

**NEBRASKA STATE**

**RECORDS BOARD**

**1201 N STREET**

**2<sup>ND</sup> FLOOR**

**CONFERENCE ROOM**

**JUNE 10, 2022**

**9:00 A.M.**

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

State of Nebraska )
Lancaster County ) SS.

NOTICE OF PUBLIC MEETING
Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for June 10, 2022 at 9:00 AM, and will be held at the 1201 N St 2nd Floor Conference Room, Lincoln, NE.
At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410.
An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at staterecords-board.nebraska.gov. If auxiliary aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.
1070986 1t May 20 ZNEZ

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

ORDER NUMBER 1070986

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

One successive times(s) the first insertion having been on May 20, 2022 and thereafter on May 20 and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

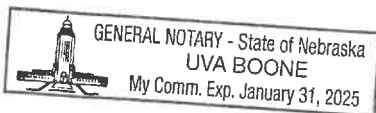
[Handwritten Signature]

Section: Class Legals
Category: 0090 Legals State Contract
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The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Subscribed in my presence and sworn to before me on May 24, 2022
[Handwritten Signature] Notary Public



# Meeting

Nebraska State Records Board

DATE OF ACTIVITY

**Friday, 06/10/2022**

TIME OF ACTIVITY

**9:00 AM**

LOCATION

**1201 N Street, 2nd Floor Conference Room**

DETAILS

**Quarterly Meeting**

MEETING AGENDA

<https://staterecordsboard.nebraska.gov/meetings>

MEETING MATERIALS

<https://staterecordsboard.nebraska.gov/meetings>

NAME

**Libby Elder** Executive Director

EMAIL

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

ADDRESS

**1201 N St Sulte 120  
Lincoln, NE 68508**

AGENCY WEBSITE

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

TELEPHONE

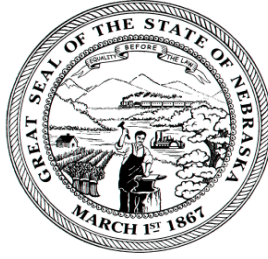
**(402) 471-2745**

# NEBRASKA STATE RECORDS BOARD AGENDA

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

June 10, 2022, 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 April 6, 2022 meeting minutes
6. APPROVAL OF FINANCIAL REPORT  
**Action Item:** Approval of March 31, 2022 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 – Banking and Finance, Village of Big Springs, Cass County, City of Crawford, Village of Hyannis, and City of Grant
    2. **Non-Action Item:** Citizen Payment Processing – Cass County
    3. **Non-Action Item:** PayPort – Village of Big Springs, City of Crawford, Village of Hyannis, City of Kimball, and City of Grant
    4. **Non-Action Item:** Statement of Work (SOW) – Department of Motor Vehicles
  - b) REVIEW OF PROJECT STATUS REPORTS
9. NEW BUSINESS
  - a) **Action Item:** Records Board Rules and Regulations – Title 431
  - b) **Action Item:** Discussion and Consideration of Network Manager Request for Proposal (RFP)
  - c) **Action Item:** Grails Subcontract (**Closed Session**)
10. TECHNICAL INFRASTRUCTURE UPGRADES
  - a) **Non-Action Item:** Review Progress
11. NEBRASKA INTERACTIVE REPORTS
  - a) **Action Item:** Project Priority Report
  - b) General Manager's Report
12. RECOGNITION FOR SERVICE TO NSRB – Tony Ojeda and Angela Stenger
13. DATE FOR NEXT MEETING  
TBD – September 2022  
LOCATION: 1221 N Street, 2<sup>nd</sup> Floor Conference Room
14. ADJOURNMENT



## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of April 6, 2022

**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 April 6, 2022.

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

Robert Evnen, Secretary of State, State Records Administrator and Chairperson  
Lt. Governor Mike Foley, representing the Governor  
Jason Jackson, the Director of Administrative Services  
Leslie Donley, representing the Attorney General  
John Murante, representing the State Treasurer  
Russ Karpisek, representing the Auditor  
Walter Weir, representing the General Public  
Tony Ojeda, representing the Insurance Industry  
Angela Stenger, representing the Media  
Bob Sullivan, representing the Legal Profession

Vacant member positions:

Representative of the Libraries  
Representative the Banking Industry

Staff in attendance:

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

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

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on March 16, 2022, and on the State’s public meeting calendar website. The public notice and proof of publication relating to the meeting would be attached to and 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.

Ms. Stenger moved to approve the agenda as presented. Mr. Sullivan seconded the motion.

Voting For:            Evnen            Donley            Weir            Ojeda            Foley  
                                 Stenger            Karpisek            Murante            Jackson            Sullivan

Voting Against:    None

Voting Abstain:    None

Absent:                None

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.** The Chairperson asked for a motion to approve the minutes of the December 16, 2021 meeting.

Mr. Foley moved to approve the minutes as presented. Ms. Donley seconded the motion. There was no further discussion.

Voting For:            Evnen            Donley            Weir            Ojeda            Foley  
                                 Stenger            Karpisek            Murante            Jackson            Sullivan

Voting Against:    None

Voting Abstain:    None

Absent:                None

The motion carried.

**Agenda Item 6. APPROVAL OF FINANCIAL REPORT.** Libby Elder, Executive Director for the NSRB provided a summary of the December 31, 2021 Cash Fund Balance Report.

Mr. Foley moved to approve the report. Mr. Weir seconded the motion. There was no further discussion.

Voting For:            Evnen            Donley            Weir            Murante            Ojeda  
                                 Stenger            Karpisek            Jackson            Foley            Sullivan

Voting Against:    None

Absent:                None

The motion carried.

**Agenda Item 7. PUBLIC COMMENT.**

The Chairperson asked if anyone wished to provide public comment to the NSRB. Jennifer Rasmussen, Deputy Administrator, Information Technology, Administrative Office of the Courts (“AOC”) provided comment. Ms. Rasmussen provided a summary of the AOC’s history with Nebraska Interactive, LLC (“Nebraska Interactive”), shared goals of the AOC for the future, and encouraged the NSRB to work with Nebraska Interactive and the parent company Tyler Technologies on a plan to position Nebraska Interactive for stability and managed growth. There was discussion regarding the availability of the Office of the Chief Information Officer to assist with agency information technology projects, application rationalization, the benefits of custom application development, and use of Agile development methodology. There was also discussion regarding grant funding provided through the Nebraska State Patrol to support certain AOC projects relating to criminal history records.

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

Ms. Elder introduced Mr. Bob Sanders, Vice President of State Enterprises, NIC Division of Tyler Technologies who was visiting from Arkansas. Ms. Elder also informed the NSRB that subscriber payments will now have to be mailed to a lockbox address in St. Louis, Missouri due to a change in services provided by Nebraska Interactive’s bank.

**Agenda Item 8.a. Review of Template Agreements:** Ms. Elder provided a list of the Electronic Government Service Level Agreements (“EGSLA”), Business Payment Processing Addendums, PayPort Addendums, and Statements of Work (“SOW”) and SOW amendments that were signed pursuant to NSRB authority.

**Agenda Item 8.b. Review of Project Status Report:** Ms. Elder presented information related to the status of various active projects based upon feedback from the state agency partners. Discussion took place regarding projects Nebraska Interactive is working on for the Nebraska Accountability and Disclosure Commission, the Administrative Office of the Courts, the Assistive Technology Partnership, and the Village of Bennet.

**Agenda Item 9. NEW BUSINESS****Agenda Item 9.a. Approve Department of Motor Vehicles Addendum 17:**

Ms. Elder provided a summary of Addendum Seventeen as it relates to a project that Nebraska Interactive plans to complete for the Nebraska Department of Motor Vehicles (“DMV”) relating to the 24/7 Sobriety Program Act. The 24/7 Sobriety Program Act was signed into law in May of 2021. It is a program that is an alternative to incarceration for offenses that involve operating a motor vehicle while under the influence of alcohol or other drugs. Participants are allowed to apply for a 24/7 driving permit, which would allow them to continue to drive to school, work, and the testing facility during the pendency of their DUI case. Nebraska Interactive will be adding the Sobriety Program permit to DMV’s online Driver’s License System to allow drivers to apply for the permit online. Additionally, interfaces will be added to other services that are affected by the new permit. Addendum 17 proposes a \$3.00 portal fee (Electronic Check or Credit Card) on top of the statutory fee (\$45.00 for initial permit and \$11.00 for replacement permits).

Ms. Rhonda Lahm, Director of the DMV provided additional information regarding Addendum 17 and the Sobriety Program permit. Ms. Lahm indicated that DMV estimates 500-550 users per year. There was discussion regarding what threshold of users there should be in order have a portal solution and DMV’s desire to maintain online options for users.

Mr. Ojeda moved to approve Addendum Seventeen, which was seconded by Mr. Sullivan.

Voting For:	Evnen	Donley	Weir	Murante	Ojeda
	Stenger	Karpisek	Jackson	Foley	Sullivan

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 9.b. Approve Department of Insurance Revised Addendum 4:**

Ms. Elder provided a summary of Revised Addendum 4 as it relates to a project for the Department of Insurance (“DOI”) that is nearing completion by Nebraska Interactive. DOI administers provisions of the Nebraska Hospital-Medical Liability Act pertaining to surcharges levied on qualified health care providers under the Excess Liability Fund (“Fund”), which provides health care providers with medical liability coverage.

Currently, the health care provider, or their insurance agent, submits proof of liability insurance coverage for a provider, or providers, to the DOI along with a check payment of the Fund surcharge. Nebraska Interactive has been working on a system to allow health care providers to participate in the Excess Liability Fund and make payments online. This project was originally considered by the NSRB at the April 10, 2019 meeting and Addendum 4 was approved. Development of the system was paused for a period of time but is now nearing completion.

The original Addendum 4, refers to “Medical Malpractice Renewals,” and fees to be charged for renewals. However, the System includes functionality to do more than renewals. The System includes three different payment functionalities: initial participation, renewals, and adjustments. There was discussion regarding the total number of anticipated annual transactions, and whether the number of anticipated transactions has changed since Addendum 4 was originally approved by the NSRB in 2019.

Mr. Sullivan moved to approve Revised Addendum 4, which was seconded by Mr. Ojeda.

Voting For:	Evnen	Donley	Weir	Murante	Ojeda
	Stenger	Karpisek	Jackson	Foley	Sullivan

Voting Against: None

Absent: None

The motion carried.



**Agenda Item 9.c.** Approve Fourth Amendment to Master Contract – Website Content Management.

Ms. Elder explained that the purpose of the Fourth Amendment to the Master Contract between the State and Nebraska Interactive is to make a clarification regarding website content management. Nebraska Interactive hosts some websites on the Dreamweaver platform, and other websites on the Meadowlark or Drupal platform. The current Master contract refers to the rate for Content Management as “Content Management – Meadowlark Websites.” To clarify that the content management rate of the Master Contract applies to all website content management, regardless of platform, the Fourth Amendment removes the word “Meadowlark” and there are no changes to the fees presented.

Ms. Stenger moved to approve the Fourth Amendment to the Master Contract, which was seconded by Mr. Karpisek.

Voting For:	Evnen	Donley	Weir	Murante	Ojeda
	Stenger	Karpisek	Jackson	Foley	Sullivan
Voting Against:	None				
Absent:	None				

The motion carried.

**Agenda Item 10. TECHNICAL INFRASTRUCTURE UPGRADES.**

Mr. Jackson, Chairperson of the Technical Infrastructure Subcommittee provided an update on the subcommittee’s review of Nebraska Interactive’s progress toward completion of technical infrastructure upgrades. The first meeting of the subcommittee was held on March 23, 2022. Mr. Jackson, Mr. Weir, Ms. Byelick, Ms. Elder, and the Nebraska Interactive team were in attendance. Mr. Sullivan, who is also on the subcommittee, was not able to attend. Mr. Jackson shared that the subcommittee ratified the subcommittee’s scope of responsibilities, which includes oversight of the progress of the upgrade initiative, customer satisfaction, stakeholder communication, and impact to other Nebraska Interactive business. The subcommittee requested that Nebraska Interactive prepare communication to be provided to partner agencies. Such communication should include, at a minimum, (1) executive level communication and (2) technical level communication to the technical points of contact at each agency, which should occur at the start and end of each upgrade project and should provide information to contact Ms. Elder with matters for the NSRB. Survey methodology may be used in the future to assess agency satisfaction. The subcommittee further directed Nebraska Interactive to articulate criteria to inform their order of priority for upgrade projects.

The subcommittee anticipates meeting 1-2 times in between NSRB meetings, with the next meeting to be held in May. Mr. Jackson also reported that Nebraska Interactive has contracted with a consultant to assist with challenges that may arise as upgrades are completed in the Grails open-source framework. Chairperson Evnen expressed appreciation for Nebraska Interactive’s cooperation with the subcommittee. Chairperson Evnen inquired as to the completion date for the upgrades and indicated the importance of Nebraska Interactive’s completion of the upgrades as quickly and efficiently as possible. Mr. Jackson commented on the completion dates and indicated this was anticipated to be an 18-month project and could extend to a 24-month project. The start date of the 18-month period was discussed, and Mr. Sloan indicated that the start date was January 1, 2022. Mr. Sloan further indicated that the degradation of service is only for 2022, and then Nebraska Interactive will return their team to new

development, even though upgrades may take longer.

**Agenda Item 11. NEBRASKA INTERACTIVE REPORTS.**

**Agenda Item 11.a. Nebraska Interactive, LLC, Review Electrical Division Permitting System Outage:**

Mr. Hoffman provided a letter to the NSRB regarding the loss of functionality of a low volume application for the Nebraska Electrical Division. The period of the loss of functionality was a total of three and a half hours. The Chairperson indicated that the penalty that may be assessed by the NSRB is two thousand dollars (\$2,000) per hour for each hour the application was not fully functional after the first two-hour period. The penalty is to be assessed at the discretion of the NSRB. There was discussion regarding prior penalties assessed, the time it took to restore the functionality, and the effect on the Nebraska Electrical Division. Mr. Hoffman clarified that this is the first time a single application had an outage.

Mr. Foley moved to waive assessment of the penalty to Nebraska Interactive, LLC, which was seconded by Mr. Sullivan.

Voting For:	Donley	Weir	Murante	Ojeda	Stenger
	Karpisek	Jackson	Foley	Sullivan	

Voting Against: Evnen

Absent: None

The motion carried.

**Agenda Item 11.b.1. Nebraska Interactive, LLC, Project Priority Revised Format:**

Mr. Sloan presented information on the status of various active projects, which were discussed due to feedback received from the state agency partners. There was discussion regarding how agencies make decisions regarding the development and maintenance of their websites.

Mr. Sloan discussed projects completed in the fourth quarter of calendar year 2021, or to be completed soon, including a jail query report prepared for the Crime Commission and online brand renewal functions for the Nebraska Brand Committee.

Mr. Sloan presented information on the revised format of the Project Priority Report. Mr. Sloan indicated that instead of an initial target date, there is now an anticipated month of completion. There was also discussion regarding the new project status score (a tier system), and information on how the tier is determined. The Chairperson asked how Nebraska Interactive will prioritize projects within the tiers. Nebraska Interactive indicated they meet with partners monthly and identify partner availability to work on projects. There was discussion regarding changes to the anticipated month of completion. Mr. Sloan indicated such changes would be noted on the report.

Mr. Foley moved to approve the Project Priority Report revised format, which was seconded by Mr. Ojeda.

Voting For:	Evnen Stenger	Donley Karpisek	Weir Jackson	Murante Foley	Ojeda Sullivan
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Voting Against: None

Absent: None

The motion carried.

**Agenda Item 11.b.2. Nebraska Interactive, LLC, Project Priority Report:**

Mr. Sloan referenced information on the current Project Priority Report, which was discussed as part of item 11.b. 1. There was no further discussion by the NSRB.

Ms. Stenger moved to approve the Project Priority Report, which was seconded by Ms. Donley. There was no further discussion.

Voting For:	Evnen Stenger	Donley Karpisek	Weir Jackson	Murante Foley	Ojeda Sullivan
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Voting Against: None

Absent: None

The motion carried.

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

Mr. Hoffman reported on the following items for the fourth quarter of 2021:

- 1) Nebraska Interactive met several of their enterprise business goals by making investments in staff by sending them through the State’s Center for Operational Excellence and providing access to online courses and continuing education opportunities.
- 2) A Systems Security Administrator has been hired, increasing the network’s security footprint.
- 3) Nebraska Interactive implemented a student intern program.
- 4) Nebraska Interactive reorganized their development teams to meet partner needs and demands.
- 5) Nebraska Interactive expanded payment processing to include cash and remote payments using PromptPay and CheckFreePay.
- 6) Nebraska Interactive’s growth during the quarter was 5%. There has been a decrease in commercial record demand affecting revenues.
- 7) Nebraska Interactive continued to balance time on revenue and non-revenue services. 69% of time was spent on non-revenue services and enhancing services with no new income, 14% was spent on time and materials projects with the remaining time being grant funded work.
- 8) Development teams launched 31 projects, including several projects for the State Fire Marshal.

- 9) Customer satisfaction ratings have a 25% engagement rate, and feedback continues to be positive with 4.5 – 5-star ratings for the 14 services currently being tracked.
- 10) Regarding staffing, Nebraska Interactive currently has 27 staff members and can fund 30 staff in addition to Mr. Hoffman. They are attending job fairs and have been successful in attracting new talent.
- 11) The current market is indicating \$10,000 - \$15,000 increase in salaries from hiring rates pre-pandemic.
- 12) Nebraska Interactive would like to explore how to have an inflation mechanism within the funding for the future to meet salary demands. Nebraska Interactive is requesting guidance from the NSRB, instead of proposing ideas and missing the mark on what would be acceptable to the NSRB.

There was discussion regarding Nebraska Interactive’s ability to fund three additional open positions, which could help with the backlog of projects. There was also discussion regarding inflation, whether there is a need for collaboration and evaluation of portal fees, and whether the Technical Infrastructure Subcommittee may be useful in coming up with ideas or addressing some of these issues.

Chairperson Evnen indicated that he would agree that a collaborative model is preferred, but to have a collaborative model, the NSRB will also need complete information on Nebraska Interactive’s revenue.

Mr. Foley indicated that, as he has heard today, there is an 18-month problem, and there doesn’t seem to be a need to radically restructure because when the upgrades are completed, Nebraska Interactive will have 30 people available to work on projects. Mr. Hoffman indicated that he isn’t seeking a radical restructuring, but that this is a public-private partnership and the NSRB needs to be part of the solution.

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

**Agenda Item 13. ADJOURNMENT.**

The meeting adjourned at 11:06 AM.

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

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Date

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**January 1, 2022, through March 31, 2022**  
 With comparative figures for January 1, 2021, through March 31, 2021  
**FY 21-22**

	<u>Jan 2022</u>	<u>Prior Year Jan 2021</u>	<u>Feb 2022</u>	<u>Prior Year Feb 2021</u>	<u>Mar 2022</u>	<u>Prior Year Mar 2021</u>	<u>Year to Date FY 21-22</u>	<u>Year to Date FY 20-21</u>
<b>Revenues:</b>								
Sale of Subscriber Services	\$1,392,101.13	\$1,025,043.04	\$1,593,807.45	\$1,154,483.99	\$1,533,624.01	\$1,142,194.84	\$13,023,782.83	\$9,675,076.26
General Business Fees	\$0.00	\$30.00	\$0.00	\$64.00	\$0.00	\$43.00	\$3.00	\$478.00
Driver Records	\$690.00	\$484.00	\$299.00	\$824.92	\$400.00	\$254.00	\$3,372.00	\$5,300.20
Investment Income	\$7,056.08	\$3,753.94	\$4,597.57	\$3,433.24	\$4,918.43	\$3,717.93	\$42,891.81	\$28,693.58
<b>Total</b>	<b>\$1,399,847.21</b>	<b>\$1,029,310.98</b>	<b>\$1,598,704.02</b>	<b>\$1,158,806.15</b>	<b>\$1,538,942.44</b>	<b>\$1,146,209.77</b>	<b>\$13,070,049.64</b>	<b>\$9,709,548.04</b>
<b>Expenditures:</b>								
State Agency Transfers	\$1,050,812.79	\$697,206.18	\$1,226,142.75	\$800,135.61	\$1,180,923.88	\$814,054.44	\$9,868,662.33	\$6,651,594.10
NIC	\$212,460.00	\$0.00	\$225,428.48	\$205,653.76	\$215,248.95	\$419,061.18	\$1,969,723.90	\$1,871,554.15
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$22,108.32	\$12,831.35	\$22,108.75	\$12,795.95	\$21,107.67	\$12,795.73	\$188,740.00	\$115,623.44
Misc. Expense	\$1,485.92	\$786.06	\$1,270.06	\$901.94	\$2,887.51	\$1,112.42	\$12,398.14	\$9,954.11
SRC Move	\$501,200.30	\$0.00	\$0.00	\$0.00	\$58,726.00	\$0.00	\$765,670.66	\$0.00
<b>Total</b>	<b>\$1,788,067.33</b>	<b>\$710,823.59</b>	<b>\$1,474,950.04</b>	<b>\$1,019,487.26</b>	<b>\$1,478,894.01</b>	<b>\$1,247,023.77</b>	<b>\$12,805,195.03</b>	<b>\$8,648,725.80</b>
<b>Net Increase (Decrease)</b>	<b>(\$388,220.12)</b>	<b>\$318,487.39</b>	<b>\$123,753.98</b>	<b>\$139,318.89</b>	<b>\$60,048.43</b>	<b>(\$100,814.00)</b>	<b>\$264,854.61</b>	<b>\$1,060,822.24</b>
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$61,130.00)
<b>Fund Balance</b>	<b>\$3,483,192.62</b>	<b>\$2,968,671.98</b>	<b>\$3,606,946.60</b>	<b>\$3,107,990.87</b>	<b>\$3,666,995.03</b>	<b>\$3,007,176.87</b>	<b>\$3,666,995.03</b>	<b>\$3,007,176.87</b>
Fund Balance-Local Agency	\$557.26	\$548.91	\$557.88	\$549.57	\$558.62	\$550.26	\$558.62	\$550.26
<b>Records Management Cash Fund Balance</b>	<b>\$3,483,749.88</b>	<b>\$2,969,220.89</b>	<b>\$3,607,504.48</b>	<b>\$3,108,540.44</b>	<b>\$3,667,553.65</b>	<b>\$3,007,727.13</b>	<b>\$3,667,553.65</b>	<b>\$3,007,727.13</b>

\*LB294 (2019) required \$61,130 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2021. The transfer was made on July 15, 2020.

## 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>
Banking and Finance, Department of	04/14/2022
Big Springs, Village of	04/06/2022
Cass County	04/21/2022
Crawford, City of	04/06/2022
Grant, City of	04/27/2022
Hyannis, Village of	03/21/2022

**Electronic Government Service Level Agreement  
with  
Nebraska Department of Banking and Finance**

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 Nebraska Department of Banking and Finance, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Nebraska Department of Banking and Finance, Director  
1526 K St #300  
Lincoln, Nebraska 68508  
Phone: (402) 471-2171  
Email: [kelly.lammers@nebraska.gov](mailto:kelly.lammers@nebraska.gov)

Mailing Address: Nebraska Interactive dba NIC Nebraska  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402-471-7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

Mailing Address: Nebraska State Records Board  
Secretary of State



1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the

Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. **SWIPE HARDWARE PROVISION AND SUPPORT**

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
- ii. Supply reports to the Partner in an understandable and logical format; and
- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

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

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile

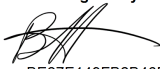
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
BE27E149FB2B46E...

3/17/2022

Brent Hoffman  
General Manager

Date

**Nebraska Department of Banking and Finance**

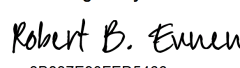
DocuSigned by:  
  
81A8ACE4898B41D

4/14/2022

Kelly Lammers  
Director

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E90FED5466...

4/14/2022

Secretary of State, Robert B Evnen  
Chairperson

Date

**Electronic Government Service Level Agreement  
with  
Village of Big Springs, 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 Big Springs, 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.

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5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	Village of Big Springs, Nebraska, Village Chairman, P.O. Box 132 403 Pine Street Big Springs, Nebraska 69122
Phone:	308-889-3324
Email:	<a href="mailto:bigsprings.ne.clerk@gmail.com">bigsprings.ne.clerk@gmail.com</a>

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



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

8. TERMINATION OF AGREEMENT –

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

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

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

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

- 9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
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- 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.

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

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


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

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

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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3/30/2022

Brent Hoffman  
General Manager

Date

**Village of Big Springs, Nebraska**

DocuSigned by:  
  
 EA6DA17E27244A9...

4/6/2022

Herman Kyrklund  
Village Chairman

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
 3B837E90FED5466...

4/6/2022

Secretary of State, Robert B Evnen  
Chairperson

Date

**Electronic Government Service Level Agreement  
with  
Cass 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 Cass County, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address:	Cass County, Nebraska, Board Chairman 346 Main St. Rm 202 Plattsmouth, Nebraska 68048
Phone:	402-296-9300
Email:	<a href="mailto:dist4comm@cassne.org">dist4comm@cassne.org</a>

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

Mailing Address:	Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300
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Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
- ii. Supply reports to the Partner in an understandable and logical format; and
- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

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

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile

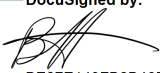
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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Brent Hoffman  
General Manager

4/14/2022  
Date

**Cass County, Nebraska**

DocuSigned by:  
  
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Dan Henry  
Board Chairman


4/14/2022  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E90FED5466...

Secretary of State, Robert B Evnen  
Chairperson

4/21/2022  
Date

 4/14/2022

**Electronic Government Service Level Agreement  
with  
City of Crawford, 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 Crawford, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address:	City of Crawford, Nebraska, Mayor 135 Elm Street Crawford, Nebraska 69339
Phone:	(308) 665-1462
Email:	<a href="mailto:cityclerk@bbc.net">cityclerk@bbc.net</a>

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

Mailing Address:	Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300
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Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. **SWIPE HARDWARE PROVISION AND SUPPORT**

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
- ii. Supply reports to the Partner in an understandable and logical format; and
- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

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

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile

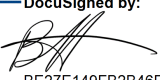
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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3/17/2022

Brent Hoffman  
General Manager

Date

**City of Crawford, Nebraska**

DocuSigned by:  
  
198A4B422243406...

3/21/2022

Connie Shell  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E90FED5406...

4/6/2022

Secretary of State, Robert B Evnen  
Chairperson

Date

**Electronic Government Service Level Agreement  
with  
City of Grant, 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 Grant, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: City of Grant, Nebraska, Mayor  
P.O. Box 614  
342 Central Avenue  
Grant, Nebraska 69140  
Phone: 308-352-2100  
Email: [grantmgr@gpcom.net](mailto:grantmgr@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](mailto:ne-general-manager@nicusa.com)

Mailing Address: Nebraska State Records Board  
Secretary of State



1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
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11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

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- ii. Supply reports to the Partner in an understandable and logical format; and
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- 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.
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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

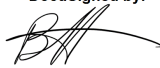
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- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

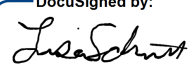
IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC  
Nebraska**

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

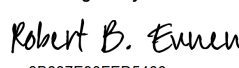
3/30/2022  
\_\_\_\_\_  
Date

**City of Grant, Nebraska**

DocuSigned by:  
  
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\_\_\_\_\_  
Lisa Schmitt  
Mayor

4/13/2022  
\_\_\_\_\_  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

4/27/2022  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Village of Hyannis, 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 Hyannis, Nebraska, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

1. **PURPOSE** – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
2. **APPLICATION SUPPORT**
  - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user’s technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner’s business processes, as well as the Partner’s rules and regulations, policies and procedures applicable to an addendum to this Agreement.
  - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
  - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
  - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: Village of Hyannis, Nebraska, Chairman  
P.O. Box 78 300 Main Ave.  
Hyannis, Nebraska 69350  
Phone: 308-458-2270  
Email: [hyannis69350@gmail.com](mailto:hyannis69350@gmail.com)

Mailing Address: Nebraska Interactive dba NIC Nebraska  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402-471-7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

Mailing Address: Nebraska State Records Board  
Secretary of State  
1445 K Street, Suite 2300



Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
- ii. Supply reports to the Partner in an understandable and logical format; and
- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

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

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement.
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile

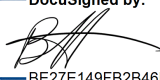
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section I thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be

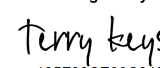
collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
BE27E149FB2B46E...  
3/17/2022  
Brent Hoffman  
General Manager  
Date

**Village of Hyannis, Nebraska**

DocuSigned by:  
  
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3/21/2022  
Terry Keys  
Chairman  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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3/21/2022  
Secretary of State, Robert B Evnen  
Chairperson  
Date

**Addendum Four to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Cass County, Nebraska , and the  
Nebraska State Records Board**

This Addendum Four ("Addendum") 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 Cass County, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Citizen Payment Processing for Cass County, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

Service	Cass County, 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

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

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 By: \_\_\_\_\_  
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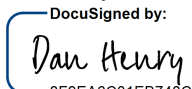
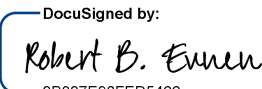
Date: 4/14/2022

General Manager – Brent Hoffman  
 Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
  
 By: \_\_\_\_\_  
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Date: 4/14/2022

Board Chairman - Dan Henry

Cass County, Nebraska  
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 By: \_\_\_\_\_  
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Date: 4/14/2022 4/21/2022

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

**State & Local List**  
**PayPort (Pin Debit) Payments Addenda**

Nebraska Interactive LLC submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are for the PayPort (Pin Debit) Payment online application provided by Nebraska Interactive LLC, and use the approved template. No action necessary.

**New PayPort Addenda**

**NSRB Chairman  
Signature**

Big Springs, Village of	Addendum 1	04/06/2022
Crawford, City of	Addendum 1	04/06/2022
Grant, City of	Addendum 1	04/06/2022
Hyannis, Village of	Addendum 1	03/21/2022
Kimball, City of	Addendum 2	04/20/2022



**Summary**  
**Nebraska State & Local Government**  
**Blanket Addendum**

**Project:** PayPort

This addendum covers all fees related to the collection of fees for PayPort.

**Current Process:**

PayPort is a service that was developed and has been in use by state and county government offices. Since this service was built so additional offices can be added at any time, a blanket addendum was approved by the Nebraska State Records Board.

**Project Overview/Proposal:**

New users since the last meeting include:

- Big Springs, Village of
- Crawford, City of
- Grant, City of
- Hyannis, Village of
- Kimball, City of

**Market Potential/Target Audience:**

The market potential for this service is anyone that needs to pay fees owed to local government. PayPort offers the option for people to use a credit card when making a payment.

**Information on what the fee presented is based upon:**

This is a service fee that is unique, in that other vendors are offering ways to collect online payments. In order to be competitive, we set a rate of 2.49% for credit cards and \$1.75 for ACH. A blanket addendum was approved by the Nebraska State Records Board.

**Anticipated volume of users of the application and what percentage of the total potential users is the anticipated volume:**

The anticipated volume is not easily predicted. This is not a mandatory service. There are other options available to the customer.

Services that can be paid using this system may include licenses, swimming pool passes, hall rental fees, utilities and motor vehicle titles.

**Expected rate of return over a period of time:**

The service continues to expand and offer new options. This involves continued development, testing and training. Customer service is always provided to the users.

The expected rate is not able to be estimated at this time. There are always fees that will be incurred with operating the online service.

**NI's investment in this application (any costs incurred):**

There was an initial investment to get the service ready to use. There is time spent to set up the service for new offices, including testing and training. There are additional, ongoing fees for running online applications such as customer service, security, back up servers, etc.

**NI's risk in providing this application:**

Anytime a transaction is completed online, there is a certain element of risk. NI provides the money to the partner, at times prior to receipt of that money. If there are any returns, NI has to research and gain those funds back from the partner.

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Big Springs, 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 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:** Payport for Village of Big Springs, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

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


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

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

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

- The Contractor purchases swipe devices of
- Partner purchases (1) FD-40 Swipe Device

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

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By:   
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Date: 3/30/2022

General Manager – Brent Hoffman

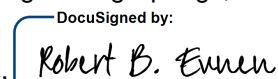
Nebraska Interactive, LLC dba NIC Nebraska

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Date: 4/6/2022

Village Chairman - Herman Kyrklund

Village of Big Springs, Nebraska

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Date: 4/6/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Crawford, 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 Crawford, 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 Crawford, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

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

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

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

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

- Not applicable

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

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Date: 3/17/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

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By:   
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Date: 3/21/2022

Mayor - Connie Shell

City of Crawford, Nebraska

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By:   
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Date: 4/6/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Grant, 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 Grant, 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 Grant, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

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

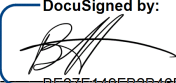
**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- The Partner purchases (2) FD-40 swipe devices

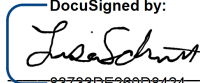
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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Date: 3/30/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

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 By: \_\_\_\_\_  
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Date: 4/13/2022

Mayor - Lisa Schmitt

City of Grant, Nebraska

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 By: \_\_\_\_\_  
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Date: 4/27/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Hyannis, 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 Hyannis, 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 Hyannis, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

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

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

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

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

- Not applicable

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

DocuSigned by:  
By:   
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General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

Date: 3/17/2022

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By:   
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Chairman - Terry Keys

Village of Hyannis, Nebraska

Date: 3/21/2022

DocuSigned by:  
By:   
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Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 3/21/2022

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

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and City of Kimball, 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 Kimball, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2022

Service	City of Kimball, 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):

The Contractor purchases (1) FD-40 swipe device

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

DocuSigned by:  
By:   
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Date: 4/13/2022

General Manager – Brent Hoffman  
Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
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Date: 4/20/2022

Mayor - Keith Prunty  
City of Kimball, Nebraska

DocuSigned by:  
By:   
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Date: 4/20/2022

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

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## **DMV DLS 24/7 Sobriety Program Permit PiD 975**

### **Nebraska Department of Motor Vehicles**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Natalie Erb

Date: 2/14/2022

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

On May 24, 2021, Governor Pete Ricketts signed LB 271 the “24/7 Sobriety Program Act,” (“Act”). The Act is codified at Neb. Rev. Stat. §§60-701 – 60-706 and has an operative date of July 1, 2022. The Act provides an alternative to incarceration for offenses that involve operating a motor vehicle under the influence of alcohol or other drugs. In such cases, the individual may petition the court for an order allowing the individual to apply for a 24/7 sobriety program permit (“SPP”). Following issuance of a court order, the individual may apply for the SPP. A SPP shall only be issued if the individual's operator's license has been revoked because of their offense. A person shall be eligible to be issued a SPP allowing operation of a motor vehicle if he or she is not subject to any other suspension, cancellation, required no-driving period, or period of revocation and has successfully completed the application for a SPP.

