The Pantheon migration is also complete, and Drupal modernization is taking place.

Mr. Sloan added that feedback from agencies has been positive, and there has been an increase in demand for enhancements and use of Engagement Builder and Application Platform.

Mr. Sloan highlighted a project in progress for the Attorney General's Office to modernize management of commercial data breach reporting. There was discussion regarding the future of artificial intelligence and the possibility of incorporating the technology into applications and websites.

Mr. Sloan shared that Tyler is continuing to work on new website development, in conjunction with their subcontractor Dogwood Media. Mr. Sloan discussed the desire to collaborate with the NSRB and agencies on modernization of the Nebraska.gov website.

Agenda Item 10.c. General Manager's Report. Mr. Hughes shared results of a survey of Nebraska citizens, which included responses from 89 of Nebraska's 93 counties. The survey examined citizen interaction with government and interest in centralization of services in a mobile friendly application to make interaction more convenient.

Mr. Hughes discussed a project for the Motor Vehicle Industry Licensing Board in which Tyler is modernizing processes for motor vehicle dealers by replacing paper and regular mail with online processing. Mr. Hughes also discussed a project for the DMV, which won an award from the American Association of Motor Vehicle Administrators ("AAMVA")

Mr. Hughes discussed the escalation process at Tyler to help partners understand who to contact if an issue arises. Mr. Hughes also discussed customer satisfaction ratings.

Mr. Weir stated that Tyler Technologies represents the largest provider of software for government, and asked about future goals, including partnerships with colleges and the University, artificial intelligence, and the strategic plan for the portal for the next 5-10 years. Chairperson Evnen indicated that Mr. Weir has written down his comments and that Tyler will be asked to respond at the next meeting.

Mr. Reid inquired about Tyler's financials, as the General Manager's report shows a 39% reduction in income in the first quarter. Mr. Hughes indicated there has been an increase in merchant fees along with Tyler's investment in the technical infrastructure modernization, which is roughly a \$3.9 million investment provided by Tyler at no cost to the State of Nebraska.

Agenda Item 11. OLD BUSINESS: NETWORK MANAGER CONTRACT DISCUSSION

Agenda Item 11.a. Possible action regarding the Network Manager Contract. Mr. Maloley made a motion to go into closed session for the limited purpose of discussion of the network manager

contract. The closed session is necessary for the protection of the public interest and prevention of needless injury to the reputation of an individual. The motion for closed session was seconded by Mr. Weir.

Chairperson Evnen restated the motion to go into closed session.

Voting for:	Evnen	Geist	Jackson	Briese	Weir
-	Kelly	Foley	Richards	Reid	Blocher
	Maloley				

Voting Against:

The motion carried.

The NSRB went into closed session at 10:08 a.m.

At 10:28 a.m. Mr. Maloley moved that the NSRB reconvene in open session having completed discussion of the network manager contract. The motion was seconded by Mr. Kelly.

Voting For:	Evnen	Geist	Jackson	Briese	Weir
	Kelly	Foley	Richards	Reid	Blocher
	Maloley				

Voting Against:

The motion carried.

Mr. Briese moved to authorize and direct the Chairperson in consultation with DAS and the Ad Hoc Subcommittee appointed by the Chairperson to develop a draft Request for Proposals for a network manager to be submitted to the NSRB for review and approval. Mr. Weir seconded.

Voting For:	Evnen	Geist	Jackson	Briese	Weir
	Kelly	Foley	Richards	Reid	Blocher
	Maloley				

Voting Against:

The motion carried.

Agenda Item 12. DATE FOR NEXT MEETING. The Chairperson announced the next regular meeting of the NSRB will be on October 16, 2024, at the 12th and N Street location.

Agenda Item 13. ADJOURNMENT. Mr. Foley made a motion to adjourn, which was seconded by Ms. Geist.

Voting For:	Evnen Kelly Maloley	Geist Foley	Jackson Richards	Briese Reid	Weir Blocher
	-				

Voting Against:

The motion carried.

The meeting adjourned at 10:34 AM.

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

NSRB - CASH FUND BALANCE State Records Board - Revenues & Expenditures & Transfers April 1, 2024, through June 30, 2024

With comparative figures for April 1, 2023, through June 30, 2023

FY 23-24

		Prior Year		Prior Year		Prior Year	Year to Date	Year to Date
	<u>Apr 2024</u>	<u>Apr 2023</u>	<u>May 2024</u>	<u>May 2023</u>	<u>Jun 2024</u>	<u>Jun 2023</u>	<u>FY 23-24</u>	<u>FY 22-23</u>
Revenues:								
Sale of Subscriber Services	\$1,380,913.91	\$1,569,875.28	\$1,375,906.87	\$1,421,499.45	\$1,372,514.11	\$1,540,498.24	\$17,224,992.15	\$17,318,264.65
General Business Fees	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
Driver Records	\$4,380.00	\$192.72	\$195.00	\$193.00	\$292.00	\$199.00	\$3,587.00	\$3,364.72
Investment Income	\$15,438.84	\$10,591.89	\$0.00	\$9,210.03	\$16,594.01	\$10,389.18	\$150,243.90	\$95,042.17
Penalty Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,000.00	\$0.00
Total	\$1,400,732.75	\$1,580,659.89	\$1,376,101.87	\$1,430,907.48	\$1,389,400.12	\$1,551,086.42	\$17,391,823.05	\$17,416,676.54
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Expenditures:		¢1 150 000 55	¢1,000,0 70 ,07	¢1 0/0 500 51	¢1,000,0 70,7 0	¢1 1 (0 0 41 0 (#10 000 0E0 E0	
State Agency Transfers NIC	\$1,007,769.98 \$212,017.79	\$1,150,032.77 \$188,017.42	\$1,008,073.06 \$214,238.01	\$1,063,728.71 \$457,073.13	\$1,009,872.70 \$218,499.95	\$1,169,041.06 \$0.00	\$12,900,859.52 \$2,637,213.63	\$13,025,668.64
Grant Payments	\$212,017.79	\$100,017.42	\$214,238.01	\$457,073.13	\$218,499.93 \$0.00	\$0.00	\$2,637,213.63	\$2,363,286.75 \$0.00
Personal Services	\$25,665.41	\$23,317.26	\$25,665.40	\$23,317.55	\$25,665.73	\$23,317.12	\$309,493.46	\$0.00 \$281,780.56
Misc. Expense	\$1,702.54	\$1,821.41	\$413.24	\$2,428.90	\$4,361.15	\$5,767.21	\$32,965.21	\$26,347.24
SRC Move	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,248.75
Total	\$1,247,155.72	\$1,363,188.86	\$1,248,389.71	\$1,546,548.29	\$1,258,399.53	\$1,198,125.39	\$15,880,531.82	\$15,708,331.94
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Net Increase (Decrease)	\$153,577.03	\$217,471.03	\$127,712.16	(\$115,640.81)	\$131,000.59	\$352,961.03	\$1,511,291.23	\$1,708,344.60
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,000,000.00)	\$0.00	(\$3,000,000.00)	\$0.00
Transfers Out	Φ0.00	\$0.00	\$0.00	\$0.00	(\$5,000,000.00)	\$0.00	(\$3,000,000.00)	\$0.00
Fund Balance	\$6,933,292.73	\$5,443,394.03	\$7,061,004.89	\$5,327,753.22	\$4,192,005.48	\$5,680,714.25	\$4,192,005.48	\$5,680,714.25
Fund Balance-Local Agency	\$586.03	\$570.20	\$586.03	\$571.32	\$587.46	\$572.53	\$587.46	\$572.53
<i>.</i>								
Records Management Cash								
Fund Balance	\$6,933,878.76	\$5,443,964.23	\$7,061,590.92	\$5,328,324.54	\$4,192,592.94	\$5,681,286.78	\$4,192,592.94	\$5,681,286.78

*LB1413 (2024) required \$3,000,000 to be transferred from the Records Management Cash Fund to the General Fund on or before June 30, 2024.

Summary List Electronic Government Service Level Agreements

Nebraska Interactive LLC submits these signed Electronic Government Service Level Agreements to the Board. The agreements use the approved template, and replace the original Interagency Agreements signed between these agencies and the Nebraska State Records Board. No action necessary.

<u>New EGSLA</u>	NSRB Chairman <u>Signature</u>
Cedar County	08/22/2024
Colon, Village of	09/20/2024
Franklin, City of	08/12/2024
Humphrey, City of	08/13/2024
Lexington, City of	09/09/2024
Mead, Village of	08/13/2024
Peru, City of	08/21/2024
Wausa, Village of	08/26/2024

Electronic Government Service Level Agreement with Cedar 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 Cedar 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 <u>http://nitc.nebraska.gov/standards/</u> 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:	Cedar County, Nebraska,
	County Board Chairperson
	101 S Broadway Avenue
	Hartington, Nebraska 68739
Phone:	(402) 254-7411
Email:	Jessica.Schmit@cedarcountyne.gov
Mailing Address:	Nebraska Interactive dba NIC Nebraska
	1135 M Street, Suite 220
	Lincoln, NE 68508
DI	
Phone:	402-471-7810
Fax:	402-471-7810 402-471-7817
	102 111 / 010

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.
 - 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 nonrefundable. 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:		
Tanner Hughes	8/20/2024	
Tanner Hughes	Date	
General Manager		
Cedar County, Nebraska		
Signed by:		
Dave McGregor	8/22/2024	
Dave McGregor	Date	
County Board Chairperson		
Nebraska State Records Board (NSRB)		
Signed by:		
Robert B. Euren	8/22/2024	
Secretary of State, Robert B Evnen	Date	
Chairperson		
		DS

Electronic Government Service Level Agreement with Village of Colon, 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 Colon, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Colon, Nebraska, Village Chairperson P.O. Box 10 Colon, Nebraska 68018
Phone:	402-443-6251
Email:	villageofcolon@yahoo.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

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 customerfriendly 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.
 - 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 nonrefundable. 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.

0/10/2024

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:

EDB886CDA83D462	
Tanner Hughes	Date
General Manager	
Village of Colon, Nebraska	
Signed by: Doughts Nonothy 3910473D53044CB	9/18/2024
Douglas Novotny	Date
Village Chairperson	
Nebraska State Records Board (NSRB)	
Signed by: Robert B. Ennen 20027F00FFD5460	9/20/2024
Secretary of State, Robert B Evnen	Date
Chairperson	
	DS

Electronic Government Service Level Agreement with City of Franklin, 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 Franklin, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Franklin, Nebraska,
	Mayor
	619 15th Avenue,
	Franklin, Nebraska 68939
Phone:	(308) 425-6295
Email:	info@cityoffranklin.net
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

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 customerfriendly 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.
 - 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 nonrefundable. 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 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: Tanner Hughes 8/7/2024 Date **Tanner Hughes** General Manager City of Franklin, Nebraska Margaret Siel 8/9/2024 Margaret Siel Date Mayor Nebraska State Records Board (NSRB) Signed by: 8/12/2024 Robert B. Ennen 3B837E90EED5466 Secretary of State, Robert B Evnen Date Chairperson

Electronic Government Service Level Agreement with City of Humphrey, 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 Humphrey, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Humphrey, Nebraska,
	Mayor
	203 Elm Street,
	Humphrey, Nebraska 68642
Phone:	(402) 923-0224
Email:	clerk@cityofhumphrey.com
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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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 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
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- 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.
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 - c. An addendum to this Agreement
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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.

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 - 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.
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 - 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:
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 - (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

Decu Cinned hu

Tanner Hughes EDB886CDA03D462	8/12/2024	
Tanner Hughes	Date	
General Manager		
City of Humphrey, Nebraska		
Signed by:		
Robert Preister	8/13/2024	
Robert Preister	Date	
Mayor		
Nebraska State Records Board (NSRB)		
Signed by:		
Robert B. Euren 3B037E00FED5466	8/13/2024	
Secretary of State, Robert B Evnen	Date	
Chairperson		
		DS



Electronic Government Service Level Agreement with City of Lexington, 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 Lexington, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Lexington, Nebraska,
	Mayor
	406 E. 7th Street
	Lexington, Nebraska 68850
Phone:	(308) 324-2341
Email:	dhaines@cityoflex.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

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.
 - 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 nonrefundable. 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:

Tanner Hughes	8/21/2024	
Tanner Hughes	Date	
General Manager		
City of Lexington, Nebraska		
Signed by:		
John Fagot	8/27/2024	
John Fagot	Date	
Mayor		
Nebraska State Records Board (NSRB)		
Signed by:		
Robert B. Euren	9/9/2024	
Secretary of State, Robert B Evnen	Date	
Chairperson		
		DS

Electronic Government Service Level Agreement with Village of Mead, 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 Mead, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Mead, Nebraska,
	Village Chairperson
	312 South Vine Street
	Mead, Nebraska 68041
Phone:	(402) 624-2495
Email:	meadclerk1@hotmail.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

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 customerfriendly 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.
 - 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 nonrefundable. 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 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:

Tanner Hughes 8/12/2024 **Tanner Hughes** Date General Manager Village of Mead, Nebraska -Sianed by: William Thorson 8/13/2024 286DC5E839046 William Thorson Date Village Chairperson Nebraska State Records Board (NSRB) Signed by: Robert B. Ennen 8/13/2024 Secretary of State, Robert B Evnen Date Chairperson

Electronic Government Service Level Agreement with City of Peru, 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 Peru, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Peru, Nebraska,
	Mayor
	614 5th Street
	Peru, Nebraska 68421
Phone:	(402) 872-6685
Email:	cityclerkcityofperu@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

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 customerfriendly 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.
 - 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 nonrefundable. 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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Tarrier Hughes	8/20/2024	
Tanner Hughes	Date	
General Manager		
City of Peru, Nebraska		
Signed by:		
Vare fease	8/21/2024	
Dave Pease	Date	
Mayor		
Nebraska State Records Board (NSRB)		
Signed by:		
Robert B. Euren 3B837E00FED5466	8/21/2024	
Secretary of State, Robert B Evnen	Date	
Chairperson		
		DS

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Electronic Government Service Level Agreement with Village of Wausa, 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 Wausa, 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 <u>http://nitc.nebraska.gov/standards/</u> 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 Wausa, Nebraska,
	Village Chairperson
	406 East Broadway
	Wausa, Nebraska 68786
Phone:	402-586-2311
Email:	villageofwausa@gpcom.net
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

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 customerfriendly 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.
 - 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:

Tanner Hughes 8/26/2024 Date Tanner Hughes General Manager Village of Wausa, Nebraska 8/26/2024 Chris Ferdig Date Village Chairperson Nebraska State Records Board (NSRB) Signed by: Robert B. Ennen 8/26/2024 Secretary of State, Robert B Evnen Date Chairperson

Addendum One to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

City of Lexington, 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 Lexington, 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 Lexington, Nebraska

Revenue Type: Instant Access

Implementation: 2024

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

Nebraska State Records Board

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html -DocuSigned by:

By:	Date:	8/21/2024
General Manager – Tanner Hughes		
Nebraska Interactive, LLC dba NIC Nebraska		
By: John Fagot	Date:	8/27/2024
Mayor - John Fagot		
City of Lexington, Nebraska		
By: Robert B. Euren	Date:	9/9/2024
Chairman – Secretary of State Robert B. Evnen		





Addendum One to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

Village of Sterling, 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 Village of Sterling, 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 Village of Sterling, Nebraska

Revenue Type: Instant Access

Implementation: 2024

DocuSigned by:

Service	Village of Sterling, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	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) MagTek DynaPad

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

By: Tanner Hughes	Date:	8/7/2024
General Manager – Tanner Hughes		
Nebraska Interactive, LLC dba NIC Nebraska		
By: John Leizer	_ Date:	8/7/2024
Village Chairperson - John Keizer		
Village of Sterling, Nebraska		
By: Kobert B. Eunen	_ Date:	8/12/2024
Chairman – Secretary of State Robert B. Evnen		
Nebraska State Records Board		



Addendum Twelve to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

Nebraska Department of Agriculture, and the

Nebraska State Records Board

This Addendum Twelve 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 Agriculture ("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: Business Payment Processing for Nebraska Department of Agriculture

Revenue Type: Instant Access

Implementation: 2024

Service	Nebraska Department of Agriculture Fee	Contractor Portal Fee	NSRB Share
Business Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Business Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 + 3%	20% of Portal Fee
Business Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

Portal fees for electronic check transactions will be paid by the agency and invoiced on a monthly basis.

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

DocuSigned by:

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

By: Tanner Hughes	Date:	8/30/2024
General Manager – Tanner Hughes		
Nebraska Interactive, LLC dba NIC Nebraska		
By: Sherry Vinton	Date:	9/3/2024
Director - Sherry Vinton		
Nebraska Department of Agriculture		
By: Robert B. Ennen 3B837E90FED5486	Date:	9/3/2024
Chairman – Secretary of State Robert B. Evnen		
Nebraska State Records Board		



Addendum Two to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

Village of Big Springs, 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 Village of Big Springs, 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 Village of Big Springs, Nebraska

Revenue Type: Instant Access

Implementation: 2024

Service	Village of Big Springs, Nebraska Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	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

Nebraska State Records Board

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:		
By: Tanner Hughes	Date:	6/5/2024
General Manager – Tanner Hughes		
Nebraska Interactive, LLC dba NIC Nebraska		
DocuSigned by:		
By: Dan Van Zu	Date:	6/5/2024
Village Chairperson- Dan Van Zee		
Village of Big Springs, Nebraska		
Signed by:		
By: Robert B. Ennen	Date:	7/24/2024
Chairman – Secretary of State Robert B. Evnen		

LE LE

5/15/2024



NDA Commercial Dog and Cat Operator Inspection Program Application - PiD 1208

Nebraska Department of Agriculture (NDA)

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: Trevor Vargason Date: 7/22/2024

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, dba Tyler Nebraska ("the Contractor") and is subordinate to and subject to all terms and conditions therein.



1. Introduction

The Nebraska Department of Agriculture ("NDA" or "Partner") has requested that Contractor develop an online service for the commercial dog and cat operator inspection program, mandated by Neb. Rev. Stat. §54-627 ("Program"). The Program involves application by, and issuance of licenses to, commercial dog and cat breeders, dealers, boarding kennels, animal control facilities, animal shelters, animal rescues and pet shops, following payment of applicable license and annual fees. Currently, commercial operators complete the application for licensing and pay annual fees manually by mail. Contractor has agreed to develop an online service for administration of the Program for Partner, as described in this SOW.

Executive Contact

Director, Sherry Vinton Email: <u>sherry.vinton@nebraska.gov</u> Phone: (402) 471-2341

Project/Billing Contact

IT Supervisor, Julie Kortus Email: julie.kortus@nebraska.gov Phone: (402) 219-1201

2. Project Overview

2.1 Objectives

The Contractor will build an online portal for NDA for administration of the Program, which allows commercial dog and cat operators to submit licensing applications online, along with payment of the required one-time license fee and applicable annual registration updates and fee(s) for the following processes:

- October Renewals:
 - Animal control and animal shelter facility annual fee form and contact information update
 - Animal Rescue annual fee form and contact information update
- April Renewals:
 - o Commercial dog or cat breeder annual fee form and contact information update
 - Pet Shop and Dealer annual fee form and contact Information update
 - Boarding Kennel annual fee form and contact information update

These User submissions will be sent to a secure administrative interface for NDA to approve or decline.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 A publicly available User interface for Users to complete new or renewal Program registrations.



