

**NEBRASKA STATE RECORDS BOARD
MEETING: February 2, 2011**

Nebraska State Education Association Building
4th Floor Conference Room
605 South 14th Street
Lincoln, NE
February 2, 2011 – 9:00 A.M.

AFFIDAVIT OF PUBLICATION

State of Nebraska }
LANCASTER COUNTY, } ss.

NOTICE OF PUBLIC MEETING
Notice is hereby given of a public meeting of the Nebraska State Records Board on Wednesday, February 2, 2011 at 9:00 AM, Nebraska State Education Association Conference Room, 605 South 14th Street, Lincoln, NE. The agenda, which is kept continually current, will include public hearings on Addendum Five to the Inter-agency agreement between the Nebraska Department of Agriculture, and the Nebraska State Records Board; Conference Registration and Addendum Nine to the Inter-agency agreement between the Nebraska Department of Health and Human Services and the Nebraska State Records Board; Birth Certificate Request Service. The agenda is available at the Office of the Secretary of State, Suite 2300, State Capitol, Lincoln, NE for public inspection during regular business hours.
#6403752 11 Jan. 2

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 time(s) the first insertion having been on the 2 day of Jan. A.D., 2010 and thereafter on _____, 20____ and that said newspaper is the legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Christine Herzig
Subscribed in my presence and sworn to before me this _____

day of Jan 21, 2011
Juliana Nordmeyer Notary Public

Printer's Fee, \$ _____

GENERAL NOTARY - State of Nebraska
JULIANA NORDMEYER
My Comm. Exp. Jan. 26, 2012

6403752

Organization	Nebraska State Records Board
Activity	Meeting
Date of Activity	Wednesday, 02/02/2011
Time of Activity	Meeting starts at 9:00 AM Central
Last Updated	Monday, 12/13/2010
Location	Nebraska State Education Association Conference Room 605 South 14th Street Lincoln, NE
Details	Meeting
Meeting Agenda	http://
Meeting Materials	http://
Person to Contact for Additional Information:	
Name	Cathy Danahy
Title	Executive Director
Address	440 South 8th Street Suite 210 Lincoln, NE 68508
Telephone	(402) 471-2745
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E-Mail	cathy.danahy@nebraska.gov
Agency Homepage	http://

NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Education Association

4th Floor Conference Room

605 South 14th Street

Lincoln, NE

February 2, 2011 – 9:00 A.M.

1. ANNOUNCEMENT OF NEW BOARD MEMBER
State Treasurer Donald Stenberg
2. CALL TO ORDER, ROLL CALL
3. ANNOUNCEMENT OF NEBRASKA OPEN MEETING ACT
The Act and reproducible written materials to be discussed at the open meeting are located in the back of the meeting room. A copy of the Open Meetings Act is posted in the back of the meeting room.
4. NOTICE OF HEARING
5. ADOPTION OF AGENDA
 - a) **Action Item:** Approval of Agenda
6. APPROVAL OF MINUTES
 - a) **Action Item:** Approval of December 1, 2010 meeting minutes
7. PUBLIC COMMENT
8. CHAIRMAN'S REPORT
 - a) AGREEMENTS & ADDENDA
 1. **Action Item:** Addendum Five to the Interagency Agreement between the NE Department of Agriculture and the Nebraska State Records Board – Conference Registration.
 2. **Action Item:** Approval of fees for access – Open Portal Solutions, Inc.(OPS) and the Nebraska Department of Roads.
 3. Electronic Government Service Level Agreements between Interactive, LLC, and the NE State Records Board and the following:
Arthur County – Custer County – Logan County – McPherson County – Thomas County and the City of Bellevue (**Signed on January 24, 2011**) and Cheyenne County and Keith County (**Signed on January 26, 2011**).
 4. Addendum One to the Electronic Government Service Level Agreement between Nebraska Interactive, LLC, the NE State Records Board – **Over the Counter Payments** for:
Arthur County Court – Arthur County Treasurer – Custer County Treasurer – Logan County Treasurer – McPherson County Treasurer – Thomas County Treasurer and the City of Bellevue (**Signed on January 24, 2011**) and Cheyenne County Treasurer and Keith County District Court (**Signed on January 26, 2011**).
 - b) NETWORK MANAGER OPERATIONS REVIEW SUBCOMMITTEE REPORT (John Gale, Chair)
 1. NSRB Survey Summary