The purpose of this SOW is for the Contractor to add the SPP to the Department of Motor Vehicles (“DMV” or “Partner”) Driver’s License Service (“DLS”) System.

### Partner’s Executive Sponsor

Rhonda Lahm, Director

Email: [rhonda.lahm@nebraska.gov](mailto:rhonda.lahm@nebraska.gov)

Phone: 402-471-2670

### Partner’s Project Manager/Billing Contact

Lisa Wolfe - Administrative Specialist

Email: [lisa.wolfe@nebraska.gov](mailto:lisa.wolfe@nebraska.gov)

Phone: 402-471-2670

## 2. Project Overview

### 2.1 Objectives

The Contractor will add the “SPP to the DMV’s DLS System. An eligible individual will have the ability to apply for the SPP via the online DLS System. Additionally, the Contractor will add the SPP to other DLS interfaces that are affected by the new permit.

### 2.2 Scope

#### 2.2.1 Inclusions

2.2.1.1 Eligible individuals, or Users, will be allowed to obtain an initial SPP, and replacement SPP through the DMV’s DLS.

2.2.1.1.1 Users will be allowed to make payments for SPPs and initiate a change of address.



2.2.1.2 Eligible Users will be allowed to obtain an initial SPP, and replacement SPP through the DMV's Over-The-Counter ("OTC") payment system.

2.2.1.2.1 User will receive a temporary permit document at the time of the transaction.

2.2.1.3 Customers who receive batch files using the Driver Licenses Record Batch System will receive files that may include SPPs.

2.2.1.4 Customers who utilize the Driver License Record Search (Credit Card) System will have access to records which may include SPPs.

2.2.1.5 Customers who utilize the Driver License Record Search (Subscriber) System will have access to records which may include SPPs.

2.2.1.6 Customers who utilize the Driver License Record Batch Monitoring System will receive monitoring alerts for records which may include SPPs.

## 2.2.2 Exclusions

2.2.2.1 The Contractor will not manage or control eligibility for the SPP.

## 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 have been spent on the project to date to key stakeholders when requested.
- 2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in project status reports sent 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.
- 2.4.11 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 SOW 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/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 Initial Development

2.6.3 Internal Testing

2.6.4 Partner Testing

2.6.5 Deploy

## 3 Requirements

The following sections constitute 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 Department of Motor Vehicles, Director  
301 Centennial Mall South  
Lincoln, Nebraska 68509  
Email: [rhonda.lahm@nebraska.gov](mailto:rhonda.lahm@nebraska.gov)  
Phone: 402-471-2670

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

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

## 4.3 Termination of SOW

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

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

#### **4.4 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
DMV DLS 24/7 Sobriety Program Permit PiD 975	181 hours	\$110.00 ( <i>Initial Contract Period</i> )	\$ 19,910 <i>One-time fee</i>
Annual Maintenance	N/A	N/A	\$ 0.00/year

**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.
- No maintenance charge will be assessed.

[Remainder of page left blank]

[Signature page follows]

## 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:  
  
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4/13/2022

Brent Hoffman, General Manager

Date

### Nebraska Department of Motor Vehicles

DocuSigned by:  
  
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4/13/2022

Rhonda Lahm, Director

Date


### Nebraska State Records Board (NSRB)

DocuSigned by:  
  
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4/27/2022

Secretary of State Robert Evnen, Chairperson

Date

 4/13/2022

**PROJECT STATUS REVIEW  
(STATE) Q1 2022  
June 10, 2022**

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Accountability and Disclosure Commission</b>	<b>NADC Website Redesign</b>	01/03/2022	04/2022	Tier 2
1. Describe the project?	Redesign of agency website and migration to Meadowlark platform.			
2. What is the status of the project	We expect a launch in June.			
3. Was there any delay? If so, why?	We have reviewed submitted design and consider it to be generally satisfactory. NADC staff is currently preparing text and arranging links.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Frank Daley</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Administrative Office of the Courts</b>	<b>AOC Trial Court eBOE</b>	10/27/2021	04/2022	Tier 1
1. Describe the project?	Adding a new portal to Trial Court eFiling to allow Court Reporters to file specific documents with the Court electronically.			
2. What is the status of the project	Fully in Production, all features are available for use.			
3. Was there any delay? If so, why?	Yes. Previous development projects and the scope of rolling out an entirely new portal led to delays in the launch schedule. This was to be available by January 1, 2023, was partially available in mid-January and fully installed in April.			
4. Will it be launched within the next 90 days?	Already in Production.			
<b>Sherri Dennis</b> Called: Emailed: 05/11/2022 Response: 05/16/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Administrative Office of the Courts</b>	<b>AOC Trial eFiling eService</b>	01//03/2022	03/2022	Tier 1
1. Describe the project?	Due to Supreme Court Modernization Rules, we are upgrading the eService process within the Trial Court eFiling App. eService is used to provide parties on a case, copies of documents filed by others. We are upgrading the process to work more broadly and provide filers the ability to select who will receive eService and how.			
2. What is the status of the project	Currently in development, changes to front-facing and backend code is required, but can be worked separately. Front-facing changes that apply to manually entered data in the portal are in testing with the AOC, backend code that applies to web-services feeding into the portal are being documented for distribution to partners.			
3. Was there any delay? If so, why?	Yes. Previous development projects, marked as higher priority by the AOC, encountered delays which pushed the schedule for eService Enhancements back. Re-work and redesign of the application was needed for NIC to be able to develop the application to our requirements.			
4. Will it be launched within the next 90 days?	Front-facing code changes should be available in production within the next 90 days. We are currently assessing with NIC to determine the impact of backend code on Partner filers and what the best time frame for changes would be.			
<b>Sherri Dennis</b> Called: Emailed: 05/11/2022 Response: 05/16/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Administrative Office of the Courts</b>	<b>AOC Trial eFiling Non-Case Filing</b>	01/17/2022	04/2022	Tier 1
1. Describe the project?	Due to Supreme Court Modernization Rules, all filings by attorneys must now be submitted electronically with the court. This includes filings submitted to the court prior to a case being filed. To support these filings, we have developed a new process for attorneys to make limited, specific, Non-Case Filings on certain case types.			
2. What is the status of the project	Schedule for Production deployment on 5/17/2022.			
3. Was there any delay? If so, why?	Yes. Previous development projects, marked as higher priority by the AOC, encountered delays which pushed the schedule for Non-Case Filing back.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Sherri Dennis</b> Called: Emailed: 05/11/2022 Response: 05/16/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
<b>Administrative Office of the Courts</b>	<b>AOC Trial eFiling Single Party</b>	02/01/2022	04/2022	Tier 1
1. Describe the project?	Modification of Trial Court eFiling to duplicate existing functionality to allow for new single-party cases to be filed in the District Court. This change will be specific to new subtypes and not applied globally.			
2. What is the status of the project	Upgrade to the functionality is available to our TEST environment.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	This is possible.			
<b>Sherri Dennis</b> Called: Emailed: 05/11/2022 Response: 05/16/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Agriculture, Department of</b>	<b>NDA Quarterly Reporting Wheat Fee Increase</b>	3/10/2022	04/2022	Tier 3
1. Describe the project?	The wheat checkoff fee increased from \$.004 to \$.005 per bushel on February 20, 2022. We needed to change the application to accept this new fee.			
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?	Yes.			
<b>Linda Taylor/Julie Kortus</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Agriculture, Department of	NDA FFAL Tonnage Fee and Code Change	3/02/2022	07/2022	Tier 2
1. Describe the project?	The feed tonnage fee is changing from \$.06 to \$.065 per ton. Tonnage is reported twice a year. We also needed to add an additional fertilizer tonnage code 617 – Fish Scrap.			
2. What is the status of the project	In progress – NDA is testing.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Linda Taylor/Julie Kortus</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Electrical Division</b>	<b>SED Contractor Homeowner/ Contractor Permit Disbursement Changes</b>	02/17/2022	04/2022	Tier 3
1. Describe the project:	Set up the permits that are done online to be able to use electronic checks.			
2. What is the status of the project?	They are currently working on it, and they have told me within the next few weeks this will be ready for testing.			
3. Was there any delay? If so, why?	Actually, this was part of what was agreed upon last October when the Board approved the electronic payments for online permits and this part for the electronic check was left out when we rolled out the Board approved electronic permit payment in April.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Craig Thelen</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est. Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Health &amp; Human Services, Department of</b>	<b>Elder Justice Training Registration</b>	04/06/2022	06/2022	Tier 2
1. Describe the project?	The project is a registration form for an online training that we hold every year at the State Unit on Aging called the Elder Justice Training. We work with Nebraska Interactive to provide an online registration form for individuals to register for the training.			
2. What is the status of the project	The project is in process, the training does not occur until August 10th, and we are planning to make the registration form active on July 1st. I am currently waiting on information on my end to provide to Nebraska Interactive to update the form before the July 1st date.			
3. Was there any delay? If so, why?	There has not been any delay. I have been working with Freddy Pika who has been very helpful. We have worked on this particular registration form in the past but had a few different questions we wanted to ask this year and he met with me and explained the process and everything he needs to make those changes.			
4. Will it be launched within the next 90 days?	Like I said we are most of the way updated, just waiting on a few specific details for the form. It should be launched on July 1 <sup>st</sup> , so within the next 90 days.			
<b>Antonio Carranza</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Insurance, Department of	DOI Medical Malpractice Renewals	02/15/2018	04/2022	Tier 2
1. Describe the project?	Department of Insurance Medical Malpractice Renewal Application.			
2. What is the status of the project	In progress.			
3. Was there any delay? If so, why?	Still working through bugs that were identified during testing. Some bugs have been fixed and some are still being worked out.			
4. Will it be launched within the next 90 days?	Proposed launch date – 2 <sup>nd</sup> quarter of 2022.			
<b>Connie Van Slyke</b> Called: Emailed: 05/11/2022 Response: 05/16/2022				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Insurance Department of</b>	<b>DOI Payment Portal (AE)</b>	01/03/2022	06/2022	Tier 2
1. Describe the project?	Create an online portal for company application, renewal, and payment submissions. Currently all company applications and renewals are received in the department via hard copy with a check. The creation of this portal will allow for online submission and electronic payments.			
2. What is the status of the project	Phase I (renewals) should be ready to go live next week. We are anticipating Phases II and III will go live around July 1.			
3. Was there any delay? If so, why?	Once the contract was signed the only delay was on our part with the testing. It was available for testing during one of our busiest times and we were not able to get to it right away.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Kristy Hadden</b> Called: Emailed: 05/11/2022 Response: 05/12/2022				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>Motor Vehicles, Department of</b>	<b>DMV DLS Data Forms</b>	3/18/2017	06/2022	Tier 2
1. Describe the project?	An online application form for Driver Licensing Services that is tied to an appointment system. The form can then be uploaded to the mainframe to eliminate the need for driver licensing staff to enter that information.			
2. What is the status of the project	Set to pilot on June 8, 2022 at the Metro West Driver Licensing Office.			
3. Was there any delay? If so, why?	Many, but due to other higher priority projects at the DMV. NIC did not delay the project.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Sara O'Rourke</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Motor Vehicles, Department of	DMV 24/7 Permit (SPP)	04/15/2022	07/2022	Tier 2
1. Describe the project?	Legislatively required changes to add a new permit effective 07/01/2022 – Sobriety Program Permit (SPP).			
2. What is the status of the project	Currently in development and testing phase.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Lisa Wolfe</b> Called: Emailed: 05/11/2022 Response: 05/11/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	NSP Apt Calendar Reason Fingerprinted FBI Mandate Updates	02/17/2022	06/2022	Tier 2
1. Describe the project?	The FBI submission processing changes require numerous RFP (Reason Fingerprinted) changes to the Nebraska AFIS submissions. Due to FBI mandated changes in integrating Nebraska systems, these changes must be made throughout multiple systems, including the NSP online Appointment Calendar System.			
2. What is the status of the project	In progress.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Jeff Avey</b> Called: Emailed: 05/11/2022 Response: 05/19/2022				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Est Month Completion</u></b>	<b><u>Priority Status</u></b>
<b>State Patrol</b>	<b>NSP Appointment Calendar Remove Fees for Daycare</b>	04/07/2022	06/2022	Tier 2
1. Describe the project?	Due to DHHS grant funding available, the child care applicant fee has been waived for the applicant.			
2. What is the status of the project	Launched on May 16, at 7:30 a.m.			
3. Was there any delay? If so, why?	None.			
4. Will it be launched within the next 90 days?	Launched and implemented.			
<b>Jeff Avey</b> Called: Emailed: 05/11/2022 Response: 05/19/2022				

**PROJECT STATUS REVIEW**  
**COUNTY Q1 2022**  
 June 10, 2022

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Bellevue City</b>	<b>Bellevue City Permits and Inspections</b>	05/26/2021	05/2022	Tier 2
1. Describe the project?	To allow online permitting and to be able to pay for it at the time of application online.			
2. What is the status of the project				
3. Was there any delay? If so why?	There were no delays, and we are ready to test it on our end.			
4. Will it be launched within the next 90 days?	Full launch within the next 90 days.			
Mike Christensen/ Theresa Martin Called: Emailed: 05/11/2022 Response: 05/12/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Big Springs Village</b>	<b>PayPort</b>	03/29/2022	05/2022	Tier 2
1. Describe the project?				
2. What is the status of the project	Service up and running on May 9, 2022. We will be launching the Village of Big Springs Official Municipal Website by June 1, 2022, which will include online pay. We are confident that the NIC system will work without any glitches. Customer support is excellent!			
3. Was there any delay? If so why?	No.			
4. Will it be launched within the next 90 days?	Service up and running on May 9, 2022. We will be launching the Village of Big Springs Official Municipal Website on June 1, 2022, which will include online pay. We are confident that the NIC system will work without any glitches. Customer support is excellent!			
Bigsprings.ne.clerk@gmail.com Called: Emailed: 05/11/2022 Response: 5/18/2022				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
<b>Cass County 20</b>	<b>Zoning Permits (CCP Only)</b>	08/03/2021	05/2022	Tier 2
1. Describe the project?	This is a new system for our permits and zoning. SmartGov.			
2. What is the status of the project	We are currently working with Kyle and Alex to get the system set up the way we want it to be. They are working on trying to make the process more user friendly for our needs			
3. Was there any delay? If so, why?	There were a few. Workload here has made it hard for us to get into the system and analyze the needed changes. We have also been through several PM's over the course of the implementation.			
4. Will it be launched within the next 90 days?	I think the current "go live" date is at the beginning of June.			
lindab@cassne.org Called: Emailed: 05/11/2022 Response: 05/12/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Crawford City	PayPort	03/03/2022	04/2022	Tier 2
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so why?				
4. Will it be launched within the next 90 days?				
<a href="mailto:Cityclerk@bbc.net">Cityclerk@bbc.net</a> Called: Emailed: 05/11/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Grant City	Payport	03/29/2022	05/2022	Tier 2
1. Describe the project?	The City of Grant needed a card processing solution to better serve our residents and to bring us into the 21 <sup>st</sup> Century. We were finding it increasingly difficult to find parts and/or replacements for our manual cash registers and the citizens really wanted to have a card option whether it be over the counter or online.			
2. What is the status of the project	The project is complete, we are just working on inputting the necessary items in the correct locations.			
3. Was there any delay? If so, why?	We experienced no delay and were very impressed with NIC.			
4. Will it be launched within the next 90 days?	We expect to go live with Over the Counter processing by the end of the month and online within the next 45 days.			
<a href="mailto:treas@gpcom.net">treas@gpcom.net</a> Called: Emailed: 05/11/2022 Response: 5/11/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Kimball City	Payport	06/14/2021	04/2022	Tier 2
1. Describe the project?	FD-40 Credit/ Debit Card Swipe.			
2. What is the status of the project	Up and running.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?				
<a href="mailto:jklassen@kimballne.org">jklassen@kimballne.org</a> Called: Emailed: 05/11/2022 Response: 05/17/2022				

## TITLE 431 - STATE RECORDS BOARD

### Chapter 1 - STATE RECORDS BOARD ~~ORGANIZATION~~ MEETINGS

~~001 Members. The State Records Board shall consist of the State Records Administrator, the Governor, the Attorney General, the Auditor of Public Accounts, the Chairman of the Judicial Council, the Clerk of the Legislature, the Director of Administrative Services, the Director of the Nebraska State Historical Society, the State Archivist, and the Director of the Records Management program, or their personally designated representatives.~~

~~002 Officers. The State Records Administrator shall be the Chairman of the Board. The Director of the Records Management program shall be the Secretary to the Board.~~

~~003 Meeting Schedule. The Board shall convene upon call by the State Records Administrator. Such meetings shall be called as frequently as necessary to perform the duties of the Board and not less than once every three months.~~

~~004 Quorum and Board Action. A majority of the members shall constitute a quorum and no meeting shall be held with less than a quorum present. No action shall be taken by less than a majority of members present and voting.~~

~~005 Definitions. The definitions found in the Rules and Regulations of the State Records Administrator shall define the terms in these rules.~~

001. MEETINGS. The State Records Board will convene upon call by the Administrator. Meetings will be called at least quarterly unless there is no business for consideration by the State Records Board.

*Neb. Rev. Stat. §§84-1204 and 84-1216*

# TITLE 431 - STATE RECORDS BOARD

## Chapter 2 - PRACTICE AND PROCEDURE OF THE STATE RECORDS BOARD

### 001—Petitions

~~001.01 All petitions directed to the Board shall be sent to and received by the Administrator as Chairman of the Board.~~

~~001.02 All petitions directed to the Board and received by the Administrator shall be referred to the Board at its next regular or special meeting, which shall be called within thirty days after receipt of the petition by the Administrator.~~

~~001.03 All petitions directed to the Board shall state the venue, the specific subject matter, and the names of the petitioner and respondent; shall clearly and concisely set forth all material facts in the matter, plus a statement of the type of relief or type of determination which is sought by the petitioner; and shall be signed by the petitioner.~~

### 002—Contested Cases

~~002.01 The State Archivist may petition the Board for the right to transfer to the State Archives material of historical significance which is in jeopardy of destruction or deterioration. The State Archivist shall be the petitioner and the custodian the historical material shall be the respondent.~~

### 003—Hearing

~~003.01 Except in contested cases, if the Board determines that a hearing is not necessary to answer a petition, that petition may be dismissed or answered without a formal hearing.~~

~~003.02 If the Board determines that a hearing is necessary, notice of such hearing shall be made by serving upon the respondent a copy of the petition and the date and place of hearing, and upon the petitioner the date and place of the hearing.~~

~~003.03 Evidence which is admissible in civil actions under the Revised Statutes of Nebraska is admissible before the Board. The Board is not bound to follow the technical rules of evidence, unless request is made pursuant to Section 84-914, R.R.S. 1943, but the record shall be supported by evidence which possesses probative value commonly accepted by reasonable men in the conduct of their affairs.~~

~~003.04 Opening statements and oral arguments may be permitted by the Board in its discretion.~~

~~004—Declaratory Ruling~~

~~004.01 A petition for a declaratory ruling may be filed by any interested person with respect to the applicability to any person, property, or state of facts of any rule or statute enforceable by the Board.~~

~~004.02 The interested person shall be the petitioner and the Board shall be the respondent.~~

~~004.03 Within thirty days after considering the petition, the Board shall issue any ruling deemed necessary and proper, or shall state that it will not issue a ruling.~~

~~005—Promulgation, Amendment or Repeal of Rules~~

~~005.01 A petition for the promulgation, amendment or repeal of any rule subject to the authority or jurisdiction of the Board may be filed by an interested person~~

~~005.02 The interested person shall be the petitioner and the Board shall be the respondent.~~

~~005.03 Within thirty days after considering the petition, the Board shall take any action deemed necessary and proper.~~

001. NEGOTIATED RULEMAKING. This section establishes the rules and regulations to petition for negotiated rulemaking on controversial issues under the jurisdiction of the State Records Board.

001.01 The State Records Board hereby adopts the model rules of procedures for negotiated rulemaking promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53 *Nebraska Administrative Code*, Chapter 1, “Model Procedures for Negotiated Rulemaking,” including any amendments thereto.

002. PETITION FOR RULEMAKING. This section establishes the rules and regulations for a person or entity to petition for rulemaking to promulgate, amend, or repeal a rule or regulation regarding matters under the jurisdiction of the State Records Board.

002.01 The State Records Board hereby adopts the model rules of procedures for petitioning for rulemaking promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 2, “Petitioning for Rulemaking,” including any amendments thereto.

003. AGENCY DECLARATORY ORDERS. This section establishes the rules and regulations for a person seeking the issuance of a declaratory order regarding matters under the jurisdiction of the State Records Board.

003.01 The State Records Board hereby adopts the model rules of procedures for declaratory orders promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 3, “Model Regulations and Procedures Governing Agency Declaratory Orders,” including any amendments thereto.

004. HEARINGS IN CONTESTED CASES BEFORE THE AGENCY. This section establishes the rules and regulations for hearings to determine the legal rights, duties, or privileges of specific parties when required by law or constitutional right on matters under the jurisdiction of the State Records Board.

004.01 The State Records Board hereby adopts the model rules of procedures for contested case hearings promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 4, “Rules of Practice and Procedure for Hearings in Contested Cases Before an Agency,” including any amendments thereto.

*Neb. Rev. Stat. §§ 84-1216 and 84-909.01*



# NEBRASKA ADMINISTRATIVE CODE

## TITLE 53, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 1 NEBRASKA DEPARTMENT OF JUSTICE

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### Model Procedures For Negotiated Rulemaking

Issue Date: 07/25/94

## **TITLE 53      MODEL RULES OF AGENCY PROCEDURE**

### **CHAPTER 1      MODEL PROCEDURES FOR NEGOTIATED RULEMAKING**

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Definitions	§ 84-901; 1994 Neb. Laws LB 446, §§ 3, 15	003
Establishment Of A Negotiated Rulemaking Committee; Criteria	1994 Neb. Laws LB 446, §§ 4, 15	004
Establishment Of A Negotiated Rulemaking Committee; Procedure	1994 Neb. Laws LB 446, §§ 7, 15	008
Facilitators; Selection; Duties	1994 Neb. Laws LB 446, §§ 10, 15	011



<b>Subject of Title</b>	<b>Statutory Authority</b>	<b>Code Section</b>
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Negotiated Rulemaking; Generally	1994 Neb. Laws LB 446, §§ 2, 15	002
Negotiated Rulemaking Committee; Expenses	1994 Neb. Laws LB 446, §§ 11, 15	012
Negotiated Rulemaking Committee; Judicial Review	1994 Neb. Laws LB 446, §§ 12, 15	015
Negotiated Rulemaking Committee; Membership	1994 Neb. Laws LB 446, §§ 4, 8, 15	009
Negotiated Rulemaking Committee; Operation	1994 Neb. Laws LB 446, §§ 9, 15	010
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Petitions For Use Of Negotiated Rulemaking Committee	1994 Neb. Laws LB 446, §§ 5, 15	006

## **TITLE 53      MODEL RULES OF AGENCY PROCEDURE**

### **CHAPTER 1      MODEL PROCEDURES FOR NEGOTIATED RULEMAKING**

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Negotiated Rulemaking Committee; Operation Facilitators; Selection; 1994 Neb. Laws Duties	1994 Neb. Laws LB 446, §§ 9, 15	010
	LB 446, §§ 10, 15	011
Negotiated Rulemaking Committee; Expenses Grants Or Gifts	1994 Neb. Laws LB 446, §§ 11, 15	012
	1994 Neb. Laws LB 446, §§ 11, 15	013
Negotiated Rulemaking Committee; Termination	1994 Neb. Laws LB 446, §§ 7, 15	014
Negotiated Rulemaking Committee; Judicial Review	1994 Neb. Laws LB 446, §§ 12, 15	015

# NEBRASKA ADMINISTRATIVE CODE

## Title 53      Model Rules of Agency Procedure      Chapter 1

### CHAPTER 1 MODEL PROCEDURES FOR NEGOTIATED RULEMAKING

#### 001

##### **Application of these Model Rules.**

Pursuant to Neb. Laws 1994, LB 446, the Attorney General shall promulgate model rules of procedure appropriate for use by as many agencies as possible. For rules of procedure adopted on or after August 1, 1994, each agency shall adopt as many of the model rules as is practicable under the circumstances. Agencies may adopt regulations which vary from the model rules; however, any agency adopting a rule of procedure that differs from the model rule shall include in the agency's explanatory statement the reasons why the relevant portions of the Attorney General's model rules are impracticable under the circumstances.

#### 002

##### **Negotiated rulemaking generally.**

The purpose of these regulations is to establish a framework for the conduct of negotiated rulemaking consistent with the Administrative Procedure Act and the Negotiated Rulemaking Act. The negotiated rulemaking process can be used by state agencies, whenever appropriate, to resolve controversial issues prior to the commencement of formal rulemaking. Negotiated rulemaking is not a substitute for the requirements of the Administrative Procedure Act, but may be used as a supplemental procedure to permit the direct participation of affected interests in the development of new rules or the amendment or repeal of existing rules. The negotiated rulemaking process also does not preclude other agency efforts or processes designed to reach consensus with affected or interested persons concerning the content of rules or regulations. A consensus agreement on a proposed rule reached by a negotiated rulemaking committee may be modified by the agency as a result of a subsequent formal rulemaking process.

#### 003

##### **Definitions.**

For purposes of this Chapter of these model procedural rules:

**003.01**      **APA** shall mean the Administrative Procedure Act, *Neb. Rev. Stat. §§ 84-901 through 84-920* (1987, Cum. Supp. 1992, Supp. 1993).

**003.02**      **Agency** shall mean that board, commission, department, officer,

division or other administrative office or unit of state government authorized by law to make rules and regulations which is promulgating these procedural rules. **Agency** shall not include those entities exempted in *Neb. Rev. Stat. § 84-901 (1)*.

- 003.03** **Agency Director** shall mean the chief officer in charge of the department, division, other administrative office or unit of state government which is promulgating these procedural rules. If appropriate, **Agency Director** shall mean the governing board or the commission of state government which is promulgating these procedural rules.
- 003.04** **Consensus** shall mean unanimous concurrence among the interests represented on a negotiated rulemaking committee unless the committee agrees upon another specified definition.
- 003.05** **Convenor** shall mean a person who impartially assists an agency in determining whether establishment of a negotiated rulemaking committee is feasible and appropriate for a particular rulemaking procedure.
- 003.06** **Facilitator** shall mean a person who impartially aids in the discussion and negotiations among the members of a negotiated rulemaking committee to develop a proposed rule. A facilitator shall not have decisionmaking authority.
- 003.07** **Interest** shall mean, with respect to an issue or matter, multiple parties that have a similar point of view or that are likely to be affected in a similar manner.
- 003.08** **Negotiated rulemaking** shall mean rulemaking through the use of a negotiated rulemaking committee.
- 003.09** **Negotiated rulemaking committee** or **committee** shall mean an advisory committee established to consider and discuss issues for the purpose of reaching a consensus in the development of a proposed rule.
- 003.10** **Person** shall mean an individual, partnership, limited liability company, corporation, association, governmental subdivision, agency, or public or private organization of any character.
- 003.11** **Rule** or **regulation** shall mean any rule, regulation, or standard issued by an agency, including the amendment or repeal thereof whether with or without prior hearing and designed to implement,

interpret, or make specific the law enforced or administered by it or governing its organization or procedure, but not including rules and regulations concerning the internal management of the agency not affecting private rights, private interests, or procedures available to the public and not including permits, certificates of public convenience and necessity, franchises, rate orders and rate tariffs, and any rules of interpretation thereof, and for the purpose of the APA, every rule and regulation which shall prescribe a penalty shall be presumed to have general applicability or to affect private rights and interests.

#### **004**

##### **Establishment of a Negotiated Rulemaking Committee; criteria.**

An agency may establish a negotiated rulemaking committee to negotiate and develop a proposed rule if the agency director determines that the use of the negotiated rulemaking procedure is in the public interest. In making that determination, the agency director shall consider whether:

- 004.01**      There is a need for the rule.
- 004.02**      There are a limited number of identifiable interests that will be significantly affected by the rule.
- 004.03**      There is a reasonable likelihood that a committee can be convened with a balanced representation of persons who:
  - 004.03A**      Can adequately represent the interests identified; and
  - 004.03B**      Are willing to negotiate in good faith to reach a consensus on the proposed rule.
- 004.04**      There is a reasonable likelihood that a committee will reach a consensus on the proposed rule within a fixed period of time.
- 004.05**      The negotiated rulemaking procedure will not unreasonably delay the notice of proposed formal rulemaking and the issuance of the final rule pursuant to the APA.
- 004.06**      The agency has adequate resources and is willing to commit those resources, including technical assistance, to the committee.
- 004.07**      The agency, to the maximum extent possible consistent with the legal obligations of the agency, will use the consensus of the committee as the basis of the rule proposed by the agency in the formal rulemaking process of the APA.



## 005

### Convenors; selection; duties.

An agency, at the discretion of the agency director, may use the services of a convenor.

**005.01** An agency may employ or contract for an organization or an individual to serve as a convenor, or may use the services of a state employee to act as a convenor. A convenor shall not have a financial or other interest that would preclude him or her from serving in an impartial and independent manner. An agency shall determine whether a person under consideration as a convenor has such an interest. A person disqualified under this criterion shall be dropped from further consideration.

**005.02** The convenor may assist the agency in making the determination of need for a negotiated rulemaking process discussed in section 004 above. The convenor may also assist the agency in:

**005.02A** Identifying persons who will be significantly affected by a proposed rule.

**005.02B** Conducting discussions with affected persons on the issues of concern and ascertaining whether the establishment of a negotiated rulemaking committee is feasible and appropriate for the particular rulemaking.

**005.03** The convenor shall report findings and make recommendations to the agency. Upon request of the agency, the convenor shall ascertain the names of persons who are willing and qualified to represent the interests that will be significantly affected by the proposed rule. That report by the convenor and any recommendations of the convenor shall be public records and made available to the public for review upon request.

## 006

### Petitions for the use of a negotiated rulemaking committee.

Any person may petition an agency to request the use of a negotiated rulemaking committee in the development or revision of a rule, as provided below.

**006.01** A negotiated rulemaking process may be requested on any topic appropriate for a rule or regulation by the agency.

**006.01A** A negotiated rulemaking process may be requested only to

develop or revise rules which carry out statutes that are within the authority of the agency to implement.

**006.01B** A negotiated rulemaking process may not be requested to develop a rule or regulation to vary or change the specific terms of a statute.

**006.01C** A negotiated rulemaking process may not be requested to negotiate a rule on a matter which is not within the definition of a rule or regulation as set forth in subsection 003.11 above.

**006.02** A request for the use of a negotiated rulemaking procedure shall be made by a petition that meets the requirements of form set out in this subsection. In the event that it does not, the agency may refuse to accept it.

**006.02A** A petition may be in the form of a pleading that contains a caption, heading, and name as set forth on Attachment 1, which is attached to these model rules and made a part of them by reference.

**006.02B** A petition may also be made in the form of a letter so long as the letter contains all of the information required by these regulations and is clearly delineated as a petition for negotiated rulemaking.

**006.02C** All petitions must be on white, letter sized paper (8 1/2 by 11) of standard weight.

**006.02D** Petitions must be legible, and may be typewritten, photostatically reproduced, printed, or handwritten. If handwritten, petitions must be in ink. Only one side of a page of a petition shall contain any writing.

**006.02E** Any documents that are intended to accompany a petition shall be securely fastened, clearly marked as attachments to the petition, and meet the other requirements of this section as to size, print and legibility.

**006.03** A petition for a negotiated rulemaking procedure shall meet the following requirements for content and substance. In the event that it does not, the agency may refuse to accept it.

**006.03A** The petition must identify the general subject matter about

which the negotiated rulemaking procedure is requested, including the statutes or legislative bill(s) which provide authority for the desired regulation, and, if amendments to existing regulations are sought, identification of the regulations by title, chapter and name.

- 006.03B** The petition must identify the specific issue(s) proposed for inclusion in the negotiated rulemaking process.
- 006.03C** The petition must discuss the facts surrounding each problem or issue proposed for inclusion in the negotiated rulemaking process.
- 006.03D** The petition must discuss why a negotiated rulemaking process is in the public interest, including information on each of the criteria set out in subsections 004.01 through 004.05 above. The petition may also include information on the criteria included in subsections 004.06 and 004.07 above, to the extent such information is available to the petitioner. The petitioner may also submit such other information as may assist the agency in making a decision.
- 006.03E** The petition must identify persons who will be significantly affected by any rule which might result from the proposed negotiated rulemaking process, to the extent known by the petitioner. The petitioner may also suggest the names of persons who are willing and qualified to represent the interests that will be significantly affected by the negotiated rulemaking process and the proposed rule.
- 006.04** A petition for a negotiated rulemaking process shall be filed with the agency director. Filing may be made by personal delivery during regular agency office hours or by mail.
- 006.05** Upon the filing of a petition for a negotiated rulemaking procedure, the agency director may designate an agency employee or use the services of a convenor to recommend to the agency director whether a negotiated rulemaking process should be initiated.
- 006.06** With sixty (60) days after submission of a petition for a negotiated rule making procedure, the agency shall:
  - 006.06A** Deny the petition in writing, stating the reason(s) for denial;  
or

**006.06B** Initiate the negotiated rulemaking process as provided in these rules.

**006.07** The decision of the agency with respect to a petition for a negotiated rule making procedure may be made in the form of a pleading or a letter clearly designated as the decision on the petition. The petitioner shall be served with a copy of the agency's final decision by certified mail, return receipt requested.