2.2.1.2 A secure administrative interface for the Partner to receive submitted registrations. The administrative interface queue will have an approval or denial function.

2.2.1.3 A secure payment check out system, using CCP.

2.2.1.4 Upon approval, the User will receive an emailed certificate. Upon denial, the system will deliver an explanation along with an email to the User.

2.2.2 Exclusions

2.2.2.1 The Contractor will not be responsible for producing language of email notifications. See also Section 2.4.4.

2.2.2.2 The Contractor will not be responsible for maintaining the database of active Program registrants. Any changes, additions, removals, or revisions must be submitted to the Contractor by the Partner. Upon receipt of an updated database file, the Contractor will upload new information into the system.

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 Director approves of the project 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 project throughout all phases.

- 2.4.3 Partner will provide the Contractor with the requirements.
- 2.4.4 Partner will provide the Contractor with content; language and text.

2.4.5 Partner will provide customer support for business-related questions during normal business hours.



2.4.6 Partner will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports sent via email to key stakeholders.

2.4.9 The Contractor and Partner must agree on a scheduled launch date.

2.4.10 The Contractor will deliver the following:

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

2.4.10.2 Marketing assistance for agency services.

2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.10.4 24 hours a day, 7 days a week technical support.

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

2.4.10.6 Access request to the system for this application will need to be submitted to the Contractor. Any changes to User access to this system must be communicated to the Contractor.

2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.4.12 This Statement of Work is an overall project hour estimate.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

2.5.2 Partner workload

- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Planning
- 2.6.2 Development
- 2.6.3 Internal Quality Assurance Testing



2.6.4 Partner User Acceptance Testing ("UAT") Testing

2.6.5 Deployment

3 Requirements

This SOW constitutes all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has 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 project 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 by the Partner to the Contractor 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 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: Email: phone:	Nebraska Department of Agriculture, Director P.O. Box 94947 Lincoln, Nebraska, 68509-4947 <u>sherry.vinton@nebraska.gov</u> 402-471-2341
Mailing Address: Phone: Fax: Email:	General Manager/Contractor 1135 M Street, Suite 220 Lincoln, NE 68508 402 471 7810 402-471-7817 ne-support@tylertech.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 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.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Online Licensing & Payment System	78	N/A	N/A
Annual Maintenance	N/A	N/A	N/A
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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.

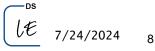


6 Signatures

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

Nebraska Interactive, LLC. dba NIC Nebraska, dba Tyler Nebraska

DocuSigned by:	- /- / / /
Tanner Hughes	7/24/2024
Tanner Hughes, General Manager	Date
Nebraska Department of Agriculture	
Signed by:	- /- / / /
Sherry Vinton EAD231F438404D8	7/24/2024
Sherry Vinton, Director	Date
Nebraska State Records Board (NSRB)	
Signed by: Robert B. Euren	7/24/2024
Secretary of State Robert Evnen, Chairperson	Date





Nebraska Department of Agriculture (NDA) Website SOW

Nebraska Department of Agriculture (NDA)

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: David Clang Date: 6/27/2024

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.



1 Introduction

The Nebraska Department of Agriculture ("NDA" or "Partner") is seeking to migrate their website to a more efficient and user-friendly content management platform. Currently, the NDA operates their website, <u>https://nda.nebraska.gov/</u>, with an in-house team using custom-built HTML. Contractor will transition NDA's website content to the Drupal content management system, provided by Contractor, to enhance the site's functionality and usability.

Executive Contact

Director, Sherry Vinton Email: <u>sherry.vinton@nebraska.gov</u> Phone: (402) 471-2341

Project/Billing Contact

IT Supervisor, Julie Kortus Email: julie.kortus@nebraska.gov Phone: (402) 219-1201

2 Project Overview

2.1 Objectives

The Contractor will create a fully responsive, 508-compliant website for the Partner. This new website will be built using Drupal to provide a more flexible and user-friendly platform for the Partner to manage and maintain their content. The Contractor will migrate the existing website's design and rebuild it within the Drupal framework.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will migrate agreed upon Partner content from the existing website to the new Drupal website.

2.2.1.2 The Contractor will provide a fully responsive solution.

2.2.1.3 The Partner's Drupal website may, at Partner's request, include any of the following features:

- a. Custom website permissions to allow website managers varying roles
- b. Built-in calendar
- c. Press release feed and built-in archive
- d. Simple file and image update tools
- e. Easy to use WYSIWYG site editor
- f. Simple file and image upload tools
- g. Image gallery and/or slider



2.2.1.4 The Contractor will assist with content mapping. The Contractor will build a sitemap to help the Partner organize the website and visualize the overall flow.

2.2.1.5 The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the website.

2.2.1.6 The Partner will provide the Contractor with all content for the website.

2.2.1.7 The Contractor will create graphics and images for use on the website, or obtain permission for use of such graphics and images.

2.2.1.8 The Partner will review the overall status of the project as the Contractor adds content to the website.

2.2.1.9 The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant and works on multiple devices and multiple browsers.

2.2.1.10 The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.

2.2.1.11 The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.1.12 Contractor will build a website with a home page and other subsequent pages to be determined by the Partner.

2.2.1.13 Contractor may use a subcontractor for completion of project work, provided Contractor is solely responsible for fulfilling the SOW, with responsibility for all services provided and products to be delivered as stated in the SOW, and as further specified in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any website content (text) for the website.

2.2.2.2 If the Partner requests the Contractor to make any website changes after the launch of the new website, the Partner will pay Contractor for the work, following the receipt of an invoice from Contactor using the rates established in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2.3 The Partner will not create their own custom module for the website.

2.2.2.4 The Partner will not install or update Drupal modules on the website.

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 the Contractor

2.4 Assumptions

2.4.1 Contractor and Partner will mutually agree upon a timeline for completion of the project.

2.4.2 Partner's chief elected official or authorized official approves of the project and Partner is prepared to provide feedback and input when needed to adhere to agreed upon timeline for project completion.

2.4.3 All of Partner's key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.4 Partner will provide the Contractor with the website requirements.

2.4.5 Partner will provide the Contractor with content, language, and text for the website.

2.4.6 Partner will provide customer support for Contractor's business-related questions during normal business hours.

2.4.7 Partner will provide assistance with testing of the website for business requirements.

2.4.8 The Contractor will communicate the running total of hours that have been spent on the project to date in bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.9 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.10 The Contractor and Partner must agree on a scheduled launch date for the website.

2.4.11 The Contractor will deliver the following:

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

2.4.11.2 Marketing assistance for agency services.

2.4.11.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.



2.4.11.4 24 hours a day, 7 days a week technical support.

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

2.4.12 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Set up template for new website
- 2.6.2 Create graphics and images
- 2.6.3 Migrate content
- 2.6.4 Quality Assurance Testing
- 2.6.5 Partner Testing
- 2.6.6 Launch

3 Requirements

This SOW constitutes all project requirements. It is understood that the website will be developed in accordance with these requirements using industry standards.

After development has 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 project timeline.

4 Terms and Conditions

Partner and Contractor agree to the following terms and conditions:



4.1 Confidentiality

All materials and information provided by the Partner to the Contractor 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 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 Department of Agriculture Executive Director P.O. Box 94947 Lincoln, Nebraska, 68509-4947
Email:	sherry.vinton@nebraska.gov
phone:	402-471-2341
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
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 Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	95 hours	\$110.00/hour (<i>Initial</i> <i>Contract Period</i>)	\$10,450.00 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$2,090.00/year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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.

5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, Partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

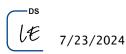


6 Signatures

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

Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:	
Tanner Hughes	7/24/2024
Tanner Hughes, General Manager	Date
Nebraska Department of Agriculture	
Signed by:	
Sherry Vinton	7/24/2024
Sherry Vinton, Director	Date
Nebraska State Records Board (NSRB)	
Signed by:	
Robert B. Ewnen	7/24/2024
Secretary of State Robert Evnen, Chairperson	Date





Nebraska Attorney General's Office (AGO) Law Enforcement Recruiting Microsite

Nebraska Attorney General's Office (AGO)

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: David Clang Date: 7/24/2024

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.



1 Introduction

The Nebraska Attorney General's Office ("AGO" or "Partner") has requested that the Contractor develop a microsite to promote their initiative in supporting the recruitment efforts of Police Departments, Sheriff's Offices, and County Prosecutors. The microsite will help connect potential employees with departments that are hiring and highlight the high quality of life that Nebraska offers.

Executive Contact

Director of Operations, Dana Hoffman Email: <u>Dana.hoffman@nebraska.gov</u> Phone: (402) 471-2683

Project/Billing Contact

Director of Communications, Suzanne Gage Email: <u>suzanne.gage@nebraska.gov</u> Phone: (402) 471-2683

2 **Project Overview**

2.1 Objectives

The Contractor will create a fully responsive, 508-compliant microsite for the Partner ("microsite or website") to promote law enforcement recruitment, as described in this SOW. This new microsite will be built using Drupal to provide a more flexible and user-friendly platform for the Partner to manage and maintain Partner's content. The Contractor will assist in adding initial content at the Partner's direction.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will provide a fully responsive solution.

2.2.1.2 The Partner's Drupal website may, at Partner's request, include any of the following features:

a. Custom website permissions to allow website managers varying roles

- b. Built-in calendar
- c. Press release feed and built-in archive
- d. Simple file and image update tools
- e. Easy to use WYSIWYG site editor
- f. Simple file and image upload tools
- g. Image gallery and/or slider

2.2.1.3 The Contractor will assist with content mapping. The Contractor will build a sitemap to help the Partner organize the website and visualize the overall flow.



2.2.1.4 The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the website.

2.2.1.5 The Partner will provide the Contractor with all content for the website.

2.2.1.6 The Contractor will create graphics and images for use on the website, or obtain permission for use of such graphics and images.

2.2.1.7 The Partner will review the overall status of the project as the Contractor adds content to the website.

2.2.1.8 The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant and works on multiple devices and multiple browsers.

2.2.1.9 The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.

2.2.1.10 The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.1.11 Contractor will build a website with a home page and other subsequent pages to be determined by the Partner.

2.2.1.12 Contractor may use a subcontractor for completion of project work, provided Contractor is solely responsible for fulfilling the SOW, with responsibility for all services provided and products to be delivered as stated in the SOW, and as further specified in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any website content (text) for the website.

2.2.2.2 If the Partner requests the Contractor to make any website changes after the launch of the new website, the Partner will pay Contractor for the work, following the receipt of an invoice from Contactor using the rates established in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2.3 The Partner will not create their own custom module for the website.

2.2.2.4 The Partner will not install or update Drupal modules on the website.

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 Website viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

2.4 Assumptions

2.4.1 Contractor and Partner will mutually agree upon a timeline for completion of the project.

2.4.2 Partner's chief elected official or authorized official approves of the project and Partner is prepared to provide feedback and input when needed to adhere to agreed upon timeline for project completion.

2.4.3 All of Partner's key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.4 Partner will provide the Contractor with the website requirements.

2.4.5 Partner will provide the Contractor with content, language, and text for the website.

2.4.6 Partner will provide customer support for Contractor's business-related questions during normal business hours.

2.4.7 Partner will provide assistance with testing of the website for business requirements.

2.4.8 The Contractor will communicate the running total of hours that have been spent on the project to date in bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.9 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.10 The Contractor and Partner must agree on a scheduled launch date for the website.

2.4.11 The Contractor will deliver the following:

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

2.4.11.2 Marketing assistance for agency services.

2.4.11.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.



2.4.11.4 24 hours a day, 7 days a week technical support.

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

2.4.12 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Set up template for new microsite
- 2.6.2 Create graphics and images
- 2.6.3 Migrate content
- 2.6.4 Quality Assurance Testing
- 2.6.5 Partner Testing
- 2.6.6 Launch

3 Requirements

This SOW constitutes all project requirements. It is understood that the website will be developed in accordance with these requirements using industry standards.

After development has 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 project timeline.

4 Terms and Conditions

Partner and Contractor agree to the following terms and conditions:



4.1 Confidentiality

All materials and information provided by the Partner to the Contractor 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 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 Attorney General's Office Director of Operations 2115 State Capitol Lincoln, Nebraska, 68509
Email:	<u>dana.hoffman@nebraska.gov</u>
phone:	402-471-2683
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
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 Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	82 hours	\$110.00/hour (<i>Initial</i> <i>Contract Period</i>)	\$9,020.00 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,804.00/year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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.

5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, Partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

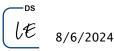


6 Signatures

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

Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:	
Tanner Hughes	8/7/2024
Tanner Hughes, General Manager	Date
Nebraska Attorney General's Office	
DocuSigned by: Darra Hoffman 5330:10820873452	8/7/2024
Dana Hoffman, Director of Operations	Date
Nebraska State Records Board (NSRB)	
Signed by: Robert B. Euren 38837E90FED6466	8/8/2024
Secretary of State Robert Evnen, Chairperson	Date





Nebraska Attorney General's Office Security Breach Notification System

Nebraska Attorney General's Office

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: Trevor Vargason Date: 8/13/2024

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, dba Tyler Nebraska ("the Contractor") and is subordinate to and subject to all terms and conditions therein.



1. Introduction

The Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 (Neb. Rev. Stat. §§87-801 – 87-808), requires individuals and commercial entities to provide notice of a security breach to the public and the Nebraska Attorney General's Office ("AGO" or "Partner").

The AGO has asked the Contractor to develop an online portal with functionality for entities to provide notice of a security breach to the AGO, and to display information on such reported data breaches for public view.

Executive Contact

Director of Operations, Dana Hoffman Email: <u>dana.hoffman@nebraska.gov</u> Phone: (402) 471-2683

Project/Billing Contact

Director of Communications, Suzanne Gage Email: <u>suzanne.gage@nebraska.gov</u> Phone: (402) 471-2683

2. Project Overview

2.1 Objectives

The Contractor will develop an online portal that will serve as a central platform for reporting, managing, and displaying security breaches reported to the Partner ("Portal").

Once a security breach is reported to Partner through the Portal, it will be routed to a Partner administrative dashboard where it will be reviewed and approved. Only after a submission has been approved by Partner will it be made available for public viewing on the Portal.

The Portal will streamline the process of security breach notification, enhance transparency, and enable Users to easily access and review security breach-related information.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 An online form that allows entities to report security breaches to the Partner.

2.2.1.2 An administrative workflow to allow approval by Partner of security breach reports, prior to displaying information online for public view.

2.2.1.3 Notification to Partner when a new report is submitted.

2.2.1.3.1 Specialized indicators for any breaches that contain Personal Identifiable Information ("PII").



2.2.1.3.2 Specialized indicators for any breaches that affect more than 1,000 Nebraska residents.

2.2.1.4 A public facing portal that displays approved data breaches.

2.2.1.5 The public facing portal will display a PDF of submitted breach notification letters.

2.2.1.6 Dynamic filtering that allows a User to search breaches by year, firm name and inclusion of PII.

2.2.1.6 The public facing portal will be embedded into current Partner website.

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 Director approves of the project 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 project throughout all phases.

2.4.3 Partner will provide the Contractor with the requirements.

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

2.4.5 Partner will provide customer support for business-related questions during normal business hours.

2.4.6 Partner will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.



2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports sent via email to key stakeholders.

- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:

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

2.4.10.2 Marketing assistance for agency services.

2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.10.4 24 hours a day, 7 days a week technical support.

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

2.4.10.6 Access request to the system for this application will need to be submitted to the Contractor. Any changes to User access to this system must be communicated to the Contractor.

2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.4.12 This Statement of Work is an overall project hour estimate.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

2.5.2 Partner workload

- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Planning
- 2.6.2 Development
- 2.6.3 User Interface Design/User Experience ("UI/UX") development to Partner's website
- 2.6.4 Internal Quality Assurance Testing
- 2.6.5 Partner User Acceptance Testing ("UAT") Testing
- 2.6.6 Deployment



3 Requirements

This SOW constitutes all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has 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 project 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 by the Partner to the Contractor 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 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 Attorney General's Office Director of Operations
	2115 State Capitol
Email:	Lincoln, Nebraska, 68509 dana.hoffman@nebraska.gov
phone:	402-471-2683
Mailing Address:	Conoral Managor/Contractor
Maining Address.	General Manager/Contractor 1135 M Street, Suite 220
Maining Address.	5
Phone:	1135 M Street, Suite 220 Lincoln, NE 68508 402 471 7810
Ū	1135 M Street, Suite 220 Lincoln, NE 68508



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 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.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Nebraska Attorney General's Office (AGO) Data Breach Notification System (Details in section 2.2.1)	75 hours	\$110.00/hour (Initial Contract Period)	\$8,250.00 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,650.00/year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of launch.

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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.



5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, Partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

6 Signatures

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

Nebraska Interactive, LLC. dba NIC Nebraska, dba Tyler Nebraska

8/15/2024
Date
8/15/2024
Date
8/15/2024
Date





Nebraska Department of Banking & Finance (NDBF) Investor Protection Microsite

Nebraska Department of Banking & Finance

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: David Clang Date: 8/13/2024

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.



1 Introduction

The Nebraska Department of Banking & Finance ("NDBF" or "Partner") has tasked the Contractor with developing a microsite aimed at raising awareness and providing resources related to investor protection ("Website"). To accomplish this, NDBF has collaborated with Jacht Ad Lab under the College of Journalism & Mass Communications at the University of Nebraska-Lincoln ("University"), a student-run advertising agency, for the Website's design. The Contractor will build the Website and implement the design created by the University for the Partner.

Executive Contact

Director, Kelly Lammers Email: <u>kelly.lammers@nebraska.gov</u> Phone: (402) 471-2171

Project/Billing Contact Chief Information Technology Officer, Michael Fabry Email: <u>mike.fabry@nebraska.gov</u> Phone: (402) 471-2171

2 Project Overview

2.1 Objectives

The Contractor will create a fully responsive, 508-compliant Website for the Partner. The Website will be built using Drupal to provide a more flexible and user-friendly platform for the Partner to manage and maintain Partner's content. The Contractor will implement the design provided by the Partner.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will provide a fully responsive solution.

2.2.1.2 The Website may, at Partner's request, include any of the following features:

- a. Custom Website permissions to allow Website managers varying roles
- b. Built-in calendar
- c. Press release feed and built-in archive
- d. Simple file and image update tools
- e. Easy to use WYSIWYG site editor
- f. Simple file and image upload tools
- g. Image gallery and/or slider

2.2.1.3 The Contractor will assist with content mapping. The Contractor will build a sitemap to help the Partner organize the Website and visualize the overall flow.



2.2.1.4 The Contractor will implement Search Engine Optimization ("SEO") on the pages that the Contractor builds on the Website.

2.2.1.5 The Partner will provide the Contractor with all content for the Website.

2.2.1.6 The Partner will review the overall status of the project as the Contractor adds content to the Website.

2.2.1.7 The Contractor will complete quality assurance testing on the Website before launching to ensure that the Website is 508 compliant and works on multiple devices and multiple browsers.