**006.08** A decision by the agency with respect to a petition for a negotiated rulemaking procedure is not subject to judicial review, although nothing herein shall bar a judicial review if such is otherwise provided by law.

## **007**

### **Notice of a Negotiated Rulemaking Committee; Comment; Applications for Membership.**

If an agency decides to go forward with the establishment of a negotiated rulemaking committee, the agency shall proceed with the following process.

**007.01** The agency shall give notice to the Secretary of State, publish notice in a newspaper having general circulation in the state, and, as appropriate, publish notice in other newspapers and publications. The notice shall include:

**007.01A** An announcement that the agency intends to establish a negotiated rulemaking committee to negotiate and develop a proposed rule.

**007.01B** A description of the subject and scope of the rule to be developed and the issues to be considered.

**007.01C** A list of interests likely to be significantly affected by the proposed rule.

**007.01D** A list of the persons proposed to represent the affected interests and the agency.

**007.01E** A proposed schedule for completing the work of the committee.

**007.01F** An explanation of how a person may apply for or nominate another person for membership on the committee.

**007.02** Persons interested in making comments upon the formation of a particular proposed negotiated rulemaking committee shall have thirty (30) days from the date of publication of the notice concerning that committee to do so. Such comments shall be in writing, and shall either be personally delivered to the agency or mailed to the agency at its business office.

**007.03** Persons interested in applying for membership on a particular proposed negotiated rulemaking committee or in nominating other persons for such membership shall have thirty (30) days from the date of publication of the notice concerning that committee to do so. Persons making application for membership or nominations for membership shall do so on Attachment 2 which is attached to these regulations and made a part of these regulations by reference, and which shall be provided by the agency. Persons making application for membership or nominations for membership may also do so by letter, so long as the letter contains all of the information set out in Attachment 2 and is clearly delineated as an application or nomination for membership on a specific negotiated rulemaking committee.

## **008**

### **Establishment of a Negotiated Rulemaking Committee; Procedure.**

After publication of notice and termination of the comment and membership application period, the agency will consider the comments and membership applications for a particular negotiated rulemaking committee and determine whether such a committee can adequately represent the interests of the persons that will be significantly affected by a proposed rule, and whether such a committee is feasible and appropriate in the particular rulemaking. In making the final determination as to creation of a negotiated rulemaking committee, the agency may use the services of a convener as set out in Section 005 above. In making the final determination as to creation of a negotiated rulemaking committee, this agency and its agency director will apply the criteria set out in 004 above.

**008.01** If, after such a determination, the agency decides that a negotiated rulemaking procedure is feasible, it shall establish a negotiated rulemaking committee as provided in these regulations. The committee will negotiate issues and develop proposed rules for use by the agency in formal rulemaking.

**008.02** If, after such a determination, the agency decides not to establish a negotiated rulemaking committee, the agency shall:

**008.02A** Notify the persons who commented on, applied for

membership on or nominated persons for membership on the particular negotiated rulemaking committee of the reasons for the decision not to establish such a committee.

- 008.02B** Publish notice of the decision not to establish the particular negotiated rulemaking committee in a newspaper having general circulation in the state, and, as appropriate, in other newspapers and publications.

## **009**

### **Negotiated Rulemaking Committee; membership.**

All members of a negotiated rulemaking committee shall participate in the deliberations of the committee with the same rights and responsibilities as other members.

- 009.01** Members of a negotiated rulemaking committee may include:
- 009.01A** A person designated by the agency to represent the agency. This person shall be authorized to fully represent the agency in the discussions and negotiations of the committee.
  - 009.01B** Persons selected by the agency as willing and qualified to represent the interests that will be significantly affected by the proposed rule.
  - 009.01C** Persons contacted and recruited by the negotiated rulemaking committee itself by consensus as essential to the success of the negotiated rulemaking process.
  - 009.01D** Persons selected by the negotiated rulemaking committee by consensus upon committee review of a petition for membership or nomination as set out in subsection 009.02 below.
- 009.02** Persons who will be significantly affected by a proposed rule and who believe that their interests will not be adequately represented by any person on a negotiated rulemaking committee may petition for or nominate another person for membership on the negotiated rulemaking committee.
- 009.02A** Each petition or nomination for committee membership shall be in writing and be submitted to the negotiated rulemaking committee by delivering or mailing the same to the agency. All such petitions or nominations shall include:

- 009.02A1** Identification of the applicable negotiated rulemaking proceeding.
- 009.02A2** The name of the petitioner or nominee, and a description of the interests the person represents.
- 009.02A3** Evidence that the petitioner or nominee is authorized to represent parties related to the interests the person proposes to represent.
- 009.02A4** A written commitment that the petitioner or nominee will actively participate in good faith in the development of the rule under consideration.
- 009.02A5** An explanation of reasons that the persons already on the negotiated rulemaking committee do not adequately represent the interests of the person submitting the petition or nomination.

009.02B Persons wishing to file such a petition for membership or nomination to a negotiated rulemaking committee may use the form attached hereto as Attachment 3. Attachment 3 is made a part of these regulations by reference. Persons wishing to file such a petition for membership or nomination to a negotiated rulemaking committee may also do so by letter, provided that the letter contains the information set forth above.

**009.02C** Upon receiving a petition for membership or nomination to a particular negotiated rulemaking committee, the committee in question shall decide, by consensus at its next meeting, whether or not to expand its membership.

## **010**

### **Negotiated rulemaking committee; operation.**

A negotiated rulemaking committee established under these rules shall consider the matter proposed by the agency for consideration and shall attempt to reach consensus concerning a proposed rule and any other matter the committee determines is relevant to the proposed rule.

**010.01** A negotiated rulemaking committee may adopt procedures or ground rules for the operation of the committee consistent with these rules and the pertinent Nebraska statutes.

**010.02** The agency shall provide appropriate administrative support to a negotiated rulemaking committee including technical assistance

and support.

- 010.03** The person representing the agency on a negotiated rulemaking committee shall participate in the deliberations of the committee with the same rights and responsibilities as other members of the committee and shall be authorized to fully represent the agency in the discussions and negotiations of the committee.
- 010.04** If a negotiated rule making committee achieves consensus on a proposed rule at the conclusion of the negotiations, the committee shall transmit to the agency a report containing the proposed rule.
- 010.05** If a negotiated rulemaking committee does not reach a consensus on the proposed rule, the committee shall transmit to the agency a report specifying areas in which the committee reached consensus and the issues that remain unresolved. The committee may include in the report any other information, recommendations, or materials that the committee considers appropriate. Any member of the committee may include as an addendum to the report additional information, recommendations or materials.

## **011**

### **Facilitators; selection; duties.**

A facilitator shall be selected to assist a negotiated rulemaking committee with its duties.

- 011.01** The agency may nominate a person to serve as a facilitator for the negotiations of a negotiated rulemaking committee, subject to the approval of the committee by consensus. If the committee does not approve the agency's nomination for facilitator, the agency shall submit a substitute nomination. If the committee does not approve the substitute nomination of the agency for facilitator, the committee shall select, by consensus, a person to serve as facilitator.
- 011.02** The agency may employ or contract for an organization or an individual to serve as a facilitator for a negotiated rulemaking committee or the agency may use the services of a state employee to act as a facilitator. A person designated by the agency to represent it on a negotiated rulemaking committee with respect to substantive issues may not serve as the facilitator. A facilitator shall not have a financial or other interest that would preclude him or her from serving in an impartial and independent manner. The agency shall determine whether a person under consideration for facilitator has such an interest. A person disqualified under this



criterion shall be dropped from further consideration.

**011.03** A facilitator approved or selected by a committee shall:

**011.03A** Preside at the meetings of the committee in an impartial manner.

**011.03B** Impartially assist members in conducting discussions and negotiations and achieving consensus.

**011.03C** Manage the keeping of minutes and records.

## **012**

### **Negotiated rulemaking committee; expenses.**

Members of a negotiated rulemaking committee shall be responsible for their own expenses of participation. However, the agency may pay for a committee member's actual and necessary expenses incurred in serving on the committee as provided in *Neb. Rev. Stat. §§* 81-1174 through 81-1177 and a reasonable per diem rate of compensation if:

**012.01** The committee member certifies a lack of adequate financial resources to participate on the committee using the form at Attachment 4 which is attached to these regulations and made a part of them by reference; and,

**012.02** The agency determines that the committee member's participation is necessary to assure an adequate representation of the interests of the members.

## **013**

### **Grants or gifts.**

The agency may accept grants or gifts from any source to fund a negotiated rulemaking process if:

**013.01** Information on the name of the person giving the grant or gift and the amount of the grant or gift is available to the public.

**013.02** The grant or gift is given to and accepted by the agency without placing any condition on the membership of a committee or the outcome of the negotiated rulemaking process.

**013.03** There is a consensus among the members of the negotiated rulemaking committee that the acceptance of the grant or gift will not diminish the integrity of the negotiated rulemaking process.

**014**

**Negotiated rulemaking committee; termination.**

A negotiated rulemaking committee shall terminate upon the adoption of the final rule under consideration by the agency pursuant to the APA, unless the agency, after consulting the committee, or the committee itself specifies an earlier termination date.

**015**

**Negotiated rulemaking procedure; judicial review.**

Any action of the agency relating to establishing, assisting or terminating a negotiated rulemaking committee under the Negotiated Rulemaking Act shall not be subject to judicial review, except that nothing in this section shall bar judicial review if such judicial review is otherwise provided by law.

**53 NAC 1 - ATTACHMENT 1  
SAMPLE**

BEFORE THE [INSERT AGENCY NAME]  
STATE OF NEBRASKA

In the Matter of [insert statute )  
numbers or name] by [insert name ) Petition for Negotiated  
of Petitioner] ) Rulemaking

COMES NOW the petitioner, [insert name of Petitioner], according to the Nebraska Negotiated Rulemaking Act and according to the [insert name of agency] rules and regulations for Petitions for Negotiated Rulemaking, and requests that the [insert name of agency] establish a negotiated rulemaking committee as set forth in this Petition.

In support of this request, the Petitioner states as follows:

1. The [insert the name of the agency] administers the provisions of [insert sections of the statutes or legislative bill numbers for which negotiated rulemaking is sought], and is responsible for development of rules and regulations to implement these statutes.

2. Petitioner seeks a negotiated rulemaking procedure to [check one]:

- ( ) develop new rules
- ( ) amend existing rules, specifically \_\_\_\_ NAC \_\_\_\_, entitled \_\_\_\_\_.
- ( ) repeal certain existing rules, specifically \_\_\_\_ NAC \_\_\_\_, entitled \_\_\_\_\_.

3. A negotiated rulemaking committee should be established to negotiate and develop rules on each of the following issues concerning the statute(s), legislative bill(s) or regulation(s) identified above [identify each issue as to each statute, legislative bill or regulation and the general scope of the rulemaking proposed]:

4. The facts surrounding each of the issues listed in paragraph 3 above are as follows:

5. Establishment of a negotiated rulemaking committee would be in the public interest under each of the following criteria based upon the information the Petitioner hereby submits.

A. There is a need for rulemaking on the issue(s) identified above because:

B. There are a limited number of identifiable interests that will be significantly affected by the rule, including the following interests:

C. There is a reasonable likelihood that a negotiated rulemaking committee can be convened with a balanced representation of people (1) who can adequately represent the interests identified above and (2) are willing to negotiate in good faith to reach a consensus on the proposed rule, as shown by the following:

D. There is a reasonable likelihood that a committee will reach a consensus on the proposed rule within a fixed period of time because:

E. The use of this procedure will not unreasonably delay formal rulemaking and issuance of a final rule because:

F. [Optional for response by Petitioner] The [insert name of agency] should commit its resources, including technical assistance, to such a committee because:

G. [Optional for response by Petitioner] The [insert name of agency] should, to the maximum extent possible consistent with its legal obligations, use a consensus of such a committee as the basis for a rule to be adopted under the Administrative Procedure Act because:

6. The following persons will be significantly affected by any rule which might result from the negotiated rulemaking procedure which is the subject of this Petition [identify such persons by name and address where possible]:

7. The following persons may be willing and qualified to represent the interests that will be significantly affected by any rule which might result from the negotiated rulemaking procedure which is the subject of this Petition [identify such persons by name and address where possible]:

8. Petitioner offers the following additional information for use by this agency in consideration of this request [if any]:

9. Petitioner has attached the following documents in support of this request [list all documents attached]:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ .

---

Signature of Petitioner

- List Petitioner's name [typed or printed]
- List Petitioner's full mailing address
- List Petitioner's telephone number [including  
area code]

**53 NAC - ATTACHMENT 2  
SAMPLE**

BEFORE THE [INSERT AGENCY NAME]  
STATE OF NEBRASKA

In the Matter of the Negotiated )  
Rulemaking Committee for ) Application/Nomination  
[Insert name of the proposed ) for membership  
Negotiated Rulemaking Committee], ) on the committee.  
\_\_\_\_ NAC \_\_\_\_ )

**APPLICATION FOR MEMBERSHIP**

(complete if applicable)

1. The undersigned person (the applicant) hereby applies for membership on the above-referenced negotiated rulemaking committee proposed by this agency.

\_\_\_\_\_  
Name of applicant (typed or printed)

\_\_\_\_\_  
Full address of applicant

\_\_\_\_\_  
Applicant's telephone number  
(including area code)

2. The applicant represents the following identifiable interest which will be significantly affected by the proposed administrative rule to be considered by the above-referenced negotiating rulemaking committee:

3. The applicant is authorized to represent parties related to the interest listed above because:

4. The applicant can adequately represent the parties and interest listed above because:

5. In support of his or her application, the applicant has attached the following documents to this petition (list all attachments):

6. By signing this application, the applicant hereby certifies that he or she will represent the interest identified above to the best of his or her ability in the negotiation process, and that he or she is willing to actively negotiate in good faith to reach a consensus on the proposed rule to be considered by the above-referenced negotiated rulemaking committee.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**NOMINATION FOR MEMBERSHIP**

(complete if applicable)

1. The undersigned person (the nominating party) hereby nominates the following person (the nominee) for membership on the above-referenced negotiated rulemaking committee proposed by this agency.

\_\_\_\_\_  
Name of nominee (typed or printed)

\_\_\_\_\_  
Full address of nominee

\_\_\_\_\_  
Nominee's telephone number  
(including area code)

2. The nominee represents the following identifiable interest which will be significantly affected by the proposed administrative rule to be considered by the above-referenced negotiated rulemaking committee:

3. The nominee is authorized to represent parties related to the interest listed above because:

4. The nominee can adequately represent the interest and parties listed above because:

5. In support of the nomination of the nominee, the nominating party has attached the following documents to this petition (list attachments):

6. The nominating party believes that the nominee will represent the interest identified above to the best of his or her ability and that the nominee is willing to negotiate in good faith to reach a consensus on the proposed rule to be considered by the above-referenced negotiated rule making committee because:

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Nominating Party

\_\_\_\_\_  
Name of nominating party  
(printed or typed)

\_\_\_\_\_  
Full address of nominating party

\_\_\_\_\_  
Telephone number of nominating party  
(include area code)



**53 NAC - ATTACHMENT 3  
SAMPLE**

BEFORE THE [INSERT AGENCY NAME]  
STATE OF NEBRASKA

In the Matter of the Negotiated ) Application/Nomination  
Rulemaking Committee for ) for membership  
[Insert name of the proposed ) on the committee  
Negotiated Rulemaking Committee], ) (interest inadequately  
\_\_\_\_ NAC \_\_\_\_ . ) represented)

**APPLICATION FOR MEMBERSHIP**

(complete if applicable)

1. The undersigned person (the applicant) hereby applies for membership on the above-referenced negotiated rulemaking committee.

\_\_\_\_\_  
Name of applicant (typed or printed)

\_\_\_\_\_  
Full address of applicant

\_\_\_\_\_  
Applicant's telephone number  
(including area code)

2. The applicant represents the following identifiable interest which will be significantly affected by the proposed administrative rule being considered by the above-referenced negotiating rulemaking committee:

3. The applicant is authorized to represent parties related to the interest listed above because:

4. The applicant can adequately represent the parties and interest listed above because:

5. Reasons that persons already serving on the above-referenced



4. The nominee can adequately represent the interest listed above because:

5. Reasons that persons already serving on the above-referenced negotiated rule making committee do not adequately represent the interest listed in paragraph 2 above include:

6. In support of the nomination of the nominee, the nominating party has attached the following documents to this petition (list all attachments):

7. The nominating party believes that the nominee will represent the interest identified above to the best of his or her ability and that the nominee is willing to actively negotiate in good faith to reach a consensus on the proposed rule to be considered by the above-referenced negotiated rule making committee because:

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Nominating Party

\_\_\_\_\_  
Name of nominating party  
(printed or typed)

\_\_\_\_\_  
Full address of nominating party

\_\_\_\_\_  
Telephone number of nominating party  
(include area code)

**53 NAC - ATTACHMENT 4  
SAMPLE**

BEFORE THE [INSERT AGENCY NAME]  
STATE OF NEBRASKA

In the matter of the Negotiated ) Certification of  
Rulemaking Committee for ) Financial  
[Insert name of the proposed ) Need  
Negotiated Rulemaking Committee], )  
\_\_\_\_ NAC \_\_\_\_.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

COMES NOW the undersigned, being first duly sworn, and hereby states and certifies as follows:

1. I am a member of the above-referenced negotiated rulemaking committee created by [insert name of agency].
2. In connection with my duties on that committee, I represent [insert the name of the appropriate identified interest].
3. In connection with my duties on that committee, I have incurred or will incur expenses and/or other costs.
4. I certify that I have a lack of adequate financial resources to serve on the above-referenced negotiated rulemaking committee, and that I need financial assistance from this agency in order to serve.

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**NEBRASKA ADMINISTRATIVE CODE**

**CERTIFICATE OF ADOPTION**

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF LANCASTER  
                                  )

I, Don Stenberg, the Attorney General for the State of Nebraska, hereby certify that the attached regulations, Title 53, Nebraska Administrative Code, Chapter 1, Model Procedures for Negotiated Rulemaking, are new regulations, were the subject of public hearing held on July 20, 1994, after notice as provided by law, and were adopted by me as Attorney General on this date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Don Stenberg  
Attorney General

# NEBRASKA ADMINISTRATIVE CODE

## TITLE 53, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 2

### NEBRASKA DEPARTMENT OF JUSTICE

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#### Petitioning For Rulemaking

Issue Date: 07/25/94

### **TITLE 53 NAC CHAPTER 2**

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NEBRASKA ADMINISTRATIVE CODE

**TITLE 53 NAC CHAPTER 2**

**Petitioning for Rule Making**

**001 General information.**

Application of these Model Rules. Pursuant to Neb. Laws 1994, LB 446, the Attorney General shall promulgate model rules of procedure appropriate for use by as many agencies as possible. For rules of procedure adopted on or after August 1, 1994, each agency shall adopt as many of the model rules as is practicable under the circumstances. Agencies may adopt regulations which vary from the model rules; however, any agency adopting a rule of procedure that differs from the model rule shall include in the agency's explanatory statement the reasons why the relevant portions of the Attorney General's model rules are impracticable under the circumstances.

**002 Rule Making Petition.**

- 002.01        Petition. Any person may petition an agency requesting the promulgation, amendment, or repeal of a rule or regulation.
  
- 002.02        Form. The petition shall:
  - 002.02A.      Be clearly designated as a petition for a rules change;
  
  - 002.02B.      In the case of a proposed new rule or amendment of an existing rule, shall set forth the desired rule in its entirety;
  
  - 002.02C.      In the case of a petition for the repeal of an existing rule, such shall be stated and the rule proposed to be repealed shall either be set forth in full or shall be referred to by agency rule number;
  
  - 002.02D.      Describe the reason for the rules change
  
  - 002.02E.      Include an address and telephone where the petitioner can be reached during regular work hours; and
  
  - 002.02F.      Be signed by:

002.02F(1). The petitioner or his or her attorney in which case the attorney shall also state his or her address and telephone number;

002.02F(2). A duly authorized officer of the petitioner, if petitioner is a corporation or other legal entity.

**003 Petition Consideration and Disposition.**

003.01. Within sixty (60) days after submission of a petition, the agency shall:

003.01A. Deny the petition in writing, stating its reasons therefor;

003.01B. Initiate rulemaking or regulationmaking proceedings in accordance with the Administrative Procedure Act;

003.01C. If otherwise lawful, adopt a rule or regulation.



**NEBRASKA ADMINISTRATIVE CODE**

**CERTIFICATE OF ADOPTION**

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF LANCASTER  
                                  )

I, Don Stenberg, the Attorney General for the State of Nebraska, hereby certify that the attached regulations, Title 53, Nebraska Administrative Code, Chapter 2, Petitioning for Rule Making, are new regulations, were the subject of public hearing held on July 20, 1994, after notice as provided by law, and were adopted by me as Attorney General on this date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Don Stenberg  
Attorney General

**NEBRASKA ADMINISTRATIVE CODE**

**TITLE 53, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 3**

**NEBRASKA DEPARTMENT OF JUSTICE**

## Model Regulations and Procedures Governing Agency Declaratory Orders

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Issue Date: 07/25/94

**NEBRASKA ADMINISTRATIVE CODE**

**TITLE 53 NAC CHAPTER 3**

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## NEBRASKA ADMINISTRATIVE CODE

### TITLE 53 NAC CHAPTER 3

#### 001

##### General Information.

**001.01 Application of these Model Rules.** Pursuant to Neb. Laws 1994, LB 446, the Attorney General shall promulgate model rules of procedure appropriate for use by as many agencies as possible. For rules of procedure adopted on or after August 1, 1994, each agency shall adopt as many of the model rules as is practicable under the circumstances. Agencies may adopt regulations which vary from the model rules; however, any agency adopting a rule of procedure that differs from the model rule shall include in the agency's explanatory statement the reasons why the relevant portions of the Attorney General's model rules are impracticable under the circumstances.

**001.02 Scope of this Chapter.** This chapter pertains solely to the procedures to be used by any person or entity seeking issuance of a declaratory order by an agency.

**001.03 Related Regulations.** In addition to this Chapter, related regulations pertaining to administrative procedures before agencies are: 53 NAC Chapter 1, Model Procedures for Negotiated Rulemaking, 53 NAC Chapter 2, Petitioning for Rulemaking, and 53 NAC Chapter 4, Rules of Practice and Procedure for Hearings in Contested Cases Before an Agency.

#### 002

##### Definitions. As used in this chapter:

**002.01 Agency** shall mean the board, commission, department, officer, division, or other administrative office or unit of the state government as defined in Neb. Rev. Stat. § 84-901(1).

**002.02 Agency director** shall mean the director or governing body, whichever is applicable, of the agency.

- 002.03** **Argument** shall mean the oral statement of the petitioner or any other party which explains his or her view of the facts and issue to be decided, the law applicable to the question presented, and the reasoning that connects the facts and law.
- 002.04** **Contested case** shall mean a proceeding before the agency in which the legal rights, duties, or privileges of specific parties are required by law or constitutional right to be determined after hearing before the agency.
- 002.05** **Declaratory order proceeding** shall mean a proceeding initiated by a petitioner seeking issuance of a binding order by the agency as to the applicability of specified circumstances to a statute, rule, regulation, or order within the primary jurisdiction of the agency.
- 002.06** **Hearing officer** shall mean the person or persons conducting a declaratory order proceeding pursuant to the Administrative Procedure Act, whether designated as the presiding officer, administrative law judge, or some other title.
- 002.07** **Intervenor(s)** shall mean persons, political subdivisions, corporations, organizations, or other entities who have or claim to have any interest, legal right, duty, privilege, or immunity, which would be directly affected by the agency's issuance of a binding declaratory order.
- 002.08** **Necessary party** shall mean a person who or an entity which has a specific interest in the applicability of the statute, rule, regulation, or order, as distinguished from a general interest such as may be the concern of the public at large. A necessary party is one which is or would be adversely affected in a legally cognizable way by the uncertainty sought to be resolved.
- 002.09** **Parties** shall mean persons, political subdivisions, corporations, organizations, or other entities subject to the jurisdiction of the agency who are involved in a declaratory order proceeding according to the

procedures set forth in this chapter.

**002.10**     **Petition** shall mean the document filed in accordance with section 003 of this chapter to initiate a declaratory order proceeding.

**002.11**     **Petitioner(s)** shall mean a party or parties who have filed a petition with the agency seeking issuance of a declaratory order.

**002.12**     **Pleading** shall mean any written petition, answer, or motion used in any declaratory order proceeding before the agency as set forth in this chapter.

### **003**

#### **Petition for Declaratory Order.**

**003.01**     **Generally.** A request for a declaratory order must be made by a petition that meets the requirements of section 003.

**003.02**     **Who May File.** Any person may petition the agency for issuance of a declaratory order as to the applicability to specified circumstances of a statute, rule, regulation, or order which is within the primary jurisdiction of the agency.

**003.03**     **When Orders Appropriate.** A declaratory order may be requested on the applicability of a statute, rule, regulation, or order enforced by the agency. "Applicability" refers to the appropriateness of the relation of the law to the person, property, or state of facts, or its relevance under the circumstances given. It may include such questions as whether the law applies at all, to whom it applies, when it applies, how it applies, or which law applies. Considerations as to whether issuance of a declaratory order is appropriate include:

003.03A     A declaratory order may be requested only on the applicability of existing statutes and rules and regulations.

003.03B     A declaratory order may be requested to obtain a determination of proposed

conduct, not to obtain a determination of the effect of conduct that has already occurred.

003.03C A declaratory order is not a mechanism for review or appeal of a decision made by the agency in a contested case.

003.03D A declaratory order may not be requested to obtain a declaration by the agency that a statute or regulation is unconstitutional or that a regulation of the agency is invalid.

003.03E A declaratory order may not be issued by the agency that would substantially prejudice the rights of a person who would be a necessary party and who does not consent in writing to the determination of the matter by a declaratory order proceeding.

**003.04 Form of Petition.** A petition for declaratory order shall be in the form of either a pleading or letter which shall contain each of the following:

003.04A A caption, which shall include:

003.04A1 The venue: BEFORE THE [AGENCY], STATE OF NEBRASKA;

003.04A2 A heading specifying the subject matter and the name of the petitioner; and

003.04A3 The name of the pleading: PETITION FOR DECLARATORY ORDER.

003.04B The statements required in subsection 003.05 of this chapter.

003.04C The signature of the petitioner, or when represented by an attorney, the



signature of the attorney.

- 003.04D The name and address of the petitioner, and when represented by an attorney, the name, address, telephone number, and bar number of the attorney.
- 003.04E Size and Paper. The petition shall be made on white, letter-sized (8-1/2" x 11") paper.
- 003.04F Print. The petition shall be legibly typewritten, photostatically reproduced, printed, or handwritten. If handwritten, the petition must be written in ink. Only one side of a page shall contain any writing.
- 003.04G Attachments. Any documents attached to a petition shall be securely fastened to the pleading and shall meet the requirements of 003.04E and 003.04F and, when possible, be reproduced on 8-1/2" x 11" paper or placed in an 8-1/2" x 11" envelope and clearly marked as an attachment to the petition.

**003.05 Contents of Petition.** To be considered, the petition shall include the following:

- 003.05A The name and address of the petitioner;
- 003.05B The name and address of all persons or entities, known to the petitioner, who may have a specific interest in the applicability of the statute, rule, regulation, or order or who may be adversely affected by the issue sought to be resolved by the petitioner.
- 003.05C The statute, rule, regulation, or order upon which the petitioner seeks issuance of a declaratory order;
- 003.05D A detailed statement of all of the

material facts and specific circumstances which apply to petitioner's request for issuance of a declaratory order;

003.05E All propositions of law or contentions asserted by the petitioner;

003.05F A demand for the relief to which the petitioner alleges entitlement. The petition shall state the petitioner's position as to how the agency should rule and why the agency should rule in the manner requested; and

003.05G Any documents pertinent to the petition that the petitioner wishes to be considered by the agency.

**003.06** **The petition** shall be subscribed and verified by the petitioner. If the petitioner is a corporation, political subdivision, or other entity, then the petition shall be subscribed and verified by a duly authorized agent of the petitioning entity.

**003.07** **Sample Petition.** The petitioner may use the sample form of a petition which is attached as "Appendix A" and incorporated within this chapter. The petitioner may also prepare a reasonable facsimile of "Appendix A" so long as the requirements of subsections 003.04, 003.05, and 003.06 of this chapter are satisfied.

**003.08** **Written Consents.** The petitioner shall also attach to the petition any written consents obtained from any necessary party that the petition may be determined by use of a declaratory order proceeding.

**004**  
**Submission and Service of Declaratory Order Petition.**

**004.01** The original petition for declaratory order shall be filed with the agency director by mail or in person during the agency's normal business hours.

- 004.02** The petition shall be deemed as filed when it is actually received by the agency. The agency shall date stamp all petitions upon receipt.
- 004.03** At the same time the petition is filed with the agency, the petitioner shall serve a copy of the petition, by certified mail, return receipt requested, on all necessary parties, including all persons, political subdivisions, corporations, organizations, or other entities who are known to have or claim any interest, legal right, duty, privilege, or immunity which would be directly affected by issuance of a declaratory order in this matter by the agency.

**005**  
**Disposition of the Petition.**

**005.01** **Generally.** Upon the filing of a petition, the agency director may consider the petition, refer the petition to an appropriate licensing or governing board, or delegate the matter to a designated hearing officer, board, or agency employee to consider the petition and recommend a decision to the agency director. In reviewing the petition, the agency may, in its discretion, do one or more of the following:

- 005.01A** Require that additional information be submitted before the petition will be further considered;
- 005.01B** Require a petitioner to provide notice to persons or entities who may be necessary parties and other persons that a request for a declaratory order has been filed with the agency;
- 005.01C** Schedule a date, time, and location at which the petitioner and any other parties to the proceeding may make an oral presentation on the petition;
- 005.01D** Consider the petition and any attachments without oral presentation.
- 005.02** Within thirty (30) days after the petition is filed, the agency shall, in writing:

- 005.02A** Issue an order declaring the applicability of the statute, regulation, rule, or order in question to the specified circumstances; or
- 005.02B** Agree to issue an order by a specified time declaring the applicability of the statute, regulation, rule, or order in question to the specified circumstances; or
- 005.02C** Set the matter for specified proceedings as set forth in subsection 005.01 of this Chapter; or
- 005.02D** Decline to issue a declaratory ruling, stating the reasons for the agency's decision.

**005.03** Notwithstanding section 005.02 of this rule, the agency may determine at any time that it will not issue a declaratory order if issuance of an order under the circumstances would be contrary to any provisions of section 009 of this Chapter. The agency shall notify the petitioner and, if applicable, any intervenor or necessary party in writing when the agency determines not to issue a declaratory order.

**006** **Intervention in Declaratory Order Proceeding.**

**006.01** Intervention by any person or entity in a declaratory order proceeding shall be allowed when the following requirements are met:

- 006.01A.** A petition for intervention must be submitted in writing to the agency. Copies must be mailed to all parties to the proceeding.
- 006.01B.** The contents of the petition must be as specified in 006.02.
- 006.01C.** The agency must determine that the interests of justice and the orderly and prompt conduct of the

proceedings will not be impaired by allowing the intervention.

- 006.02**     **Contents of Petition.** The petition for intervention shall be submitted to the agency, in writing, on 8 1/2" x 11" white paper, and shall include each of the following:
- 006.02A**     The statute, regulation, rule, or order that may apply to or effect the person, property, entity, or facts at issue in the matter;
- 006.02B**     A statement of facts sufficient to show the intervenor's interest;
- 006.02C**     A statement of facts which demonstrate that the intervenor's legal rights, duties, privileges, immunities, or other legal interests may be substantially affected by the proceeding or that the intervenor may intervene pursuant to a provision of law;
- 006.02D**     All propositions of law or contentions asserted by the intervenor; and
- 006.02E**     A statement of the specific relief requested by the intervenor.
- 006.03**     The agency may, at its discretion, invite any person or entity to file a petition for intervention.
- 006.04**     The agency shall grant a petition for intervention if the requirements of § 006.01 and § 006.02 are satisfied.
- 006.05**     The agency shall deny a petition for intervention upon determining that the interests of justice or the orderly and prompt conduct of the proceedings would be impaired by allowing the intervention.
- 006.06**     The agency's decision to grant or deny a petition for

intervention shall be in writing and served upon all parties.

## 007

### Declaratory Order Proceedings.

- 007.01 Oral Argument, When.** Oral argument shall be had only on specific order of the agency. A petitioner, intervenor, necessary party, or the agency may submit a motion for oral argument to the agency director. If opportunity for oral argument is granted, then argument shall be scheduled to be conducted not more than forty-five (45) days after filing of the petition. Petitioner and all other parties or, when represented, their attorneys, shall be served by the agency with a notice of the date, time, and location for oral argument. The agency shall provide each of the parties with notice of the proceeding not less than seven (7) days in advance of the scheduled date. Service shall be made by certified mail, return receipt requested.
- 007.02 Oral Argument, Procedure.** Oral argument will be made before a hearing officer or before any representative of the agency who is authorized to render or to recommend a decision to the agency. The hearing officer or agency representative shall be in control of the proceeding and shall:
- 007.02A** Identify the proceeding and introduce himself or herself and identify each party for the record;
  - 007.02B** Hear the oral argument of the petitioner, intervenor, or necessary parties;
  - 007.02C** Close the proceedings.
- 007.03** At the declaratory order proceeding, agency staff shall have the right to present oral argument.
- 007.04** The hearing officer or representative may impose reasonable time limits on the amount of time allocated to each party for oral argument.

- 007.05** The parties and agency staff may file briefs in support of their respective positions. The hearing officer may fix the time and order of filing briefs and may direct that briefs be submitted prior to the date of oral argument.
- 007.06** The oral argument may be conducted either in person or by telephone conference call.

## **008**

### **Issuance of Declaratory Order.**

- 008.01** The agency shall issue its declaratory order within sixty (60) days of the date on which the petition was filed.
- 008.02** The declaratory order shall be in writing and shall include the following:
- 008.02A** The names of all parties to the proceeding upon which the order is based;
  - 008.02B** The facts upon which the order is based;
  - 008.02C** The statute, regulation, rule, or order at issue in the matter;
  - 008.02D** The agency's conclusion as to the applicability of the statute, regulation, rule, or order to the facts;
  - 008.02E** The agency's conclusion as to the legal effect or result of applying the statute, regulation, rule, or order to the facts; and
  - 008.02F** The reasons relied upon by the agency to support its conclusions.
- 008.03** A copy of the declaratory order shall be served upon each party by certified mail, return receipt requested.

**008.04** **Effect of Declaratory Order.** A declaratory order shall have the same status and binding effect as any other order issued in a

contested case.

**008.05 No Response within 60 Days.** If the agency has not issued a declaratory order within sixty (60) days after the petition has been filed, then the petition shall be deemed to have been denied by the agency.

## **009**

### **Circumstances Under Which Agency will not Issue**

#### **Declaratory Orders.**

**009.01** Grounds upon which the agency shall refuse to issue a declaratory order include, but are not limited to, the following:

- 009.01A** The petition requests a declaratory order on a matter that is outside the scope of authority of the agency;
- 009.01B** The petition requests review or appeal of a decision made by the agency in a contested case;
- 009.01C** The petition requests a declaratory order on the effect of past conduct;
- 009.01D** An investigation for purposes of a formal adjudication, a contested case, or a petition to issue, amend, or repeal regulations is pending before the agency involving the petitioner on substantially the same or similar facts or issues raised in the petition;
- 009.01E** The petition seeks a declaration that a statute or rule or regulation is unconstitutional or invalid;
- 009.01F** The issue raised in the petition has been settled by a change in circumstances or other means so as to render moot the need for a declaratory order;
- 009.01G** An order would substantially prejudice the rights of a person or entity who



would be a necessary party and who does not consent in writing to the determination of the matter by a declaratory order proceeding;

**009.01H** An order would not resolve the controversy or uncertainty; or

**009.01I** The question posed or facts presented are insufficiently specific, overly broad, or are otherwise inappropriate as a basis upon which to decide the matter.

**009.02** Grounds upon which the agency may determine to refuse to issue a declaratory order include, but are not limited to, the following:

**009.02A** Refusal is necessary to assure adequate allocation of agency resources are available for issuing rulings on petitions raising questions of greater urgency or significance;

**009.02B** The question presented is of such complexity that the agency has had insufficient opportunity or resources to develop a fully matured ruling;

**009.02C** The petitioner fails to submit any additional information requested by the agency or submits such information after the date established by the agency;

**010 Appeal.**

A declaratory order is subject to review in the manner provided for review of contested cases by the Administrative Procedure Act, Neb. Rev. Stat. § 84-901 - § 84-920. Specific procedures for appeal are set forth in Neb. Rev. Stat. § 84-917.

## Appendix "A"

BEFORE THE [AGENCY NAME], STATE OF NEBRASKA

In the matter of )  
the application of [name] )  
)  
)

### PETITION FOR DECLARATORY ORDER

1. Petitioner's name and address;
2. The name and address of all persons who or entities which may have a specific interest in the applicability of the statute, rule, regulation, or order, or who may be adversely affected by the issue sought to be resolved;
3. All material facts and specific circumstances;
4. All rules of law which apply;
5. Petitioner's demand for relief;

DATED on this \_\_ day of \_\_\_\_\_, 199\_.

### VERIFICATION

STATE OF \_\_\_\_\_ )  
) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_[name]\_\_\_\_\_, being first duly sworn, states that he/she is the petitioner/petitioner's agent in the above entitled matter; that he/she has read the foregoing **Petition For Declaratory Order**; and that the allegations of fact therein are true.

\_\_\_\_\_  
[Petitioner's signature]

SUBSCRIBED and sworn to before me on this \_\_ day of \_\_\_\_\_, 199\_.

NOTARY SEAL \_\_\_\_\_

[Notary signature]

NEBRASKA ADMINISTRATIVE CODE

CERTIFICATE OF ADOPTION

STATE OF NEBRASKA

)

)

COUNTY OF LANCASTER

)

I, Don Stenberg, the Attorney General for the State of Nebraska, hereby certify that the attached regulations, Title 53, Nebraska Administrative Code, Chapter 3, Model Regulations and Procedures Governing Agency Declaratory Orders, are new regulations, were the subject of public hearing held on July 20, 1994, after notice as provided by law, and were adopted by me as Attorney General on this date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Don Stenberg  
Attorney General

NEBRASKA ADMINISTRATIVE CODE

TITLE 53, NEBRASKA ADMINISTRATIVE CODE,  
CHAPTER 4

NEBRASKA DEPARTMENT OF JUSTICE

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Rules of Practice and Procedure for Hearings  
in Contested Cases Before an Agency

Issued Date: 07/25/94

NEBRASKA ADMINISTRATIVE CODE

**TITLE 53 NAC 4**

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Ex parte Communications	LB 446, LB 414	Section 002
Hearing of Contested Case	Neb. Rev. Stat. §§ 84-913 84-914, LB 446, LB 414	Section 007
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# TITLE 53 NAC 4

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Hearing Officer	Neb. Rev. Stat. § 84-914 LB 446	Section 005
Prehearing Matters	Neb. Rev. Stat. §§ 84-913 84-914, LB 446	Section 006
Hearing of Contested Case	Neb. Rev. Stat. §§ 84-913 84-914, LB 446, LB 414	Section 007
Decision and Order	Neb. Rev. Stat. § 84-915	Section 008
Appeal	Neb. Rev. Stat. § 84-917	Section 009

# NEBRASKA ADMINISTRATIVE CODE

## TITLE 53-NEBRASKA DEPARTMENT OF JUSTICE

### Chapter 4-Rules of Practice and Procedure for Hearings in Contested Cases Before An Agency.

#### 001. General.

- 001.01. Application of Model Rules.**  
Pursuant to Neb. Laws 1994, LB 446, the Attorney General shall promulgate model rules of procedure appropriate for use by as many agencies as possible. For rules of procedure adopted on or after August 1, 1994, each agency shall adopt as many of the model rules as is practicable under the circumstances. Agencies may adopt regulations which vary from the model rules; however, any agency adopting a rule of procedure that differs from the model rule shall include in the agency's explanatory statement the reasons why the relevant portions of the Attorney General's model rules are impracticable under the circumstances.
- 001.02. Definitions.** The following definitions shall apply as used throughout Chapter 4 of these rules and regulations.
- 001.02A. Agency** shall mean each board, commission, department, officer, division, or other administrative office or unit of the state government authorized by law to make rules and regulations, except the Adjutant General's office as provided in Chapter 55 of the Nebraska Revised Statutes, the courts including the Nebraska Workers' Compensation Court, the Commission of Industrial Relations, the Legislature and the Secretary of State with respect to the duties imposed by the Administrative Procedure Act.
- 001.02B. Contested case** shall mean a proceeding before an agency in which the legal rights,



duties, or privileges of specific parties are required by law or constitutional right to be determined after an agency hearing.

**001.02C. Ex parte communication** shall mean an oral or written communication which is not on the record in a contested case with respect to which reasonable notice to all parties was not given. Ex parte communication shall not include:

**001.02C1.** Communications which do not pertain to the merits of a contested case;

**001.02C2.** Communications required for the disposition of ex parte matters as authorized by law;

**001.02C3.** Communications in a ratemaking or rulemaking proceeding; and

**001.02C4.** Communications to which all parties have given consent.

**001.02D. Hearing officer** shall mean the person or persons conducting a hearing, contested case, or other proceeding pursuant to the Administrative Procedure Act, whether designated as the presiding officer, administrative law judge, or some other title designation.

**001.02E. Party** means the person by or against whom a contested case is brought or a person allowed to intervene in a contested case.

**001.02F. Petition** means the initial document filed by or with an agency that sets forth a claim and request for agency action.

## **002. Prohibitions against ex parte communications.**

**002.01. Prohibitions; when applicable.** The prohibitions found in this section shall apply beginning at the time notice for hearing is given. An agency may designate an earlier time,

but such earlier time shall be required to be set forth in the agency's rules of procedure.

**002.02. Prohibitions; to whom applicable.**

**002.02A. Parties and public.** No party in a contested case or other person outside the agency having an interest in the contested case shall make or knowingly cause to be made an ex parte communication to the hearing officer or to an agency head or employee who is or may reasonably be expected to be involved in the decisionmaking process of the contested case.

**002.02B. Persons in decisionmaking roles.** No hearing officer or agency head or employee who is or may reasonably be expected to be involved in the decisionmaking process of the contested case shall make or knowingly cause to be made an ex parte communication to any party in a contested case or other person outside the agency having an interest in the contested case.

**002.02C. Investigators.** No agency head or employee engaged in the investigation or enforcement of a contested case shall make or knowingly cause to be made an ex parte communication to a hearing officer or agency head or employee who is or may reasonably be expected to be involved in the decisionmaking process of the contested case.

**002.03. Disclosure of contacts.** The hearing officer or agency head or employee who is or may reasonably be expected to be involved in the decisionmaking process of the contested case who receives or who makes or knowingly causes to be made an ex parte communication set forth in subsections 002.02A through 002.02C shall file in the record of the contested case:

**002.03A.** All such written communications;

**002.03B.** Memoranda stating the substance of all such oral communications; and

- 002.03C.** All written responses and memoranda stating the substance of all oral responses to all the ex parte communications.
- 002.03D.** The filing shall be made within two working days of the receipt or making of the ex parte communication. Notice of the filing, with an opportunity to respond, shall be given to all parties of record.
- 002.03E.** Filing and notice of filing provided under subsection 002.03D shall not be considered on the record and reasonable notice for purposes of the definition of ex parte communication.

**003. Intervention in a contested case.**

- 003.01.** Intervention in a contested case shall be allowed when the following requirements are met:
  - 003.01A.** A petition for intervention must be submitted in writing to the hearing officer or designee at least five days before the hearing. Copies must be mailed by the petitioner for intervention to all parties named in the hearing officer's notice of the hearing;
  - 003.01B.** The petition must state facts demonstrating that the petitioner's legal rights, duties, privileges, immunities, or other legal interests may be substantially affected by the proceeding or that the petitioner qualifies as an intervenor under any provision of law; and
  - 003.01C.** The hearing officer or designee must determine that the interests of justice and the orderly and prompt conduct of the proceedings will not be impaired by allowing the intervention.
- 003.02.** The hearing officer or designee may grant a petition for intervention at any time upon determining that the intervention sought is in the interests of justice and will not impair the orderly and prompt conduct of the proceedings.

**003.03.** If a petitioner qualifies for intervention, the hearing officer or designee may impose conditions upon the intervenor's participation in the proceedings, either at the time that intervention is granted or at any subsequent time. Those conditions may include:

**003.03A.** Limiting the intervenor's participation to designated issues in which the intervenor has a particular interest demonstrated by the petition;

**003.03B.** Limiting the intervenor's use of discovery, cross-examination, and other procedures so as to promote the orderly and prompt conduct of the proceedings; and

**003.03C.** Requiring two or more intervenors to combine their presentation of evidence and argument, cross-examination, discovery, and other participation in the proceedings.

**003.04.** The hearing officer or designee, at least 24 hours before the hearing, shall issue an order granting or denying each pending petition for intervention, specifying any conditions and briefly stating the reasons for the order.

**003.04A.** The hearing officer or designee may modify the order at any time, stating the reasons for the modification.

**003.04B.** The hearing officer or designee shall promptly give notice of an order granting, denying, or modifying intervention to the petitioner for intervention and to all parties.

**004. Commencement of a contested case.**

**004.01.** The contested case begins with the filing of a petition and request for hearing, if applicable, with the agency. The petition is the initial document filed by or with an agency that sets forth a claim and request for agency action.

**004.02.** The parties to a contested case shall be the petitioner

or person by whom a contested case is brought and the respondent or person against whom a contested case is brought.

**004.03.** A party may appear on his or her own behalf in a contested case proceeding or may be represented by an attorney or other representative as permitted by law.

**004.04.** The pleadings in a contested case may include a petition, answer, reply, notice, motion, stipulation, objection or order or other formal written document filed in a proceeding before an agency. Any pleading filed in a contested case shall meet the following requirements:

**004.04A.** The pleading shall contain a heading specifying the name of the agency and the title or nature of the pleading, shall state material factual allegations and state concisely the action the agency is being requested to take, shall contain the name and address of the petitioner, and shall be signed by the party filing the pleading, or when represented by an attorney, the signature of that attorney.

**004.04A1.** Attorneys shall also include their address, telephone number and bar number.

**004.04A2.** The initial petition shall also contain the name and address of the respondent.

**004.04B.** All pleadings shall be made on white, letter-sized (8½ x 11) paper and shall be legibly typewritten, photostatically reproduced, printed or handwritten. If handwritten, a pleading must be written in ink.

**004.05.** All pleadings shall be filed with the agency at its official office. Filing may be accomplished by personal delivery or mail and will be received during regular office hours of the agency.

**004.06.** The agency shall serve a copy of the petition on each

respondent listed in the petition personally or by first-class or certified mail. Written proof of such service shall be filed with the agency. Each respondent who chooses to file a responsive pleading must do so within 20 days from the date of personal service or the date of agency mailing of the petition.

**004.07.** All pleadings subsequent to the initial petition shall be served by the party filing such pleading upon all attorneys of record or other representatives of record and upon all unrepresented parties. Service shall be made personally or by first-class or certified mail. Written proof of such service shall be filed with the agency.

**004.08.** Unless state law provides that a hearing is not required, a hearing date shall be set by the agency in accordance with statutory requirements. A written notice of the time and place of hearing and the name of the hearing officer, if known, shall be served by the agency upon all attorneys of record or other representatives of record and upon all unrepresented parties. The notice must include a proof of such service and will be filed with the agency.

**004.09.** In computing time prescribed or allowed by chapter 4 of these rules and regulations or by any applicable statute in which the method of computing time is not specifically provided, days will be computed by excluding the day of the act or event and including the last day of the period. If the last day of the period falls on a Saturday, Sunday, or state holiday, the period shall include the next working day.

**005. Hearing officer; criteria.**

**005.01.** An agency may be authorized by law to delegate to a hearing officer other than the agency head or governing board the functions of conducting a prehearing conference and/or a hearing and submitting a recommended decision to the agency.

**005.02.** A person who has served as investigator, prosecutor, or advocate in a contested case or in its prehearing stage may not serve as hearing officer or assist or

advise a hearing officer in the same proceeding except as provided in subsection 005.04.

**005.03.** A person who is subject to the authority, direction, or discretion of one who has served as investigator, prosecutor, or advocate in a contested case or in its prehearing stage may not serve as hearing officer or advise a hearing officer in the same proceeding except as provided in subsection 005.04.

**005.04.** If all parties consent, a person who has served as, or who is subject to the authority, direction, or discretion of one who has served as investigator, prosecutor, or advocate in a contested case or in its prehearing stage may assist a hearing officer in the preparation of orders.

**005.05.** A person who has participated in a determination of probable cause or other equivalent preliminary determination in a contested case may serve as hearing officer or assist or advise a hearing officer in the same proceeding.

**005.06.** A person may serve as hearing officer at successive stages of the same contested case.

## **006. Prehearing Procedures.**

**006.01.** **Prehearing conferences and orders.** A hearing officer designated to conduct a hearing may determine, subject to the agency's rules and regulations, whether a prehearing conference will be conducted. If a prehearing conference is not held, a hearing officer for the hearing may issue a prehearing order, based on the pleadings, to regulate the conduct of the proceedings.

**006.01A.** If a prehearing conference is conducted:

**006.01A1.** The hearing officer shall promptly notify the agency of the determination that a prehearing conference will be conducted. The agency may assign another hearing officer for the prehearing conference; and

**006.01A2.** The hearing officer for the prehearing conference shall set the time and place of the conference and give reasonable written notice to all parties and to all persons who have filed written petitions to intervene in the matter. The agency shall give notice to other persons entitled to notice.

**006.01A3.** The notice referred to in subsection 006.01A2 shall include the following:

**006.01A3(a).** The names and mailing addresses of all parties and other persons to whom notice is being given by the hearing officer;

**006.01A3(b).** The name, official title, mailing address, and telephone number of any counsel or employee who has been designated to appear for the agency;

**006.01A3(c).** The official file or other reference number, the name of the proceeding, and a general description of the subject matter;

**006.01A3(d).** A statement of the time, place, and nature of the prehearing conference;

**006.01A3(e).** A statement of the legal authority and jurisdiction under which the prehearing conference and the hearing are to be held;

**006.01A3(f).** The name, official title, mailing address, and



- telephone number of the hearing officer for the prehearing conference;
- 006.01A3(g).** A statement that a party who fails to attend or participate in a prehearing conference, hearing, or other stage of a contested case or who fails to make a good faith effort to comply with a prehearing order may be held in default under the Administrative Procedure Act; and
- 006.01A3(h).** Any other matters that the hearing officer considers desirable to expedite the proceedings.
- 006.01B.** The hearing officer shall conduct a prehearing conference, as may be appropriate, to deal with such matter as exploration of settlement possibilities, preparation of stipulations, clarification of issues, rulings on identity and limitation of the number of witnesses, objections to proffers of evidence, determination of the extent to which direct evidence, rebuttal evidence, or cross-examination will be presented in written form and the extent to which telephone, television, or other electronic means will be used as a substitute for proceedings in person, order of presentation of evidence and cross-examination, rulings regarding issuance of subpoenas, discovery orders, and protective orders, and such other matters as will promote the orderly and prompt conduct of the hearing. The hearing officer shall issue a prehearing order incorporating the matters determined at the prehearing conference.
- 006.01C.** The hearing officer may conduct all or part of the prehearing conference by telephone,

television, or other electronic means if each participant in the conference has an opportunity to participate in, to hear, and, if technically feasible, to see the entire proceeding while it is taking place.

**006.02. Discovery in contested cases.**

**006.02A.** The hearing officer or a designee, at the request of any party or upon the hearing officer's own motion, may issue subpoenas, discovery orders, and protective orders in accordance with the rules of civil procedure except as may otherwise be prescribed by law. Subpoenas and orders issued under this subsection may be enforced by the district court.

**006.02B.** Any prehearing motion to compel discovery, motion to quash, motion for protective order or other discovery-related motion shall:

**006.02B1.** Quote the interrogatory, request, question, or subpoena at issue, or be accompanied by a copy of the interrogatory, request, subpoena or excerpt of a deposition;

**006.02B2.** State the reasons supporting the motion;

**006.02B3.** Be accompanied by a statement setting forth the steps or efforts made by the moving party or his or her counsel to resolve by agreement the issues raised and that agreement has not been achieved; and

**006.02B4.** Be filed with the agency. The moving party must serve copies of all such motions to all parties to the contested case.

**006.02C.** Other than is provided in subsection 006.02B4 above, discovery materials need not be filed with the agency.

**006.03. Continuances.** The hearing officer may, in his or her discretion, grant extensions of time or continuances of hearings upon the

hearing officer's own motion or at the timely request of any party for good cause shown. A party must file a written motion for continuance which states in detail the reasons why a continuance is necessary and serve a copy of the motion on all other parties.

**006.03A. Good cause.** Good cause for an extension of time or continuance may include, but is not limited to, the following:

**006.03A1.** Illness of the party, legal counsel or witness;

**006.03A2.** A change in legal representation; or

**006.03A3.** Settlement negotiations are underway.

**006.04. Amendments.**

**006.04A.** A petition may be amended at any time before an answer is filed or is due if notice is given to the respondent or his or her attorney. In all other cases, a petitioner must request permission to amend from the hearing officer.

**006.04B.** A hearing officer may also allow, in his or her discretion, the filing of supplemental pleadings alleging facts material to the case occurring after the original pleadings were filed. A hearing officer may also permit amendment of pleadings where a mistake appears or where amendment does not materially change a claim or defense.

**006.05. Informal Disposition.** Unless otherwise precluded by law, informal disposition may be made of any contested case by stipulation, agreed settlement, consent order, or default.

**007. Conducting a contested case hearing.**

**007.01. Order.** At the discretion of the hearing officer, the

hearing may be conducted in the following order:

- 007.01A.** The hearing is called to order by the hearing officer. Any preliminary motions, stipulations or agreed orders are entertained.
- 007.01B.** Each party may be permitted to make an opening statement. Opening statements take place in the same order as the presentation of evidence.
- 007.01C.** Presentation of evidence.

**007.01C1.** Evidence will be received in the following order:

- 007.01C1(a).** Evidence is presented by the petitioner;
- 007.01C1(b).** Evidence is presented by the respondent;
- 007.01C1(c).** Rebuttal evidence is presented by the petitioner; and
- 007.01C1(d).** Surrebuttal evidence is presented by the respondent.

**007.01C2.** With regard to each witness who testifies, the following examination may be conducted:

- 007.01C2(a).** Direct examination conducted by the party who calls the witness;
- 007.01C2(b).** Cross-examination by the opposing party;
- 007.01C2(c).** Redirect examination by the party who called the witness; and

**007.01C2(d).** Recross-examination by the opposing party.

**007.01D.** After the evidence is presented, each party may have opportunity to make a closing argument. Closing arguments shall be made in the same order as the presentation of evidence. The hearing officer may request that the parties submit briefs in lieu of closing arguments.

**007.02. Evidence.**

**007.02A.** In contested cases an agency or hearing officer may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs and may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence.

**007.02B.** Any party to a formal hearing before an agency, from which a decision may be appealed to the courts of this state, may request that the agency be bound by the rules of evidence applicable in district court by delivering to the agency at least three days prior to the holding of the hearing a written request therefore. Such request shall include the requesting party's agreement to be liable for the payment of costs incurred thereby and upon any appeal or review thereof, including the cost of court reporting services which the requesting party shall procure for the hearing.

**007.02C.** Documentary evidence may be received in the form of copies or excerpts or incorporated by reference.

**007.02D.** All evidence including records and documents in the possession of the agency of which it desires to avail itself shall be offered and made a part of the record in the case. No factual information or evidence other than the record shall be considered in the determination

of the case.

**007.02E.** A hearing officer or designee may administer oaths and issue subpoenas in accordance with the rules of civil procedure except as may otherwise be prescribed by law. Subpoenas and orders issued under this subsection may be enforced by the district court.

**007.02F.** An agency shall give effect to the rules of privilege recognized by law.

**007.02G.** An agency may take official notice of cognizable facts and in addition may take official notice of general, technical, or scientific facts within its specialized knowledge and the rules and regulations adopted and promulgated by such agency.

**007.02G1.** Parties shall be notified either before or during the hearing or by reference in preliminary reports or otherwise of materials so noticed.

**007.02G2.** Parties shall be afforded an opportunity to contest facts so noticed.

**007.02G3.** The record shall contain a written record of everything officially noticed.

**007.02H.** An agency may utilize its experience, technical competence and specialized knowledge in the evaluation of the evidence presented to it.

**007.03. Conducting the hearing by electronic means.** The hearing officer may conduct all or part of the hearing by telephone, television, or other electronic means if each participant in the hearing has an opportunity to participate in, to hear, and, if technically feasible, to see the entire proceeding while it is taking place.

**007.04. Official record.**

**007.04A.** The agency shall prepare an official record, which shall include testimony and exhibits, in

each contested case, but it shall not be necessary to transcribe the record of the proceedings unless requested for purpose of rehearing or appeal, in which event the transcript and record shall be furnished by the agency upon request and tender of the cost of preparation.

**007.04B.** An agency shall maintain an official record of each contested case under the Administrative Procedure Act for at least four years following the date of the final order.

**007.04C.** The agency record shall consist only of the following:

**007.04C1.** Notices of all proceedings;

**007.04C2.** Any pleadings, motions, requests, preliminary or intermediate rulings and orders, and similar correspondence to or from the agency pertaining to the contested case;

**007.04C3.** The record of the hearing before the agency, including all exhibits and evidence introduced during such hearing, a statement of matters officially noticed by the agency during the proceeding, and all proffers of proof and objections and rulings thereon; and

**007.04C4.** The final order.

**007.04D.** As provided in 53 NAC 4 Section 002.03 the hearing officer or agency head, or employee who is or may reasonably be expected to be involved in the decision making process of the contested case who receives or who makes or knowingly causes to be made an ex parte communication as set forth in that subsection shall make the appropriate filings which shall be included in the official record of the contested case.



**007.04E.** Except to the extent that the Administrative Procedure Act or another statute provides otherwise, the agency record shall constitute the exclusive basis for agency action in contested cases under the act and for judicial review thereof.

**007.05.** **Costs.** All costs of a formal hearing shall be paid by the party or parties against whom a final decision is rendered.

**008. Decision and order in a contested case.**

**008.01.** Every decision and order adverse to a party to the proceeding, rendered by an agency in a contested case, shall be in writing or stated in the record and shall be accompanied by findings of fact and conclusions of law.

**008.02.** The decision and order should include:

**008.02A.** The name of the agency and name of the proceeding;

**008.02B.** The time and place of the hearing;

**008.02C.** The names of all parties or their attorneys who entered an appearance at the hearing;

**008.02D.** The findings of fact consisting of a concise statement of the conclusions upon each contested issue of fact;

**008.02E.** The conclusions of law consisting of the applications of the controlling law to the facts found and the legal results arising therefrom; and

**008.02F.** The order consisting of the action taken by the agency as a result of the facts found and the legal conclusions arising therefrom.

**008.03.** Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings

and conclusions shall be delivered or mailed upon request to each party or his or her attorney of record.

**009. Appeals.**

- 009.01.** Any person aggrieved by a final decision in a contested case is entitled to judicial review under the Administrative Procedure Act or to resort to such other means of review as may be provided by law.
- 009.02.** Parties desiring to appeal an agency decision must file a petition for review in the district court of the county where the agency action is taken within thirty days after the service of the final decision by the agency. The thirty day period for appeal commences to run from the date of mailing of the notice of order and decision to the parties or their attorneys of record. Service of the petition and summons must be made in accordance with Nebraska law.
- 009.03.** Unless otherwise provided by statute, the procedures of Neb. Rev. Stat. § 84-917 govern the procedure for taking an appeal.

**NEBRASKA ADMINISTRATIVE CODE**

**CERTIFICATE OF ADOPTION**

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF LANCASTER  
                                  )

I, Don Stenberg, the Attorney General for the State of Nebraska, hereby certify that the attached regulations, Title 53, Nebraska Administrative Code, Chapter 4, Rules of Practice and Procedure for Hearings in Contested Cases Before an Agency, are new regulations, were the subject of public hearing held on July 20, 1994, after notice as provided by law, and were adopted by me as Attorney General on this date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Don Stenberg  
Attorney General

RULES

**DISCUSSION AND CONSIDERATION  
OF NETWORK MANAGER REQUEST FOR PROPOSAL (RFP)**

**Details of Current Contract with Nebraska Interactive, LLC**

Initial Term: April 1, 2019 to March 31, 2024

Optional Renewal: One, two-year period (through March 31, 2026).

Selection of Contractor: A decision was made by the NSRB in September of 2018 to sole source the portal network manager contract to Nebraska Interactive, LLC, as reported in the September 12, 2018 meeting minutes (Agenda Item #10).

**History/Prior Contracts with Nebraska Interactive, LLC (or its predecessor)**

- February 1, 1998 to January 31, 2002. Renewed from February 1, 2002 to January 31, 2004.
- February 1, 2004 to January 31, 2007. Renewed from February 1, 2007 to January 31, 2010.
- February 1, 2010 to January 31, 2014. Renewed February 1, 2014 to January 31, 2016 and extended to March 31, 2016.
- April 1, 2016 to March 31, 2019.



## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of September 12, 2018

#### **Agenda Item 1. CALL TO ORDER, ROLL CALL.**

The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairman John A. Gale at 8:58 a.m. on September 12, 2018, in Room 1507 of the State Capitol, Lincoln, Nebraska.

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

John A. Gale, Secretary of State, State Records Administrator and Chairman;  
Lt. Gov. Mike Foley, representing the Governor;  
Phil Olsen, representing the Auditor of Public Accounts;  
Tony Ojeda, representing the Insurance Industry;  
Andrew J. Cano, representing the Libraries;  
Leslie Donley, representing the Attorney General;  
Brian Buescher, representing the Legal Profession;  
Jason Walters, representing the State Treasurer;  
M. John Steier, representing the Banking Industry  
Walter Weir, representing the General Public  
Angela Stenger, representing the Media  
Peter Kroll, representing the Director of Administrative Services

Staff in attendance:

Steven Chase, Executive Director  
Colleen Byelick, Agency Counsel  
Tracy Marshall, Recording Clerk

Others in attendance

Brent Hoffman, Nebraska Interactive LLC (NI LLC), General Manager  
Carmen Easley, Director of Operations & Marketing, NI LLC,  
Scott Somerhalder, Vice President of Operations, NIC Inc.  
Ed Toner, Chief Information Officer, Office of the Chief Information Officer (OCIO)  
James Ohmberger, IT Manager II, Office of the Chief Information Officer (OCIO)  
Terry Lowe, IT Applications Developer, OCIO  
Rhonda Lahm, Director, Nebraska Department of Motor Vehicles  
Greg Lemon, Director, the Nebraska Real Estate Commission

**Agenda Item 2. ANNOUNCEMENT OF NEBRASKA OPEN MEETINGS ACT.**

Chairman Gale 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 are located to the left of the public seating area.

**Agenda Item 3. NOTICE OF HEARING.**

Chairman Gale announced public notice of the meeting was duly published in the Lincoln Journal Star on August 15, 2018, and on the state’s website Public Meeting Calendar. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.**

Mr. Chase indicated that there was no modification to the agenda. Mr. Weir moved to adopt the Agenda as presented; seconded by Lt. Gov. Foley.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Ojeda	Olsen	Steier	Stenger
	Walters	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.**

Chairman Gale asked for a motion to approve the minutes of the June 12, 2018 meeting. Mr. Buescher moved to adopt the Minutes as presented, which Mr. Cano seconded.

Voting For:	Cano	Donley	Gale	Foley	Olsen
	Steier	Stenger			

Voting Against: None

Abstain	Buescher	Kroll	Ojeda	Walters	Weir
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Absent: None

The motion carried.

**Agenda Item 6. PUBLIC COMMENT.**

Chairman Gale asked the members of the audience if anyone wished to come forward to provide public comment on anything other than items listed on the agenda. No audience member indicated a desire to provide public comment.

Lt. Gov. Foley left the meeting at 9:28 a.m.

**Agenda Item 7. CHAIRMAN'S REPORT.**

**Agenda Item 7.a. Agreements & Addenda:**

**Agenda Item 7.a.1.** Mr. Chase introduced the Electronic Government Service Level Agreements (EGSLAs) between Nebraska Interactive, LLC (NI LLC), and the following entities: the City of Albion, the City of Atkinson, the City of Cambridge, Cheyenne County, Dakota County, Franklin County, Garfield County, Howard County, the City of Loup City, the City of Lyons, the City of Newman Grove, Perkins County, the City of Plattsmouth and the City of Stanton. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.2.** Mr. Chase introduced the following PIN-Debit Addenda to the EGSLAs between NI, LLC, the Nebraska State Records Board and the following entities: the City of Albion (REVISED), the City of Atkinson (REVISED), the City of Cambridge, Cheyenne County Treasurer (REVISED), Dakota County Treasurer (REVISED), the City of Fairbury (REVISED), the City of Franklin (REVISED), Garfield County (REVISED), Howard County Treasurer (REVISED), the City of Loup City (REVISED), the City of Lyons (REVISED), the City of Newman Grove, Perkins County Treasurer, the City of Plattsmouth, the City of Stanton (REVISED), and the City of Waverly (REVISED). Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.3.** Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the Dry Bean Commission, and the Public Service Commission. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.4.** Mr. Chase introduced the following Real Estate Tax Payment Addendum to the EGSLAs between NI, LLC, the Nebraska State Records Board and Howard County. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.5.** Mr. Chase introduced the following Gov2Go Addendum to the EGSLAs between NI LLC, the Nebraska State Records Board and the Deaf and Hard of Hearing Commission. Chairman Gale signed the agreement pursuant to Board authority.

**Agenda Item 7.a.6.** Mr. Chase introduced Addendum 14 to the Nebraska Department of Motor Vehicles (NDMV) EGSLA that would update the online system for transferring high-risk insurance forms (SR-22 and SR-26) between insurance companies and the NDMV. Appearing on behalf of the NDMV was Director Rhonda Lahm, and Brent Hoffman for NI LLC. Ms. Lahm indicated that the system proposed would improve the current system by providing real time filing of documents while reducing the fees paid by insurance companies and the NDMV's costs of operation. Mr. Olsen did question the reasonableness of the fees in comparison to the profit generated for NI LLC. Lahm stated that profit generated from this project was reasonable in that it offset at least 10 non-revenue generating projects of NI LLC and NDMV. Mr. Buescher motioned to approve the addenda, which Ms. Stenger seconded.

Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Stenger	Steier	Walters	Weir

Voting Against: Olsen

Absent: Foley

The motion carried.

**Agenda Item 7.a.7.** Mr. Chase introduced a fee proposal that arises from an agreement between the Nebraska Real Estate Commission (NREC) and iGov Solutions LLC, a Florida entity. Appearing on behalf of the NREC was director Greg Lemon. The agreement would update the NREC’s license database and management services. The NREC currently charges a three percent portal fee for all of its online services. The new agreement would increase fees to four percent to fund the new database. Ms. Donley motioned to approve the fee increase, which was seconded by Mr. Olsen.

Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against: None

Absent: Foley

The motion carried.

Lt. Gov. Foley returned to the meeting at 10:12 a.m.

**Agenda Item 8. Executive Director’s Report.**

**Agenda Item 8a. Cash Fund Balance:** Mr. Chase presented the Nebraska State Records Board Cash Fund Balance update for the second quarter of 2018 calendar year and the fourth quarter of the 2017-18 budget year. Ms. Stenger moved to adopt the Cash Fund Balance, which was seconded by Mr. Olsen.

Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against: None

Abstain: Foley

Absent: None

The motion carried.



**Agenda Item 8b. Project Status Report:** Mr. Chase presented a report on the projects performed by NI LLC, which is part of a quarterly review the executive director conducts with NI LLC and the OCIO. The report contained responses by the partner agencies and NI LLC as to the progress of the projects.

**Agenda Item 8c. Department of Administrative Services Statement of Work (SOW):** Mr. Chase presented a SOW to update the Department of Administrative Service’s (DAS) website. In the proposed SOW, NI LLC would update the website and the OCIO would provide hosting and maintenance. Because of the hosting and maintenance arrangement, the SOW deviates from the NSRB-approved template. The executive director asked the board whether it would prefer to modify the SOW template or allow the board to approve each deviated SOW on a case-by-case basis. At this time, the board preferred to review and approve each deviation of an SOW on a case-by-case basis. Ms. Stenger motioned to approve the SOW, which was seconded by Mr. Weir.

Voting For:	Buescher	Cano	Donley	Foley	Gale
	Kroll	Ojeda	Olsen	Stenger	Steier
	Walters	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 8d. Loss of Portal Functionality:** Mr. Chase a report from NI LLC that indicated the Portal experienced a loss of functionality from 8:00 a.m. on Sunday, June 24, 2018, to 8:00 a.m. on Monday, June 25, 2018. The incident occurred when NI LLC’s parent company, NIC, installed a software patch resulting in some transactions failing. Although it was difficult for NI LLC to monitor the situation, it has worked with NIC to prevent the incident from occurring in the future. Under Part IV.DD of the Network Manager agreement, “[i]n the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.” Mr. Buescher indicated that a similar incident occurred on February 8, 2012, and the board assessed the maximum penalty because of the language of the penalty section and because attributable to a defect in the system and not force majeure. Chairman Gale stated that this incident was within the control of NI LLC and NIC and not force majeure. Mr. Buescher motioned to assess the full \$20,000.00 penalty against NI LLC, which was seconded by Lt. Gov. Foley.

Voting For:	Buescher	Foley	Gale	Kroll	Ojeda
	Olsen	Stenger	Steier	Walters	Weir

Voting Against: None

Abstain: Cano Donley

Absent: None

The motion carried.

A break occurred at 10:50 a.m.

The meeting resumed at 11:10 a.m.

**Agenda Item 9. PORTAL MANAGER REPORTS.**

**Agenda Item 9.a. Project Priority Report:** Mr. Hoffman presented the updated Project Priority Report for the first quarter of the 2018 calendar year (or third quarter of the 2018 budget year) and a Project Priority Report for the second quarter of the 2018 calendar year (or fourth quarter of the 2018 budget year). Mr. Hoffman indicated that the highlighted areas on the First Quarter (Q1) Project Priority Report were projects not reported on the original Q1 report submitted at the June 13, 2018 NSRB meeting. Mr. Hoffman also stated that the highlighted areas on the second quarter (Q2) report include target launch dates that changed from the Q1 report. Ms. Stenger motioned to adopt both the Q1 and Q2 Project Priority Reports, which was seconded by Mr. Ojeda.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Ojeda	Olsen	Stenger	Steier
	Walters	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 9.b. General Manager’s Report:** Mr. Hoffman presented the General Manager’s report indicating that in the second quarter of 2018, NI LLC made 77 changes and deployed 51 programs along with 20 new services for state and local entities. Mr. Hoffman also noted that the Portal administered 3.4 million transactions and transmitted over \$49 million to state agencies. Two agencies, the NDMV and the Nebraska Department of Natural Resources received awards recognizing website design. The Center for Digital Government also announced that the State of Nebraska would receive awards for the Nebraska state website and the Nebraska State Patrol concealed handgun registration project. Along with Mr. Hoffman’s presentation was Bruce Rice, the Director of Development and Dave Pfister, Senior Developer. Both Mr. Rice and Mr. Pfister delivered a presentation on programing and development for the Portal.

Mr. Ojeda left the meeting at 11:40 a.m.

**Agenda Item 10. THE NETWORK MANAGER REQUEST FOR PROPOSAL (RFP) AND THE NETWORK MANAGER CONTRACT.** Mr. Cano moved that the Board go into a closed session at 11:55 a.m. on September 12, 2018, for the limited purpose of discussing the Network Manager RFP or alternatives, the current Network Manager’s contract renewals and extension, and possible new contract with Nebraska Interactive, LLC. The closed session is necessary for the protection of the public interest. Ms. Stenger seconded the motion for closed session.

Voting For:	Buescher Kroll Weir	Cano Olsen	Donley Stenger	Gale Steier	Foley Walters
Voting Against:	None				
Absent:	Ojeda				

The motion carried.

Mr. Cano moved that the Board adjourn from the closed session at 1:18 p.m. on September 12, 2018 regarding the Network Manager RFP or alternatives, the current Network Manager’s contract renewals and extension, and a possible new contract with NI LLC and return to the public meeting portion of the NSRB. Mr. Weir seconded the motion.

Voting For:	Buescher Kroll Weir	Cano Olsen	Donley Stenger	Gale Steier	Foley Walters
Voting Against:	None				
Absent:	Ojeda				

The motion carried.

**Agenda Item 10a. Network Manager RFP or alternatives:** Lt. Gov. Foley moved that the Department of Administrative Services cease from any further development activity on behalf of this Board of an RFP for a Portal Network Manager public bidding which had been previously initiated by this Board by public resolution for the reason that the Board intends to consider other options or alternatives than a public bidding. Ms. Stenger seconded the motion.

Voting For:	Buescher Kroll Weir	Cano Olsen	Donley Stenger	Gale Steier	Foley Walters
Voting Against:	None				
Absent:	Ojeda				

The motion carried.

**Agenda Item 10b. Network Manager’s contract renewals and extension:** Ed Toner, the Chief Information Officer of the OCIO and Peter Kroll, DAS procurement supervisor, both provided testimony as to how the NSRB should proceed in this matter. Mr. Toner indicated that the Network Manager administers over 900 applications and hosts over 100 websites. Because there is not a public or private entity that could assume the quality and particularity of applications, Mr. Toner stated that a sole source agreement is necessary. Furthermore, Mr. Toner also said a sole

source agreement would be in the best interest of the State of Nebraska because it increase the state’s revenue stream. Mr. Kroll testified that a sole source agreement would meet the criteria of Neb. Rev. Stat. §73-503 in that the services provided by NI LLC are of such a unique nature to warrant such an agreement and availability at the location requested. Because of the statements of Mr. Toner and Mr. Kroll, the NSRB took no action on Item 10b. regarding further contract renewals or extensions.

**Agenda Item 10c. Authorization of a new Network Manager’s Contract:** Lt. Gov. Foley moved to authorize the Secretary of State with the assistance of the Department of Administrative Services and the Office of the Chief Information Officer to draft a sole source Portal Network Manager Contract with Nebraska Interactive, LLC (NI LLC) and its parent company, NIC, Inc. to become effective April 1, 2019, that will include the same terms, conditions, and specifications of the current Portal Network Manager Contract that became effective April 1, 2016, with these exceptions: a new term of five (5) years from April 1, 2019, with a one, two-year renewal option of the Board; that the split of transaction fee revenues would be 20 percent to the Board with 80 percent to the Portal Network Manager; and subscription fees would increase from \$50.00 per subscription to \$100.00 per subscription. Mr. Cano seconded the motion.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Olsen	Stenger	Steier	Walters
	Weir				
Voting Against:	None				
Absent:	Ojeda				

The motion carried.

**Agenda Item 11. DATE FOR NEXT MEETING**

Chairman Gale announced the next NSRB meeting will be held on December 12, 2018, at 9:00 a.m., in Room 1507 of the State Capitol.

**Agenda Item 12. ADJOURNMENT**

Ms. Stenger moved to adjourn the meeting, which was seconded by Mr. Walters. All members present signified their agreement by saying “aye”. Chairman Gale declared the meeting adjourned at 1:25 p.m.

  
 \_\_\_\_\_  
 Colleen Byelick  
 Secretary of State  
 Acting Chairperson, State Records Board

12-12-18  
 \_\_\_\_\_  
 Date



## MEMORANDUM

TO: PORTAL OPERATIONS SUBCOMMITTEE

FROM: NEBRASKA INTERACTIVE, LLC DBA NIC NEBRASKA

DATE: MAY 31, 2022

RE: REQUEST FOR FUNDING SUPPORT

### Overview of Request

Nebraska Interactive, LLC (NIC Nebraska), the contracted network manager, is requesting the Nebraska State Records Board (NSRB) consider providing funding to support NIC Nebraska contracting with The Grails Foundation or Object Computing, Inc (OCI) (Grails Foundation or OCI) for completion of upgrades to applications built on the Grails framework.

### Introduction to Proposed Subcontractor

The Grails Foundation is the non-profit oversight group that manages the open-source Grails framework. OCI is an organization that offers dedicated support to users on behalf of the Grails Foundation. The Grails Foundation and OCI are the subject matter experts of the Grails framework. OCI technical lead, Jason Schindler, is a current Grails Foundation Advisory Board Member. NIC Nebraska has identified OCI as a potential subcontractor because of their Grails framework expertise.

Located in St. Louis, Missouri, OCI has been in business for 27 years, serving over 230 clients around the world. This list of clients includes the U.S. Airforce, U.S. Department of Defense, U.S. Navy, and NASA.

OCI has specific experience and knowledge relieving technical debt. In a published case study, OCI explains how they assisted a leading energy and telecommuting company transform its application suite from pending obsolescence. This specific example is in line with the work NIC Nebraska is proposing OCI complete on their behalf.

Object Computing Inc. (OCI) - <https://objectcomputing.com/>

*Specific contact information for OCI will be shared at the request of the Executive Director.*

### Current Relationship with Proposed Subcontractor

Earlier this year, NIC Nebraska entered a consulting partnership with the Grails Foundation and OCI. As a consultant, OCI provides guidance to NIC Nebraska as upgrades are executed on NIC Nebraska's Grails framework, saving a significant amount of time in researching and troubleshooting challenges and errors.

### Requirements in Master Contract

After NIC Nebraska determined that OCI is a qualified subcontractor, the NSRB Executive Director, NIC Nebraska, and OCI initiated discussions to determine if OCI could satisfy the requirements in the Master

Contract that are applicable to subcontractors. Based upon initial discussions, it is anticipated that OCI can satisfy such requirements, but OCI has requested a modification to the insurance requirements.

#### Amount of Funding Requested

The initial, informal cost estimate (produced by OCI to complete 15-20 applications) is projected at \$500,000-\$750,000. NIC Nebraska will provide OCI with a list of applications, documentation, and source code necessary to produce an official cost estimate, if appropriate.

If the NSRB approves funding to support NIC Nebraska's subcontract, NIC Nebraska will request reimbursement of any invoices received from OCI, up to the maximum amount of funding approved by the NSRB. An accounting report and supporting documentation will be provided as directed by the NSRB Executive Director.

NIC Nebraska is expending a significant amount of time amongst our current development and project management staff to complete framework upgrades.

NIC Nebraska has paid the upfront cost to engage OCI as a consultant, including the cost for the initial subcontracting estimate. The initial consulting agreement is valued at \$20,000. Additionally, NIC Nebraska contributed nearly \$1.6 million dollars in revenue share to the Records Management Cash Fund in the year 2021.

NIC would not be able to accommodate the cost to hire OCI as a subcontractor. This sizeable investment would represent a 28% impact to our operating income, and a 39% impact to our total NET revenue, based off our 2021 financials. This expenditure would not be feasible to our financial performance.

#### Anticipated Timeline

In our initial review, NIC Nebraska identified 20 low-to-medium complexity applications to have OCI upgrade. NIC Nebraska has not paid for a detailed timeline on each of these projects; however, NIC Nebraska anticipates an average of three weeks per upgrade. Based on this average, we estimate that the 20 potential applications would take 60 development weeks to complete. Multiple applications would be completed simultaneously, meaning the entirety of the subcontracting work would not take 60 weeks. NIC Nebraska does not have the bandwidth to work simultaneously on several other applications. OCI has committed to provide and adhere to a detailed timeline if the project is awarded. That timeline would be presented to appropriate NSRB representatives.

Although NIC Nebraska will still have a small percentage of work to complete on each application, having OCI conduct the upgrades creates significant resource savings. It is difficult to estimate how much of an impact a subcontractor would have on our technical upgrade timeline; however, NIC Nebraska ensures it would be a significant benefit.

NIC Nebraska's original plan was to resume regular operations in 2023 and continue progress on Grails framework upgrades within our regular maintenance cycle. Based on current progress, that timeline would potentially have been delayed by months. Partnering with OCI as a subcontractor allows NIC Nebraska to return to normal operations in a quicker timeframe.

### Benefit to NSRB and Partners

Reinvesting into this project would give NIC Nebraska the capacity to develop new custom services and enhancements that our partners rely on. NIC Nebraska partners have important projects and enhancements that have been deferred while necessary Grails upgrades are completed.

New applications and enhancing current online government services brings value to the citizens of Nebraska. Additionally, new development generally results in new revenue opportunities for NSRB, via the 20% revenue share.

Lastly, completing these upgrades quicker avoids unnecessary impact to NIC Nebraska resources in the event of significant vulnerabilities. NIC Nebraska's best defense to mitigate risk is to move applications to a supported version of the Grails framework as soon as possible. Enlisting the help of a subcontractor allows NIC Nebraska to do that.

### Other Information

This technical infrastructure project is particularly challenging and complex, based primarily on the unknown. NIC Nebraska has not engaged in an upgrade of this magnitude before. Additionally, it's incredibly difficult to estimate timelines and duration with limited experience in this type of upgrade.

Unlike other software developers, NIC Nebraska does not have the ability to pause all development and work uninterrupted while completing upgrades. As the contracted network manager, NIC Nebraska has an obligation to continue implementing statutory requirements and maintaining the usability of existing applications, making progress on upgrades more cumbersome.

When NIC Nebraska introduced this undertaking to the board in the fourth quarter of 2021, NIC Nebraska had originally looked at the opportunity to hire a subcontractor to complete the work. At that time, we had not identified a competent subcontractor who could complete upgrades in a fashion that NIC Nebraska could maintain in the future. Additionally, NIC Nebraska had not identified financial resources to hire a subcontractor. Through our ongoing consultant relationship, NIC Nebraska has grown increasingly confident in OCI's ability to effectively deliver these upgrades.

The board has reinvested revenue into the portal in the past. At the November 2004 NSRB meeting, the board approved the amount of \$175,000 for various portal improvements.

### Summary

NIC Nebraska has served as the states Network Manager since 1996. Within that time, we have significantly grown online government services amongst state agencies and numerous county and local partners. NIC Nebraska has built a reputation of developing quality and reliable software. Many state agencies rely on NIC Nebraska and the portal's ability to grow and enhance online government services.

The Nebraska State Records Board may reinvest funds from the Records Management Cash Fund to support a subcontractor in completing framework upgrades. Supporting a subcontractor would demonstrate that the NSRB is fully invested in supporting the state's online government services. The addition of a framework subcontractor would have a significant impact on NIC Nebraska's ability to focus on delivering new services and enhancements to our state and local partners.

In closing, NIC Nebraska is fully committed to completing framework upgrades to maintain the integrity and security of the state's online services. As we progress on framework upgrades, NIC Nebraska will

continue to look at options that will decrease the resource impact to state and local partners. NIC Nebraska encourages the Portal Operations Subcommittee to recommend providing funding to support NIC Nebraska contracting with The Grails Foundation or Object Computing, Inc (OCI) (Grails Foundation or OCI) for completion of upgrades to applications built on the Grails framework.



NIC 2022 Grails Updates

Priority	Project Status	Service Name	Partner Name	Estimated Full Development Start MM/YY	Estimated Month Completed	Actual Project Begin Date	Actual Project Launch Date	Complexity
<b>Launched</b>								
1	Launched	AGO Complaint Management System	Attorney General's Office	12/21	Jan-22	12/14/21	01/25/22	Low
2	Launched	Oracle Database	NIC Nebraska Internal	03/21	Feb-22	03/01/21	02/03/22	Medium
<b>Active</b>								
3	In Development	SOS Voter Registration System	Secretary of State	1/22	Jun-22	01/14/22		Medium
4	In Development	DMV Commercial Driver License (CDL) Testing System	Department of Motor Vehicles	03/21	Jun-22	03/01/21		High
5	In Development	AOC Appellate Courts eFiling System	Administrative Office of the Courts	04/22	Jun-22	04/11/22		Medium
6	Queued for Development	NI Subscription Signup System	NIC Nebraska Internal	06/22	Sep-22			Low
7		NSP Criminal History Request System	Nebraska State Patrol	06/22	Sep-22			Low
8		SOS Corporate Document eDelivery System	Secretary of State	06/22	Sep-22			Medium
9		DMV OTC Payment Engine System	Department of Motor Vehicles	07/22	Sep-22			Medium
10		AOC Trial Court eFiling System	Administrative Office of the Courts	08/22	Dec-22			High
11		NBC Brand Inspection & Database System	Nebraska Brand Committee	08/22	Dec-22			High
12		AOC ePayments System	Administrative Office of the Courts	08/22	Dec-22			Medium
13		NDR Tax Payment Plan System	Nebraska Department of Revenue	08/22	Dec-22			High
14		NSP Appointment Calendar System	Nebraska State Patrol	08/22	Dec-22			Medium
15		NSP CHP - Concealed Handgun Renewal & Replacement Permit System	Nebraska State Patrol	10/22	Dec-22			Low
16		NDA Measuring Device Registration System	Nebraska Department of Agriculture	12/22	Dec-22			Low
17		NDA Feed, Fertilizer and Liming Tonnage Report System	Nebraska Department of Agriculture	10/22	Dec-22			Medium
18		WCC eFiling	Workers Compensation Court	11/22	Dec-22			Medium
19		DHHS Professional License Monitoring System	Department of Health & Human Services	1/23	Mar-23			Low
20		NDA Nursery License Fees System	Nebraska Department of Agriculture	1/23	Mar-23			Medium
21		DMV Certified Driver Record (CDR) System	Department of Motor Vehicles	1/23	Mar-23			Low
22		SFM Fireworks Licensing, Permit & Search Suite	State Fire Marshal	2/23	Mar-23			Medium
23		AOC Appellate Courts ePublications System	Administrative Office of the Courts	12/22	Dec-22			Medium
24		DMV Handicap Permits	Department of Motor Vehicles	2/23	Jun-23			Medium
25		DMV SR 22/26 Single Submit System	Department of Motor Vehicles	2/23	Jun-23			Medium
26		DMV Student Driver Safety Waiver System	Department of Motor Vehicles	3/23	Sep-23			Medium
27		NLCC Beer, Wine & Spirit Manufacturing Reporting System	Nebraska Liquor Control Commission	01/23	Jun-23			High
28		PSC Auto Dialer Scripts System	Public Service Commission	4/23	Jun-23			Low
29		PSC Remittance System	Public Service Commission	4/23	Sep-23			Medium
30		NSP Misdemeanor Crime of Domestic Violence (MCDV) System	Nebraska State Patrol	<b>TBD</b>	<b>TBD</b>			Medium
31		MVILB Dealer System	Motor Vehicle Industry Licensing Board	06/23	Sep-23			Medium
32		NDA Farmers' Market Nutritional System	Nebraska Department of Agriculture	05/23	Sep-23			Medium
33		NLCC Beer Wholesaler Reporting System	Nebraska Liquor Control Commission	03/23	Sep-23			Medium
34		DOI Medical Malpractice System	Department of Insurance	<b>TBD</b>	<b>TBD</b>			High
<b>Migration to AppEngine Or Application Rewrite</b>								
35		NDCS Federal Surplus Property System	Nebraska Department of Correctional Services	Aug-22	Dec-22			High
36		AOC Courts Juror Form System	Administrative Office of the Courts	Aug-22	Dec-22			Low
37		E&A Architect and Engineer Comity (Reciprocity) System	Engineers and Architects	Aug-22	Dec-22			High
38		SED Electrician License System	State Electrical Division	Aug-22	Dec-22			High
39		NDA Annual/Semi Annual Reporting of Commodity System	Nebraska Department of Agriculture	Jun-22	Sep-22			High
40		NDA Quarterly Reporting of Commodity System	Nebraska Department of Agriculture	Jun-22	Sep-22			High
41		NDA Auction Market Fee System	Nebraska Department of Agriculture	Jun-22	Sep-22			High
<b>Deprecating Service</b>								
	Paused - Internal	NDA Monthly Reporting of Commodity System	Nebraska Department of Agriculture	TBD	TBD			
	Date Last Revised: 5/2/2022							
	Meeting: May 4, 2022							

Priority	Project Status	Website	Partner Name	Estimated Start MM/YY	Estimated Month Completed	Actual Project Begin Date	Actual Project Launch Date	Complexity
1	Queued for Development	<a href="#">Nebraska Interactive Meadowlark Website</a>	Nebraska Interactive	05/22	Jun-22			Low
2		<a href="#">Nebraska Interactive Website</a>	Nebraska Interactive	05/22	Jun-22			Low
3		<a href="#">Arthur County</a>	Arthur County	05/22	Jun-22			Low
4		<a href="#">Antelope County</a>	Antelope County	05/22	Jun-22			Low
5		<a href="#">Natural Resources Commission</a>	Natural Resources Commission	06/22	Jun-22			Low
6		<a href="#">Loup County</a>	Loup County	06/22	Jun-22			Low
7		<a href="#">Sherman County</a>	Sherman County	06/22	Jun-22			Low
8		<a href="#">Blaine County</a>	Blaine County	06/22	Jun-22			Low
9		<a href="#">Stanton County</a>	Stanton County	06/22	Jun-22			Low
10		<a href="#">Chase County</a>	Chase County	06/22	Jun-22			Low
11		<a href="#">Jefferson County</a>	Jefferson County	06/22	Sep-22			Low
12		<a href="#">Holt County</a>	Holt County	07/22	Sep-22			Low
13		<a href="#">Bazile Groundwater Management Area</a>	Bazile Groundwater Management Area	07/22	Sep-22			Low
14		<a href="#">Dodge County</a>	Dodge County	07/22	Sep-22			Low
15		<a href="#">Polk County</a>	Polk County	07/22	Sep-22			Low
16		<a href="#">Abstracters Board of Examiners</a>	Abstracters Board of Examiners	07/22	Sep-22			Low
17		<a href="#">Nebraska Board of Pardons</a>	Nebraska Board of Pardons	08/22	Sep-22			Low
18		<a href="#">Nebraska State Board of Landscape Architects</a>	Nebraska State Board of Landscape Architects	08/22	Sep-22			Low
19		<a href="#">Nebraska Board of Geology</a>	Nebraska Board of Geology	08/22	Sep-22			Low
20		<a href="#">Engineers and Architects</a>	Engineers and Architects	08/22	Sep-22			Low
21		<a href="#">Professional Practices Commission</a>	Professional Practices Commission	08/22	Sep-22			Low
22		<a href="#">Nebraska State Records Board</a>	Nebraska State Records Board	09/22	Sep-22			Low
23		<a href="#">City of Lyons</a>	City of Lyons	09/22	Sep-22			Low
24		<a href="#">Coordinating Commission for Postsecondary Education</a>	Coordinating Commission for Postsecondary Education	09/22	Sep-22			Low
25		<a href="#">Nebraska Commission of Industrial Relations</a>	Nebraska Commission of Industrial Relations	09/22	Dec-22			Low
26		<a href="#">Lieutenant Governor</a>	Lieutenant Governor	10/22	Dec-22			Low
27		<a href="#">Nebraska Dry Bean Commission</a>	Nebraska Dry Bean Commission	10/22	Dec-22			Medium
28		<a href="#">Nebraska Investment Council</a>	Nebraska Investment Council	10/22	Dec-22			Medium
29		<a href="#">Village of Walthill</a>	Village of Walthill	10/22	Dec-22			Medium
30		<a href="#">Nebraska Center for Nursing</a>	Nebraska Center for Nursing	11/22	Dec-22			Medium
31		<a href="#">Nebraska Commission for the Deaf and Hard of Hearing</a>	Nebraska Commission for the Deaf and Hard of Hearing	11/22	Dec-22			Medium
32		<a href="#">Nebraska Commission for the Blind and Visually Impaired</a>	Nebraska Commission for the Blind and Visually Impaired	11/22	Dec-22			Medium
33		<a href="#">Lewis &amp; Clark Natural Resource District</a>	Lewis & Clark Natural Resource District	12/22	Dec-22			Medium
34		<a href="#">State of Nebraska Board of Parole</a>	State of Nebraska Board of Parole	12/22	Dec-22			Medium
35		<a href="#">Nebraska Board of Public Accountancy</a>	Nebraska Board of Public Accountancy	12/22	Mar-23			Medium
36		<a href="#">Nebraska Power Review Board</a>	Nebraska Power Review Board	01/23	Mar-23			Medium
37		<a href="#">Nebraska Athletic Commission</a>	Nebraska Athletic Commission	01/23	Mar-23			Medium
38		<a href="#">Nebraska Brain Injury Advisory Council</a>	Nebraska Brain Injury Advisory Council	01/23	Mar-23			Medium
39		<a href="#">Nebraska State Electrical Division</a>	Nebraska State Electrical Division	02/23	Mar-23			Medium
40		<a href="#">Nebraska State Fire Marshal</a>	Nebraska State Fire Marshal	02/23	Mar-23			Medium
41		<a href="#">Nebraska Brand Committee</a>	Nebraska Brand Committee	02/23	Mar-23			Medium
42		<a href="#">Liquor Control Commission</a>	Liquor Control Commission	03/23	Mar-23			Medium
43		<a href="#">Crime Commission</a>	Crime Commission	03/23	Jun-23			Medium
44		<a href="#">Nebraska Accountability and Disclosure Commission</a>	Nebraska Accountability and Disclosure Commission	03/23	Jun-23			Medium
45		<a href="#">Nebraska Department of Revenue</a>	Nebraska Department of Revenue	04/23	Jun-23			High
46		<a href="#">Nebraska Department of Insurance</a>	Nebraska Department of Insurance	04/23	Jun-23			High
47		<a href="#">Assistive Technology Partnership</a>	Assistive Technology Partnership	05/23	Jun-23			High
48		<a href="#">Nebraska Department of Banking and Finance</a>	Nebraska Department of Banking and Finance	05/23	Jun-23			High
49		<a href="#">Nebraska Public Service Commission</a>	Nebraska Public Service Commission	06/23	Jun-23			High
50		<a href="#">Tax Equalization and Review Commission</a>	Tax Equalization and Review Commission	06/23	Jun-23			High
51		<a href="#">Governor Pete Ricketts</a>	Governor Pete Ricketts	07/23	Aug-23			High
52		<a href="#">Nebraska One Stop Portal</a>	Governor Pete Ricketts	07/23	Aug-23			High
53		<a href="#">Nebraska Attorney General's Office</a>	Nebraska Attorney General's Office	08/23	Aug-23			High
54		<a href="#">Protect the Good Life</a>	Nebraska Attorney General's Office	08/23	Aug-23			High
55		<a href="#">Nebraska Dose of Reality</a>	Nebraska Attorney General's Office	08/23	Aug-23			High
56		<a href="#">Nebraska Emergency Management Agency</a>	Nebraska Emergency Management Agency	09/23	Dec-23			Very High
57		<a href="#">History Nebraska</a>	History Nebraska	10/23	Dec-23			Very High
58		<a href="#">Nebraska Department of Natural Resources</a>	Nebraska Department of Natural Resources	11/23	Dec-23			Very High
59		<a href="#">Department of Motor Vehicles</a>	Department of Motor Vehicles	12/23	Mar-24			Very High
60		<a href="#">Department of Veterans' Affairs</a>	Department of Veterans' Affairs	01/24	Mar-24			Very High
61		<a href="#">Department of Veterans' Affairs World War I Commemoration</a>	Department of Veterans' Affairs	01/24	Mar-24			Medium
62		<a href="#">Nebraska Secretary of State</a>	Nebraska Secretary of State	02/24	Mar-24			Very High
Date Last Revised: 5/2/2022								
Meeting: May 04, 2022								

**Current Project Priority Report (June 10, 2022 - NSRB Meeting) NEW**

**Project In Progress (Revised 5/10/2022)**

Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
1	Administrative Office of the Courts	AOC Trial Court eBOE	10/27/21	Mar-22	Tier 1	4/20/2022
2	Administrative Office of the Courts	AOC Trial eFiling eService	01/03/22	Mar-22	Tier 1	
3	Administrative Office of the Courts	AOC Trial eFiling Non-Case Filing	01/17/22	Apr-22	Tier 1	
4	Administrative Office of the Courts	AOC Trial eFiling Single Party	02/01/22	Apr-22	Tier 1	
5	Bellevue City	Bellevue City Permits and Inspections	05/26/21	May-22	Tier 2	
6	Big Springs Village	Big Springs Village PayPort	03/29/22	May-22	Tier 2	
7	Cass County 20	Cass County Zoning Permits (CCP ONLY)	08/03/21	May-22	Tier 2	
8	Crawford City	Crawford City PayPort	03/03/22	Apr-22	Tier 2	4/19/2022
9	Department of Health & Human Services	Elder Justice Training Registration	04/06/22	Jun-22	Tier 3	
10	Department of Insurance	DOI Medical Malpractice Renewals	02/15/18	Apr-22	Tier 2	
11	Department of Insurance	DOI Payment Portal (AE)	01/03/22	Jun-22	Tier 2	
12	Department of Motor Vehicles	DMV DLS Data Forms	03/18/17	Jun-22	Tier 2	
13	Department of Motor Vehicles	DMV 24/7 Permit (SPP)	04/15/22	Jul-22	Tier 2	
14	Grant City	Grant City PayPort	03/29/22	May-22	Tier 2	5/3/2022
15	Kimball City	Kimball City PayPort	06/14/21	Apr-22	Tier 2	4/27/2022
16	Nebraska Accountability and Disclosure Commission	NADC Website Redesign	01/03/22	Apr-22	Tier 2	
17	Nebraska Department of Agriculture	NDA Quarterly Reporting Wheat Fee Increase	03/10/22	Apr-22	Tier 3	4/1/2022
18	Nebraska Department of Agriculture	NDA FFAL Tonnage Fee and Code Change	03/02/22	Jul-22	Tier 2	
19	Nebraska State Patrol	NSP Apt Calendar Reason Fingerprinted FBI Mandate Updates	02/17/22	Jun-22	Tier 2	
20	Nebraska State Patrol	NSP Appointment Calendar Remove Fees for Daycare	04/07/22	Jun-22	Tier 2	
21	State Electrical Division	SED Contractor Homeowner/Contractor Permit Disbursement Changes	02/17/22	Apr-22	Tier 3	4/1/2022

**Project Completed in Quarter 1 2022**

Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
22	Administrative Office of the Courts	AOC Probate eFiling	12/10/21	Mar-22	Tier 1	3/21/2022
23	Assistive Technology Partnership	Assistive Technology Partnership	09/01/20	Feb-22	Tier 2	2/16/2022
24	Bennet Village	Bennet Village PayPort	01/26/22	Mar-22	Tier 2	3/2/2022
25	Cherry County 66	Cherry County Road Report (AE)	09/07/21	Jan-22	Tier 2	01/19/22
26	Department of Motor Vehicles	DMV RCDL Temp Document Updates	10/21/21	Jan-22	Tier 2	1/3/2022
27	Department of Motor Vehicles	DMV CDL Database ELDT Updates	10/04/21	Feb-22	Tier 2	02/07/22
28	Department of Motor Vehicles	DMV DLR Batch Server, CICS and XML Updates for RCDL	01/21/22	Feb-22	Tier 2	2/14/2022
29	Department of Motor Vehicles	DMV DL Record Interactive CC RCDL Updates	01/13/22	Feb-22	Tier 2	2/14/2022
30	Department of Motor Vehicles	DMV DL Record Interactive Subscriber RCDL Updates	01/13/22	Feb-22	Tier 2	2/14/2022
31	Department of Motor Vehicles	DMV DL Batch Monitoring RCDL Updates	01/13/22	Feb-22	Tier 2	02/14/22
32	Department of Motor Vehicles	DMV Driver License Reinstatements CCP Conversion	11/10/21	Mar-22	Tier 2	3/9/2022
33	Fairbury City	Fairbury City PayPort - Add additional locations	02/08/22	Mar-22	Tier 2	3/7/2022
34	Hastings City	Hastings City Multi-Payment Solution (AE)	12/03/21	Jan-22	Tier 2	1/31/2022
35	Murray Village	Murray Village PayPort	01/25/22	Feb-22	Tier 2	2/8/2022
36	Nebraska Brand Committee	NBC Brand Application Research Fee	12/21/21	Jan-22	Tier 2	01/03/22
37	Nebraska Brand Committee	NBC Customer Portal Initial Build	10/04/21	Feb-22	Tier 2	2/9/2022
38	Nebraska Department of Transportation	NDOT Hay Permit Payments CCP Integration ONLY	03/18/21	Jan-22	Tier 3	1/12/2022
39	Nebraska Liquor Control Commission	NLCC Spirit/Wine Wholesale Excise Report Update for (RTD) Ready to Drink Cocktails	11/29/21	Feb-22	Tier 2	2/1/2022
40	Nebraska Public Employees Retirement Systems	NPERS Website	07/01/21	Jan-22	Tier 2	1/31/2022
41	Petersburg Village	Petersburg Village PayPort	01/10/22	Jan-22	Tier 1	1/26/2022
42	Sarpy County Clerk 59	Sarpy County Tobacco License Application (AE)	10/25/21	Jan-22	Tier 2	1/12/2022
43	Staplehurst Village	Staplehurst Village PayPort	01/18/22	Feb-22	Tier 2	02/03/22

**Projects Deferred or Paused by Partner**

Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
44	Nebraska State Patrol	NSP Felony Project	09/29/21		Tier 3	

# General Manager's Report

January 1st - March 31st

Quarter 1 2022

## Executive Summary

The first quarter of 2022 was productive and challenging. The NIC Nebraska team continued to make progress towards our technical infrastructure upgrades. Throughout the first quarter, our team laid the groundwork to complete several upgrades efficiently and effectively. To best navigate the execution of the upgrades, NIC Nebraska collaborated with the Grails Foundation; an organization that exists to support, and collectively lead, the open-source Grails framework. The Grails Foundation aided NIC Nebraska team members as a consultant.