2.2.1.8 The Contractor will provide an hour of training to the Partner staff members that will be managing the Website before launching the Website.

2.2.1.9 The Contractor will work with the Partner to schedule a launch date and time for the Website as well as redirect the old website to the new Website.

2.2.1.10 Contractor will build a Website with a home page and other subsequent pages to be determined by the Partner.

2.2.1.12 Contractor may use a subcontractor for completion of project work, provided Contractor is solely responsible for fulfilling the SOW, with responsibility for all services provided and products to be delivered as stated in the SOW, and as further specified in the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract").

2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any content (text) for the Website.

2.2.2.2 If the Partner requests the Contractor to make any Website changes after the launch of the Website, the Partner will pay Contractor for the work, following the receipt of an invoice from Contactor using the rates established in the Master Contract.

2.2.2.3 The Partner will not create their own custom module for the Website.

2.2.2.4 The Partner will not install or update Drupal modules on the Website.

2.2.2.5 The Contractor will not provide any design work.

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 website viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

2.4 Assumptions

2.4.1 Contractor and Partner will mutually agree upon a timeline for completion of the project.

2.4.2 Partner's chief elected official or authorized official approves of the project and Partner is prepared to provide feedback and input when needed to adhere to agreed upon timeline for project completion.

2.4.3 All of Partner's key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.

2.4.4 Partner will provide the Contractor with the Website requirements.

2.4.5 Partner will provide the Contractor with content, language, and text for the Website.

2.4.6 Partner will provide customer support for Contractor's business-related questions during normal business hours.

2.4.7 Partner will provide assistance with testing of the Website for business requirements.

2.4.8 Partner will provide the Contractor with the Website design.

2.4.9 The Contractor will communicate the running total of hours that have been spent on the project to date in bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.10 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to Partner's key stakeholders.

2.4.11 The Contractor and Partner must agree on a scheduled launch date for the Website.

2.4.12 The Contractor will deliver the following:

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

2.4.12.2 Marketing assistance for agency services.

2.4.12.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.12.4 24 hours a day, 7 days a week technical support.

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



2.4.13 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Set up template for the Website
- 2.6.2 Implement design provided by Partner
- 2.6.3 Migrate content
- 2.6.4 Quality Assurance Testing
- 2.6.5 Partner Testing
- 2.6.6 Launch

3 Requirements

This SOW constitutes all project requirements. It is understood that the Website will be developed in accordance with these requirements using industry standards.

After development has 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 project timeline.

4 Terms and Conditions

Partner and Contractor agree to the following terms and conditions:



4.1 Confidentiality

All materials and information provided by the Partner to the Contractor 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 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 Department of Banking & Finance, Director 1526 K Street #300 Lincoln, Nebraska, 68508
Email:	kelly.lammers@nebraska.gov
phone:	402-471-2171
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
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 Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	54 hours	\$110.00/hour (<i>Initial</i> <i>Contract Period</i>)	\$5,940.00 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,188.00/year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of site launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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.

5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, Partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.



6 Signatures

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

Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:	
Tanner Hughes	8/20/2024
Tanner Hughes, General Manager	Date
Nebraska Department Banking & Finance	
DocuSigned by:	
telly lammers	9/3/2024
Kelly Lammers, Director	Date
Nebraska State Records Board (NSRB)	
Signed by:	
Robert B. Euren 3B837E90FED5466	9/3/2024
Secretary of State Robert Evnen, Chairperson	Date



9



Nebraska Brand Committee Inspection Rate Change- PiD 1238

Nebraska Brand Committee (NBC)

Contractor: Nebraska Interactive, LLC dba NIC Nebraska Product Owner: Natalie Erb Date: 8/7/2024

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, dba Tyler Nebraska ("the Contractor") and is subordinate to and subject to all terms and conditions therein.



1. Introduction

The Nebraska Brand Committee ("Partner") is tasked with performing ownership inspections for cattle that are sold, transferred, or slaughtered within the designated brand inspection area. The Partner has been utilizing the OnTheGo ("OTG") brand inspection software to facilitate these inspections. Each cattle inspection incurs a "per head" fee. Beginning October 1, 2024, this "per head" fee will increase from \$0.85 to \$1.00, and Contractor will make necessary updates to ensure the OTG is consistent with, and able to apply the applicable "per head" fees on the effective date.

Executive Contact

Director, Don Arp Email: <u>don.arp@nebraska.gov</u> Phone: (308) 763-2933

Project/Billing Contact

IT Manager, Danna Schwenk Email : <u>danna.schwenk@nebraska.gov</u> Phone : (308) 778-6688

2. Project Overview

2.1 Objectives

The Contractor shall update the "per head" fee in all relevant areas of the OTG software, the brand administration reporting platform, and any other associated documents to reflect the new rate.

2.2 Scope

2.2.1 Inclusions

2.2.1.1 Contractor will update "per head" fees from \$0.85 to \$1.00 in OTG for all brand inspections, including but not limited to, farms, ranches, sale barns, packing plants, and registered feedlots, which will be effective October 1, 2024.

2.2.1.2 Contractor will verify that inspections are imported with the appropriate "per head" fee.

2.2.2 Exclusions

2.2.2.1 Contractor will not update coding to allow the Partner to control and set the fees in the OTG.

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 Director approves of the project 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 project throughout all phases.

2.4.3 Partner will provide the Contractor with the requirements.

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

2.4.5 Partner will provide customer support for business-related questions during normal business hours.

2.4.6 Partner will provide assistance with testing for business requirements.

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in regular project status reports sent via email to key stakeholders.

2.4.9 The Contractor and Partner must agree on a scheduled launch date.

2.4.10 The Contractor will deliver the following:

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

2.4.10.2 Marketing assistance for agency services.

2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.

2.4.10.4 24 hours a day, 7 days a week technical support.



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

2.4.10.6 Access request to the system for this application will need to be submitted to the Contractor. Any changes to user access to this system must be communicated to the Contractor.

2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.

2.4.12 This Statement of Work is an overall project hour estimate.

2.5 Constraints

2.5.1 All personal and financial information will be appropriately protected according to industry security standards.

- 2.5.2 Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Planning
- 2.6.2 Development
- 2.6.3 Internal Quality Assurance Testing
- 2.6.4 Partner User Acceptance Testing ("UAT") Testing
- 2.6.5 Deployment of Fee Change Effective October 1, 2024.

3 Requirements

This SOW constitutes all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has 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 project 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 by the Partner to the Contractor 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 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: Email: phone:	Nebraska Brand Committee, Director 411 Niobrara Avenue Alliance, Nebraska, 69301 <u>don.arp@nebraska.gov</u> 308-763-2933
Mailing Address:	General Manager/Contractor 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	
_Fax:	
Email:	ne-support@tylertech.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 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.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

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; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Online Licensing & Payment System	N/A	N/A	N/A
Annual Maintenance	N/A	N/A	N/A
Content Management Requests (Not included in Annual Maintenance)	Per Request	See Master Contract	N/A

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.

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 individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

Nebraska Interactive, LLC. dba NIC Nebraska dba Tyler Nebraska

Tanner Hughes	8/15/2024
Tanhër Mughes, General Manager	Date
Vebraska Brand Committee	
Don Arp	8/15/2024
Doĥ¹¤Ŕrp,ºĎ1Fector	Date
Nebraska State Records Board (NSRB)	
Robert B. Ennen	8/15/2024



7

PROJECT STATUS REVIEW COUNTY Q2 2024

October 16, 2024

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Big Springs Village	Utility Payments (EB)	05/10/2024	07/24*	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?				
Bigsprings.ne.clerk@gmail.com Called: Emailed: 09/19/2024- 09/24/2024 Response:				
	Note: Completed 7/11/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Cedar County Clerk 13	NLCC Renewal Local Set Up	08/12/2024	08/2024	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?				
<u>Jessica.schmit@cedarcountyne.gov</u> Called:				
Emailed: 09/19/2024 Response:				
	Note: Completed 8/29/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Franklin City	NLCC Renewal Local Set Up	08/05/2024	08/2024	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?				
rfelzien@cityoffranklin.net Called: Emailed: 09/19/2024 Response:	Note: Completed 8/12/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Geneva City	NLCC Renewal Local Set Up	08/15/2024	08/2024	Tier 3
1. Describe the project?	We are using Tyler Technology for liquor local liquor license fee renewals to use. bank account.			
2. What is the status of the project	I submitted my information/amount each liquor license would need to pay us a couple months ago. I believe it should be set up when someone pays to renew their liquor licenses. At least, I hope. We have not had one yet as the first renewal date is coming up.			
3. Was there any delay? If so, why?	I do not believe there was any delay, as f	ar as I know.		
4. Will it be launched within the next 90 days?	I believe this will take place within the next 90 days as people have to have their liquor license renewals paid.			
<u>cityclerk@cityofgeneva.org</u> Called: Emailed: 09/19/2024	We also use Tyler Technology for our ow are great!	n payment proc	essing system a	and they
Response: 09/23/2024	Note: Completed 8/21/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Hoskins Village	NLCC Renewal Local Set Up	08/27/2024	09/2024	Tier 3
1. Describe the project?	Renewing Liquor Licenses.			
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?	Yes.			
hoskins@ptcnet.net Called: Emailed: 09/19/2024 Response: 09/19/2024	Note: Completed 9/10/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Humphrey City	NLCC Renewal Local Set Up	08/05/2024	08/2024	Tier 3
1. Describe the project?	Set up on-line payments for liquor license	e fees.	<u> </u>	<u> </u>
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Active now.			
<u>clerk@cityofhumphrey.com</u> Called: Emailed: 09/19/2024 Response: 09/19/2024	Note: Completed 8/23/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Lexington City	PayPort	08/21/2024	09/2024	Tier 3
1. Describe the project?	We are acquiring a system to accept elec	tronic payments	s in person and	online.
2. What is the status of the project	We have established the portal and are b The City of Lexington wants to roll this ou issues that could arise are discovered in a	t slowly so that		
3. Was there any delay? If so, why?	The project is going according to the time due to issues and/or concerns on the City			was
4. Will it be launched within the next 90 days?	We have an established location to begin. The users are being created and the terminal should arrive with the next 7 days. The first location should be up and running shortly after the terminal arrives. Upon our satisfaction of this system, the City of Lexington will expand this system to other locations.			
dhaines@cityoflex.com Called: Emailed: 09/19/2024 Response: 09/19/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Mead Village	NLCC Renewal Local Set Up	08/05/2024	08/2024	Tier 3
1. Describe the project?				
2. What is the status of the project	Completed 8/14/2024.			
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Meadclerk1@hotmail.com Called: Emailed: 09/19/2024 Response: 09/19/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Peru City	NLCC Renewal Local Set Up	08/19/2024	09/2024*	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?				
<u>cityclerkcityofperu@gmail.com</u> Called: Emailed: 09/19/2024 Response:	Note: Completed 9/11/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Scotts Bluff County Clerk 21	NLCC Renewal Local Set Up	08/15/2024	08/2024	Tier 3
1. Describe the project?				
2. What is the status of the project	As far as I know it is completed, I wa we were all set up to receive our loca they already use Tyler.			
3. Was there any delay? If so, why?	Yes, they had asked around a year a Occupation Tax at the LCC if we wa was never taken care of, after it wen wasn't implemented and continued o	nted them to collect t live I reached bac	t for us. I sent i k out and found	t and it l out it
4. Will it be launched within the next 90 days?	It is my understanding that our count have not received any emails stating licenses yet.			
Kelly.sides@scottsbluffcountyne.gov Called: Emailed: 09/19/2024 Response: 09/19/2024	Note: Completed 8/21/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Sterling Village	PayPort	07/26/2024	08/2024	Tier 3
1. Describe the project?	Setup PayPort for our utility, build POS system with a card reader.	ding permit, and conces	ssions payments	s via a
2. What is the status of the project	Complete and working as expected	ed.		
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Already is.			
Village.sterling@gmail.com Called: Emailed: 09/19/2024 Response: 09/19/2024	Note: Completed 8/22/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Wausa Village	NLCC Renewal Local Set Up	08/15/2024	09/2024*	Tier 3
1. Describe the project?		I	<u> </u>	1
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?				
villageofwausa@gpcom.net Called: Emailed: 09/19/2024 Response:	Note: Completed 9/11/2024			

PROJECT STATUS REVIEW (STATE) Q2 2024 October 16, 2024

Est. Month <u>Priority</u> Agency or Entity **Project Name** Start Date **Completion** <u>Status</u> Administrative Office of the Courts Judge Portal Web Service Change 08/13/2024 09/2024 Tier 3 Correcting Web Service usage on the Judge Portal from one API to another to account 1. Describe the project? for incorrect data being sent to end-users. Completed, Deployed to Production on 9/10/2024 2. What is the status of the project? No delays 3. Was there any delay? If so, why? Launched on schedule. 4. Will it be launched within the next 90 days? **Casey Tribolet** Called: Emailed: 09/18/2024 Response: 09/18/2024 Note: Completed 9/10/2024

Agency or Entity	Project Name	Start Date	Est. Month Completion	<u>Priority</u> <u>Status</u>
Administrative Office of the Courts	CDT Portal Enhancement	08/13/2024	10/2024	Tier 3
1. Describe the project?	An enhancement to the Trial Court eFiling to increase functionality for Court Reporter additional document types to the courts.) Portal
2. What is the status of the project?	In development.			
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	Likely yes, within the project timeline.			
Casey Tribolet Called: Emailed: 09/18/2024 Response: 09/18/2024				

Agency or Entity	Project Name	Start Date	Est. Month <u>Completion</u>	Priority <u>Status</u>
Administrative Office of the Courts	Online Payments Maximum Limit	07/17/2024	09/2024	Tier 3
1. Describe the project?	A change to the OAC Electronic Payments se Requested by Tyler Technologies to standard a payment was made, Tyler-NE would front pa funds from the user when cleared. Tyler-NE r decrease their exposure in the event of a faile Tyler – NE to the courts would be transferred funds from the user, Tyler-NE would have to v may have already been disbursed by the Cou	ize payment proc ayment immediate equested this cha d payment. Beca immediately, if th vork with the AOC	esses. Previousl ely to the court ar ange and from AC ause the money fi ere was an issue	y, when nd collect DCP to ronted by with the
2. What is the status of the project?	Completed, deployed to Production on 9/17/2	4.		
3. Was there any delay? If so, why?	No delays			
4. Will it be launched within the next 90 days?	Launched on schedule.			
Casey Tribolet Called: Emailed: 09/18/2024 Response: 09/18/2024	Note: Completed 9/17/2024			

Agency or Entity	Project Name	Start Date	Est. Month Completion	<u>Priority</u> <u>Status</u>
Administrative Office of the Courts	Batch Filing Enhancement	05/20/2024	08/2024*	Tier 2
1. Describe the project?	An enhancement to Trial Court eFiling to increat documents to the courts. Previously, when a to the Courts, if a single filing in the batch had the entire batch would fail, and required correct resubmitted. Often, these failures were not re would cause disruptions to court operations. A documents will not fail if a single document in additional notification and error details are available.	user filed docume bad or incorrect ction by the user alized by users ir With the enhance the batch has ba	ents in a schedule data associated w before it could be n a timely manner ed functionality, ba d or incorrect data	d batch ith it, and tches of , and
2. What is the status of the project?	Completed, deployed to Production.			
3. Was there any delay? If so, why?	No Delays.			
4. Will it be launched within the next 90 days?	Launched on schedule			
Casey Tribolet Called: Emailed: 09/18/2024 Response:09/18/2024	Note: Completed 08/06/2024			

Agency or Entity	Project Name	Start Date	Est. Month Completion	<u>Priority</u> <u>Status</u>
Administrative Office of the Courts	eNotice Mail Log Enhancement	05/06/2024	08/2024*	Tier 2
1. Describe the project?	An enhancement to Trial Court eFiling to a view a log from JUSTICE of all emails sen information and detail about notifications a Courts.	t from the syste	m to provide add	litional
2. What is the status of the project?	Completed, deployed to Production.			
3. Was there any delay? If so, why?	No Delays.			
4. Will it be launched within the next 90 days?	Launched on schedule.			
Casey Tribolet Called: Emailed: 09/18/2024 Response: 09/18/2024				
	Note: Completed 08/01/2024			

Agency or Entity	Project Name	Start Date	Est Month <u>Completion</u>	Priority <u>Status</u>
Department of Agriculture	Domesticated Cervine Change Request	07/01/2024	08/2024*	Tier 3
1. Describe the project?	This project was for our Domesticated Cer The application just needed to walk them apply for a permit but not take payment till the program heads and all qualifications a make sure that it was an application with r	through an appl I their applicatio rre met. The pro	ication to be ab n was looked ov bject was create	le to ver by
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	N/A			
Becky Rezac Called: Emailed: 09/18/2024 Response: 09/18/2024				
	Note: Completed 08/13/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Department of Agriculture	Change Penalty Date on Food Renewal Application	08/27/2024	08/2024	Tier 3
1. Describe the project?	Due to issues with the renewal notices be penalty start date back one month.	ing sent out we	needed to move	e the
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	It launched September 1 st .			
Julie Kortus and Linda Taylor Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				
	Note: Completed 08/29/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Agriculture	Farmers Market Modernization Enhancement	04/29/2024	09/2024*	Tier 3
1. Describe the project?	Migration and enhancement of the curren	it program in Gr	ails.	
2. What is the status of the project?	Active.			
3. Was there any delay? If so, why?	The initial 1 for 1 migration was completed Department of Agriculture has requested being added to the program before going	enhancements t		ently
4. Will it be launched within the next 90 days?	Yes.			
Julie Kortus Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				

Agency or Entity	Project Name	Start Date	Est Month <u>Completion</u>	Priority <u>Status</u>
Department of Agriculture	Pesticide Reciprocal Verification Form	06/20/2024	10/2024	Tier 2
1. Describe the project?	New project that will allow pesticide applic standing be sent to other states where the			t
2. What is the status of the project?	Active.			
3. Was there any delay? If so, why?	Yes. The Engagement Builder application than a pdf of the application and letters of			ther
4. Will it be launched within the next 90 days?	Unknown.			
Julie Kortus Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Agriculture	Dog and Cat Breeder Annual Fee Application	07/29/2024	09/2024	Tier 2
1. Describe the project?	New project that will allow commercial dog control, shelters, etc.) to renew their licens by calling into the office to make a paymen	se online. Curre	ently the renewa	
2. What is the status of the project?	Active. The application has two parts, a s fall renewal is currently online for custome additional changes before it is able to go l	ers to use. The		
3. Was there any delay? If so, why?	Yes. There have been delays caused by both Tyler Technology and the Department of Agriculture. The Department of Agriculture could have done a better job of requirements gathering prior to discussing the project with Tyler Technology. Tyler Technology could have done a better job of listening to our feedback and implementing the changes.			yler
4. Will it be launched within the next 90 days?	The first half is already in production. The time.	e second half is	unknown at this	
Julie Kortus Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				
	Note: Completed 9/12/2024			