The Q1 revenue growth was driven by a 7% increase in Instant Government Services (IGS), a 21% increase in property taxes, a 5% increase in vehicle renewals, and an increase in federal grant funding. Commercial subscriber services remained flat.

In Q1 of 2022, 83% of hours worked came at no cost to state agency or local partners. The total state cost avoidance for Q1 was \$2,007,224, an increase in 6% compared to the same period in 2021. Merchant and payment processing costs increased 25% while NIC NE's net profit simultaneously increased by 13% (compared to Q1 of 2021).

NIC Nebraska was awarded the Hermes Creative Gold Award for design and development work completed on the Nebraska Emergency Management Agency (NEMA) Website. The website was recognized as a leader within the Government Website category. The Hermes Creative Awards honors the messengers and creators of the information revolution. Each year, competition judges evaluate the creative industry's best publications, branding collateral, websites, videos, and advertising, marketing, and communication programs. The competition is administered by the Association of Marketing and Communication Professionals (AMCP).

NIC Nebraska was also awarded the Interactive Media Awards (IMA) Outstanding Achievement Award for work done on the Nebraska Department of Veterans' Affairs (NDVA) Website. The Outstanding Achievement Award is the second highest honor bestowed by IMA and an extremely challenging award to win. The IMA gave the entry a score of 477, with a maximum score of 500. The score is comprised of five categories (design, content, feature functionality, usability, and standards compliance). This is the third award NIC NE has won on behalf of the partner for the NDVA website.

In the past six to 12 months, technology and software industries faced a challenging employee retention hurdle. A recent Forbes article references an interesting trend where smaller regions are seeing higher salary growth as talent moves to lower cost of living areas. In Q1, NIC Nebraska was not spared by these challenges; losing three highly qualified and talented employees. Our team has been successful in adding four qualified software developers this past quarter (Jeffery Holcomb, Sam Brunner, Zane Klausung, and Joshua Bull) and we are encouraged by their progress to date. In addition, NIC Nebraska promoted Natalie Erb to Senior Product Owner. Natalie has been with NIC NE for over six years and has been entrusted to work with some of our most valuable partners, and some of the most critical projects. In her new role, Natalie will focus on improving processes regarding project management, documentation, and the overall development cycle.

NIC Nebraska delivered several new projects, services, and enhancements to our partners in Q1 and deployed six new payment processing services.

Brent Hoffman

General Manager

NIC Nebraska

## NIC Nebraska Honored in International Awards



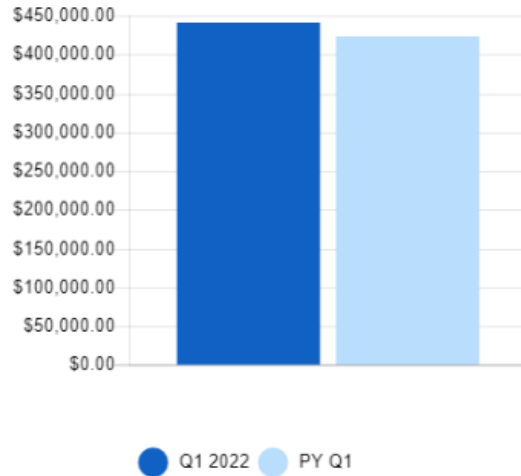
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# Financials

## 2022 GM Financials Report

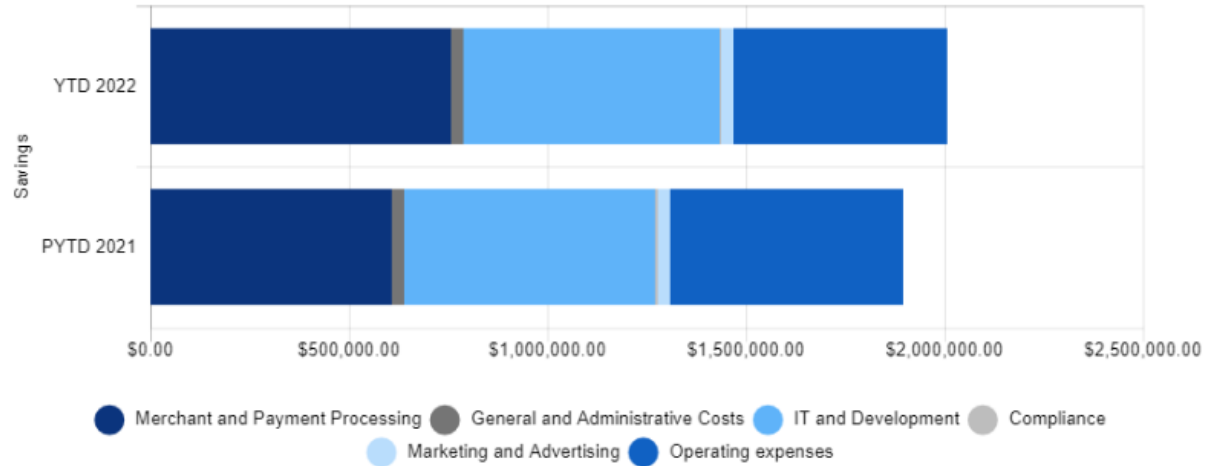
Primary	Q1 2022	PY Q1	Q1 % Variance	YTD 2022	PYTD 2021	FY Variance (%)
NI Revenue	\$3,043,424.00	\$2,841,753.00	7%	\$3,043,424.00	\$2,841,753.00	7%
20% NSRB Margin Share	\$440,888.00	\$423,040.00	4%	\$440,888.00	\$423,040.00	4%
Gross Margin	\$2,602,535.00	\$2,418,713.00	8%	\$2,602,535.00	\$2,418,713.00	8%
Merchant and Payment Processing	\$756,210.00	\$607,081.00	25%	\$756,210.00	\$607,081.00	25%
General and Administrative Costs	\$32,563.00	\$31,502.00	3%	\$32,563.00	\$31,502.00	3%
IT and Development	\$643,532.00	\$630,946.00	2%	\$643,532.00	\$630,946.00	2%
Compliance	\$4,227.00	\$8,595.00	-51%	\$4,227.00	\$8,595.00	-51%
Marketing and Advertising	\$33,152.00	\$30,310.00	9%	\$33,152.00	\$30,310.00	9%
Operating expenses	\$537,540.00	\$585,330.00	-8%	\$537,540.00	\$585,330.00	-8%
Total Expenses	\$2,007,223.00	\$1,893,765.00	6%	\$2,007,223.00	\$1,893,765.00	6%
Operating Income	\$595,313.00	\$524,948.00	13%	\$595,313.00	\$524,948.00	13%
Total Income Tax Expense (Benefit)	\$161,746.00	\$142,342.00	14%	\$161,746.00	\$142,342.00	14%
Net After-Tax Income (Loss)	\$433,567.00	\$382,606.00	13%	\$433,567.00	\$382,606.00	13%

## Cash Back to the State Records Board Fund



The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q1 2022, NSRB revenue share increased 4.22% compared to Q1 2021.

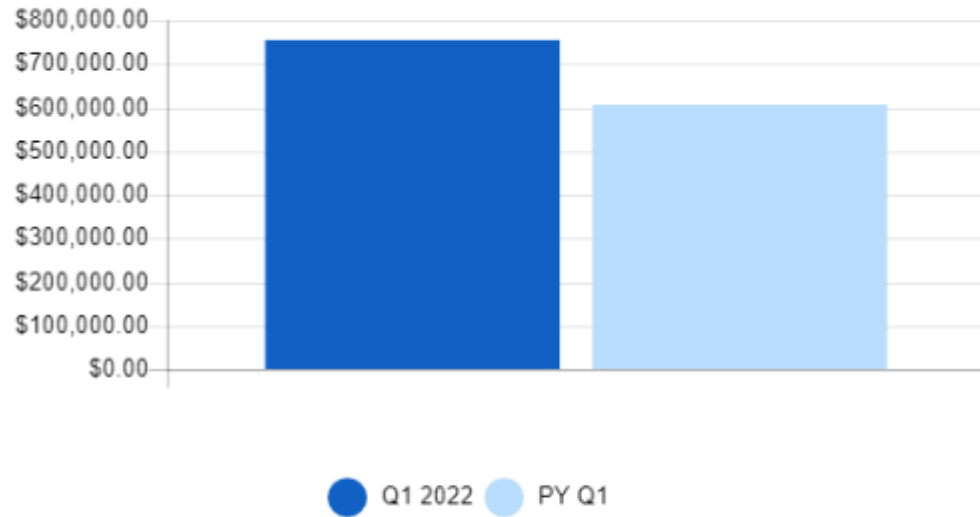
## State Cost Avoidance



The State avoids the costs of several different portal operations. The total state cost avoidance for these areas was **\$2,007,224** in Q1 of 2022. These various cost increased 6% in Q1 of 2022 compared to the same period in 2021. Merchant and payment processing cost increased 25% compared to Q1 2021.

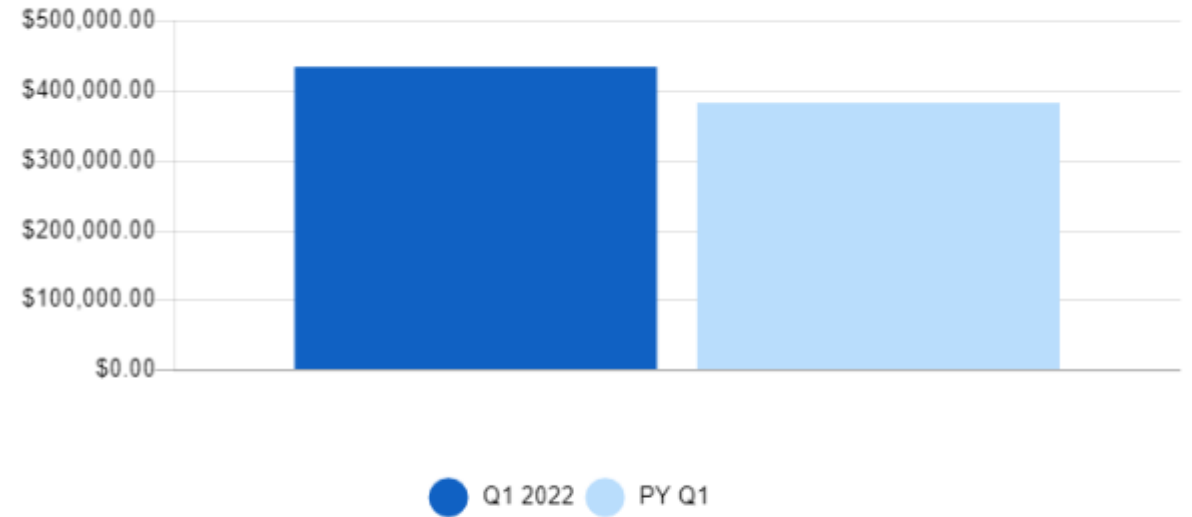
# Financials

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



NIC Nebraska pays the merchant and banking cost for all transaction fees approved by the board. These costs affect the operating income of the portal. Merchant fees increased 25% in Q1 of 2022 compared to Q1 of 2021.

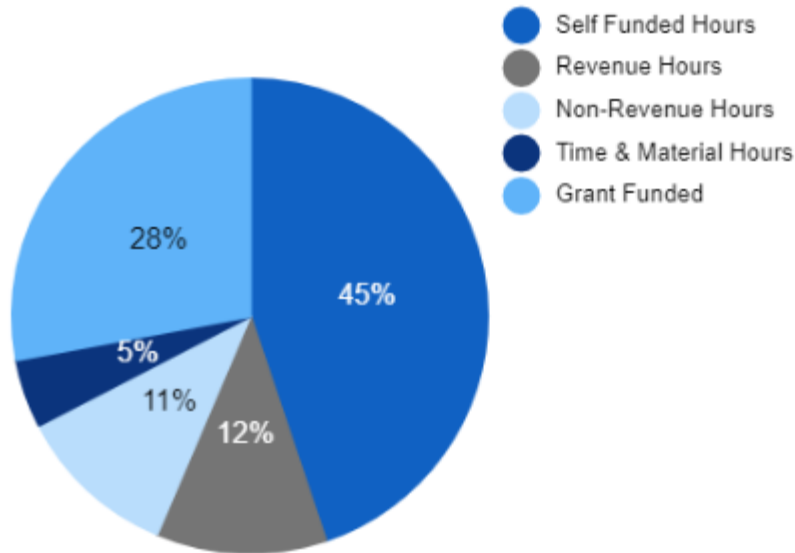
### NI Net Profit



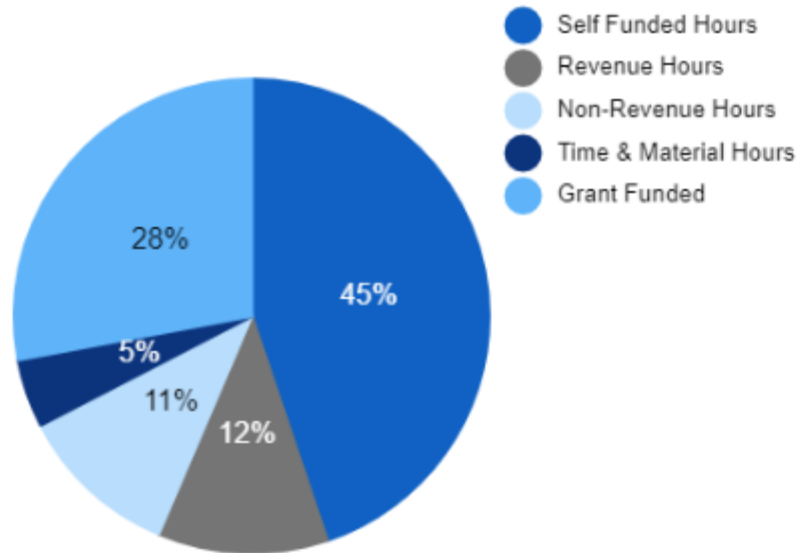
NIC Nebraska net profit increased 13% in Q1 2022 compared to Q1 of 2021. This was largely attributed to a decrease personnel cost and a 7% increase in total portal revenues.

## Time and Hours Review

Q1 Time Spent by Project Funding



Full-Year 2022 Time Spent by Project Funding



**Self-funded** and **Non-revenue** hours are subsidized through transactions approved by the State Records Board. **Time & Materials** are hours paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). **Revenue** hours are hours billed for services such as content management requests.

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

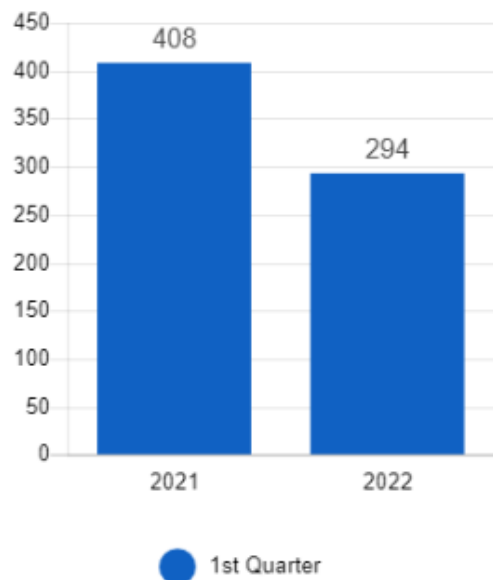
**In Q1 of 2022, 83% of hours worked came at no cost to state agency or local partners.**

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

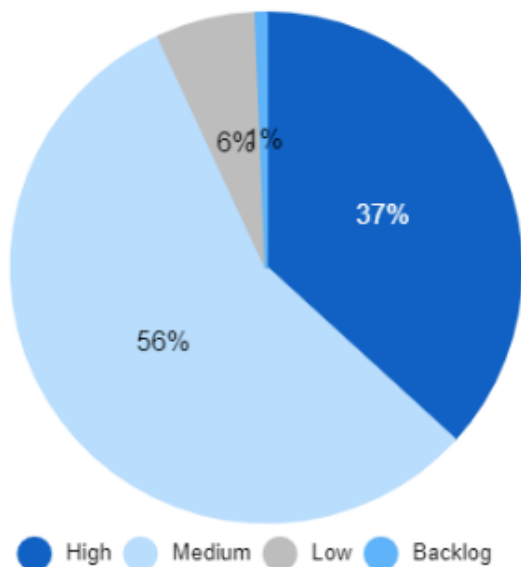


# Technical

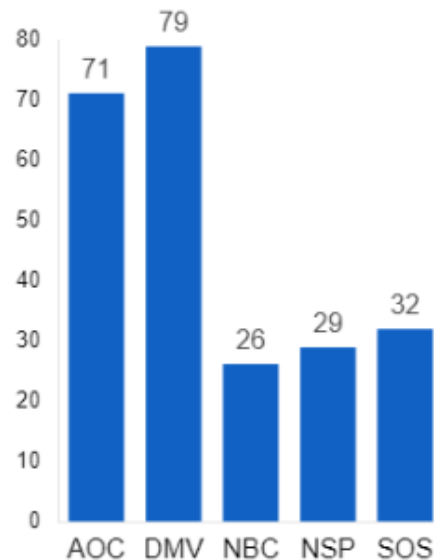
## Q1 Support Tickets Completed



## Q1 Tickets by Priority



## Q1 Major Agency Tickets



## Network Uptime Report

### Uptime (%)

1st Quarter **99.97%**

### Downtime Reports

1st Quarter **6**

### Downtime (mins)

1st Quarter **41**

### Response time (ms)

1st Quarter **271**

Downtime in Q1 of 2022 included 28 minutes of planned downtime for maintenance

## Technical Infrastructure Project

NIC Nebraska continues to make progress towards our Technical Infrastructure Project. NIC Nebraska and the NSRB Technical Infrastructure Subcommittee held an initial meeting prior to the last NSRB quarterly meeting. NIC and the subcommittee discussed current progress, defined guidelines for regular reporting and established templated communications with partners as their applications are upgraded. NIC Nebraska will continue to meet with the subcommittee on a regular basis.

NIC Nebraska has enlisted the assistance of a Grails framework consultant Object Computing. The consultant will work with NIC Nebraska developers to advise them on the most effective and efficient ways to complete upgrades.

The NIC Nebraska web development team will initiate Drupal upgrades in Q2 2022.

## Security Summary

Researchers at Google's Project Zero said they tracked 58 cases of zero-day exploits "in the wild" in 2021 — the most ever detected and disclosed in a single year since the group began its work in mid-2014.

The 2021 total is more than double the previous maximum, 28, tracked in 2015. And it's "especially stark when you consider that there were only 25 detected in 2020," Maddie Stone, a security researcher with Project Zero, wrote in findings posted to the group's website Tuesday.

New software bugs are discovered, publicly disclosed and patched all the time, often before malicious hackers can take advantage of them. Project Zero is primarily concerned, however, with the vulnerabilities that attackers discover and exploit first — the ones that software companies have had "zero days" to patch.

The good news about the 2021 total, according to Stone, is that the increased number is likely due to the increased detection and disclosure of zero-day exploits, rather than the increased usage of them.

The bad news, however, is that "attacker methodology hasn't actually had to change much from previous years," Stone wrote. "Attackers are having success using the same bug patterns and exploitation techniques and going after the same attack surfaces."

Project Zero publishes its overall findings to a public spreadsheet. The group also notifies vendors of the bugs ahead of publication, giving them time to issue patches or updates to address the security concerns. Its stated mission is to "make 0-day hard," and Stone notes that "0-day will be harder when, overall, attackers are not able to use public methods and techniques for developing their 0-day exploits."

The vulnerabilities cataloged by the Project Zero team represent only those that have been detected and disclosed — either by vendors or independent researchers — "so we'll never know exactly what proportion of 0-days are currently being found and disclosed publicly," according to Stone.

Zero-day exploits can be quite damaging and have been at the root of some of the cybersecurity's most important and troubling developments over the years. In September of last year, for instance, researchers with Citizen Lab, a Toronto-based group focused on human rights and digital forensics, published findings outlining an exploit that had been purchased from Israeli spyware firm NSO Group and built in the software that it sells to governments — some of which used the product to target journalists and activists.

Project Zero researchers said in December that the NSO Group spyware — dubbed "FORCEDENTRY" by the original Citizen Lab researchers who found it — was "one of the most technically sophisticated exploits" they'd ever seen, rivaling "those previously thought to be accessible to only a handful of nation states."

Stone wrote Tuesday that the FORCEDENTRY zero-day was one of just two of the 58 detected and disclosed in 2021 that "stood out as novel." The rest were similar to "previous & publicly known vulnerabilities."

This dynamic represents a "clear area of opportunity for the tech industry," Stone wrote, in that the majority of the vulnerabilities being caught can be relatively more simple to address by vendors since they rely on previously-documented issues.

For 2022, Stone said the Project Zero team is hoping that more vendors agree to disclosed the in-the-wild exploitation status of vulnerabilities in their security bulletins, and also that exploit samples or detailed technical descriptions of the exploits are shared more widely.

More vendors are detecting and publicly reporting zero-days effecting their own products, Stone wrote. Google, for instance, discovered seven, while Microsoft discovered 10.

On a more technical level, the team is hoping researchers and security professionals focus on reducing memory corruption vulnerabilities or rendering them unexploitable. Those bugs typically involve a piece of software unintentionally using computer memory in a way that causes unusual behavior or crashes.

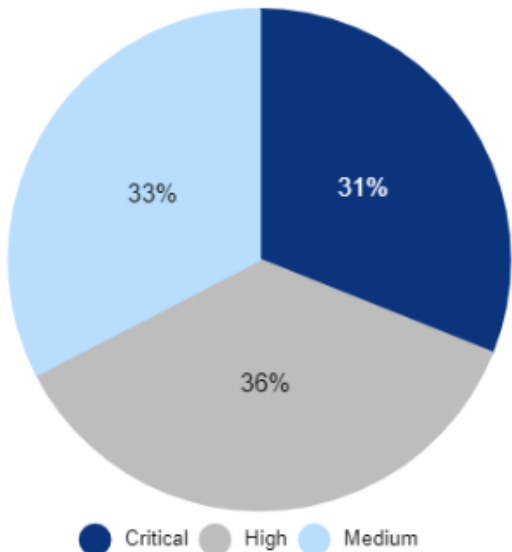
Source: AJ Vicens, CYBERSCOOP

# Security

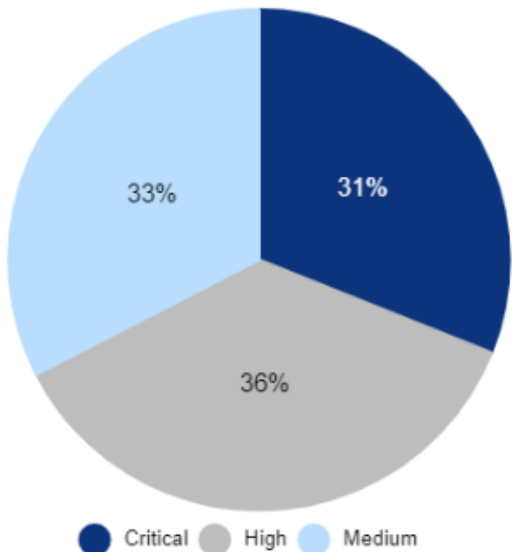
Q1 Security Alerts



Q1 Security Alerts



Full Year 2022 Security Alerts

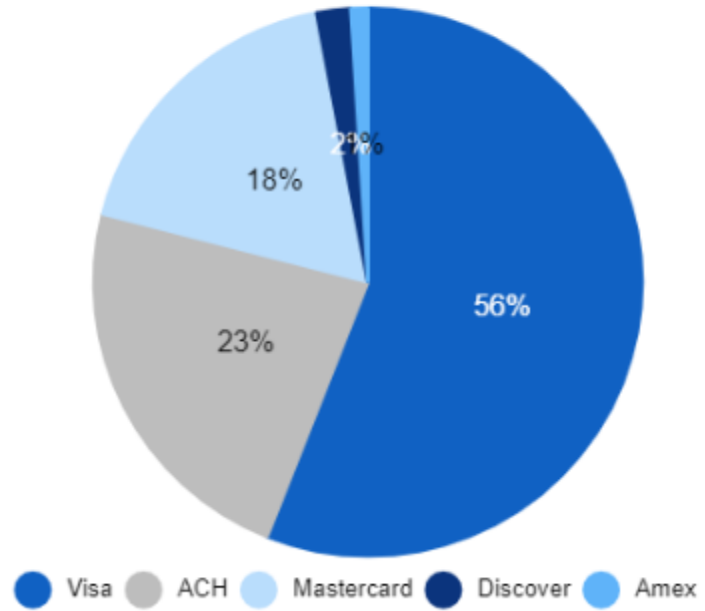


Annual Contract Compliance

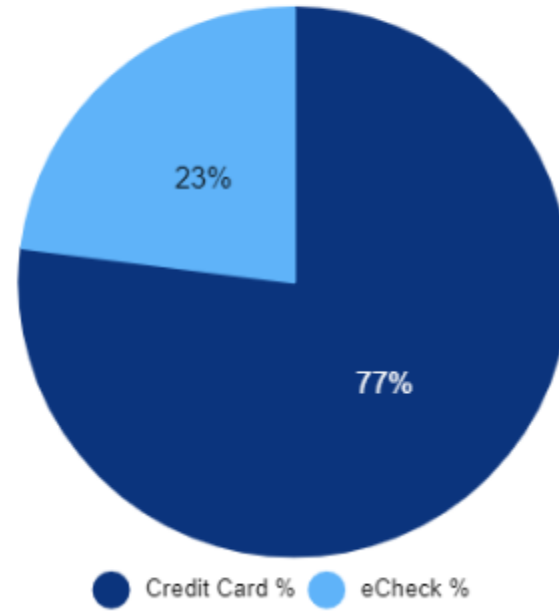
First Quarter  
**Commercially Audited  
Company Financials**

## Transactions Summary

Q1 Transaction Totals by Type



Q1 Transaction Volume by Payment Category



## Management Report

### 2022 Q1 NIC & Tyler Technology News

#### Primary

[Tyler Technologies Extends 17-Year Relationship for Digital Government and Payment Solutions in the State of Colorado](#)

[Tyler Technologies Named to 2022 GovTech 100 List](#)

[Tyler Technologies Extends Contract for Digital Government and Payment Solutions in Hawaii](#)

[Tyler Technologies Acquires US eDirect](#)

[Tyler Technologies Renews Contract for Digital Government and Payment Solutions in the State of Arkansas](#)

[State of New Jersey Using Tyler Technologies' Solution to Understand Economic Data](#)

[Tyler Technologies Completes First Phase of State of Kansas Supervision Implementation](#)

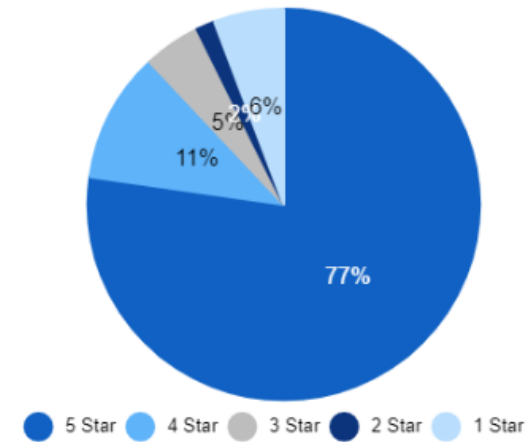
## Customer Satisfaction Ratings

### Customer Satisfaction Ratings

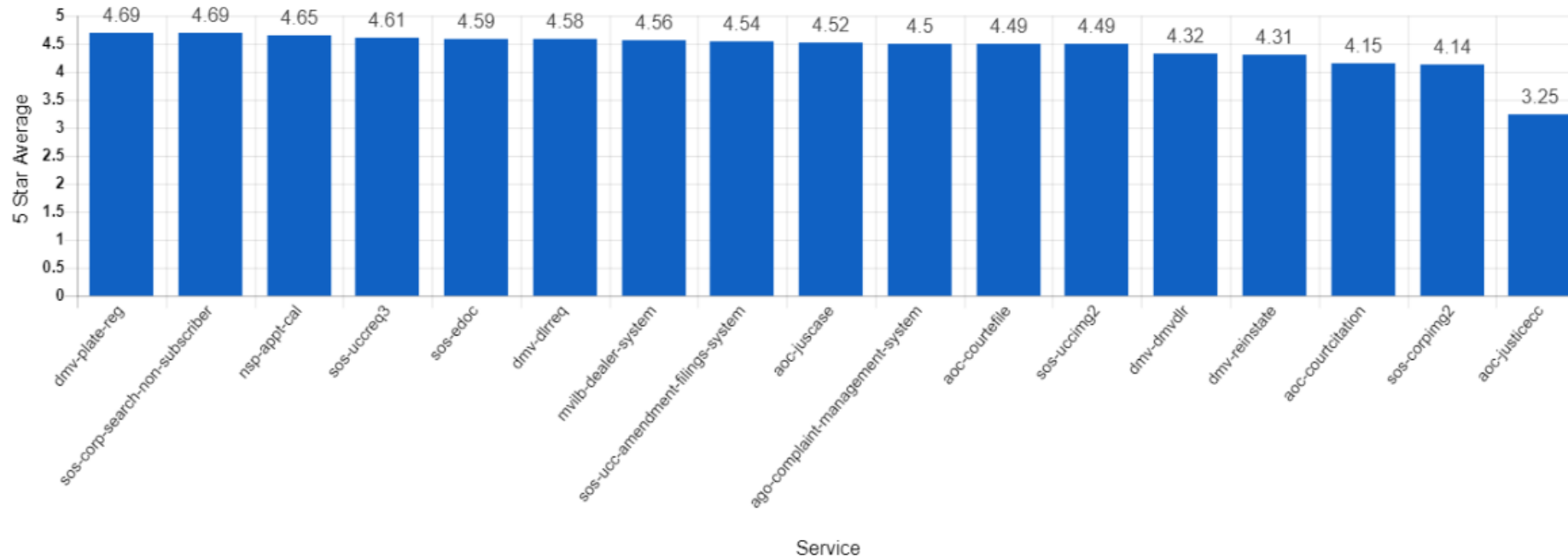
NIC Nebraska has initiated customer service ratings in several public-facing applications. After an application process, the public user is prompted to rate the application on a five-star scale. The data can be tracked by overall performance, agency, or individual service.

In the first quarter, NIC Nebraska applications had an overall 4.52 average star rating. In Q1 of 2022, 77% of respondents gave NIC applications a five-star rating. NIC Nebraska will continue to add customer satisfaction functionality to all public-facing applications. Through 2022, NIC Nebraska is tracking satisfaction on some of the largest public-facing online services.

### Overall Satisfaction Rating 1st Quarter



### Customer Satisfaction 1st Quarter



## Enterprise Management

### **NIC Nebraska Adds Multiple Software Developers**

NIC Nebraska is excited to welcome four new developers to the team. Jeffery Holcomb recently graduated with distinction from the University of Maryland Global Campus. Jeffery will work remotely from Las Vegas, Nevada. Sam Brunner is a recent graduate of Kansas State University. He will work remotely from the Kansas City area. Zane Klausing recently completed a software development training program and has contributed to several successful development projects. He will work remotely from the Kansas City Area. Joshua Bull is a recent graduate of Kansas University. He will work remotely from Lawrence, Kansas. The abovementioned new hires are not additions. These individuals are fulfilling vacant positions created by turnover in Q4 of 2021 and Q1 of 2022.

### **NIC Nebraska Launches the Assistive Technology Partnership - Website Redesign & Multiple Enhancements**

The Nebraska Assistive Technology Partnership (ATP) approached NIC Nebraska about adding new features and improvements to their website. The project quickly grew into one of the most complex Drupal builds NIC NE has executed. The web development team pushed the limits of what we could accomplish in Drupal while keeping the site 508 compliant and easy to use for users with disabilities. After almost two years of planning, designing, and developing, the website was launched on February 15, 2022. NIC NE built a new resources section where ATP could upload their growing library of content. The new pages feature the ability to display various formats of content with each piece of content categorized by its format, topic, category, and theme so users can easily filter and sort through hundreds of documents and videos to find the resources they need. Settings and filters can also be bookmarked and shared. NIC NE also built an upgraded search that could sort through the site's content without relying on Google. It indexes the content of every page, including PDFs, and displays the results nicely on the ATP site instead of a google window. Users can find information based on keywords and then sort the results by date, category, and section. Search settings can also be shared through a url if someone is having trouble finding things on their own.