Agency or Entity	Project Name	Start Date	Est. Month <u>Completion</u>	Priority <u>Status</u>
Attorney General	Data Breach Submission and Display Portal	07/26/2024	10/2024	Tier 3
1. Describe the project?	Modernizing Nebraska's data breach submis database and a page for public access to da increase public access to information related and to adapt the report intake system to betto reports.	ta breach notices to data breaches	. The project goa affecting Nebras	als are to skans
2. What is the status of the project?	Build and implement in progress.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Bebe Strnad Called: Emailed: 09/18/2024 Response: 09/18/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Attorney General	Law Enforcement Support Microsite	08/12/2024	09/2024	Tier 3
1. Describe the project?	A small microsite designed to boost law er	nforcement recru	uitment in the st	tate.
2. What is the status of the project?	In process.			
3. Was there any delay? If so, why?	No delays, just working towards our goal			
4. Will it be launched within the next 90 days?	Yes.			
Heather Buell Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Brand Committee	Inspection Rate Change Enhancement	08/15/2024	09/2024	Tier 3
1. Describe the project?	The Committee had determined it was time the legislated value of 2021. It will be incr \$1.00. The project requires changes in the program and the remote OnTheGo progra	easing from \$.8 e backend of bo	5 per head bacl oth the Brandmi	k to n
2. What is the status of the project?	Currently has been tested by Tyler and us	se acceptance t	ested by Brand.	
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Will launch on October 1.			
Danna Schwenk Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Environmental and Energy	Website Build	11/20/2023	09/2024*	Tier 3
1. Describe the project?	Subcontractor Dogwood Media Solutions Agency.	is building a ne	ມ w website for oເ	ır
2. What is the status of the project?	They have handed it off to our IT team for	quality control o	of content.	
3. Was there any delay? If so, why?	No delay. Has taken a significant amount our website.	of time to build	due to the size	of
4. Will it be launched within the next 90 days?	We are hoping that it will be. Our IT team content.	is diligently wor	king through the	9
Shani Mach (OTO until 20 th) Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024				

Agency or Entity	Project Name	Start Date	Est Month <u>Completion</u>	Priority <u>Status</u>
State Electrical Division	Homeowner Permit Handout Change Request	07/17/2024	07/2024*	Tier 2
1. Describe the project?	This project asked that we include our "Ho click on before moving to the next step on Application.			ed link to
2. What is the status of the project?	Status is complete.			
3. Was there any delay? If so, why?	No Delay.			
4. Will it be launched within the next 90 days?	It has already been implemented.			
Allyson Crawford-Thiel-Soto Called: Emailed: 09/18/2024 Response: 09/19/2024				
	Note: Completed 7/25/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Equal Opportunity Commission	Website	04/22/2024	08/2024	Tier 3
1. Describe the project?	Update website (new format, layout, prog	jram).	<u> </u>	_I
2. What is the status of the project?	Finished – awaiting "launch".			
3. Was there any delay? If so, why?	Not on Tyler Technology's end – took tim edits before feeling comfortable to give th			ze
4. Will it be launched within the next 90 days?	We have finalized everything and are awa that has launched – expect it to happen b			ology
Paula Gardner Called: Emailed: 09/18/2024 Response: 09/18/2024				
	Note: Completed 07/01/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Health and Human Services	License Search File Changes	07/01/2024	12/2024	Tier 1
1. Describe the project?	The purpose of this project is for Contract licensing application by implementing Myl DHHS' licensing and enforcement infrastr	_icense Office (MLO) and migra	ating
2. What is the status of the project?	The project is on-track; however, it is cated category.	gorized as "Yell	ow" in the sched	dule
3. Was there any delay? If so, why?	A delay was encountered due to vendor re	esource constra	ints	
4. Will it be launched within the next 90 days?	No. The go live date is, February 26, 2025	5.		
Claire Ellis Called: Emailed: 09/18/2024 Response: 09/20/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Motor Vehicles	OTC Payment Device Change Request	07/16/2024	09/2024	Tier 2
1. Describe the project?	Update the DMV OTC Application to align 3000 Ingenico Payment Devices. They in with the new devices when the project is c	tend to replace		
2. What is the status of the project?	Ongoing – internal testing at Tyler			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Matt Coatney Called: Emailed: 09/18/2024 Response: 09/19/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Department of Motor Vehicles	CDL Skills Testing Modernization	11/15/2023	08/2024*	Tier 3
1. Describe the project?	In April the Nebraska DMV switched our 0 model to the 2022 Modernized Model. Th systems that support our skills testing and was developed by and is supported by Ty with the new test model information.	his required som d reporting. The	e changes to o CDL Database	ur e that
2. What is the status of the project?	Complete.			
3. Was there any delay? If so, why?	The project has been completed.			
4. Will it be launched within the next 90 days?	This was completed August 19, 2024			
Cheryl Porter/Matt Coatney Called: Emailed: 09/18/2024 Response: 09/19/2024				
	Note: Completed 08/22/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Motor Vehicles	Handicap Permits Modernization Enhancements	01/31/2024	09/2024*	Tier 3
1. Describe the project?	Tyler Technology initiated enhancement managing handicap permits to new platfo enhancements identified by DMV.			g and
2. What is the status of the project?	Final user testing is nearing completion; external and internal user training documentation is in draft form.			
3. Was there any delay? If so, why?	Yes, project was more extensive than originally anticipated, testing delays occurred at the DMV due to crossover with other internal projects, and data cleanup prior to conversion of data from old to new system was required.			
4. Will it be launched within the next 90 days?	Yes.			
Betty Johnson Called: Emailed: 09/18/2024 Response: 09/20/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Department of Motor Vehicles	DLS Free ID Cards Legislative Enhancement Project	03/21/2024	07/2024	Tier 3
1. Describe the project?	As of July 1, 2024, State ID Cards are fre	e of charge to t	he citizens of N	ebraska.
2. What is the status of the project?	Launched July 1, 2024.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Already launched.			
Matt Coatney Called: Emailed: 09/18/2024 Response: 09/19/2024	Note: Completed 07/01/2024			

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Department of Motor Vehicles	Student Driver Safety Waiver/Certificates of Completion Modernization Enhancement	02/06/2024	09/2024*	Tier 3
1. Describe the project?	Conversion of the Student Driver Safety Application Platform. Also adding the Ce real time submission of the certificate for	ertificates of Cor	npletion portion	
2. What is the status of the project?	We are currently testing the new applicat	tion		
3. Was there any delay? If so, why?	No delays.			
4. Will it be launched within the next 90 days?	No launch date has been set.			
Matt Coatney/Lisa Wolfe Called: Emailed: 09/18/2024 Response: 09/19/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Department of Motor Vehicles	Motor Carrier CCP Integration	06/03/2023	05/2025	Tier 1
1. Describe the project?	The CCP Integration Project is the paym the Motor Carrier Modernization Information			d with
2. What is the status of the project?	The CCP Integration component is incor schedule as part of the MCMIS timeline.	porated and a p	art of MCMIS ar	nd is on
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	No, it will be launched, at the agency rec timelines.	luest, in conjunc	ction with the M0	CMIS
Cathy Beedle Called: Emailed: 09/18/2024 Response: 09/18/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Motor Vehicles Industry Licensing Board	Form Submittal/ Payment Site	11/16/2023	09/2024*	Tier 3
1. Describe the project?	Converting the Agency's website forms t	o allow for onlin	e submittal/payı	ment.
2. What is the status of the project?	Tyler Technology is conducting final test	ing.		
3. Was there any delay? If so, why?	While the process took longer than expe which was of no concern to the Agency.	cted, it was due	to testing and r	e-testing
4. Will it be launched within the next 90 days?	Yes.			
Josh Eickmeier Called: Emailed: 09/18/2024 Response: 09/23/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Public Service Commission	Remittance Modernization Enhancement	08/04/2024	09/2024	Tier 3
1. Describe the project?	This project seeks to migrate NPSC Rem platform with minor modifications.	ittance app to a	a new application	n
2. What is the status of the project?	This project is in early testing stage.			
3. Was there any delay? If so, why?	The project is not on a set schedule, so there was no delay.			
4. Will it be launched within the next 90 days?	Since the project is in early stages, it is u	nlikely.		
Cullen Robbins Called: Emailed: 09/18/2024 Response: 09/19/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Nebraska Racing Commission	Website	03/27/2024	09/2024	Tier 2
1. Describe the project?	Nebraska Racing and Gaming Commission	on website rede	sign.	
2. What is the status of the project?	In development currently discussion conte	ent layout and d	lesign.	
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Aaron Courtright Called: Emailed: 09/18/2024 Response: 09/18/2024				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status	
State Patrol	Appointment Calendar Elavon Auth Rule Change	09/12/2024	10/2024	Tier 1	
1. Describe the project?	Update the NSP application to handle a r will change the Auth/Capture process fror			n which	
2. What is the status of the project?	In progress. The first requirement is comp Tech. NSP anticipates ability to test interr			at Tyler	
3. Was there any delay? If so, why?	No delays have occurred to date.				
4. Will it be launched within the next 90 days?	Yes, this project is expected to be comple	ted within the n	ext 90 days.		
Shawna Backemeyer Called: Emailed: 09/18/2024- 09/24/2024 Response: 09/24/2024					

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority <u>Status</u>
Workers' Compensation Court	eFiling MCLE Migration	08/06/2024	08/2024	Tier 1
1. Describe the project?	New webservice needed to connect to Su for the Nebraska Workers' Compensation system holds Nebraska attorney registrat necessary for the NWCC eFiling application	Court eFiling a ion/status inforr	pplication. The	
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?	Project was put into production on August	26, 2024.		
Liz Gianunzio Called: Emailed: 09/18/2024 Response: 09/18/2024				
	Note: Completed 08/26/2024			

Q2 Project Priority Report (October 16, 2024 - NSRB Meeting) Project In Progress (Revised 9/20/2024) *Indicates a change in the estimated month of completion. The estimated date change will be a result of our collaborative effort with the agency to ensure the highest quality delivery, accommodating needs for thorough partner testing, necessary training, change management, and alignment with the agency's timeline.

Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
1	Administrative Office of the Courts	AOC Judge Portal Web Service Change	8/13/2024	Sep-24	Tier 3	9/10/2024
2	Administrative Office of the Courts	AOC CDT Portal Enhancement	8/13/2024	Oct-24	Tier 3	
3	Administrative Office of the Courts	AOC Online Payments Maximum Limit	7/17/2024	Sep-24	Tier 3	9/17/2024
4	Administrative Office of the Courts	AOC Batch Filing Enhancement	5/20/2024	Aug-24*	Tier 2	8/6/2024
5	Administrative Office of the Courts	AOC eNotice Mail Log Enhancement	5/6/2024	Aug-24*	Tier 2	8/1/2024
6	Attorney General's Office	AGO - Data Breach Submission and Display Portal	7/26/2024	Oct-24	Tier 3	
7	Attorney General's Office	AGO Law Enforcement Support Microsite	8/12/2024	Sep-24	Tier 3	
8	Big Springs Village	Big Springs Village Utility Payments (EB)	5/10/2024	Jul-24*	Tier 3	7/11/2024
9	Cedar County Clerk 13	Cedar County Clerk NLCC Renewal Local Set Up	8/19/2024	Aug-24	Tier 3	8/29/2024
10	Department of Health & Human Services	DHHS License Search File Changes	7/1/2024	Dec-24	Tier 1	
11	Department of Motor Vehicles	DMV DLS Free ID Cards Legislative Enhancement Project	3/21/2024	Jul-24	Tier 3	7/1/2024
12	Department of Motor Vehicles	DMV CDL Skills Testing Modernization	11/15/2023	Aug-24*	Tier 3	8/22/2024
13	Department of Motor Vehicles	DMV Handicap Permits Modernization Enhancements	1/31/2024	Sep-24*	Tier 3	Partner Testing
14	Department of Motor Vehicles	DMV Student Driver Safety Waiver / Certificates of Completion Modernization Enhancement	2/6/2024	Sep-24*	Tier 3	Partner Testing
15	Department of Motor Vehicles	DMV Motor Carrier CCP Integration	6/3/2024	May-25	Tier 1	Partner Testing
16	Department of Motor Vehicles	DMV OTC Payment Device Change Request	7/16/2024	Sep-24	Tier 2	
17	Equal Opportunity Commission	Equal Opportunity Commission Website	4/22/2024	Aug-24	Tier 3	7/1/2024
18	Franklin City	Franklin City NLCC Renewal Local Set Up	8/5/2024	Aug-24	Tier 3	8/12/2024
19	Geneva City	Geneva City NLCC Renewal Local Set Up	8/15/2024	Aug-24	Tier 3	8/21/2024
20	Hoskins Village	Hoskins Village NLCC Renewal Local Set Up	8/27/2024	Sep-24	Tier 3	9/10/2024
21	Humphrey City	Humphrey City NLCC Renewal Local Set Up	8/5/2024	Aug-24	Tier 3	8/23/2024
22	Lexington City	Lexington City PayPort	8/21/2024	Sep-24	Tier 3	9/19/2024
23	Mead Village	Mead Village NLCC Renewal Local Set Up	8/5/2024	Aug-24	Tier 3	8/14/2024
23	Motor Vehicles Industry Licensing Board	MVILB ^EB Form submittal / payment site	11/16/2023	Sep-24*	Tier 3	0/14/2024
24	Nebraska Brand Committee	NBC - Inspection Rate Change Enhancement	8/15/2024	Sep-24	Tier 3	
26	Nebraska Department of Agriculture	NDA Change penalty date on food renewal application	8/27/2024	Aug-24	Tier 3	8/29/2024
20	Nebraska Department of Agriculture	NDA Change penalty date on lood renewal application	7/1/2024	Aug-24*	Tier 3	8/13/2024
27		NDA Domesticated Cervine Change Request	7/29/2024		Tier 2	9/12/2024
28	Nebraska Department of Agriculture		6/20/2024	Sep-24 Oct-24	Tier 2	9/12/2024
29 30	Nebraska Department of Agriculture	NDA Pesticide Reciprocal Verification Form				De sta en Testia e
31	Nebraska Department of Agriculture	NDA Farmers Market Modernization Enhancement	4/29/2024	Sep-24*	Tier 3 Tier 3	Partner Testing
	Nebraska Department of Environment and Energy	Nebraska Department of Environment & Energy Website Build	11/20/2023	Sep-24*		
32	Nebraska Racing Commission	Racing and Gaming Commission Website	3/27/2024	Sep-24	Tier 2	
33	Nebraska State Patrol	NSP - Appointment Calendar Elavon Auth Rule Change	9/12/2024	Oct-24	Tier 1	0/11/2021
34	Peru City	Peru City NLCC Renewal Local Set Up	8/19/2024	Sep-24*	Tier 3	9/11/2024
35	Public Service Commission	PSC Remittance Modernization Enhancements	8/4/2024	Sep-24	Tier 3	
36	Scotts Bluff County Clerk 21	Scotts Bluff County NLCC Renewal Local Set Up	8/15/2024	Aug-24	Tier 3	8/21/2024
37	State Electrical Division	SED - Homeowner Permit Handout Change Request	7/17/2024	Jul-24*	Tier 2	7/25/2024
38	Sterling Village	Sterling Village PayPort	7/26/2024	Aug-24	Tier 3	8/22/2024
39	Wausa Village	Wausa Village NLCC Renewal Local Set Up	8/15/2024	Sep-24*	Tier 3	9/11/2024
40	Workers Compensation Court	WCC eFiling MCLE Migration	8/6/2024	Aug-24	Tier 1	8/26/2024
	eted in Quarter 2 2024					
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
41	Administrative Office of the Courts	AOC eFiling Firm Verification	7/26/2023	Apr-24*	Tier 2	4/8/2024
42	Antelope County 26	Antelope County NLCC Renewal Local Set Up	4/29/2024	May-24	Tier 3	5/2/2024
43	Buffalo County 09	Buffalo County NLCC Renewal Local Set Up	5/9/2024	May-24	Tier 3	5/20/2024
44	Department of Health & Human Services	DHHS Event Registration	4/5/2024	Apr-24	Tier 3	4/30/2024
45	Department of Motor Vehicles	DMV Forms AE to AP Modernization	11/9/2023	Jun-24*	Tier 2	6/26/2024
46	Department of Motor Vehicles	DMV DLS No Labels Nebraska Change Request	4/23/2024	May-24	Tier 1	5/15/2024
47	Department of Motor Vehicles	DMV Forms No Labels Nebraska Change Request	4/23/2024	May-24	Tier 1	5/15/2024
48	Department of Motor Vehicles	DMV OTC Highlands Lincoln Service Center	3/1/2024	May-24	Tier 1	5/15/2024
49	Gretna City	Gretna City NLCC Renewal Local Set Up	3/27/2024	Apr-24	Tier 3	4/2/2024
50	Nebraska Department of Agriculture	NDA Nursery Stock Distributer EB Change Request	4/2/2024	Jun-24	Tier 3	6/4/2024
51	Nebraska Liquor Control Commission	Tyler Local Liquor License Renewal CAMP Integration	10/19/2023	May-24	Tier 2	5/6/2024
52	Public Service Commission	PSC Auto Dialer Modernization Enhancement	1/29/2024	Jun-24*	Tier 3	6/10/2024
53	Secretary of State	SOS Voter Registration No Labels Nebraska Change Request	4/25/2024	May-24	Tier 2	5/15/2024
54	Sidney City	Sidney City NLCC Renewal Local Set Up	4/29/2024	May-24	Tier 3	5/20/2024
55	Veterans' Affairs	NDVA/Governor's Office's World War II Recognition Medal Program	4/22/2024	May-24	Tier 3	5/8/2024
				.,		

ng, necess	ary training, change management, and alignment with the	agency's timeline.				
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General Manager's Report

April 1st - June 30h Quarter 2 2024

Executive Summary

During Quarter 2, Tyler Nebraska maintained its commitment to modernization, leveraging the momentum from the first quarter. This quarter saw notable advancements in our key modernization areas: The Tyler Application Platform, Engagement Builder, and Drupal 10 updates.

Building on the success of Quarter 1, we continued to make substantial progress, positioning ourselves positively for the remainder of the year.

Key Achievements:

Engagement Builder Migration: We successfully completed the migration of 123 services from AppEngine to the Engagement Builder platform. This transition introduces our partners to a new feature set and a more robust low-code platform, enhancing our ability to rapidly develop forms.

Looking Ahead:

Our modernization strategy remains aligned with the Quarter 3 2023 Modernization Plan. As we move forward, we are focusing on our remaining key areas:

Tyler Application Platform (AP): In Quarter 2, we began developing more complex applications that affect a larger user base than those addressed in the previous quarters. We are committed to maintaining the high standards set in Quarter 1 and expect continued excellence as we tackle these larger projects. Our local staff is gaining valuable experience with support from corporate AP resources, and all development teams are engaged in AP modernization to varying degrees.

Drupal Modernization: With the Pantheon migration behind us, we have shifted our focus to updating Drupal from version 7 to version 10. This migration was a crucial step, allowing us to accelerate our Drupal modernization efforts. We are on track to complete this upgrade by the end of 2024.