### **Natalie Erb promoted to Sr. Product Owner**

NIC Nebraska has promoted Natalie Erb to Senior Product Owner. Natalie has been with NIC Nebraska for over 6 years. Natalie has been entrusted to work with some of our most valuable partners, and some of the most critical projects. In her new role, Natalie will focus on improving processes regarding project management, documentation, and the overall development cycle.

### **NIC Nebraska Wins Interactive Media Awards “Outstanding Achievement Award”**

NIC Nebraska has been awarded the Interactive Media Awards (IMA) Outstanding Achievement Award for work done on the Nebraska Department of Veterans' Affairs (NDVA) Website. The Outstanding Achievement award is the second highest honor bestowed by IMA and an extremely challenging award to win. The IMA gave the entry a score of 477, with a maximum score of 500. The score is comprised of 5 categories (Design, Content, Feature Functionality, Usability, Standards Compliance). This is now the third award won for the NDVA website.

## Growth

### **NIC Nebraska Builds Payment and Form Portal for Department of Insurance**

NIC Nebraska began development with the Nebraska Department of Insurance (DOI) to provide an application, form, renewal, and payment portal. Currently, the agency accepts several miscellaneous forms, application, renewals, and payments from their constituents. All forms and payments are submitted to the agency via mailed-in paper form and check. Utilizing AppEngine, NIC Nebraska will build a portal where users can electronically submit their forms and remit payment using credit card or e-check.

### **NIC Nebraska Deploys Wholesale Excise Report Update for Ready to Drink Cocktails**

NIC Nebraska deployed the Wholesale Excise Report Update for Ready to Drink Cocktails (RTD) system for the Nebraska Liquor Control Commission (NLCC). This enhancement release is related to a statutory change from July 2021 for taxation of Ready to Drink Cocktails. NIC NE previously deployed an enhancement for the manufacturer's application in 2021, but NLCC indicated the wholesalers had a workaround for reporting to allow more time for the next enhancement on wholesaler. NLCC is happy to have this final piece coded, as it will eliminate a manual process on their side.

### **NIC Nebraska Launches the Nebraska Brand Committee Customer Portal**

NIC Nebraska launched the new Nebraska Brand Committee (NBC) Customer Portal. This enhancement to the NBC Admin system allows all tens-of-thousands of NBC customers to have access to their customer profile, brands, and past inspections. The system allows customers to manage and update their profile contact information, renew their brands, print their brand certificates, as well as view inspection records and transaction information. The system is integrated using the NIC Common Checkout Page (commonly referred to as CCP) to collect payment for renewals eliminating more cash and check handling from the staff, streamlining their reconciliation and money flow with their current mobile transactions.



## Technology

### **System Repository and Patching System**

NIC Nebraska rewrote the monthly patching system down to repository management. Production patching previously took an hour. After the rewrite, patching currently takes approximately ten minutes. Almost everything is automated, resulting in a reduction in human error. The next update will further automate patching into a single command and the system will understand ordered reboots, making the patching process that much faster.

### **Drupal 9**

The upgrade process going into Drupal 9 allows NIC Nebraska to manage users, edit themes and modules, and rollback to sites such as <https://governor.nebraska.gov/>. This update allows for better security and functionality when we move over our existing Drupal 7 sites to Drupal 9. The site will be patched for security flaws on a monthly basis to ensure security and functionality. While some of our existing modules on Drupal 7 are no longer supported on Drupal 9, we are working with our design team to possibly find better alternatives.

quarterly gm report

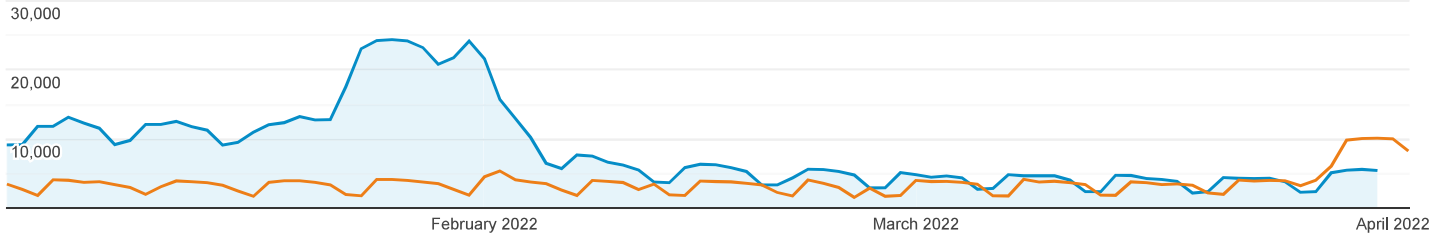
All Users +0.00% Users

Jan 1, 2022 - Mar 31, 2022  
Compare to: Oct 1, 2021 - Dec 31, 2021

Explorer

Summary

Jan 1, 2022 - Mar 31, 2022: Sessions  
Oct 1, 2021 - Dec 31, 2021: Sessions




Device Category	Acquisition			Behavior			Conversions		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	<b>134.64%</b> <span style="color: green;">▲</span> 566,425 vs 241,398	<b>134.80%</b> <span style="color: green;">▲</span> 536,786 vs 228,617	<b>128.88%</b> <span style="color: green;">▲</span> 767,262 vs 335,230	<b>17.60%</b> <span style="color: red;">▲</span> 85.04% vs 72.32%	<b>15.90%</b> <span style="color: red;">▼</span> 1.30 vs 1.55	<b>45.03%</b> <span style="color: red;">▼</span> 00:00:35 vs 00:01:03	<b>0.00%</b> 0.00% vs 0.00%	<b>0.00%</b> 0 vs 0	<b>0.00%</b> \$0.00 vs \$0.00
1. mobile									
Jan 1, 2022 - Mar 31, 20...	<b>420,762</b> (74.00%)	<b>400,323</b> (74.58%)	<b>547,294</b> (71.33%)	92.42%	1.14	00:00:16	0.00%	0 (0.00%)	\$0.00 (0.00%)
Oct 1, 2021 - Dec 31, 20...	<b>118,174</b> (48.90%)	<b>115,903</b> (50.70%)	<b>152,530</b> (45.50%)	78.30%	1.41	00:00:42	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>256.05%</b>	<b>245.39%</b>	<b>258.81%</b>	<b>18.03%</b>	<b>-18.88%</b>	<b>-61.42%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
2. desktop									
Jan 1, 2022 - Mar 31, 20...	<b>136,060</b> (23.93%)	<b>126,116</b> (23.49%)	<b>204,221</b> (26.62%)	65.07%	1.72	00:01:23	0.00%	0 (0.00%)	\$0.00 (0.00%)
Oct 1, 2021 - Dec 31, 20...	<b>120,894</b> (50.02%)	<b>110,307</b> (48.25%)	<b>178,857</b> (53.35%)	67.45%	1.66	00:01:20	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>12.54%</b>	<b>14.33%</b>	<b>14.18%</b>	<b>-3.53%</b>	<b>3.78%</b>	<b>2.96%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
3. tablet									
Jan 1, 2022 - Mar 31, 20...	<b>11,750</b> (2.07%)	<b>10,347</b> (1.93%)	<b>15,747</b> (2.05%)	87.75%	1.30	00:00:51	0.00%	0 (0.00%)	\$0.00 (0.00%)
Oct 1, 2021 - Dec 31, 20...	<b>2,607</b> (1.08%)	<b>2,407</b> (1.05%)	<b>3,843</b> (1.15%)	61.07%	1.77	00:01:28	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>350.71%</b>	<b>329.87%</b>	<b>309.76%</b>	<b>43.68%</b>	<b>-26.39%</b>	<b>-41.82%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

Rows 1 - 3 of 3

**Payment Statement  
February 28, 2022**

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

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



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

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

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	10,576	\$7.50	\$79,320.00	\$68,744.00	\$10,576.00	\$2,115.20	\$8,460.80
DMV- DLR - Monitoring Fee	696,032	\$0.06	\$41,761.92	\$27,841.28	\$13,920.64	\$2,784.13	\$11,136.51
DMV- DLR - Interactive	76,619	\$7.50	\$574,642.50	\$498,023.50	\$76,619.00	\$15,323.80	\$61,295.20
DMV- DLR - Certified	8	\$7.50	\$60.00	\$52.00	\$8.00	\$1.60	\$6.40
DMV- DLR - Certified Transcript	123	\$8.50	\$1,045.50	\$922.50	\$123.00	\$24.60	\$98.40
DMV-SRIND	68	\$0.50	\$34.00	\$0.00	\$34.00	\$6.80	\$27.20
DMV-SRBULK	34	\$0.15	\$5.10	\$0.00	\$5.10	\$1.02	\$4.08
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,734	\$7.50	\$13,020.00	\$11,284.00	\$1,736.00	\$347.20	\$1,388.80
DMV - Driver License Renew	16,275	Variable	\$452,637.50	\$430,778.50	\$21,859.00	\$4,371.80	\$17,487.20
DMVOTC	6,067	Variable	\$154,431.00	\$145,962.50	\$8,468.50	\$1,693.70	\$6,774.80
DMVOTC_CASH	19,942	Variable	\$485,842.00	\$485,842.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,147	\$1.00	\$18,147.00	\$7,258.80	\$10,888.20	\$2,177.64	\$8,710.56
DMV- TLR - batch	13,530	\$1.00	\$13,530.00	\$5,412.00	\$8,118.00	\$1,623.60	\$6,494.40
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	46	\$18.00	\$828.00	\$460.00	\$368.00	\$73.60	\$294.40
DMV - Reinstatement	1,588	\$3.00	\$127,620.00	\$122,850.00	\$4,770.00	\$954.00	\$3,816.00
DMV - IRP	1,137	Variable	\$10,950,906.91	\$10,923,278.73	\$27,628.18	\$5,525.64	\$22,102.54
DMV - IFTA	1,597	Variable	\$432,165.17	\$427,986.23	\$4,178.94	\$835.79	\$3,343.15
DMVSPLATE	581	Variable	\$8,398.00	\$6,655.00	\$1,743.00	\$348.60	\$1,394.40
DMVSPLATEMESS	769	Variable	\$40,007.00	\$37,700.00	\$2,307.00	\$461.40	\$1,845.60
DMV - SingleTripPermit	673	Variable	\$28,268.00	\$25,960.00	\$2,308.00	\$461.60	\$1,846.40
DMV - Motor Vehicle Renewals	39,903	Variable	\$8,739,015.63	\$8,526,099.26	\$212,916.37	\$42,583.27	\$170,333.10
DMV_Fleets	153	Variable	\$964,792.40	\$959,992.00	\$4,800.40	\$960.08	\$3,840.32
DMV_DAS	551	Variable	\$52,791.00	\$43,143.00	\$9,648.00	\$1,929.60	\$7,718.40
HHSS - Health Practitioner Lists	79	Variable	\$7,305.00	\$0.00	\$7,305.00	\$1,461.00	\$5,844.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,615.00	\$0.00	\$2,615.00	\$523.00	\$2,092.00
HHSS - Health License Monitoring	149,040	Variable	\$1,490.40	\$0.00	\$1,490.40	\$298.08	\$1,192.32
HHSS - Health License Monitoring Mo. Min.	10	Variable	\$128.60	\$0.00	\$128.60	\$25.72	\$102.88
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		Variable	0	0	\$0.00	\$0.00	\$0.00
LOCLCCNEW		Variable	0	0	\$0.00	\$0.00	\$0.00
LCC_Orders	10	Variable	\$744.43	\$710.31	\$34.12	\$6.82	\$27.30
LCC_SDL	103	Variable	\$4,671.22	\$4,400.00	\$271.22	\$54.24	\$216.98
SED - Electrical Permits	0	4% of Fee	\$82,942.00	\$82,942.00	\$3,317.68	\$663.54	\$2,654.14
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	105	3.00	\$2,415.00	\$2,415.00	\$315.00	\$63.00	\$252.00
SED - License List	2	Variable	\$70.00	\$70.00	\$10.00	\$2.00	\$8.00
SEDEXAM3 - Exam Application (\$3 fee)	46	3.00	\$2,898.00	\$2,898.00	\$138.00	\$27.60	\$110.40
SEDEXAM5 - Exam Application (\$5 fee)	13	5.00	\$1,690.00	\$1,690.00	\$65.00	\$13.00	\$52.00
SOS - Corporation filings (LLC/LLP) (TPE)	100	\$3.00	\$3,025.00	\$2,725.00	\$300.00	\$60.00	\$240.00
SOS - NonProfit Reports	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,734	\$2/vari	\$170,257.40	\$163,915.00	\$6,342.40	\$1,268.48	\$5,073.92
SOS - Corp filings (Foreign/Domestic Corporati	12,537	Variable	\$1,019,804.58	\$976,764.00	\$43,040.58	\$8,608.12	\$34,432.46
SOS - corpdocs (TPE)	1,834	Variabl	\$8,304.80	\$4,743.88	\$3,560.92	\$712.18	\$2,848.74

SOS - CollectionRenew	0	Variable	0	\$0.00	\$0.00	\$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)	42	Variable		\$795.00	\$397.50	\$397.50	\$79.50	\$318.00
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	11		\$300.00	\$3,300.00	\$1,650.00	\$1,650.00	\$330.00	\$1,320.00
SOS - Corp_OCOGS	788		\$6.50	\$5,122.00	\$1,970.00	\$3,152.00	\$630.40	\$2,521.60
SOS - Corpcogs	9		\$10.00	\$90.00	\$90.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,227		\$0.45	\$2,352.15	\$1,672.64	\$679.51	\$135.90	\$543.61
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	0		\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Interactive Searches	9,475		\$4.50	\$42,637.50	\$33,162.50	\$9,475.00	\$1,895.00	\$7,580.00
SOS - UCC Monthly Batch Service	5		\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - UCC Special Request	2,702	Variable		\$5,404.00	\$2,702.00	\$2,702.00	\$540.40	\$2,161.60
SOS - UCC Periodic Dump	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	32		\$15.00	\$480.00	\$240.00	\$240.00	\$48.00	\$192.00
SOS - UCC Continuation Filings	1,366		\$11.00	\$15,026.00	\$12,977.00	\$2,049.00	\$409.80	\$1,639.20
SOS - UCC Original Filings	1,628		\$11.00	\$17,908.00	\$15,466.00	\$2,442.00	\$488.40	\$1,953.60
SOS - UCC Electronic Amendments	458		\$11.00	\$5,038.00	\$4,351.00	\$687.00	\$137.40	\$549.60
SOS - UCC Electronic Assignments	2		\$11.00	\$22.00	\$19.00	\$3.00	\$0.60	\$2.40
SOS - UCC Electronic Collateral Amendments	83		\$11.00	\$913.00	\$788.50	\$124.50	\$24.90	\$99.60
SOS - UCC Images	17,205		\$0.45	\$7,742.25	\$5,505.60	\$2,236.65	\$447.33	\$1,789.32
SOS - UCC BatchSemi Monthly	2		\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	45	Variable		\$495.00	\$427.50	\$67.50	\$13.50	\$54.00
SOS - UCCASSIGN_BULK	2	Variable		\$22.00	\$19.00	\$3.00	\$0.60	\$2.40
SOS - UCCCOLLAMEND	28	Variable		\$308.00	\$266.00	\$42.00	\$8.40	\$33.60
SOS - UCCCONT_BULK	249	Variable		\$2,739.00	\$2,365.50	\$373.50	\$74.70	\$298.80
SOS - UCCORIG_BULK	903	Variable		\$9,933.00	\$8,578.50	\$1,354.50	\$270.90	\$1,083.60
SOS - EFS Interactive Searches	3,245		\$4.50	\$14,602.50	\$11,357.50	\$3,245.00	\$649.00	\$2,596.00
SOS - EFS Special Request	0		\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	373		\$11.00	\$4,103.00	\$3,543.50	\$559.50	\$111.90	\$447.60
SOS - EFS Original Filings	254		\$11.00	\$2,794.00	\$2,413.00	\$381.00	\$76.20	\$304.80
REV - Sales/Use Tax Permit Lists	3		\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0		\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0		\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0		5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	35	Variable		\$1,250.00	\$1,075.00	\$175.00	\$18.00	\$157.00
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	103	5% of Fee		\$8,560.00	\$8,560.00	\$428.00	\$85.60	\$342.40
E&A - Engineers & Architects	47	5% of Fee		\$7,050.00	\$7,050.00	\$352.50	\$70.50	\$282.00
Water Well Registrations	333	5% of Fee		\$25,920.00	\$24,105.60	\$1,814.40	\$362.88	\$1,451.52
REV - Motor Fuels Tax Filing	720		\$0.25	\$180.00	\$0.00	\$180.00	\$36.00	\$144.00
NDOA - Applicator permits	675	Variable		\$32,345.00	\$30,757.00	\$1,588.00	\$317.60	\$1,270.40
NDOA - AGAERIAL_LICENSE	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	22	Variable		\$2,697.31	\$2,624.50	\$72.81	\$14.56	\$58.25
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	232	Variable		\$2,471,625.49	\$2,470,579.82	\$1,045.67	\$209.13	\$836.54
NDOA - AGSMALL_PACKAGE	202	Variable		\$121,514.32	\$119,548.25	\$1,966.07	\$393.21	\$1,572.86
NDOA - AG_EURO_CORN	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	597	Variable		\$318,805.24	\$316,350.39	\$2,454.85	\$490.97	\$1,963.88
NDOA - AGFIRM_REGISTRATION	14	Variable		\$194.33	\$169.00	\$25.33	\$5.07	\$20.26
NDOA - AGGFAL_Renew	292	Variable		\$6,746.70	\$6,132.50	\$614.20	\$122.84	\$491.36
NDOA - DAIRY/EGG/TURKEY	4	Variable		\$23,245.61	\$23,238.61	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	12	Variable		\$5,670.00	\$5,581.86	\$88.14	\$17.63	\$70.51
NDOA - Food License Renewals	2	Variable		\$350.81	\$347.31	\$3.50	\$0.70	\$2.80
NDOA - AGMILK_RENEW	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	9	Variable		\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	88	Variable		\$14,251.14	\$13,926.00	\$325.14	\$65.03	\$260.11
NDOA - AG_CervineFacility Permit	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	32	Variable		\$64,617.60	\$64,561.60	\$56.00	\$11.20	\$44.80

NDOA - AGNURSERY_RENEW	241	Variable	\$22,898.46	\$22,075.31	\$823.15	\$164.63	\$658.52
NDOA - AGNURSERY_STOCK	7	Variable	\$578.62	\$554.31	\$24.31	\$4.86	\$19.45
NDOA - AGPERMIT_SELLSEEDS	3	Variable	\$179.36	\$169.75	\$9.61	\$1.92	\$7.69
NDOA - Pet Feed Rendering	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	80	Variable	\$43,193.90	\$42,113.50	\$1,080.40	\$216.08	\$864.32
NDOA - AGPESTDEAL_NEW	3	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00 0	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	2	Variable	\$22.50	\$20.00	\$2.50	\$0.50	\$2.00
SFM - Fireworks Display Permits	92	Variable	\$17,111.89	\$16,425.00	\$686.89	\$137.38	\$549.51
SFM_BOILER	89	Variable	\$10,902.00	\$10,902.00	\$267.00	\$53.40	\$213.60
SFM_ELEVATOR	91	Variable	\$23,521.92	\$23,521.92	\$273.00	\$54.60	\$218.40
SFM_ELEVATOR_CC%	72	Variable	\$20,601.92	\$20,601.92	\$618.06	\$123.61	\$494.45
OTC-Over the counter payment	15,465	Variable	\$3,926,884.60	\$3,878,216.95	\$48,667.65	\$9,733.53	\$38,934.12
OTC Billback	214	Variable	\$2,399.30	\$0.00	\$2,399.30	\$479.86	\$1,919.44
PropertyTax Payments	585	Variable	\$2,075,229.86	\$2,063,936.21	\$11,293.65	\$2,258.73	\$9,034.92
PropertyTaxOTC	24	Variable	\$56,734.07	\$56,249.22	\$484.85	\$96.97	\$387.88
NDOL - Contractor Registration	1,350	Variable	\$39,757.50	\$35,700.00	\$4,057.50	\$811.50	\$3,246.00
NDOL_OVR_PMT	163	Variable	\$47,031.08	\$46,437.00	\$594.08	\$118.82	\$475.26
NDOL_TAX_PMT	57	Variable	\$9,071.38	\$8,635.26	\$436.12	\$87.22	\$348.90
NEROADS - DOT_Permits	8,448	Variable	\$235,229.00	\$220,445.00	\$14,784.00	\$2,956.80	\$11,827.20
NEROADS- NDOT_RMS	37	Variable	\$11,912.80	\$11,465.91	\$446.89	\$89.38	\$357.51
NEROADS- NDOTSPD	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	5	Variable	\$103.75	\$95.90	\$7.85	\$1.57	\$6.28
State Patrol Crime Report	1,048	\$18.00	\$20,832.00	\$16,800.00	\$4,032.00	\$806.40	\$3,225.60
NSPCCW_Renew - NSP Conceal & Carry	1,078	\$4.50	\$58,805.50	\$53,950.00	\$4,855.50	\$971.10	\$3,884.40
NSPApptFee	1,208	\$4.50	\$65,812.18	\$62,110.00	\$3,702.18	\$740.44	\$2,961.74
State Patrol Crime Report - Subscriber	1,321	Variable	\$20,418.50	\$16,903.10	\$3,515.40	\$703.08	\$2,812.32
Event Registration	147	10% of Fee	\$3,371.00	\$3,035.50	\$335.50	\$67.10	\$268.40
Sarpy_Stop	121	Variable	\$14,420.00	\$14,069.65	\$350.35	\$70.07	\$280.28
Medicaid & Long Term Care	2	\$1.75	\$159.00	\$159.00	\$3.50	\$0.70	\$2.80
LPNNRD_Trees_Sale	10	Variable	\$1,212.94	\$1,166.39	\$46.55	\$9.31	\$37.24
City of Waverly Soccer Registration (TPE)	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
recreation_program	192	Variable	\$11,183.65	\$10,635.00	\$548.65	\$109.73	\$438.92
order_form_LPNNRD	143	Variable	\$4,936.23	\$4,583.57	\$352.66	\$70.53	\$282.13
order_form_UBBNRD	45	Variable	\$4,042.20	\$3,862.98	\$179.22	\$35.84	\$143.38
Library_acct_mgmt	14	Variable	\$574.92	\$537.00	\$37.92	\$7.58	\$30.34
Utility_payment	1,807	Variable	\$291,664.31	\$284,927.72	\$6,736.59	\$1,347.32	\$5,389.27
SarpyCommunityCorrections	21	Variable	\$1,567.75	\$1,493.80	\$73.95	\$14.79	\$59.16
SARPY_VEHINSP	27	Variable	\$1,171.39	\$1,096.75	\$74.64	\$14.93	\$59.71
OTLPAYMENT	35	Variable	\$66,219.78	\$65,986.81	\$232.97	\$46.59	\$186.38
59PlanningDept	62	Variable	\$27,913.25	\$27,129.19	\$784.06	\$156.81	\$627.25
gretna_occ_tax	36	Variable	\$85,312.70	\$85,204.70	\$108.00	\$21.60	\$86.40
SYNTHETICSVC	26	Variable	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Land_Surveyor	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
ded_programs_payment	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Micellanium Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	143,470	Variable	\$8,608.20	\$0.00	\$8,608.20	\$1,721.64	\$6,886.56
NBC_Inspections	477	Variable	\$50,441.64	\$50,441.64	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	67,728	Variable	\$4,063.68	\$0.00	\$4,063.68	\$812.74	\$3,250.94
NBC_NISaleBarn	119	Variable	\$197,797.94	\$197,797.94	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	229,914	Variable	\$13,794.84	\$0.00	\$13,794.84	\$2,758.97	\$11,035.87
NBC_RFLRenewal	5	Variable	\$56,525.00	\$56,525.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	102	Variable	\$26,903.35	\$26,903.35	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	31,651	Variable	\$1,899.06	\$0.00	\$1,899.06	\$379.81	\$1,519.25
BOGRENEW	6	\$3.25	\$19.50	\$0.00	\$19.50	\$3.90	\$15.60
dhhscentregDH	1,200	Variable	\$4,800.00	\$3,000.00	\$1,800.00	\$360.00	\$1,440.00
dhhscentregLN=subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,372	\$1.50	\$16,100.00	\$11,048.00	\$5,052.00	\$1,010.40	\$4,041.60

dhscentregDHL	7,179	\$1.50	\$35,895.00	\$25,126.50	\$10,768.50	\$2,153.70	\$8,614.80
REVENUE_FEE	5,258	\$1.75	\$9,201.50	\$0.00	\$9,201.50	\$1,840.30	\$7,361.20
MVILB_Renewal	88	Variable	\$27,147.90	\$26,340.00	\$807.90	\$161.58	\$646.32
<b>SUBTOTAL</b>	<b>1,645,292.00</b>		<b>35,432,354.32</b>	<b>34,726,875.92</b>	<b>711,266.14</b>	<b>142,236.22</b>	<b>569,029.92</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	148,472	\$1.00	\$148,472.00	74,236.00	74,236.00	\$74,236.00
Court Records (Justice) Monthly	90	\$500.00	\$45,000.00	\$22,500.00	22,500.00	\$22,500.00
Court Records (Justice) Credit Card Searches	781	\$15.00	\$11,715.00	\$5,857.50	5,857.50	\$5,857.50
Court E-Filing	16,819	\$1.00	\$16,819.00	\$0.00	16,819.00	\$16,819.00
COURTRECORDERF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDERU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPPELFILE	440	\$2.00	\$880.00	\$0.00	880.00	\$880.00
AOCERTGS	69	Variable	\$550.10	\$420.00	130.10	\$130.10
COURTAPPTFILE	3	variable	\$150.00	\$0.00	150.00	\$150.00
Courtjudge	139	\$50.00	\$6,950.00	\$0.00	\$6,950.00	\$6,950.00
Court Citations	5,029	Variable	\$713,076.49	\$698,603.14	14,473.35	\$14,473.35
AOC_Cert_Authority	31	Variable	\$845.37	\$775.00	70.37	\$70.37
Court Payments	2,838	Variable	\$992,688.42	\$976,769.66	15,918.76	\$15,918.76
Lobbyist Registration	120	\$0.05	\$24,105.00	\$24,105.00	1,205.25	\$1,205.25
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	10	\$50.00	\$500.00	\$250.00	250.00	\$250.00
LEG - BillTracker (4-10 eProfiles)	3	\$100.00	\$300.00	\$150.00	150.00	\$150.00
LEG - BillTracker (11-20 eProfiles)	1	\$250.00	\$250.00	\$125.00	125.00	\$125.00
LEG - BillTracker (Unlimited eProfiles)	1	\$500.00	\$500.00	\$250.00	250.00	\$250.00
Wccfile	715	Variabl	\$3,206.00	\$1,304.00	\$1,902.00	\$1,902.00
Sccalessubscr	754	Variable	\$754.00	\$377.00	377.00	\$377.00
<b>SUBTOTAL</b>	<b>176,319</b>		<b>1,971,761.38</b>	<b>1,805,722.30</b>	<b>167,244.33</b>	<b>167,244.33</b>
						<b>\$40,671.52</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			106,339.83	106,339.83	106,339.83
Subscriptions - New	506	variable	51,220.00	51,220.00	51,220.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$157,559.83</b>	<b>\$157,559.83</b>	


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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	36	variable	3,107,242.00	3,107,242.00	0.00
COURTEFILESUB	16,819	variable	\$447,414.00	\$447,414.00	0.00
PSCREMIT	349	variable	\$4,330,120.24	\$4,330,120.24	0.00
WCCSUB	81	variable	\$1,304.00	\$1,304.00	0.00
<b>SUBTOTAL</b>	<b>17,285</b>		<b>\$7,886,080.24</b>	<b>\$7,886,080.24</b>	<b>\$0.00</b>

**Payment Statement**  
**March 31, 2022**

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

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



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

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

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	11,262	\$7.50	\$84,465.00	\$73,203.00	\$11,262.00	\$2,252.40	\$9,009.60
DMV- DLR - Monitoring Fee	681,385	\$0.06	\$40,883.10	\$27,255.40	\$13,627.70	\$2,725.54	\$10,902.16
DMV- DLR - Interactive	72,770	\$7.50	\$545,775.00	\$473,005.00	\$72,770.00	\$14,554.00	\$58,216.00
DMV- DLR - Certified	10	\$7.50	\$75.00	\$65.00	\$10.00	\$2.00	\$8.00
DMV- DLR - Certified Transcript	107	\$8.50	\$909.50	\$802.50	\$107.00	\$21.40	\$85.60
DMV-SRIND	91	\$0.50	\$45.50	\$0.00	\$45.50	\$9.10	\$36.40
DMV-SRBULK	35	\$0.15	\$5.25	\$0.00	\$5.25	\$1.05	\$4.20
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,762	\$7.50	\$13,215.00	\$11,453.00	\$1,762.00	\$352.40	\$1,409.60
DMV - Driver License Renew	14,126	Variable	\$390,928.75	\$371,993.00	\$18,935.75	\$3,787.15	\$15,148.60
DMVOTC	6,001	Variable	\$150,373.00	\$141,993.00	\$8,380.00	\$1,676.00	\$6,704.00
DMVOTC_CASH	19,481	Variable	\$469,507.00	\$469,507.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	16,402	\$1.00	\$16,402.00	\$6,560.80	\$9,841.20	\$1,968.24	\$7,872.96
DMV- TLR - batch	16,105	\$1.00	\$16,105.00	\$6,442.00	\$9,663.00	\$1,932.60	\$7,730.40
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	15	\$18.00	\$270.00	\$150.00	\$120.00	\$24.00	\$96.00
DMV - Reinstatement	1,900	\$3.00	\$146,450.00	\$140,750.00	\$5,700.00	\$1,140.00	\$4,560.00
DMV - IRP	565	Variable	\$1,366,840.99	\$1,357,036.55	\$9,804.44	\$1,960.89	\$7,843.55
DMV - IFTA	408	Variable	\$80,820.30	\$79,980.47	\$839.83	\$167.97	\$671.86
DMVSPLATE	519	Variable	\$7,967.00	\$6,410.00	\$1,557.00	\$311.40	\$1,245.60
DMVSPLATEMESS	845	Variable	\$43,225.00	\$40,690.00	\$2,535.00	\$507.00	\$2,028.00
DMV - Single Trip Permit	571	Variable	\$24,134.00	\$22,160.00	\$1,974.00	\$394.80	\$1,579.20
DMV - Motor Vehicle Renewals	36,695	Variable	\$7,964,004.38	\$7,767,923.73	\$196,080.65	\$39,216.13	\$156,864.52
DMV_Fleets	51	Variable	\$158,066.38	\$157,279.95	\$786.43	\$157.29	\$629.14
DMV_DAS	581	Variable	\$54,170.00	\$44,438.00	\$9,732.00	\$1,946.40	\$7,785.60
HHSS - Health Practitioner Lists	93	Variable	\$6,335.00	\$0.00	\$6,335.00	\$1,267.00	\$5,068.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	134,980	Variable	\$1,349.80	\$0.00	\$1,349.80	\$269.96	\$1,079.84
HHSS - Health License Monitoring Mo. Min.	9	Variable	\$115.89	\$0.00	\$115.89	\$23.18	\$92.71
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	870	\$1.00	\$175,023.78	\$171,605.00	\$3,418.78	\$683.76	\$2,735.02
LCC Local Renewals	407	Variable	\$246,446.13	\$243,809.95	\$2,636.18	\$527.24	\$2,108.94
LOCLCCNEW		Variable 0	0		\$0.00	\$0.00	\$0.00
LCC_Orders	6	Variable	\$442.64	\$423.72	\$18.92	\$3.78	\$15.14
LCC_SDL	227	Variable	\$10,514.19	\$9,920.00	\$594.19	\$118.84	\$475.35
SED - Electrical Permits	0	4% of Fee	\$64,260.00	\$64,260.00	\$2,570.40	\$514.08	\$2,056.32
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	81	3.00	\$1,863.00	\$1,863.00	\$243.00	\$48.60	\$194.40
SED - License List	9	Variable	\$235.00	\$235.00	\$45.00	\$9.00	\$36.00
SEDEXAM3 - Exam Application (\$3 fee)	56	3.00	\$3,528.00	\$3,528.00	\$168.00	\$33.60	\$134.40
SEDEXAM5 - Exam Application (\$5 fee)	13	5.00	\$1,690.00	\$1,690.00	\$65.00	\$13.00	\$52.00
SOS - Corporation filings (LLC/LLP) (TPE)	107	\$3.00	\$3,421.00	\$3,100.00	\$321.00	\$64.20	\$256.80
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,516	\$2/vari	\$151,625.45	\$145,875.00	\$5,750.45	\$1,150.09	\$4,600.36
SOS - Corp filings (Foreign/Domestic Corporati	13,493	Variable	\$3,465,837.94	\$3,388,876.00	\$76,961.94	\$15,392.39	\$61,569.55
SOS - corpdocs (TPE)	2,028	Variabl	\$9,038.50	\$5,321.40	\$3,717.10	\$743.42	\$2,973.68