Tanner Hughes

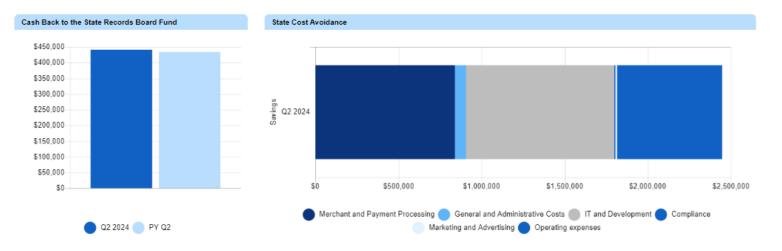
General Manager

Tyler Nebraska

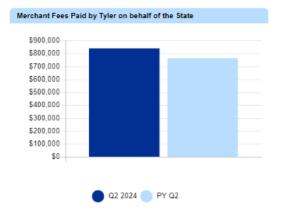
Financials

Quarter 2 Financial Metrics						
Primary	Q2 2024	PY Q2	Q2% Variance	YTD 2024	YTD 2023	YTD Variance (%)
NI Revenue	\$3,189,931	\$3,113,180	2.47%	\$6,434,272	\$6,397,643	0.57%
20% NSRB Margin Share	\$441,759	\$434,765	1.61%	\$891,406	\$901,229	-1.09%
Gross Margin	\$2,748,172	\$2,678,415	2.60%	\$5,542,866	\$5,496,414	0.85%
Merchant and Payment Processing	\$839,722	\$760,952	10.35%	\$1,724,547	\$1,551,940	11.12%
General and Administrative Costs	\$67,577	\$27,390	146.72%	\$110,952	\$56,933	94.88%
IT and Development	\$890,359	\$859,322	3.61%	\$1,778,269	\$1,737,879	2.32%
Compliance	\$6,705	\$6,227	7.68%	\$14,072	\$11,427	23.16%
Marketing and Advertising	\$10,500	\$35,433	-70.37%	\$21,000	\$69,952	-69.98%
Operating expenses	\$631,658	\$585,094	7.96%	\$1,277,533	\$1,146,000	11.48%
Total Expenses	\$2,446,521	\$2,274,419	7.57%	\$4,926,373	\$4,574,132	7.70%
Operating Income	\$301,651	\$403,995	-25.33%	\$616,492	\$922,282	-33.16%
Total Income Tax Expense (Benefit)	\$81,410	\$108,902	-25.24%	\$166,182	\$248,451	-33.11%
Net After-Tax Income (Loss)	\$220,241	\$295,093	-25.37%	\$450,310	\$673,832	-33.17%

Financials



The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q2 2024, NSRB's revenue share remained mostly flat with a 2% increase compared to Q2 2023. The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$2,446,521 in Q2 of 2024. These various costs increased 7.6% in Q2 of 2024 compared to the same period in 2023. Merchant and Payment Processing continued to grow with a 10% (\$78,770) increase in Q2.

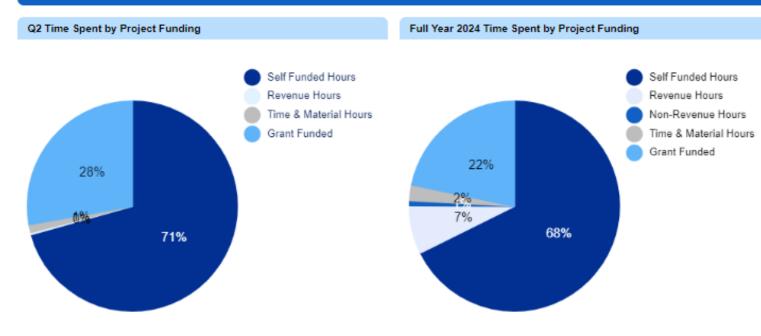




Tyler Nebraska pays the merchant and banking cost for all board-approved transaction fees. These costs affect the operating income of the portal. Merchant fees increased 10% in Q2 2024 compared to Q2 2023.

Tyler Nebraska's net profit decreased by 25% in Q2 2024 compared to Q2 2023. Revenue drop and a significant increase in expenses, led to the net profit decrease in Q2. Year to date Tyler Nebraska NET profit decreased 33% compared to the same period in 2023.

Time and Hours Review

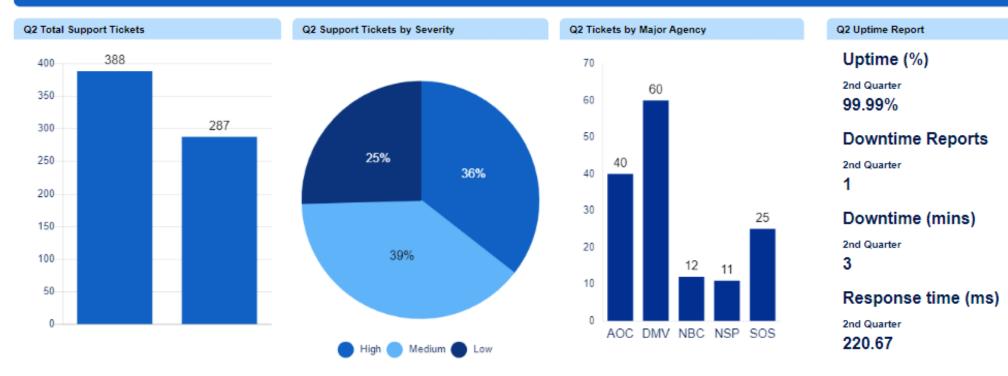


Self-funded and non-revenue hours are subsidized through transactions approved by the NSRB. Time and materials are paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). Revenue hours are billed for services such as content management requests. These 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 modernization upgrades are allocated as "self-funded" hours. Through Q2 2024, 91% of all hours came at no direct cost to the State.

Technical



Security

Security Summary

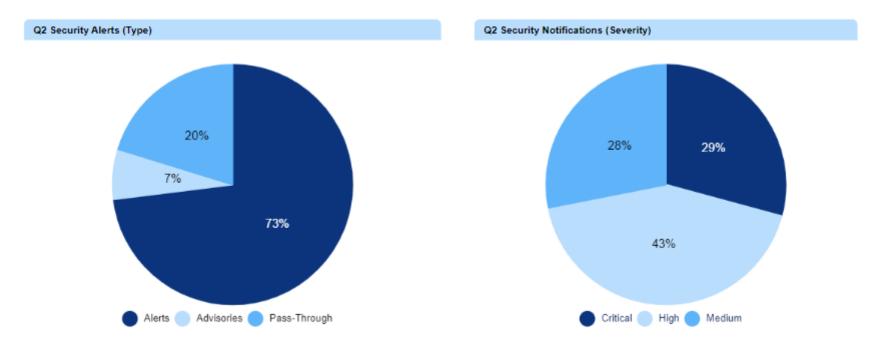
We have recently transitioned from NIST 800-53 Rev 4 to Rev 5, increasing our security controls from 185 to 210 as assessed by our third-party partner, Trustwave. Our compliance teams are preparing for PCI 4.0, working closely with our vendor, Coalfire.

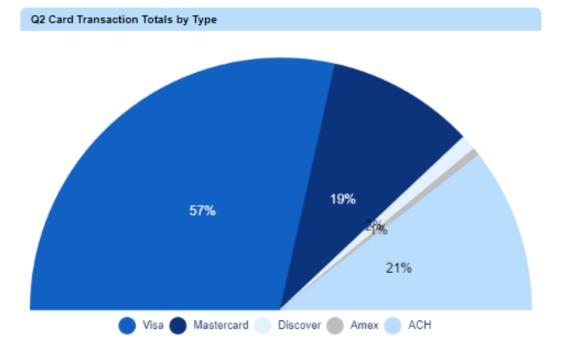
We have rolled out CrowdStrike Anti-Virus across our division. This solution provides comprehensive protection against breaches, ransomware, and cyber-attacks through a single agent. CrowdStrike offers a cloud-native platform that reduces complexity, simplifies deployment, and leverages AI for enhanced visibility and effectiveness.

As we advance our cloud migration, we are also implementing new security measures. We have adopted Ermetic for Cloud Infrastructure Entitlements Management (CIEM). Ermetic delivers robust, multi-cloud protection by continuously analyzing permissions, configurations, and behaviors across identities, network, data, and compute resources. This platform uses advanced analytics to assess, prioritize, and automatically remediate risks, enabling us to reduce our attack surface and enforce least privilege at scale.

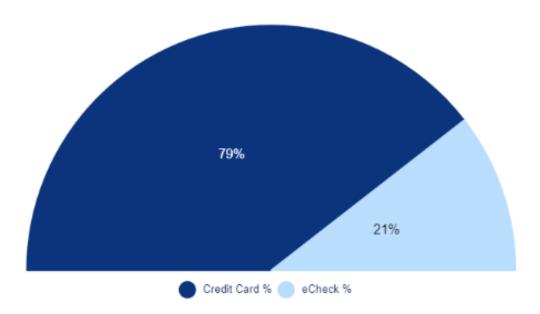
Additionally, we are exploring Threat Modeling solutions to identify potential issues during software development and for current software applications.

These updates are part of our ongoing commitment to strengthening our security posture and protecting our organization from emerging threats.





Q2 Transaction Volume by Payment Category



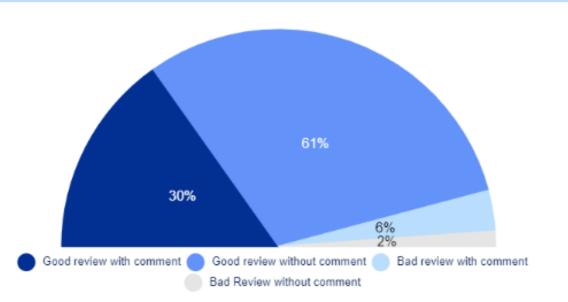
Customer Satisfaction Ratings

Customer Support Satisfaction Score

In an effort to continuously improve our customer support, Tyler Nebraska has implemented a customer service rating system for users submitting support tickets. After a ticket is resolved, users are prompted to provide feedback through a satisfaction rating, indicating either "satisfied" or "unsatisfied," along with the option to leave additional comments.

This feedback is captured and monitored using our ZenDesk support platform, allowing us to regularly review and assess service performance.

In Q2 of 2024, Tyler Nebraska processed 531 support tickets, achieving an overall satisfaction score of 91.7%. This rating reflects our commitment to providing excellent customer service and addressing user needs effectively.



Good vs Bad Satisfaction Review Q2

Personnel Report

Tyler Nebraska Staff Totals

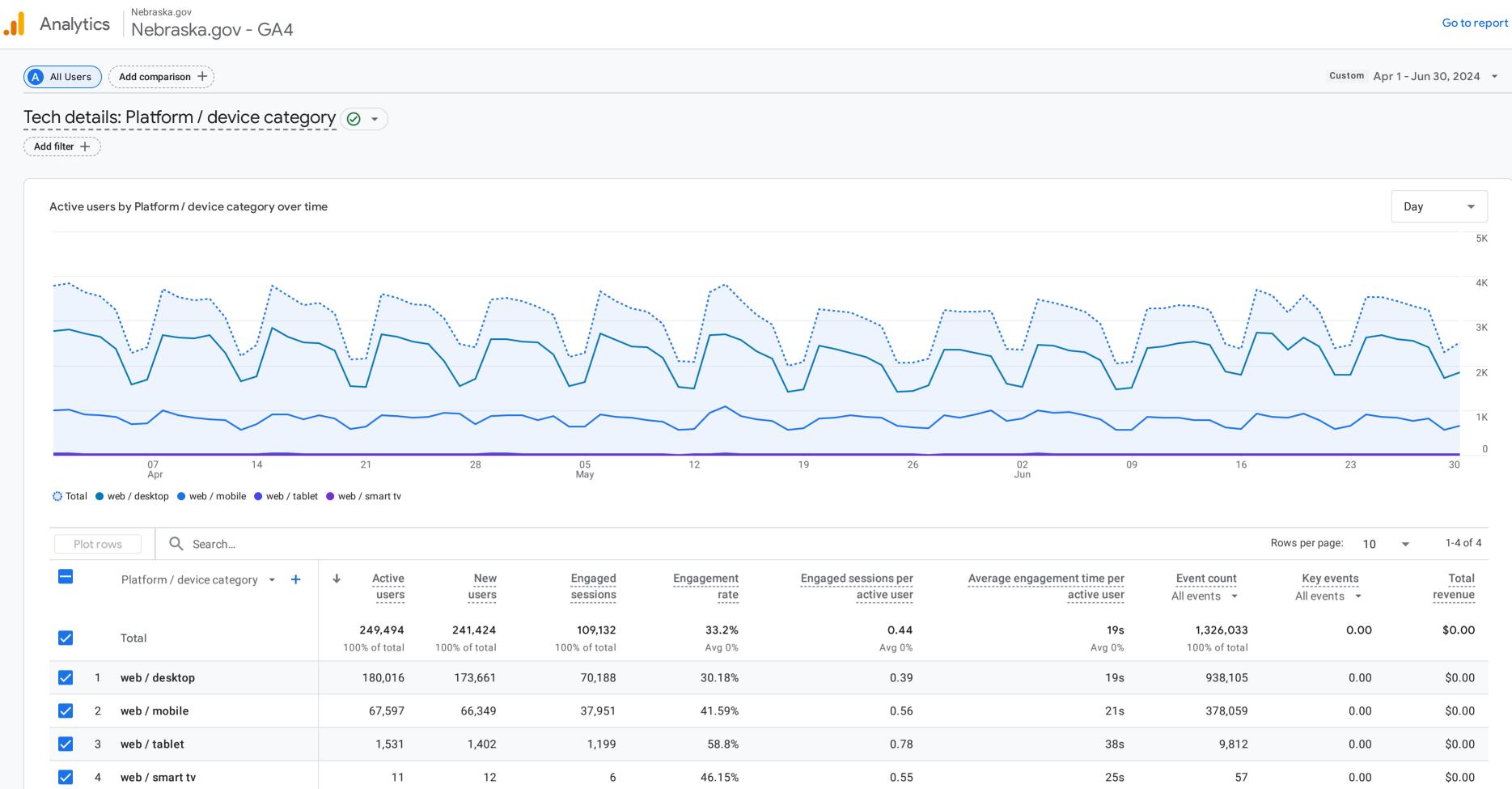
Total Filled Positions: 24

Open Positions: 0

Departures in 2nd QTR: 2

*Updated on 9/16/2024

In the second quarter of 2024, Tyler Nebraska experienced two employee departures: one from the Systems Administration team and the other from the Quality team. The vacant Quality Analyst position has since been filled by a local employee based in Lincoln. As for the Systems Administration role, the responsibilities have been transitioned to fall under the corporate structure, rather than the local Nebraska team. This position has now been filled by the Corporate Systems Administration team.



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		Rows per page: 10	•	1-4 of 4
Average engagement time per active user	Event count All events 👻	Key events		Total revenue
19s Avg 0%	1,326,033 100% of total	0.00		\$0.00
19s	938,105	0.00		\$0.00
21s	378,059	0.00		\$0.00
38s	9,812	0.00		\$0.00
25s	57	0.00		\$0.00

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

PERIOD COVERED:

April 1st - April 30th

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

Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share N	III Gross Share N	ISRB Share (2 N	ll Share (80%)
DMV- DLR - Batch	12,410	\$7.50	\$93,075.00	\$80,665.00	\$12,410.00	\$2,482.00	\$9,928.00
DMV- DLR - Monitoring Fee	723,949	\$0.06	\$43,436.94	\$28,957.96	\$14,478.98	\$2,895.80	\$11,583.18
DMV- DLR - Interactive	64,466	\$7.50	\$483,495.00	\$419,029.00	\$64,466.00	\$12,893.20	\$51,572.80
DMV- DLR - Certified	13	\$7.50	\$97.50	\$84.50	\$13.00	\$2.60	\$10.40
DMV- DLR - Certified Transcript	99	\$8.50	\$841.50	\$742.50	\$99.00	\$19.80	\$79.20
DMV-SRIND	469	\$0.50	\$234.50	\$0.00	\$234.50	\$46.90	\$187.60
DMV-SRBULK	4,669	\$0.15	\$700.35	\$0.00	\$700.35	\$140.07	\$560.28
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,763	\$7.50	\$13,134.50	\$11,459.50	\$1,675.00	\$335.00	\$1,340.00
DMV - Driver License Renew	16,531	Variable	\$443,524.75	\$421,770.00	\$21,754.75	\$4,350.95	\$17,403.80
DMVOTC	7,148	Variable	\$180,754.50	\$170,937.00	\$9,817.50	\$1,963.50	\$7,854.00
DMVOTC_CASH	20,134	Variable	\$479,557.00	\$479,557.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	21,569	\$1.00	\$21,569.00	\$8,627.60	\$12,941.40	\$2,588.28	\$10,353.12
DMV- TLR - batch	10,790	\$1.00	\$10,790.00	\$4,316.00	\$6,474.00	\$1,294.80	\$5,179.20
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	5	\$50.00	\$250.00	\$170.00	\$80.00	\$16.00	\$64.00
DMV- TLR - Vol. Over 2,000/Run	14	\$18.00	\$252.00	\$140.00	\$112.00	\$22.40	\$89.60
DMV - Reinstatement	1,854	\$3.00	\$143,549.00	\$137,975.00	\$5,574.00	\$1,114.80	\$4,459.20
DMV - IRP	438	Variable	\$772,450.31	\$768,962.47	\$3,487.84	\$697.57	\$2,790.27
DMV - IFTA	1,220	Variable	\$590,173.64	\$587,325.48	\$2,848.16	\$569.63	\$2,278.53
DMVSPLATE	463	Variable	\$6,654.00	\$5,265.00	\$1,389.00	\$277.80	\$1,111.20
DMVSPLATEMESS	970	Variable	\$48,800.00	\$45,890.00	\$2,910.00	\$582.00	\$2,328.00
DMV - SingleTripPermit	662	Variable	\$27,311.00	\$25,095.00	\$2,216.00	\$443.20	\$1,772.80
DMV - Motor Vehicle Renewals	48,370	Variable	\$10,074,145.33	\$9,826,743.82	\$247,401.51	\$49,480.30	\$197,921.21
DMV_Fleets	58	Variable	\$76,922.97	\$76,370.89	\$552.08	\$110.42	\$441.66
DMV_DAS	1,035	Variable	\$86,340.00	\$70,848.00	\$15,492.00	\$3,098.40	\$12,393.60
HHSS - Health Practitioner Lists	102	Variable	\$8,155.00	\$0.00	\$8,155.00	\$1,631.00	\$6,524.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,560.00	\$0.00	\$2,560.00	\$512.00	\$2,048.00
HHSS - Health License Monitoring	153,075	Variable	\$1,530.75	\$0.00	\$1,530.75	\$306.15	\$1,224.60
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$141.87	\$0.00	\$141.87	\$28.37	\$113.50
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	846	\$1.00	\$267,089.38	\$263,350.00	\$3,739.38	\$747.88	\$2,991.50
LCC Local Renewals	380	Variable	\$259,818.23	\$256,669.56	\$3,148.67	\$629.73	\$2,518.94
LOCLCCNEW		Variable	0	0	\$0.00	\$0.00	\$0.00
LCC_Orders	8	Variable	\$349.16	\$329.93	\$19.23	\$3.85	\$15.38
LCC_SDL	159	Variable	\$8,263.03	\$7,840.00	\$423.03	\$84.61	\$338.42
SED - Electrical Permits	870	4% of Fee	\$98,920.73	\$95,132.00	\$3,788.73	\$757.75	\$3,030.98
SED - Electrician Permit (Renewal)	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	166	3.00	\$3,818.00	\$3,320.00	\$498.00	\$99.60	\$398.40
SED - License List	3	Variable	\$85.00	\$70.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)	85	3.00	\$5,355.00	\$5,100.00	\$255.00	\$51.00	\$204.00
SEDEXAM5 - Exam Application (\$5 fee)	16	5.00	\$2,080.00	\$2,000.00	\$80.00	\$16.00	\$64.00
SOS - Corporation filings (LLC/LLP) (TPE)	54	\$3.00	\$1,687.00	\$1,525.00	\$162.00	\$32.40	\$129.60
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,194	\$2/vari	\$213,120.50	\$205,530.00	\$7,590.50	\$1,518.10	\$6,072.40
SOS - Corp filings (Foreign/Domestic Corporati	1,916	Variable	\$757,076.94	\$738,978.00	\$18,098.94	\$3,619.79	\$14,479.15
SOS - corpdocs (TPE)	2,189	Variable	\$10,164.28	\$5,108.50	\$5,055.78	\$1,011.16	\$4,044.62
SOS - CollectionRenew 0		Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	8	\$800.00	\$6,400.00	\$3,200.00	\$3,200.00	\$640.00	\$2,560.00
SOS - Corporate Special Request(TPE)	37	Variable	\$690.00	\$345.00	\$345.00	\$69.00	\$276.00
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	14	\$300.00	\$4,200.00	\$2,100.00	\$2,100.00	\$420.00	\$1,680.00
SOS - Corp_OCOGS	687	\$6.50	\$4,465.50	\$1,717.50	\$2,748.00	\$549.60	\$2,198.40
SOS - Corpcogs	1	\$10.00	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	4,585	\$0.45	\$2,063.25	\$1,467.20	\$596.05	\$119.21	\$476.84
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	7,732	\$4.50	\$34,794.00	\$27,062.00	\$7,732.00	\$1,546.40	\$6,185.60
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	466	Variable	\$932.00	\$466.00	\$466.00	\$93.20	\$372.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	1	\$15.00	\$15.00	\$7.50	\$7.50	\$1.50	\$6.00
SOS - UCC ContinuationI Filings	971	\$11.00	\$10,681.00	\$9,224.50	\$1,456.50	\$291.30	\$1,165.20
SOS - UCC Original Filings	1,060	\$11.00	\$11,660.00	\$10,070.00	\$1,590.00	\$318.00	\$1,272.00
SOS - UCC Electronic Amendments	336 0	\$11.00 \$11.00	\$3,696.00	\$3,192.00	\$504.00	\$100.80 \$0.00	\$403.20
SOS - UCC Electronic Assignments		\$11.00	\$0.00	\$0.00	\$0.00		\$0.00
SOS - UCC Electronic Collateral Amendments	63 12 657	\$11.00 \$0.45	\$693.00 \$6.145.65	\$598.50	\$94.50	\$18.90	\$75.60 \$1,420,22
SOS - UCC Images SOS - UCC BatchSemi Monthly	13,657 2	\$0.45 \$500.00	\$6,145.65 \$1,000.00	\$4,370.24 \$500.00	\$1,775.41 \$500.00	\$355.08 \$100.00	\$1,420.33 \$400.00
SOS - UCCAMEND_BUL	81	Variable	\$891.00	\$769.50	\$121.50	\$100.00	\$97.20
SOS - UCCASSIGN BULK	4	Variable	\$44.00	\$38.00	\$6.00	\$24.30 \$1.20	\$4.80
SOS - UCCCOLLAMEND	45	Variable	\$495.00	\$427.50	\$67.50	\$13.50	\$54.00
SOS - UCCCONT_BULK	350	Variable	\$3,850.00	\$3,325.00	\$525.00	\$105.00	\$420.00
SOS - UCCORIG_BULK	1,300	Variable	\$14,300.00	\$12,350.00	\$1,950.00	\$390.00	\$1,560.00
SOS - EFS Interactive Searches	1,770	\$4.50	\$7,965.00	\$6,195.00	\$1,770.00	\$354.00	\$1,416.00
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	190	\$11.00	\$2,090.00	\$1,805.00	\$285.00	\$57.00	\$228.00
SOS - EFS Original Filings	241	\$11.00	\$2,651.00	\$2,289.50	\$361.50	\$72.30	\$289.20
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	26	5.00	\$1,440.00	\$1,315.00	\$125.00	\$25.00	\$100.00
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	3	5% of Fee	\$336.00	\$336.00	\$16.80	\$3.36	\$13.44
E&A - Engineers & Architects	85	5% of Fee	\$12,750.00	\$12,750.00	\$637.50	\$127.50	\$510.00
Water Well Registrations	245	5% of Fee	\$21,000.00	\$19,530.00	\$1,470.00	\$294.00	\$1,176.00
REV - Motor Fuels Tax Filing	592	\$0.25	\$148.00	\$0.00	\$148.00	\$29.60	\$118.40
NDOA - Applicator permits	1,011	Variable	\$52,445.00	\$50,005.00	\$2,440.00	\$488.00	\$1,952.00
NDOA - AGAERIAL_LICENSE	4	Variable	\$407.47	\$393.00	\$14.47	\$2.89	\$11.58
NDOA - Measuring device	17	Variable	\$1,447.95	\$1,394.82	\$53.13	\$10.63	\$42.50
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	9	Variable	\$3,429.79	\$3,359.25	\$70.54	\$14.11	\$56.43
NDOA - AG_EURO_CORN	1	Variable	\$32.03	\$29.50	\$2.53	\$0.51	\$2.02
NDOA - AG_EURO_CORN_CERT 0	40	Variable	0	0	\$0.00	\$0.00	\$0.00
	19	Variable	\$9,369.01	\$9,324.68	\$44.33	\$8.87	\$35.46 \$35.66
NDOA - AGFIRM_REGISTRATION	16 41	Variable Variable	\$244.07 \$698.22	\$212.00	\$32.07 \$84.97	\$6.41 \$16.99	\$25.66 \$67.98
NDOA - AGGFAL_Renew NDOA - DAIRY/EGG/TURKEY	41	Variable	\$0.00	\$613.25 \$0.00	\$0.00	\$0.00	\$07.98
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	ψ0.00 0	φ0.00 0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	ů 0	Variable	Ő	0 0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	43	Variable	\$6,823.48	\$6,646.50	\$176.98	\$35.40	\$141.58
NDOA - AG CervineFacility Permit	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN GWP	0	Variable 0	0	C C	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	43	Variable	\$42,759.20	\$42,683.95	\$75.25	\$15.05	\$60.20
NDOA - AGNURSERY_RENEW	1	Variable	\$148.87	\$143.50	\$5.37	\$1.07	\$4.30
NDOA - AGNURSERY_STOCK	9	Variable	\$770.78	\$738.47	\$32.31	\$6.46	\$25.85
NDOA - AGPERMIT_SELLSEEDS	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	14	Variable	\$3,519.51	\$3,439.50	\$80.01	\$16.00	\$64.01
NDOA - AGPESTDEAL_NEW	4	Variable	\$102.48	\$93.00	\$9.48	\$1.90	\$7.58
NDOA - AGREPORTING	227	Variable	\$1,632,584.40	\$1,631,762.94	\$821.46	\$164.29	\$657.17
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00

SFM - Fireworks Licenses	38	Variable	\$427.50	\$380.00	\$47.50	\$9.50	\$38.00
SFM - Fireworks Display Permits	102	Variable	\$8,719.53	\$8,325.00	\$394.53	\$78.91	\$315.62
SFM BOILER	99	Variable	\$10,446.00	\$10,446.00	\$297.00	\$59.40	\$237.60
SFM_ELEVATOR	125	Variable	\$24,682.36	\$24,682.36	\$375.00	\$75.00	\$300.00
SFM_ELEVATOR_CC%	94	Variable	\$20,082.36	\$20,082.36	\$602.47	\$120.49	\$481.98
OTC-Over the counter payment	24,345	Variable	\$7,720,672.51	\$7,634,865.04	\$85,807.47	\$17,161.49	\$68,645.98
OTC Billback	226	Variable	\$1,390.99	\$0.00	\$1,390.99	\$278.20	\$1,112.79
PropertyTax Payments	1,730	Variable	\$7,253,681.46	\$7,226,034.43	\$27,647.03	\$5,529.41	\$22,117.62
PropertyTaxOTC	136	Variable	\$303,072.04	\$300,478.86	\$2,593.18	\$518.64	\$2,074.54
NDOL - Contractor Registration	1,591	Variable	\$46,035.95	\$41,240.00	\$4,795.95	\$959.19	\$3,836.76
NDOL_OVR_PMT	264	Variable	\$45,725.84	\$44,805.08	\$920.76	\$184.15	\$736.61
NDOL_TAX_PMT	177	Variable	\$34,448.53	\$32,929.56	\$1,518.97	\$303.79	\$1,215.18
NEROADS - DOT_Permits	10,881	Variable	\$277,788.50	\$258,745.00	\$19,043.50	\$3,808.70	\$15,234.80
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- NDOT_Superintendent billback AC	0	\$1.75	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintendent billback CC	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	25	Variable	\$11,109.55	\$10,900.91	\$208.64	\$41.73	\$166.91
NEROADS - NDOTPERMITS	20	Variable	\$380.00	\$348.60	\$31.40	\$6.28	\$25.12
State Patrol Crime Report	1,365	\$18.00	\$27,233.50	\$21,962.50	\$5,271.00	\$1,054.20	\$4,216.80
NSPCCW_Renew - NSP Conceal & amp; Carry	715	\$4.50	\$38,913.00	\$35,700.00	\$3,213.00	\$642.60	\$2,570.40
NSPApptFee State Patrol Crime Report - Subscriber	714 1,372	\$4.50 Variable	\$32,617.68 \$20,960.00	\$30,595.00 \$17,531,00	\$2,022.68 \$3,429.00	\$404.54 \$685.80	\$1,618.14 \$2,742.20
·	271	10% of Fee	\$20,980.00 \$11,833.00	\$17,531.00 \$10,756,00	\$3,429.00 \$1,077.00	\$085.80 \$215.40	\$2,743.20 \$861.60
Event Registration	295	Variable	\$46,230.00	\$10,756.00 \$45,107.17	\$1,122.83	\$215.40 \$224.57	\$898.26
Sarpy_Stop Sarpy tobacco license	295	Variable	\$40,230.00	\$43,107.17	\$1,122.85	\$0.00	\$0.00
Medicaid & Long Term Care	1	\$1.75	\$78.00	\$78.00	\$0.00 \$1.75	\$0.00	\$0.00 \$1.40
Food New Applications ACH Billback	6	\$1.75	\$1,094.52	\$1,094.52	\$10.50	\$2.10	\$8.40
LPNNRD Trees Sale	1	Variable	\$70.61	\$67.19	\$3.42	\$0.68	\$2.74
City of Waverly Soccer Registration (TPE)	0	Variable	φ/0.01 0	¢07.15 0	\$0.00	\$0.00	\$0.00
recreation program	83	Variable	\$10,304.56	\$10,005.00	\$299.56	\$59.91	\$239.65
order form LPNNRD	79	Variable	\$2,906.73	\$2,695.58	\$211.15	\$42.23	\$168.92
order_form_UBBNRD	20	Variable	\$2,533.06	\$2,443.99	\$89.07	\$17.81	\$71.26
Library acct mgmt	14	Variable	\$594.50	\$560.00	\$34.50	\$6.90	\$27.60
Utility payment	1,623	Variable	\$270,420.36	\$263,733.80	\$6,686.56	\$1,337.31	\$5,349.25
SarpyCommunityCorrections	16	Variable	\$1,610.96	\$1,544.45	\$66.51	\$13.30	\$53.21
SARPY VEHINSP	118	Variable	\$4,440.39	\$4,130.75	\$309.64	\$61.93	\$247.71
OTLPAYMENT	63	Variable	\$154,165.22	\$153,912.43	\$252.79	\$50.56	\$202.23
59PlanningDept	121	Variable	\$105,603.12	\$102,916.86	\$2,686.26	\$537.25	\$2,149.01
gretna_occ_tax	29	Variable	\$48,275.55	\$48,061.91	\$213.64	\$42.73	\$170.91
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
PRODTESTSVC	2	Variable	\$1,776.00	\$1,776.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NBELS_Land_Surveyor	2	Variable	\$85.50	\$80.00	\$5.50	\$1.10	\$4.40
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_LS_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
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	6	Variable	\$1,048.00	\$1,000.00	\$48.00	\$9.60	\$38.40
	62	Variable	\$11,693.45	\$11,225.00	\$468.45	\$93.69 \$26.40	\$374.76
DOIRENEW Misellenieus Charge far Swipere	20 0	Variable Variable	\$2,895.95	\$2,765.00	\$130.95	\$26.19 \$0.00	\$104.76
Micellanious Charge for Swipers NBC HeadCountF	144,213	Variable	\$0.00 \$8,652.78	\$0.00 \$0.00	0.00\$ \$8,652.78\$	\$0.00 \$1,730.56	\$0.00 \$6,922.22
NBC_Inspections	600	Variable	\$79,892.05	\$79,892.05	\$0.00	\$0.00	\$0,922.22
NBC NIRFLFee	000	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarn	117	Variable	\$81,039.00	\$81,039.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	95,340	Variable	\$5,720.40	\$0.00	\$5,720.40	\$1,144.08	\$4,576.32
NBC RFLRenewal	0,040	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	89	Variable	\$30,773.40	\$30,773.40	\$0.00	\$0.00	\$0.00
NBC NIPackLockF	36,204	Variable	\$2,172.24	\$0.00	\$2,172.24	\$434.45	\$1,737.79
NBC BrandRene	00,201	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,519	Variable	\$6,076.00	\$3,797.50	\$2,278.50	\$455.70	\$1,822.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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dhhscentreg	4,018	\$1.50	\$19,219.00	\$13,205.50	\$6,013.50	\$1,202.70	\$4,810.80
dhhscentregDHL	9,359	\$1.50	\$46,795.00	\$32,756.50	\$14,038.50	\$2,807.70	\$11,230.80
REVENUE_FEE	5,909	\$1.75	\$10,340.75	\$0.00	\$10,340.75	\$2,068.15	\$8,272.60
MVILB_Renewal	0	Variable	0	0	\$0.00	\$0.00	\$0.00
ABE Renewal		Variable	\$4,617.00	\$4,500.00	\$117.00	\$23.40	\$93.60
SUBTOTAL	1,482,445.00		34,012,928.22	33,268,200.06	746,669.18	149,333.86	597,335.32

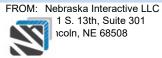
Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records ee	e per Record	Total Revenue	Agency Share N	I Gross Share	NII Share
Court Records (Justice) Per Record	141,985	\$1.00	\$141,985.00	70,992.50	\$70,992.50	\$70,992.50
Court Records (Justice) Monthly	101	\$500.00	\$50,500.00	\$25,250.00	\$25,250.00	\$25,250.00
Court Records (Justice) Credit Card Searches	1,640	\$15.00	\$24,600.00	\$12,300.00	\$12,300.00	\$12,300.00
Court E-Filing	19,544	\$1.00	\$19,544.00	\$0.00	\$19,544.00	\$19,544.00
COURTRECORDF	5	\$1,000.00	\$7,500.00	\$3,750.00	\$3,750.00	\$3,750.00
COURTRECORDU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	364	\$2.00	\$728.00	\$0.00	\$728.00	\$728.00
AOCCERTGS	59	Variable	\$425.60	\$315.00	\$110.60	\$110.60
AOCCERTGS Billback CC%	60	Variable	\$1,500.00	\$1,500.00	\$37.35	\$37.35
COURTAPPTFILE	9	variable	\$1,100.00	\$0.00	\$1,100.00	\$1,100.00
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	5,692	Variable	\$801,776.77	\$785,367.07	\$16,409.70	\$16,409.70
AOC_Cert_Authority	66	Variable	\$1,650.00	\$1,534.50	\$115.50	\$115.50
Court Payments	3,383	Variable	\$1,196,440.42	\$1,177,894.92	\$18,545.50	\$18,545.50
Lobbyist Registration	13	\$0.05	\$2,600.00	\$2,600.00	\$130.00	\$130.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
Wccfile	825	\$3.00	\$2,475.00	\$0.00	\$2,475.00	\$2,475.00
Sccalessubscr	905	Variable	\$905.00	\$452.50	\$452.50 `	\$452.50
SUBTOTAL	174,787		2,261,479.79	2,082,456.49	179,190.65	179,190.65

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 Implementation Fee Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		0 617 variable 0 variable 0	\$44,821.26 \$0.00 \$61,675.00 0.00 0.00	\$44,821.26 \$0.00 \$61,675.00 0.00 0.00	\$44,821.26 \$0.00 \$61,675.00 0.00 0.00
SUBTOTAL			\$106,496.26	\$106,496.26	

Service/Volume Processed	No. of Transactions ee	per Record	Total Revenue Agency Share NI		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	35	variable	2,623,772.00	2,623,772.00	0.00
COURTEFILÉSUB	19,544	variable	\$560,313.82	\$560,313.82	0.00
PSCREMIT	359	variable	\$5,239,580.00	\$5,239,580.00	0.00
WCCSUB	117	variable	\$1,937.00	\$1,937.00	0.00
SUBTOTAL	20,055		\$8,425,602.82	\$8,425,602.82	\$0.00



PERIOD COVERED:

May 1st - May 31st

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

Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share N	III Gross Share N	SRB Share (2 N	ll Share (80%)
DMV- DLR - Batch	12,092	\$7.50	\$90,690.00	\$78,598.00	\$12,092.00	\$2,418.40	\$9,673.60
DMV- DLR - Monitoring Fee	728,656	\$0.06	\$43,719.36	\$29,146.24	\$14,573.12	\$2,914.62	\$11,658.50
DMV- DLR - Interactive	64,511	\$7.50	\$483,832.50	\$419,321.50	\$64,511.00	\$12,902.20	\$51,608.80
DMV- DLR - Certified	11	\$7.50	\$82.50	\$71.50	\$11.00	\$2.20	\$8.80
DMV- DLR - Certified Transcript	90	\$8.50	\$765.00	\$675.00	\$90.00	\$18.00	\$72.00
DMV-SRIND	534	\$0.50	\$267.00	\$0.00	\$267.00	\$53.40	\$213.60
DMV-SRBULK	4,890	\$0.15	\$733.50	\$0.00	\$733.50	\$146.70	\$586.80
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,720	\$7.50	\$12,832.00	\$11,206.00	\$1,626.00	\$325.20	\$1,300.80
DMV - Driver License Renew	16,202	Variable	\$443,228.25	\$421,916.00	\$21,312.25	\$4,262.45	\$17,049.80
DMVOTC	9,389	Variable	\$236,390.75	\$223,529.00	\$12,861.75	\$2,572.35	\$10,289.40
DMVOTC CASH	20,781	Variable	\$488,151.00	\$488,151.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	23,119	\$1.00	\$23,119.00	\$9,247.60	\$13,871.40	\$2,774.28	\$11,097.12
DMV- TLR - batch	16,055	\$1.00	\$16,055.00	\$6,422.00	\$9,633.00	\$1,926.60	\$7,706.40
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	4	\$50.00	\$200.00	\$136.00	\$64.00	\$12.80	\$51.20
DMV- TLR - Vol. Over 2,000/Run	11	\$18.00	\$198.00	\$110.00	\$88.00	\$17.60	\$70.40
DMV - Reinstatement	1,827	\$3.00	\$143,406.00	\$137,925.00	\$5,481.00	\$1,096.20	\$4,384.80
DMV - IRP	471	Variable	\$818,440.81	\$815,053.03	\$3,387.78	\$677.56	\$2,710.22
DMV - IFTA	353	Variable	\$149,162.19	\$148,023.34	\$1,138.85	\$227.77	\$911.08
DMVSPLATE	435	Variable	\$5,715.00	\$4,410.00	\$1,305.00	\$261.00	\$1,044.00
DMVSPLATEMESS	928	Variable	\$46,974.00	\$44,190.00	\$2,784.00	\$556.80	\$2,227.20
DMV - SingleTripPermit	620	Variable	\$25,846.00	\$23,750.00	\$2,096.00	\$419.20	\$1,676.80
DMV - Motor Vehicle Renewals	49,903	Variable	\$10,322,494.81	\$10,069,030.18	\$253,464.63	\$50,692.93	\$202,771.70
DMV_Fleets	43	Variable	\$106,717.63	\$105,979.20	\$738.43	\$147.69	\$590.74
DMV_DAS	960	Variable	\$84,634.00	\$69,232.00	\$15,402.00	\$3,080.40	\$12,321.60
HHSS - Health Practitioner Lists	103	Variable	\$7,810.00	\$0.00	\$7,810.00	\$1,562.00	\$6,248.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$420.00	\$0.00	\$420.00	\$84.00	\$336.00
HHSS - Health License Monitoring	130,969	Variable	\$1,309.69	\$0.00	\$1,309.69	\$261.94	\$1,047.75
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$141.32	\$0.00	\$141.32	\$28.26	\$113.06
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	14	\$1.00	-\$443.62	-\$490.00	\$46.38	\$9.28	\$37.10
LCC Local Renewals	12	Variable	\$7,719.24	\$7,628.01	\$91.23	\$18.25	\$72.98
LOCLCCNEW		Variable	0	0	\$0.00	\$0.00	\$0.00
LCC-CCP	946	Variable	\$2,947,729.29	\$2,944,186.38	\$3,542.91	\$708.58	\$2,834.33
LCC_SDL	20	Variable	\$936.22	\$880.00	\$56.22	\$11.24	\$44.98
SED - Electrical Permits	835	4% of Fee	\$80,855.85	\$77,764.00	\$3,091.85	\$618.37	\$2,473.48
SED - Electrician Permit (Renewal)	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	208	3.00	\$4,784.00	\$4,160.00	\$624.00	\$124.80	\$499.20
SED - License List	1	Variable	\$15.00	\$10.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	91	3.00	\$5,733.00	\$5,460.00	\$273.00	\$54.60	\$218.40
SEDEXAM5 - Exam Application (\$5 fee)	29	5.00	\$3,770.00	\$3,625.00	\$145.00	\$29.00	\$116.00
SOS - Corporation filings (LLC/LLP) (TPE)	6	\$3.00	\$193.00	\$175.00	\$18.00	\$3.60	\$14.40
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,349	\$2/vari	\$232,604.55	\$224,565.00	\$8,039.55	\$1,607.91	\$6,431.64
SOS - Corp filings (Foreign/Domestic Corporati	-8	Variable	\$1,546.80	\$1,500.00	\$46.80	\$9.36	\$37.44
SOS - corpdocs (TPE)	1,990	Variable	\$8,878.98	\$4,385.24	\$4,493.74	\$898.75	\$3,594.99
SOS - CollectionRenew 0		Variable	0	0	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	7	\$800.00	\$5,600.00	\$2,800.00	\$2,800.00	\$560.00	\$2,240.00
SOS - Corporate Special Request(TPE)	39	Variable	\$720.00	\$360.00	\$360.00	\$72.00	\$288.00
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	618	\$6.50	\$4,017.00	\$1,545.00	\$2,472.00	\$494.40	\$1,977.60
SOS - Corpcogs	3	\$10.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	4,499	\$0.45	\$2,024.55	\$1,439.68	\$584.87	\$116.97	\$467.90
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	6,464	\$4.50	\$29,088.00	\$22,624.00	\$6,464.00	\$1,292.80	\$5,171.20
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	1,000	Variable	\$2,000.00	\$1,000.00	\$1,000.00	\$200.00	\$800.00
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 ContinuationI Filings	880 934	\$11.00 \$11.00	\$9,680.00	\$8,360.00	\$1,320.00 \$1,401.00	\$264.00 \$280.20	\$1,056.00 \$1,120.80
SOS - UCC Original Filings SOS - UCC Electronic Amendments	934 277	\$11.00 \$11.00	\$10,274.00	\$8,873.00 \$2,631.50	. ,	\$280.20 \$83.10	\$1,120.80
SOS - UCC Electronic Amendments	13	\$11.00	\$3,047.00 \$143.00	\$2,031.50	\$415.50 \$19.50	\$3.90	\$332.40 \$15.60
SOS - UCC Electronic Collateral Amendments	43	\$11.00	\$473.00	\$408.50	\$64.50	\$3.90 \$12.90	\$51.60
SOS - UCC Images	11,981	\$0.45	\$5,391.45	\$408.50	\$1,557.53	\$311.51	\$1,246.02
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	69	Variable	\$759.00	\$655.50	\$103.50	\$20.70	\$82.80
SOS - UCCASSIGN BULK	11	Variable	\$121.00	\$104.50	\$16.50	\$3.30	\$13.20
SOS - UCCCOLLAMEND	75	Variable	\$825.00	\$712.50	\$112.50	\$22.50	\$90.00
SOS - UCCCONT_BULK	361	Variable	\$3,971.00	\$3,429.50	\$541.50	\$108.30	\$433.20
SOS - UCCORIG BULK	1,378	Variable	\$15,158.00	\$13,091.00	\$2,067.00	\$413.40	\$1,653.60
SOS - EFS Interactive Searches	1,327	\$4.50	\$5,971.50	\$4,644.50	\$1,327.00	\$265.40	\$1,061.60
SOS - EFS Special Request	19	\$2.00	\$38.00	\$19.00	\$19.00	\$3.80	\$15.20
SOS - EFS Continuations	167	\$11.00	\$1,837.00	\$1,586.50	\$250.50	\$50.10	\$200.40
SOS - EFS Original Filings	184	\$11.00	\$2,024.00	\$1,748.00	\$276.00	\$55.20	\$220.80
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$5.50	\$22.00
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	1,464	5.00	\$234,790.00	\$227,470.00	\$7,320.00	\$1,464.00	\$5,856.00
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	12	5% of Fee	\$1,440.00	\$1,440.00	\$72.00	\$14.40	\$57.60
E&A - Engineers & Architects	71	5% of Fee	\$10,650.00	\$10,650.00	\$532.50	\$106.50	\$426.00
Water Well Registrations	224	5% of Fee	\$19,170.00	\$17,828.10	\$1,341.90	\$268.38	\$1,073.52
REV - Motor Fuels Tax Filing	439	\$0.25	\$109.75	\$0.00	\$109.75	\$21.95	\$87.80
NDOA - Applicator permits NDOA - AGAERIAL_LICENSE	368 5	Variable Variable	\$16,660.00	\$15,806.00	\$854.00	\$170.80	\$683.20
NDOA - AGAERIAL_LICENSE NDOA - Measuring device	12	Variable	\$509.96 \$1,329.98	\$491.25 \$1,292.06	\$18.71 \$37.92	\$3.74 \$7.58	\$14.97 \$30.34
NDOA - Measuring device NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$1,329.98	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	52	Variable	\$17,490.64	\$17,085.75	\$404.89	\$80.98	\$323.91
NDOA - AG EURO CORN 0	02	Variable 0	÷۵۵.۵۰۹ (۲۲	ψ <i>11</i> ,000.70	\$0.00	\$0.00	\$0.00
NDOA - AG EURO CORN CERT 0		Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL Tonnage	12	Variable	\$981.64	\$944.94	\$36.70	\$7.34	\$29.36
NDOA - AGFIRM REGISTRATION	15	Variable	\$208.09	\$182.25	\$25.84	\$5.17	\$20.67
NDOA - AGGFAL_Renew	38	Variable	\$1,031.38	\$948.50	\$82.88	\$16.58	\$66.30
NDOA - DAIRY/EGG/TURKEY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	31	Variable	\$5,015.72	\$4,905.75	\$109.97	\$21.99	\$87.98
NDOA - AG_CervineFacility Permit	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN_GWP	0	Variable 0	0	* 40,000,00	\$0.00	\$0.00	\$0.00
	41	Variable	\$49,900.77	\$49,829.02	\$71.75	\$14.35	\$57.40
	4	Variable	\$680.52 \$508.35	\$657.00 \$487.50	\$23.52 \$20.85	\$4.70 \$4.17	\$18.82 \$16.69
	6 -1	Variable Variable	\$508.35 \$51.25	\$487.50 \$48.25	\$20.85 \$3.00	\$4.17 \$0.60	\$16.68 \$2.40
NDOA - AGPERMIT_SELLSEEDS NDOA - Pet Feed Rendering	-1 0	Variable	-\$51.25 0	-\$48.25 0	-\$3.00 \$0.00	-\$0.60 \$0.00	-\$2.40 \$0.00
NDOA - Pesticide License Renewals	5	Variable	\$532.97	\$511.25	\$21.72	\$4.34	\$17.38
NDOA - AGPESTDEAL NEW	5	Variable	\$101.86	\$93.00	\$8.86	\$1.77	\$7.09
NDOA - AGREPORTING	12	Variable	\$43,711.24	\$43,642.28	\$68.96	\$13.79	\$55.17
NDOA - Governor Ag Conference	0	\$3.00	0	φ+0,0+2.20 0	\$0.00	\$0.00	\$0.00
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SFM - Fireworks Display Permits 119 Variable \$7,930.24 \$7,550.00 \$380.24 \$76.05 \$304.01 SFM_ELEVATOR 90 Variable \$9,640.00 \$9,640.00 \$270.00 \$54.00 \$216.01 SFM_ELEVATOR 136 Variable \$28,757.72 \$22,027.72 \$406.00 \$31.60 \$226.07 OTC-Over the counter payment 27,170 Variable \$6,617,343.96 \$6,534.468.04 \$82,875.92 \$16,575.18 \$663.00.00 OTC Bilback 205 Variable \$1,170.0192.83 \$1,962,058.57 \$8,134.26 \$1,626.85 \$6,650.71 PropertyTax Payments 663 Variable \$1,470.192.83 \$1,962,058.57 \$8,134.26 \$1,626.85 \$6,607.71 NDOL_CONTACTOR 54 Variable \$47,022.20 \$42,380.00 \$4,642.20 \$928.44 \$3,713.1 NDOL_TAX_PMT 216 Variable \$46,642.21 \$46,610.07 \$541.14 \$108.23 \$432.20 NEROADS - DOT_Permits 11,355 Variable \$293,106.25 \$273,235	SFM - Fireworks Licenses	88	Variable	\$990.00	\$880.00	\$110.00	\$22.00	\$88.00
SFM BOLER 90 Variable 89,640.00 89,640.00 827.00 854.00 827.00 SFM_ELEVATOR 136 Variable 522.027.72 \$28.77.72 \$28.77.72 \$840.00 \$81.80 \$33.2.17 \$850.00 \$33.2.17 \$850.00 \$31.0.0 \$31.2.17 \$850.00 \$31.0.0 \$31.2.17 \$850.00 \$31.0.0 \$31.2.17 \$850.00 \$31.0.0								\$304.19
SPM_ELEVATOR 136 Variable 522, 727.72 528, 759.72 528	1 3			. ,				\$216.00
SFM_ELEVATOR_CC% 94 Variable S22,027.72 S26,00.83 S12.17 S568.03 OTC-Over the counter payment 27.17 Variable S11,119.00 S22,07.72 S560.03 S118.07.51 S568.30.00 OTC-Over the counter payments 603 Variable S1,119.00 S21,02.05.57 S16,32.61 S16,32.61 S16,30.00 S12,02.05.75 S16,32.61 S16,30.00 S12,02.05.75 S16,30.00 S12,02.05.75 S16,30.00 S12,02.05.75 S16,30.00 S12,02.05.75 S16,30.00 S12,02.05.75 S12,02	—							\$326.40
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_	—							\$0.00 \$0.00
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	—							\$2,267.90
	-							\$141.00 \$2.60
								\$2.60
•	5							\$2,455.20
dhhscentregLN-subscriber 0 Variable \$0.00 \$0.0	unnscentregLiv-subschber	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	4,315	\$1.50	\$20,459.00	\$13,994.00	\$6,465.00	\$1,293.00	\$5,172.00
dhhscentregDHL	9,194	\$1.50	\$45,970.00	\$32,179.00	\$13,791.00	\$2,758.20	\$11,032.80
REVENUE_FEE	4,985	\$1.75	\$8,723.75	\$0.00	\$8,723.75	\$1,744.75	\$6,979.00
MVILB_Renewal	0	Variable	0	0	\$0.00	\$0.00	\$0.00
ABE Renewal		Variable	\$1,299.50	\$1,250.00	\$49.50	\$9.90	\$39.60
SUBTOTAL	1,521,097.00		27,526,369.71	26,817,672.26	710,651.28	142,130.27	568,521.01

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

Service/Volume Processed	No. of Records ee	e per Record	Total Revenue	Agency Share N	II Gross Share	NII Share
Court Records (Justice) Per Record	144,257	\$1.00	\$144,257.00	72,128.50	\$72,128.50	\$72,128.50
Court Records (Justice) Monthly	101	\$500.00	\$50,500.00	\$25,250.00	\$25,250.00	\$25,250.00
Court Records (Justice) Credit Card Searches	1,701	\$15.00	\$25,545.00	\$12,772.50	\$12,772.50	\$12,772.50
Court E-Filing	20,639	\$1.00	\$20,639.00	\$0.00	\$20,639.00	\$20,639.00
COURTRECORDF	5	\$1,000.00	\$7,500.00	\$3,750.00	\$3,750.00	\$3,750.00
COURTRECORDU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	413	\$2.00	\$826.00	\$0.00	\$826.00	\$826.00
AOCCERTGS	50	Variable	\$358.65	\$265.00	\$93.65	\$93.65
AOCCERTGS Billback CC%	42	Variable	\$1,050.00	\$1,500.00	\$26.15	\$26.15
COURTAPPTFILE	12	variable	\$600.00	\$0.00	\$600.00	\$600.00
Courtjudge	136	\$50.00	\$6,800.00	\$0.00	\$6,800.00	\$6,800.00
Court Citations	6,091	Variable	\$850,043.20	\$832,484.45	\$17,558.75	\$17,558.75
AOC_Cert_Authority	51	Variable	\$1,275.00	\$1,185.75	\$89.25	\$89.25
Court Payments	3,533	Variable	\$1,348,985.70	\$1,329,860.84	\$19,124.86	\$19,124.86
Lobbyist Registration	5	\$0.05	\$815.00	\$815.00	\$40.75	\$40.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
Wccfile	686	\$3.00	\$2,058.00	\$0.00	\$2,058.00	\$2,058.00
Sccalessubscr	971	Variable	\$971.00	\$485.50	\$485.50`	\$485.50
SUBTOTAL	178,694		2,463,223.55	2,280,997.54	182,742.91	182,742.91

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 Implementation Fee Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		0 621 variable 1 variable 0	\$120,715.26 \$0.00 \$62,100.00 50.00 0.00	\$120,715.26 \$0.00 \$62,100.00 50.00 0.00	\$120,715.26 \$0.00 \$62,100.00 50.00 0.00
SUBTOTAL			\$182,865.26	\$182,865.26	

SUBTOTAL

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions ee	No. of Transactions ee per Record		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		variable 0	0		0.00
COURTEFILÉSUB	20,639	variable	\$621,239.20	\$621,239.20	0.00
PSCREMIT	318	variable	\$5,018,395.46	\$5,018,395.46	0.00
WCCSUB	99	variable	\$1,653.00	\$1,653.00	0.00
SUBTOTAL	21,056		\$5,641,287.66	\$5,641,287.66	\$0.00



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

PERIOD COVERED:

June 1st - June 30th

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

Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share N	III Gross Share N	ISRB Share (2 N	ll Share (80%)
DMV- DLR - Batch	11,149	\$7.50	\$83,617.50	\$72,468.50	\$11,149.00	\$2,229.80	\$8,919.20
DMV- DLR - Monitoring Fee	720,340	\$0.06	\$43,220.40	\$28,813.60	\$14,406.80	\$2,881.36	\$11,525.44
DMV- DLR - Interactive	62,129	\$7.50	\$465,967.50	\$403,838.50	\$62,129.00	\$12,425.80	\$49,703.20
DMV- DLR - Certified	6	\$7.50	\$45.00	\$39.00	\$6.00	\$1.20	\$4.80
DMV- DLR - Certified Transcript	59	\$8.50	\$501.50	\$442.50	\$59.00	\$11.80	\$47.20
DMV-SRIND	451	\$0.50	\$225.50	\$0.00	\$225.50	\$45.10	\$180.40
DMV-SRBULK	4,475	\$0.15	\$671.25	\$0.00	\$671.25	\$134.25	\$537.00
DMVSRMONTH	5	\$0.15	\$1,000.00	\$0.00	\$1,000.00	\$200.00	\$800.00
DMV - DLR Single	1,432	\$7.50	\$10,687.00	\$9,321.00	\$1,366.00	\$273.20	\$1,092.80
DMV - Driver License Renew	14,857	Variable	\$405,355.25	\$385,661.00	\$19,694.25	\$3,938.85	\$15,755.40
DMVOTC	9,895	Variable	\$243,168.75	\$229,649.00	\$13,519.75	\$2,703.95	\$10,815.80
DMVOTC CASH	17,943	Variable	\$412,733.00	\$412,733.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	23,004	\$1.00	\$23,004.00	\$9,201.60	\$13,802.40	\$2,760.48	\$11,041.92
DMV- TLR - batch	15,838	\$1.00	\$15,838.00	\$6,335.20	\$9,502.80	\$1,900.56	\$7,602.24
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	4	\$50.00	\$200.00	\$136.00	\$64.00	\$12.80	\$51.20
DMV- TLR - Vol. Over 2,000/Run	12	\$18.00	\$216.00	\$120.00	\$96.00	\$19.20	\$76.80
DMV - Reinstatement	1,560	\$3.00	\$120,980.00	\$116,300.00	\$4,680.00	\$936.00	\$3,744.00
DMV - IRP	361	Variable	\$618,800.76	\$615,985.04	\$2,815.72	\$563.14	\$2,252.58
DMV - IFTA	150	Variable	\$39,227.41	\$38,910.04	\$317.37	\$63.47	\$253.90
DMVSPLATE	420	Variable	\$5,960.00	\$4,700.00	\$1,260.00	\$252.00	\$1,008.00
DMVSPLATEMESS	914	Variable	\$46,782.00	\$44,040.00	\$2,742.00	\$548.40	\$2,193.60
DMV - SingleTripPermit	593	Variable	\$25,161.00	\$23,115.00	\$2,046.00	\$409.20	\$1,636.80
DMV - Motor Vehicle Renewals	51,666	Variable	\$10,820,140.33	\$10,554,545.99	\$265,594.34	\$53,118.87	\$212,475.47
DMV Fleets	65	Variable	\$141,226.95	\$140,170.60	\$1,056.35	\$211.27	\$845.08
DMV_DAS	935	Variable	\$75,713.00	\$62,066.00	\$13,647.00	\$2,729.40	\$10,917.60
HHSS - Health Practitioner Lists	87	Variable	\$7,695.00	\$0.00	\$7,695.00	\$1,539.00	\$6,156.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$420.00	\$0.00	\$420.00	\$84.00	\$336.00
HHSS - Health License Monitoring	138,854	Variable	\$1,388.54	\$0.00	\$1,388.54	\$277.71	\$1,110.83
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$142.22	\$0.00	\$142.22	\$28.44	\$113.78
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		\$1.00 0	0		\$0.00	\$0.00	\$0.00
LCC Local Renewals	1	Variable	\$932.66	\$910.00	\$22.66	\$4.53	\$18.13
LOCLCCNEW		Variable	0	0	\$0.00	\$0.00	\$0.00
LCC-CCP	1,074	Variable	\$3,346,667.98	\$3,342,692.50	\$3,975.48	\$795.10	\$3,180.38
LCC_SDL		Variable 0	0		\$0.00	\$0.00	\$0.00
SED - Electrical Permits	935	4% of Fee	\$106,477.91	\$102,482.50	\$3,995.41	\$799.08	\$3,196.33
SED - Electrician Permit (Renewal)	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	151	3.00	\$3,473.00	\$3,020.00	\$453.00	\$90.60	\$362.40
SED - License List	2	Variable	\$70.00	\$60.00	\$10.00	\$2.00	\$8.00
SEDEXAM3 - Exam Application (\$3 fee)	91	3.00	\$5,733.00	\$5,460.00	\$273.00	\$54.60	\$218.40
SEDEXAM5 - Exam Application (\$5 fee)	24	5.00	\$3,120.00	\$3,000.00	\$120.00	\$24.00	\$96.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,010	\$2/vari	\$200,121.30	\$192,975.00	\$7,146.30	\$1,429.26	\$5,717.04
SOS - Corp filings (Foreign/Domestic Corporati	-5	Variable	\$219.00	\$204.00	\$15.00	\$3.00	\$12.00
SOS - corpdocs (TPE)	1,676	Variable	\$7,755.58	\$3,790.48	\$3,965.10	\$793.02	\$3,172.08
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)	30	Variable	\$585.00	\$292.50	\$292.50	\$58.50	\$234.00
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	449	\$6.50	\$2,918.50	\$1,122.50	\$1,796.00	\$359.20	\$1,436.80
SOS - Corpcogs	2	\$10.00	\$20.00	\$20.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	3,515	\$0.45	\$1,581.75	\$1,124.80	\$456.95	\$91.39	\$365.56
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	16	\$300.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Interactive Searches	4,890	\$4.50	\$22,005.00	\$17,115.00	\$4,890.00	\$978.00	\$3,912.00
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	423	Variable	\$846.00	\$423.00	\$423.00	\$84.60	\$338.40
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 ContinuationI Filings	736	\$11.00	\$8,096.00	\$6,992.00	\$1,104.00	\$220.80	\$883.20
SOS - UCC Original Filings	770	\$11.00	\$8,470.00	\$7,315.00	\$1,155.00	\$231.00	\$924.00
SOS - UCC Electronic Amendments	220 1	\$11.00 \$11.00	\$2,420.00	\$2,090.00	\$330.00	\$66.00	\$264.00
SOS - UCC Electronic Assignments		\$11.00	\$11.00	\$9.50	\$1.50	\$0.30	\$1.20
SOS - UCC Electronic Collateral Amendments	26	\$11.00	\$286.00 \$3,667.05	\$247.00 \$2,607.68	\$39.00	\$7.80	\$31.20 \$847.50
SOS - UCC Images SOS - UCC BatchSemi Monthly	8,149 2	\$0.45 \$500.00	\$3,007.05	\$2,007.08	\$1,059.37 \$500.00	\$211.87 \$100.00	\$400.00
SOS - UCCAMEND_BUL	111	Variable	\$1,221.00	\$1,054.50	\$300.00 \$166.50	\$33.30	\$133.20
SOS - UCCASSIGN BULK	58	Variable	\$638.00	\$551.00	\$87.00	\$33.30 \$17.40	\$69.60
SOS - UCCCOLLAMEND	30	Variable	\$352.00	\$304.00	\$48.00	\$9.60	\$38.40
SOS - UCCCONT_BULK	360	Variable	\$3,960.00	\$3,420.00	\$540.00	\$108.00	\$432.00
SOS - UCCORIG_BULK	1,231	Variable	\$13,541.00	\$11,694.50	\$1,846.50	\$369.30	\$1,477.20
SOS - EFS Interactive Searches	857	\$4.50	\$3,856.50	\$2,999.50	\$857.00	\$171.40	\$685.60
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	134	\$11.00	\$1,474.00	\$1,273.00	\$201.00	\$40.20	\$160.80
SOS - EFS Original Filings	103	\$11.00	\$1,133.00	\$978.50	\$154.50	\$30.90	\$123.60
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	623	5.00	\$95,170.00	\$92,055.00	\$3,115.00	\$623.00	\$2,492.00
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	\$1,280.00	\$1,280.00	\$64.00	\$12.80	\$51.20
E&A - Engineers & Architects	58	5% of Fee	\$8,700.00	\$8,700.00	\$435.00	\$87.00	\$348.00
Water Well Registrations	238	5% of Fee	\$19,330.00	\$17,976.90	\$1,353.10	\$270.62	\$1,082.48
REV - Motor Fuels Tax Filing	459	\$0.25	\$114.75	\$0.00	\$114.75	\$22.95	\$91.80
NDOA - Applicator permits	171	Variable	\$8,175.00	\$7,773.00	\$402.00	\$80.40	\$321.60
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	13	Variable	\$1,664.44	\$1,631.20	\$33.24	\$6.65	\$26.59
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGSMALL_PACKAGE	4	Variable	\$533.09	\$518.00	\$15.09	\$3.02	\$12.07
NDOA - AG_EURO_CORN	1	Variable	\$96.08	\$92.00	\$4.08	\$0.82	\$3.26
NDOA - AG_EURO_CORN_CERT 0	0	Variable	0	0	\$0.00	\$0.00	\$0.00
	3 9	Variable	\$411.19 \$127.07	\$395.94	\$15.25 \$16.07	\$3.05	\$12.20
NDOA - AGFIRM_REGISTRATION	9	Variable Variable	\$137.97	\$121.00	\$16.97 \$10.00	\$3.39 \$3.82	\$13.58 \$15.27
NDOA - AGGFAL_Renew NDOA - DAIRY/EGG/TURKEY	9	Variable	\$153.34 \$0.00	\$134.25 \$0.00	\$19.09 \$0.00	\$3.82 \$0.00	\$0.00
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable 0	φ0.00 0	φ0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	ů 0	Ő	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	42	Variable	\$6,811.54	\$6,646.50	\$165.04	\$33.01	\$132.03
NDOA - AG CervineFacility Permit	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGASREN_GWP	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	36	Variable	\$31,323.38	\$31,260.38	\$63.00	\$12.60	\$50.40
NDOA - AGNURSERY RENEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	3	Variable	\$277.41	\$265.41	\$12.00	\$2.40	\$9.60
NDOA - AGPERMIT_SELLSEEDS	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	1	Variable	\$50.00	\$48.25	\$1.75	\$0.35	\$1.40
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - AGREPORTING	10	Variable	\$28,648.89	\$28,629.51	\$19.38	\$3.88	\$15.50
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00

SFM - Fireworks Licenses	140	Variable	\$1,575.00	\$1,400.00	\$175.00	\$35.00	\$140.00
SFM - Fireworks Display Permits		Variable	\$4,646.45	\$4,450.00	\$196.45	\$39.29	\$157.16
SFM_BOILER	60	Variable	\$6,822.00	\$6,822.00	\$180.00	\$36.00	\$144.00
SFM ELEVATOR	97	Variable	\$19,305.04	\$19,305.04	\$291.00	\$58.20	\$232.80
SFM ELEVATOR CC%	53	Variable	\$12,930.04	\$12,930.04	\$387.90	\$77.58	\$310.32
OTC-Over the counter payment	28,493	Variable	\$5,643,275.15	\$5,562,831.95	\$80,443.20	\$16,088.64	\$64,354.56
OTC Billback	156	Variable	\$978.08	\$0.00	\$978.08	\$195.62	\$782.46
PropertyTax Payments	363	Variable	\$1,079,979.92	\$1,074,827.99	\$5,151.93	\$1,030.39	\$4,121.54
PropertyTaxOTC	27	Variable	\$53,569.97	\$53,223.64	\$346.33	\$69.27	\$277.06
NDOL - Contractor Registration	1,638	Variable	\$49,962.45	\$44,940.00	\$5,022.45	\$1,004.49	\$4,017.96
NDOL_OVR_PMT	214	Variable	\$41,938.26	\$41,115.24	\$823.02	\$164.60	\$658.42
NDOL_TAX_PMT	37	Variable	\$18,678.70	\$18,026.89	\$651.81	\$130.36	\$521.45
NEROADS - DOT_Permits	10,817	Variable	\$277,644.75	\$258,715.00	\$18,929.75	\$3,785.95	\$15,143.80
NEROADS - DOT_Hay	4	Variable	\$171.00	\$160.00	\$11.00	\$2.20	\$8.80
NEROADS- NDOT_RMS	0	Variable 0) (C	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintende	ent 0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintend	ent billback AC 0	\$1.75	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_Superintend	ent billback CC 0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	23	Variable	\$3,754.55	\$3,578.20	\$176.35	\$35.27	\$141.08
NEROADS - NDOTPERMITS	11	Variable	\$244.25	\$226.98	\$17.27	\$3.45	\$13.82
State Patrol Crime Report	1,393	\$18.00	\$26,567.00	\$21,425.00	\$5,142.00	\$1,028.40	\$4,113.60
NSPCCW_Renew - NSP Concea		\$4.50	\$34,825.50	\$31,950.00	\$2,875.50	\$575.10	\$2,300.40
NSPApptFee	585	\$4.50	\$25,124.24	\$23,513.00	\$1,611.24	\$322.25	\$1,288.99
State Patrol Crime Report - Subs		Variable	\$30,162.50	\$25,167.50	\$4,995.00	\$999.00	\$3,996.00
Event Registration	10	10% of Fee	\$265.00	\$242.50	\$22.50	\$4.50	\$18.00
Sarpy_Stop	234	Variable	\$34,615.00	\$33,774.24	\$840.76	\$168.15	\$672.61
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	6	\$1.75	\$408.00	\$408.00	\$10.50	\$2.10	\$8.40
Food New Applications ACH Bill		\$1.75	\$715.31	\$715.31	\$8.75	\$1.75	\$7.00
LPNNRD_Trees_Sale	0	Variable 0		0	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registrat		Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	123	Variable	\$20,761.52	\$20,170.00	\$591.52	\$118.30	\$473.22
order_form_LPNNRD	39	Variable	\$1,801.32	\$1,691.05	\$110.27	\$22.05	\$88.22
order_form_UBBNRD	0	Variable 0) ¢c10.00	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	19	Variable	\$656.10	\$610.00	\$46.10	\$9.22	\$36.88
Utility_payment	1,589 26	Variable Variable	\$263,813.93 \$2,155.32	\$257,313.36	\$6,500.57 \$96.82	\$1,300.11 \$19.36	\$5,200.46 \$77.46
SarpyCommunityCorrections SARPY VEHINSP	82	Variable	\$2,854.01	\$2,058.50 \$2,644.50	\$209.51	\$41.90	\$167.61
OTLPAYMENT	12	Variable	\$15,399.23	\$15,337.49	\$61.74	\$12.35	\$49.39
59PlanningDept	132		\$132,566.01	\$129,180.91	\$3,385.10	\$677.02	\$2,708.08
gretna_occ_tax	32	Variable	\$75,220.26	\$75,124.26	\$96.00	\$19.20	\$76.80
hastings_multi_payment	2	Variable	\$615.00	\$600.00	\$15.00	\$3.00	\$12.00
SYNTHETICSVC	0	Variable 0		0000.00	\$0.00	\$0.00	\$0.00
PRODTESTSVC	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS Recip Surveyor	3	Variable	\$128.25	\$120.00	\$8.25	\$1.65	\$6.60
NBELS Land Surveyor	2	Variable	\$85.50	\$80.00	\$5.50	\$1.10	\$4.40
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS LS RÉNEW	0	Variable	0	0	\$0.00	\$0.00	\$0.00
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	1	Variable	\$518.00	\$500.00	\$18.00	\$3.60	\$14.40
DOI_MISC_PAY	26	Variable	\$2,723.45	\$2,570.00	\$153.45	\$30.69	\$122.76
DOIRENEW	54	Variable	\$5,457.50	\$5,150.00	\$307.50	\$61.50	\$246.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	134,749	Variable	\$8,084.94	\$0.00	\$8,084.94	\$1,616.99	\$6,467.95
NBC_Inspections	581	Variable	\$68,867.04	\$68,867.04	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	1,107,156	Variable	\$66,429.36	\$0.00	\$66,429.36	\$13,285.87	\$53,143.49
NBC_NISaleBarn	71	Variable	\$51,289.85	\$51,289.85	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	60,341	Variable	\$3,620.46	\$0.00	\$3,620.46	\$724.09	\$2,896.37
NBC_RFLRenewal	92	Variable	\$937,975.00	\$937,975.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	81	Variable	\$27,467.75	\$27,467.75	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	32,315	Variable	\$1,938.90	\$0.00	\$1,938.90	\$387.78	\$1,551.12
NBC_BrandRene	26	Variable	\$97.50	\$0.00	\$97.50	\$19.50	\$78.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,582	Variable	\$6,328.00	\$3,955.00	\$2,373.00	\$474.60	\$1,898.40
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	3,997	\$1.50	\$19,055.00	\$13,073.00	\$5,982.00	\$1,196.40	\$4,785.60
dhhscentregDHL	8,032	\$1.50	\$40,160.00	\$28,112.00	\$12,048.00	\$2,409.60	\$9,638.40
REVENUE_FEE	3,943	\$1.75	\$6,900.25	\$0.00	\$6,900.25	\$1,380.05	\$5,520.20
MVILB_Renewal	0	Variable	0	0	\$0.00	\$0.00	\$0.00
ABE Renewal		Variable	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	2,510,144.00		26,716,549.01	25,966,452.85	751,473.31	150,294.64	601,178.67

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

Service/Volume Processed	No. of Records ee	e per Record	Total Revenue	Agency Share N	l Gross Share	NII Share
Court Records (Justice) Per Record	132,328	\$1.00	\$132,328.00	66,164.00	\$66,164.00	\$66,164.00
Court Records (Justice) Monthly	102	\$500.00	\$51,000.00	\$25,500.00	\$25,500.00	\$25,500.00
Court Records (Justice) Credit Card Searches	1,508	\$15.00	\$22,635.00	\$11,317.50	\$11,317.50	\$11,317.50
Court E-Filing	20,790	\$1.00	\$20,790.00	\$0.00	\$20,790.00	\$20,790.00
COURTRECORDF	5	\$1,000.00	\$7,500.00	\$3,750.00	\$3,750.00	\$3,750.00
COURTRECORDU	1	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00
COURTAPELFILE	346	\$2.00	\$692.00	\$0.00	\$692.00	\$692.00
AOCCERTGS	49	Variable	\$351.54	\$260.00	\$91.54	\$91.54
AOCCERTGS Billback CC%	35	Variable	\$875.00	\$875.00	\$21.79	\$21.79
COURTAPPTFILE	4	variable	\$280.00	\$0.00	\$280.00	\$280.00
Courtjudge	136	\$50.00	\$6,800.00	\$0.00	\$6,800.00	\$6,800.00
Court Citations	5,980	Variable	\$821,517.19	\$804,230.09	\$17,287.10	\$17,287.10
AOC_Cert_Authority	44	Variable	\$1,100.00	\$1,023.00	\$77.00	\$77.00
Court Payments	3,144	Variable	\$1,424,104.89	\$1,407,169.02	\$16,935.87	\$16,935.87
Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	\$60.00	\$60.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	\$25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
Wccfile	608	\$3.00	\$1,824.00	\$0.00	\$1,824.00	\$1,824.00
Sccalessubscr	787	Variable	\$787.00	\$393.50	\$393.50 `	\$393.50
SUBTOTAL	165,874		2,494,834.62	2,322,407.11	172,509.30	172,509.30

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 Implementation Fee Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		0 465 variable 1 variable 0	\$211,003.76 \$0.00 \$46,500.00 50.00 0.00	\$211,003.76 \$0.00 \$46,500.00 50.00 0.00	\$211,003.76 \$0.00 \$46,500.00 50.00 0.00
SUBTOTAL			\$257,553.76	\$257,553.76	

Other Applications Maintained and Supported - No Revenue

No. of Transactions ee per Record		Total Revenue Agency Share N		are
0	5.00	0.00	0.00	0.00
0	75.00	0.00	0.00	0.00
0	17.00	0.00	0.00	0.00
	variable 0	0		0.00
20,790	variable	\$650,782.61	\$650,782.61	0.00
316	variable	\$5,146,220.60	\$5,146,220.60	0.00
98	variable	\$1,470.00	\$1,470.00	0.00
21,204		\$5,798,473.21	\$5,798,473.21	\$0.00
	0 0 0 20,790 316 98	0 5.00 0 75.00 0 17.00 variable 0 20,790 variable 316 variable 98 variable	0 5.00 0.00 0 75.00 0.00 0 17.00 0.00 variable 0 0 20,790 variable \$650,782.61 316 variable \$5,146,220.60 98 variable \$1,470.00	0 5.00 0.00 0.00 0 75.00 0.00 0.00 0 17.00 0.00 0.00 variable 0 0 20,790 variable \$650,782.61 \$650,782.61 316 variable \$5,146,220.60 \$5,146,220.60 98 variable \$1,470.00 \$1,470.00