SOS - CollectionRenew	0	Variable	0	\$0.00	\$0.00	\$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)	37	Variable		\$585.00	\$292.50	\$292.50	\$58.50	\$234.00
SOS - Corporate Special Request	2		\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0		\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	11		\$300.00	\$3,300.00	\$1,650.00	\$1,650.00	\$330.00	\$1,320.00
SOS - Corp_OCOGS	815		\$6.50	\$5,297.50	\$2,037.50	\$3,260.00	\$652.00	\$2,608.00
SOS - Corpcogs	5		\$10.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,902		\$0.45	\$2,205.90	\$1,568.64	\$637.26	\$127.45	\$509.81
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	0		\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Interactive Searches	8,850		\$4.50	\$39,825.00	\$30,975.00	\$8,850.00	\$1,770.00	\$7,080.00
SOS - UCC Monthly Batch Service	5		\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - UCC Special Request	387	Variable		\$774.00	\$387.00	\$387.00	\$77.40	\$309.60
SOS - UCC Periodic Dump	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	5		\$15.00	\$75.00	\$37.50	\$37.50	\$7.50	\$30.00
SOS - UCC Continuation Filings	1,119		\$11.00	\$12,309.00	\$10,630.50	\$1,678.50	\$335.70	\$1,342.80
SOS - UCC Original Filings	1,389		\$11.00	\$15,279.00	\$13,195.50	\$2,083.50	\$416.70	\$1,666.80
SOS - UCC Electronic Amendments	541		\$11.00	\$5,951.00	\$5,139.50	\$811.50	\$162.30	\$649.20
SOS - UCC Electronic Assignments	23		\$11.00	\$253.00	\$218.50	\$34.50	\$6.90	\$27.60
SOS - UCC Electronic Collateral Amendments	103		\$11.00	\$1,133.00	\$978.50	\$154.50	\$30.90	\$123.60
SOS - UCC Images	15,779		\$0.45	\$7,100.55	\$5,049.28	\$2,051.27	\$410.25	\$1,641.02
SOS - UCC BatchSemi Monthly	2		\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	39	Variable		\$429.00	\$370.50	\$58.50	\$11.70	\$46.80
SOS - UCCASSIGN_BULK	18	Variable		\$198.00	\$171.00	\$27.00	\$5.40	\$21.60
SOS - UCCCOLLAMEND	46	Variable		\$506.00	\$437.00	\$69.00	\$13.80	\$55.20
SOS - UCCCONT_BULK	187	Variable		\$2,057.00	\$1,776.50	\$280.50	\$56.10	\$224.40
SOS - UCCORIG_BULK	916	Variable		\$10,076.00	\$8,702.00	\$1,374.00	\$274.80	\$1,099.20
SOS - EFS Interactive Searches	2,400		\$4.50	\$10,800.00	\$8,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - EFS Special Request	0		\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	341		\$11.00	\$3,751.00	\$3,239.50	\$511.50	\$102.30	\$409.20
SOS - EFS Original Filings	216		\$11.00	\$2,376.00	\$2,052.00	\$324.00	\$64.80	\$259.20
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	0		5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	20	Variable		\$500.00	\$400.00	\$100.00	\$14.00	\$86.00
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	56	5% of Fee		\$5,305.00	\$5,305.00	\$265.25	\$53.05	\$212.20
E&A - Engineers & Architects	56	5% of Fee		\$8,400.00	\$8,400.00	\$420.00	\$84.00	\$336.00
Water Well Registrations	174	5% of Fee		\$14,180.00	\$13,187.40	\$992.60	\$198.52	\$794.08
REV - Motor Fuels Tax Filing	500		\$0.25	\$125.00	\$0.00	\$125.00	\$25.00	\$100.00
NDOA - Applicator permits	1,567	Variable		\$73,560.00	\$69,897.00	\$3,663.00	\$732.60	\$2,930.40
NDOA - AGAERIAL_LICENSE	0	Variable	0			\$0.00	\$0.00	\$0.00
NDOA - Measuring device	18	Variable		\$7,722.70	\$7,520.24	\$202.46	\$40.49	\$161.97
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	12	Variable		\$15,749.73	\$15,680.79	\$68.94	\$13.79	\$55.15
NDOA - AGSMALL_PACKAGE	61	Variable		\$27,201.18	\$26,595.00	\$606.18	\$121.24	\$484.94
NDOA - AG_EURO_CORN	3	Variable		\$140.92	\$134.00	\$6.92	\$1.38	\$5.54
NDOA - AG_EURO_CORN_CERT	0	Variable	0			\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	108	Variable		\$82,538.92	\$82,187.16	\$351.76	\$70.35	\$281.41
NDOA - AGFIRM_REGISTRATION	13	Variable		\$196.48	\$172.25	\$24.23	\$4.85	\$19.38
NDOA - AGGFAL_Renew	57	Variable		\$1,027.18	\$912.00	\$115.18	\$23.04	\$92.14
NDOA - DAIRY/EGG/TURKEY	4	Variable		\$23,430.93	\$23,423.93	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	1	Variable		\$12,457.84	\$12,153.43	\$304.41	\$60.88	\$243.53
NDOA - Food License Renewals	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	0			\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	5	Variable		\$29,280.00	\$29,280.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	56	Variable		\$8,079.60	\$7,912.50	\$167.10	\$33.42	\$133.68
NDOA - AG_CervineFacility Permit	0	Variable	0			\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	44	Variable		\$97,838.15	\$97,761.15	\$77.00	\$15.40	\$61.60



NDOA - AGNURSERY_RENEW	34	Variable	\$4,512.00	\$4,379.22	\$132.78	\$26.56	\$106.22
NDOA - AGNURSERY_STOCK	7	Variable	\$612.84	\$594.02	\$18.82	\$3.76	\$15.06
NDOA - AGPERMIT_SELLSEEDS	3	Variable	\$102.49	\$94.75	\$7.74	\$1.55	\$6.19
NDOA - Pet Feed Rendering	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	25	Variable	\$6,947.51	\$6,832.00	\$115.51	\$23.10	\$92.41
NDOA - AGPESTDEAL_NEW	4	Variable	\$102.48	\$93.00	\$9.48	\$1.90	\$7.58
NDOA - Governor Ag Conference	0	\$3.00 0	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	3	Variable	\$33.75	\$30.00	\$3.75	\$0.75	\$3.00
SFM - Fireworks Display Permits	34	Variable	\$4,590.12	\$4,400.00	\$190.12	\$38.02	\$152.10
SFM_BOILER	77	Variable	\$9,430.00	\$9,430.00	\$231.00	\$46.20	\$184.80
SFM_ELEVATOR	171	Variable	\$34,379.60	\$34,379.60	\$513.00	\$102.60	\$410.40
SFM_ELEVATOR_CC%	101	Variable	\$24,979.60	\$24,979.60	\$749.39	\$149.88	\$599.51
OTC-Over the counter payment	16,257	Variable	\$4,141,231.16	\$4,092,123.22	\$49,107.94	\$9,821.59	\$39,286.35
OTC Billback	210	Variable	\$3,146.70	\$0.00	\$3,146.70	\$629.34	\$2,517.36
PropertyTax Payments	581	Variable	\$1,737,082.14	\$1,726,153.87	\$10,928.27	\$2,185.65	\$8,742.62
PropertyTaxOTC	49	Variable	\$105,208.92	\$104,385.60	\$823.32	\$164.66	\$658.66
NDOL - Contractor Registration	1,171	Variable	\$34,447.35	\$30,930.00	\$3,517.35	\$703.47	\$2,813.88
NDOL_OVR_PMT	138	Variable	\$55,550.06	\$54,943.50	\$606.56	\$121.31	\$485.25
NDOL_TAX_PMT	25	Variable	\$3,594.95	\$3,417.39	\$177.56	\$35.51	\$142.05
NEROADS - DOT_Permits	7,686	Variable	\$203,200.50	\$189,750.00	\$13,450.50	\$2,690.10	\$10,760.40
NEROADS- NDOT_RMS	27	Variable	\$10,388.79	\$10,095.45	\$293.34	\$58.67	\$234.67
NEROADS- NDOTSPD	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS - NDOTPERMITS	10	Variable	\$227.50	\$211.80	\$15.70	\$3.14	\$12.56
State Patrol Crime Report	1,062	\$18.00	\$21,932.50	\$17,687.50	\$4,245.00	\$849.00	\$3,396.00
NSPCCW_Renew - NSP Conceal & Carry	1,170	\$4.50	\$63,656.00	\$58,400.00	\$5,256.00	\$1,051.20	\$4,204.80
NSPApptFee	1,160	\$4.50	\$64,872.81	\$61,263.50	\$3,609.31	\$721.86	\$2,887.45
State Patrol Crime Report - Subscriber	1,237	Variable	\$19,158.50	\$15,832.10	\$3,326.40	\$665.28	\$2,661.12
Event Registration	240	10% of Fee	\$12,457.50	\$11,239.00	\$1,218.50	\$243.70	\$974.80
Sarpy_Stop	184	Variable	\$25,875.00	\$25,246.29	\$628.71	\$125.74	\$502.97
Medicaid & Long Term Care	2	\$1.75	\$101.00	\$0.00	\$3.50	\$0.70	\$2.80
LPNNRD_Trees_Sale	21	Variable	\$2,615.28	\$2,526.29	\$88.99	\$17.80	\$71.19
City of Waverly Soccer Registration (TPE)	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
recreation_program	157	Variable	\$9,858.03	\$9,380.00	\$478.03	\$95.61	\$382.42
order_form_LPNNRD	64	Variable	\$2,889.20	\$2,719.92	\$169.28	\$33.86	\$135.42
order_form_UBBNRD	15	Variable	\$742.55	\$699.65	\$42.90	\$8.58	\$34.32
Library_acct_mgmt	25	Variable	\$1,044.27	\$981.00	\$63.27	\$12.65	\$50.62
Utility_payment	1,807	Variable	\$274,295.37	\$267,153.51	\$7,141.86	\$1,428.37	\$5,713.49
SarpyCommunityCorrections	21	Variable	\$2,446.23	\$2,350.95	\$95.28	\$19.06	\$76.22
SARPY_VEHINSP	20	Variable	\$927.99	\$871.25	\$56.74	\$11.35	\$45.39
OTLPAYMENT	10	Variable	\$10,587.56	\$10,555.16	\$32.40	\$6.48	\$25.92
59PlanningDept	48	Variable	\$20,119.83	\$19,551.25	\$568.58	\$113.72	\$454.86
gretna_occ_tax	26	Variable	\$28,364.50	\$28,286.50	\$78.00	\$15.60	\$62.40
SYNTHETICSVC	24	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Land_Surveyor	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
ded_programs_payment	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Micellanium Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	149,364	Variable	\$8,961.84	\$0.00	\$8,961.84	\$1,792.37	\$7,169.47
NBC_Inspections	471	Variable	\$61,147.44	\$61,147.44	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	148,377	Variable	\$8,902.62	\$0.00	\$8,902.62	\$1,780.52	\$7,122.10
NBC_NISaleBarn	124	Variable	\$122,209.61	\$122,209.61	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	146,605	Variable	\$8,796.30	\$0.00	\$8,796.30	\$1,759.26	\$7,037.04
NBC_RFLRenewal	9	Variable	\$125,587.50	\$125,587.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	98	Variable	\$29,416.80	\$29,416.80	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	34,608	Variable	\$2,076.48	\$0.00	\$2,076.48	\$415.30	\$1,661.18
BOGRENEW	2	\$3.25	\$6.50	\$0.00	\$6.50	\$1.30	\$5.20
dhhscentregDH	1,053	Variable	\$4,212.00	\$2,632.50	\$1,579.50	\$315.90	\$1,263.60
dhhscentregLN=subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,058	\$1.50	\$14,573.00	\$9,990.50	\$4,582.50	\$916.50	\$3,666.00

dhscentregDHL	6,801	\$1.50	\$34,005.00	\$23,803.50	\$10,201.50	\$2,040.30	\$8,161.20
REVENUE_FEE	5,153	\$1.75	\$9,017.75	\$0.00	\$9,017.75	\$1,803.55	\$7,214.20
MVILB_Renewal	0	Variable 0	0		\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>1,607,130.00</b>		<b>23,634,064.72</b>	<b>22,951,951.48</b>	<b>687,285.78</b>	<b>137,451.18</b>	<b>549,834.60</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	140,016	\$1.00	\$140,016.00	70,008.00	70,008.00	\$70,008.00
Court Records (Justice) Monthly	95	\$500.00	\$47,500.00	\$23,750.00	23,750.00	\$23,750.00
Court Records (Justice) Credit Card Searches	890	\$15.00	\$13,350.00	\$6,675.00	6,675.00	\$6,675.00
Court E-Filing	15,944	\$1.00	\$15,944.00	\$0.00	15,944.00	\$15,944.00
COURTRECORDERF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDERU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPPELFILE	367	\$2.00	\$734.00	\$0.00	734.00	\$734.00
AOCERTGS	52	Variable	\$392.17	\$295.00	97.17	\$97.17
COURTAPPTFILE	4	variable	\$200.00	\$0.00	200.00	\$200.00
Courtjudge	141	\$50.00	\$7,050.00	\$0.00	\$7,050.00	\$7,050.00
Court Citations	4,588	Variable	\$651,954.98	\$638,759.58	13,195.40	\$13,195.40
AOC_Cert_Authority	38	Variable	\$1,035.72	\$950.00	85.72	\$85.72
Court Payments	3,079	Variable	\$1,106,698.13	\$1,088,285.85	18,412.28	\$18,412.28
Lobbyist Registration	27	\$0.05	\$4,475.00	\$4,475.00	223.75	\$223.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	6	\$50.00	\$300.00	\$150.00	150.00	\$150.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	-1	\$500.00	-\$500.00	-\$250.00	-250.00	-\$250.00
Wccfile	666	Variabl	\$3,349.00	\$1,648.00	\$1,701.00	\$1,701.00
Sccalessubscr	848	Variable	\$848.00	\$424.00	424.00	\$424.00
<b>SUBTOTAL</b>	<b>166,765</b>		<b>1,998,447.00</b>	<b>1,835,220.43</b>	<b>163,450.32</b>	<b>163,450.32</b>
						<b>\$42,629.62</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			55,433.83	55,433.83	55,433.83
Subscriptions - New	499	variable	49,960.00	49,960.00	49,960.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$105,443.83</b>	<b>\$105,443.83</b>	

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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	38	variable	2,301,173.00	2,301,173.00	0.00
COURTEFILESUB	15,944	variable	\$448,585.00	\$448,585.00	0.00
PSCREMIT	280	variable	\$4,690,595.83	\$4,690,595.83	0.00
WCCSUB	99	variable	\$1,648.00	\$1,648.00	0.00
<b>SUBTOTAL</b>	<b>16,361</b>		<b>\$7,442,001.83</b>	<b>\$7,442,001.83</b>	<b>\$0.00</b>

**Payment Statement**  
**April 30, 2022**

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

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



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

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

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	
							90.00%
DMV- DLR - Batch	10,992	\$7.50	\$82,440.00	\$71,448.00	\$10,992.00	\$2,198.40	\$8,793.60
DMV- DLR - Monitoring Fee	687,587	\$0.06	\$41,255.22	\$27,503.48	\$13,751.74	\$2,750.35	\$11,001.39
DMV- DLR - Interactive	82,864	\$7.50	\$621,480.00	\$538,616.00	\$82,864.00	\$16,572.80	\$66,291.20
DMV- DLR - Certified	13	\$7.50	\$97.50	\$84.50	\$13.00	\$2.60	\$10.40
DMV- DLR - Certified Transcript	153	\$8.50	\$1,300.50	\$1,147.50	\$153.00	\$30.60	\$122.40
DMV-SRIND	134	\$0.50	\$67.00	\$0.00	\$67.00	\$13.40	\$53.60
DMV-SRBULK	43	\$0.15	\$6.45	\$0.00	\$6.45	\$1.29	\$5.16
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,641	\$7.50	\$12,307.50	\$10,666.50	\$1,641.00	\$328.20	\$1,312.80
DMV - Driver License Renew	16,439	Vari	\$440,281.25	\$418,468.50	\$21,812.75	\$4,362.55	\$17,450.20
DMVOTC	7,526	Vari	\$186,989.00	\$176,676.00	\$10,313.00	\$2,062.60	\$8,250.40
DMVOTC_CASH	23,568	Vari	\$561,068.50	\$561,068.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	20,484	\$1.00	\$20,484.00	\$8,193.60	\$12,290.40	\$2,458.08	\$9,832.32
DMV- TLR - batch	19,872	\$1.00	\$19,872.00	\$7,948.80	\$11,923.20	\$2,384.64	\$9,538.56
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	10	\$18.00	\$180.00	\$100.00	\$80.00	\$16.00	\$64.00
DMV - Reinstatement	2,274	\$3.00	\$175,003.00	\$168,175.00	\$6,828.00	\$1,365.60	\$5,462.40
DMV - IRP	515	Variable	\$704,065.14	\$697,651.86	\$6,413.28	\$1,282.66	\$5,130.62
DMV - IFTA	195	Variable	\$19,401.41	\$19,137.64	\$263.77	\$52.75	\$211.02
DMVSPLATE	607	Variable	\$9,086.00	\$9,265.00	\$1,821.00	\$364.20	\$1,456.80
DMVSPLATEMESS	1,019	Variable	\$52,957.00	\$49,900.00	\$3,057.00	\$611.40	\$2,445.60
DMV - SingleTripPermit	925	Variable	\$38,708.00	\$35,550.00	\$3,158.00	\$631.60	\$2,526.40
DMV - Motor Vehicle Renewals	49,568	Variable	\$10,377,777.51	\$10,122,571.21	\$255,206.30	\$51,041.26	\$204,165.04
DMV_Fleets	51	Variable	\$185,662.58	\$184,739.01	\$923.57	\$184.71	\$738.86
DMV_DAS	712	Variable	\$70,893.00	\$58,221.00	\$12,672.00	\$2,534.40	\$10,137.60
HHSS - Health Practitioner Lists	99	Variable	\$6,685.00	\$0.00	\$6,685.00	\$1,337.00	\$5,348.00
HHSS - Health Practitioner Lists Bulk	1	Variable	-\$1,150.00	\$0.00	-\$1,150.00	-\$230.00	-\$920.00
HHSS - Health License Monitoring	141,455	Variable	\$1,414.55	\$0.00	\$1,414.55	\$282.91	\$1,131.64
HHSS - Health License Monitoring Mo. Min.	9	Variable	\$114.50	\$0.00	\$114.50	\$22.90	\$91.60
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	1,191	\$1.00	\$432,940.10	\$427,265.00	\$5,675.10	\$1,135.02	\$4,540.08
LCC Local Renewals	382	Variable	\$255,890.23	\$252,651.75	\$3,238.48	\$647.70	\$2,590.78
LOCLCCNEW	1	Variable	\$209.52	\$200.50	\$9.02	\$1.80	\$7.22
LCC_Orders	3	Variable	\$128.49	\$120.24	\$8.25	\$1.65	\$6.60
LCC_SDL	149	Variable	\$6,990.10	\$6,600.00	\$390.10	\$78.02	\$312.08
SED - Electrical Permits	0	4% of Fee	\$99,986.00	\$99,986.00	\$3,999.44	\$799.89	\$3,199.55
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	99	3.00	\$2,277.00	\$2,277.00	\$297.00	\$59.40	\$237.60
SED - License List	2	Variable	\$35.00	\$35.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	62	3.00	\$3,906.00	\$3,906.00	\$186.00	\$37.20	\$148.80
SEDEXAM5 - Exam Application (\$5 fee)	24	5.00	\$3,120.00	\$3,120.00	\$120.00	\$24.00	\$96.00
SOS - Corporation filings (LLC/LLP) (TPE)	119	\$3.00	\$3,607.00	\$3,250.00	\$357.00	\$71.40	\$285.60
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,566	\$2/vari	\$243,515.15	\$235,095.00	\$8,420.15	\$1,684.03	\$6,736.12
SOS - Corp filings (Foreign/Domestic Corporati	7,819	Variable	\$1,946,139.18	\$1,893,534.00	\$52,605.18	\$10,521.04	\$42,084.14
SOS - corpdocs (TPE)	2,135	Variab	\$9,250.77	\$5,109.94	\$4,140.83	\$828.17	\$3,312.66

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)	46	Vari	\$915.00	\$915.00	\$457.50	\$457.50	\$91.50	\$366.00
SOS - Corporate Special Request	2		\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0		\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	10		\$300.00	\$3,000.00	\$1,500.00	\$1,500.00	\$300.00	\$1,200.00
SOS - Corp_OCOGS	950		\$6.50	\$6,175.00	\$2,375.00	\$3,800.00	\$760.00	\$3,040.00
SOS - CorpcoGS	6		\$10.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,967		\$0.45	\$2,685.15	\$1,909.44	\$775.71	\$155.14	\$620.57
SOS - UCC Bi-Monthly Batch Service	0		500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3		\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	0		\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Interactive Searches	9,505		\$4.50	\$42,772.50	\$33,267.50	\$9,505.00	\$1,901.00	\$7,604.00
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	687	Variab	\$1,374.00	\$1,374.00	\$687.00	\$687.00	\$137.40	\$549.60
SOS - UCC Periodic Dump	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	6		\$15.00	\$90.00	\$45.00	\$45.00	\$9.00	\$36.00
SOS - UCC ContinuationI Filings	1,165		\$11.00	\$12,815.00	\$11,067.50	\$1,747.50	\$349.50	\$1,398.00
SOS - UCC Original Filings	1,813		\$11.00	\$19,943.00	\$17,223.50	\$2,719.50	\$543.90	\$2,175.60
SOS - UCC Electronic Amendments	559		\$11.00	\$6,149.00	\$5,310.50	\$838.50	\$167.70	\$670.80
SOS - UCC Electronic Assignments	5		\$11.00	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCC Electronic Collateral Amendments	90		\$11.00	\$990.00	\$855.00	\$135.00	\$27.00	\$108.00
SOS - UCC Images	18,085		\$0.45	\$8,138.25	\$5,787.20	\$2,351.05	\$470.21	\$1,880.84
SOS - UCC BatchSemi Monthly	2		\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	45	Variable		\$495.00	\$427.50	\$67.50	\$13.50	\$54.00
SOS - UCCASSIGN_BULK	20	Variable		\$220.00	\$190.00	\$30.00	\$6.00	\$24.00
SOS - UCCCOLLAMEND	23	Variable		\$253.00	\$218.50	\$34.50	\$6.90	\$27.60
SOS - UCCCONT_BULK	173	Variable		\$1,903.00	\$1,643.50	\$259.50	\$51.90	\$207.60
SOS - UCCORIG_BULK	1,083	Variable		\$11,913.00	\$10,288.50	\$1,624.50	\$324.90	\$1,299.60
SOS - EFS Interactive Searches	2,540		\$4.50	\$11,430.00	\$8,890.00	\$2,540.00	\$508.00	\$2,032.00
SOS - EFS Special Request	0		\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	280		\$11.00	\$3,080.00	\$2,660.00	\$420.00	\$84.00	\$336.00
SOS - EFS Original Filings	293		\$11.00	\$3,223.00	\$2,783.50	\$439.50	\$87.90	\$351.60
REV - Sales/Use Tax Permit Lists	2		\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
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	0	5.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	16	Variable		\$400.00	\$320.00	\$80.00	\$10.00	\$70.00
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	26	5% of Fee		\$2,704.00	\$2,704.00	\$135.20	\$27.04	\$108.16
E&A - Engineers & Architects	51	5% of Fee		\$7,650.00	\$7,650.00	\$382.50	\$76.50	\$306.00
Water Well Registrations	175	5% of Fee		\$14,420.00	\$13,410.60	\$1,009.40	\$201.88	\$807.52
REV - Motor Fuels Tax Filing	477		\$0.25	\$119.25	\$0.00	\$119.25	\$23.85	\$95.40
NDOA - Applicator permits	2,120	Variable		\$92,715.00	\$87,864.00	\$4,851.00	\$970.20	\$3,880.80
NDOA - AGAERIAL_LICENSE	3	Variable		\$307.47	\$294.75	\$12.72	\$2.54	\$10.18
NDOA - Measuring device	11	Variable		\$936.04	\$900.83	\$35.21	\$7.04	\$28.17
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCV	6	Variable		\$47,802.48	\$47,781.70	\$20.78	\$4.16	\$16.62
NDOA - AGSMALL_PACKAGE	46	Variable		\$22,131.97	\$21,919.50	\$212.47	\$42.49	\$169.98
NDOA - AG_EURO_CORN	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	26	Variable		\$6,488.33	\$6,297.39	\$190.94	\$38.19	\$152.75
NDOA - AGFIRM_REGISTRATION	17	Variable		\$280.57	\$245.25	\$35.32	\$7.06	\$28.26
NDOA - AGGFAL_Renew	19	Variable		\$350.93	\$311.75	\$39.18	\$7.84	\$31.34
NDOA - DAIRY/EGG/TURKEY	4	Variable		\$21,743.19	\$21,736.19	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	1	Variable		\$10,254.43	\$10,003.55	\$250.88	\$50.18	\$200.70
NDOA - Food License Renewals	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	56	Variable		\$8,791.24	\$8,545.50	\$245.74	\$49.15	\$196.59
NDOA - AG_CervineFacility Permit	0	Variable	0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	37	Variable		\$51,992.79	\$51,928.04	\$64.75	\$12.95	\$51.80

NDOA - AGNURSERY_RENEW	10	Variable	\$1,278.46	\$1,232.92	\$45.54	\$9.11	\$36.43
NDOA - AGNURSERY_STOCK	10	Variable	\$861.80	\$823.33	\$38.47	\$7.69	\$30.78
NDOA - AGPERMIT_SELLSEEDS	4	Variable	\$153.74	\$143.00	\$10.74	\$2.15	\$8.59
NDOA - Pet Feed Rendering	1	Variable	\$307.47	\$298.25	\$9.22	\$1.84	\$7.38
NDOA - Pesticide License Renewals	9	Variable	\$2,231.91	\$2,163.00	\$68.91	\$13.78	\$55.13
NDOA - AGPESTDEAL_NEW	6	Variable	\$153.10	\$139.50	\$13.60	\$2.72	\$10.88
NDOA - Governor Ag Conference	0		\$3.00	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	30	Variable	\$337.50	\$300.00	\$37.50	\$7.50	\$30.00
SFM - Fireworks Display Permits	70	Variable	\$3,499.44	\$3,325.00	\$174.44	\$34.89	\$139.55
SFM_BOILER	101	Variable	\$9,413.00	\$9,413.00	\$303.00	\$60.60	\$242.40
SFM_ELEVATOR	165	Variable	\$34,355.28	\$34,355.28	\$495.00	\$99.00	\$396.00
SFM_ELEVATOR_CC%	114	Variable	\$29,045.28	\$29,045.28	\$871.36	\$174.27	\$697.09
OTC-Over the counter payment	20,059	Variable	\$5,418,574.41	\$5,354,765.73	\$63,808.68	\$12,761.74	\$51,046.94
OTC Billback	367	Variable	\$4,664.29	\$0.00	\$4,664.29	\$932.86	\$3,731.43
PropertyTax Payments	2,866	Variable	\$11,927,274.57	\$11,885,680.21	\$41,594.36	\$8,318.87	\$33,275.49
PropertyTaxOTC	110	Variable	\$245,016.26	\$243,032.38	\$1,983.88	\$396.78	\$1,587.10
NDOL - Contractor Registration	1,430	Variable	\$43,196.45	\$38,885.00	\$4,311.45	\$862.29	\$3,449.16
NDOL_OVR_PMT	133	Variable	\$39,578.20	\$39,072.75	\$505.45	\$101.09	\$404.36
NDOL_TAX_PMT	11	Variable	\$1,065.92	\$1,002.84	\$63.08	\$12.62	\$50.46
NEROADS - DOT_Permits	10,068	Variable	\$273,632.50	\$256,010.00	\$17,622.50	\$3,524.50	\$14,098.00
NEROADS - DOT_Hay	2	Variable	\$85.50	\$80.00	\$5.50	\$1.10	\$4.40
NEROADS- NDOT_RMS	31	Variable	\$5,316.32	\$5,071.18	\$245.14	\$49.03	\$196.11
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	14	Variable	\$324.50	\$302.52	\$21.98	\$4.40	\$17.58
State Patrol Crime Report	1,344	\$18.00	\$27,218.00	\$21,950.00	\$5,268.00	\$1,053.60	\$4,214.40
NSPCCW_Renew - NSP Conceal & Carry	1,224	\$4.50	\$66,708.00	\$61,200.00	\$5,508.00	\$1,101.60	\$4,406.40
NSPApptFee	1,513	\$4.50	\$86,884.90	\$82,115.00	\$4,769.90	\$953.98	\$3,815.92
State Patrol Crime Report - Subscriber	1,273	Variable	\$19,713.50	\$16,292.60	\$3,420.90	\$684.18	\$2,736.72
Event Registration	502	10% of Fee	\$20,473.50	\$18,538.50	\$1,935.00	\$387.00	\$1,548.00
Sarpy_Stop	255	Variable	\$39,410.00	\$38,452.40	\$957.60	\$191.52	\$766.08
Medicaid & Long Term Care	2	\$1.75	\$174.00	\$174.00	\$3.50	\$0.70	\$2.80
LPNNRD_Trees_Sale	19	Variable	\$3,544.25	\$3,440.03	\$104.22	\$20.84	\$83.38
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	0	0	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	90	Variable	\$3,886.03	\$3,639.50	\$246.53	\$49.31	\$197.22
order_form_UBBNRD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	18	Variable	\$764.52	\$721.00	\$43.52	\$8.70	\$34.82
Utility_payment	1,869	Variable	\$303,283.36	\$296,006.47	\$7,276.89	\$1,455.38	\$5,821.51
SarpyCommunityCorrections	26	Variable	\$2,334.92	\$2,233.75	\$101.17	\$20.23	\$80.94
SARPY_VEHINSP	25	Variable	\$1,556.57	\$1,476.00	\$80.57	\$16.11	\$64.46
OTLPAYMENT	7	Variable	\$4,012.97	\$3,982.43	\$30.54	\$6.11	\$24.43
59PlanningDept	81	Variable	\$58,613.33	\$57,050.98	\$1,562.35	\$312.47	\$1,249.88
gretna_occ_tax	25	Variable	\$33,066.67	\$32,991.67	\$75.00	\$15.00	\$60.00
SYNTHETICSVC	17	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
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
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	174,700	Variable	\$10,482.00	\$0.00	\$10,482.00	\$2,096.40	\$8,385.60
NBC_Inspections	629	Variable	\$82,826.37	\$82,826.37	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	53,541	Variable	\$3,212.46	\$0.00	\$3,212.46	\$642.49	\$2,569.97
NBC_NISaleBarn	135	Variable	\$101,089.65	\$101,089.65	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	118,929	Variable	\$7,135.74	\$0.00	\$7,135.74	\$1,427.15	\$5,708.59
NBC_RFLRenewal	9	Variable	\$43,300.00	\$43,300.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	105	Variable	\$34,068.85	\$34,068.85	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	40,081	Variable	\$2,404.86	\$0.00	\$2,404.86	\$480.97	\$1,923.89
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	1,164	Variable	\$4,656.00	\$2,910.00	\$1,746.00	\$349.20	\$1,396.80
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	3,644	\$1.50	\$17,347.00	\$11,890.00	\$5,457.00	\$1,091.40	\$4,365.60

dhscentregDHL	7,823	\$1.50	\$39,115.00	\$27,380.50	\$11,734.50	\$2,346.90	\$9,387.60
REVENUE_FEE	5,171	\$1.75	\$9,049.25	\$0.00	\$9,049.25	\$1,809.85	\$7,239.40
MVILB_Renewal	0	Variable 0	0		\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>1,580,614.00</b>		<b>36,142,092.34</b>	<b>35,342,855.59</b>	<b>806,034.75</b>	<b>161,200.96</b>	<b>644,833.79</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	157,385	\$1.00	\$157,385.00	78,692.50	78,692.50	\$78,692.50
Court Records (Justice) Monthly	92	\$500.00	\$46,000.00	\$23,000.00	23,000.00	\$23,000.00
Court Records (Justice) Credit Card Searches	1,051	\$15.00	\$15,765.00	\$7,882.50	7,882.50	\$7,882.50
Court E-Filing	19,008	\$1.00	\$19,008.00	\$0.00	19,008.00	\$19,008.00
COURTRECORDERF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDERU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	414	\$2.00	\$828.00	\$0.00	828.00	\$828.00
AOCERTGS	58	Variable	\$429.12	\$320.00	109.12	\$109.12
COURTAPPTFILE	5	variable	\$450.00	\$0.00	450.00	\$450.00
Courtjudge	131	\$50.00	\$6,550.00	\$0.00	\$6,550.00	\$6,550.00
Court Citations	5,372	Variable	\$767,009.99	\$751,536.59	15,473.40	\$15,473.40
AOC_Cert_Authority	39	Variable	\$1,063.71	\$975.00	88.71	\$88.71
Court Payments	3,463	Variable	\$1,241,815.47	\$1,221,589.29	20,226.18	\$20,226.18
Lobbyist Registration	11	\$0.05	\$2,000.00	\$2,000.00	100.00	\$100.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
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	830	Variab	\$3,911.00	\$1,754.00	\$2,157.00	\$2,157.00
Scalessubscr	897	Variable	\$897.00	\$448.50	448.50	\$448.50
<b>SUBTOTAL</b>	<b>188,761</b>		<b>2,268,212.29</b>	<b>2,088,248.38</b>	<b>180,063.91</b>	<b>180,063.91</b>
						<b>\$51,120.12</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			74,010.83	74,010.83	74,010.83
Subscriptions - New	420	variable	42,000.00	42,000.00	42,000.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$116,010.83</b>	<b>\$116,010.83</b>	

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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	38	variable	2,334,354.00	2,334,354.00	0.00
COURTEFILESUB	19,008	variable	\$515,492.00	\$515,492.00	0.00
PSCREMIT	290	variable	\$4,749,904.69	\$4,749,904.69	0.00
WCCSUB	111	variable	\$1,754.00	\$1,754.00	0.00
<b>SUBTOTAL</b>	<b>19,447</b>		<b>\$7,601,504.69</b>	<b>\$7,601,504.69</b>	<b>\$0.00</b>