9. ORIENTATION AND POLICIES/GUIDELINES SUBCOMMITTEE REPORT (Julie Beno – Chair)
 - a) **Action Item:** Approve Revised Grant Application Process
 - b) **Action Item:** Approve Re-drafted Grant Application Form
 - c) **Action Item:** Resume Grant Funding Program

10. EXECUTIVE DIRECTOR’S REPORT
 - a) Final Grant Reports
 1. Final Grant Report Hamilton County Assessor – GIS System
 2. Final Grant Report Howard County Assessor – GIS System
 3. Final Grant Report Valley County Assessor – GIS System
 - b) **Action item:** NSRB - Cash Fund
 - c) State/Local Grant Status Report

11. NEBRASKA.GOV REPORTS
 - a) General Manager’s Report (year end 2010)
 - b) **Action Item:** Project Priority Report
 - c) **Action Item:** 2011 Business Plan
 - d) Annual Report (2010)
 - e) **Action Item:** Subscriber Fees

12. DATE FOR NEXT MEETING
Wednesday, April 27, 2011
9:00 A.M.
Room 1507
State Capitol
Lincoln, NE

13. ADJOURNMENT
 - a) **Action Item:** Move to adjourn

01/25/2011



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of December 1, 2010

Agenda Item 1. CALL TO ORDER, ROLL CALL

The meeting of the Nebraska State Records Board was called to order by Chairman John A. Gale at 9:00 A.M. on December 1, 2010, 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;
Brenda L. Decker, representing the Governor;
Michael D. Foley, Auditor of Public Accounts;
Jason Walters, representing the State Treasurer;
Scott Keene, representing the Insurance Industry;
Thomas D. Freimuth, representing the Legal Profession;
Julie A. Beno, representing Libraries;
Leslie S. Donley, representing the Attorney General;
Carlos Castillo, Director of Administrative Services;
Ryne D. Seaman, representing the Banking Industry;
Mike Konz, representing the Media

Absent: Timothy L. Loewenstein, representing the General Public

Staff in attendance:

Cathy Danahy, Executive Director;
Kacey Nelkin Pedersen, Recording Clerk;
Colleen Byelick, Legal Counsel

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 right 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 October 29, 2010 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. Konz moved to adopt the agenda as presented; seconded by Mr. Keene.

Voting For: Beno Castillo Decker Donley

Foley	Freimuth	Gale	Keene
Konz	Seaman	Walters	

Voting Against: None

Absent: Loewenstein

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES

Chairman Gale asked for a motion to approve the minutes of the August 25, 2010 meeting. Mr. Freimuth moved to approve the minutes; seconded by Ms. Beno.

Voting For:	Beno	Castillo	Decker	Donley
	Foley	Freimuth	Gale	Keene
	Konz			

Not Voting: Seaman Walters

Voting Against: None

Absent: Loewenstein

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 any of the agenda items. No audience member indicated a desire to provide public comment.

Agenda Item 7. CHAIRMAN'S REPORT

Agenda Item 7.a. DMV Bulk Sales Downtrend & Future Expectations

Bev Neth, Director, Department of Motor Vehicles, explained the statutory authority that governs the sale of data in Nebraska, the Uniform Vehicle Records Disclosure Act and the genesis of how the Department of Motor Vehicles (DMV) arrived at where they are today. She identified the types of records DMV sells, the overall revenue generated by the DMV and future expectations.

Agenda Item 7.b. Agreements and Addenda

Chairman Gale introduced Mr. Brent Hoffman, General Manager, Nebraska.gov. Chairman Gale asked Mr. Jason Walters if he was requesting that the following agenda items be advanced on the agenda for first consideration: **7.b.1.** Addendum Six to the Interagency Agreement between the Nebraska Liquor Control Commission and the Nebraska State Records Board – Over the Counter Payment System, **7.b.4.** Addendum Three to the Interagency Agreement between the Nebraska State Patrol and the Nebraska State Records Board – Over the Counter Payments and **7.b.5.** Addendum One to the Interagency Agreement between the Department of Roads and the Nebraska State Records Board – Over the Counter Payments be addressed first. Mr. Walters agreed.

Mr. Hoffman explained agenda item **7.b.5** Addendum One to the Interagency Agreement between the Department of Roads and the Nebraska State Records Board – Over the Counter Payments has not been signed, so it would not be addressed at this meeting. Chairman Gale chose to include item **7.b.5.** since it is the same issue Mr. Walters will be raising. Mr. Hoffman explained agenda items **7.b.1., 7.b.4** and **7.b.5.,** state agency Over the Counter Payment service addenda.

Mr. Walters confirmed that the Treasurer's Office was not involved in the discussions with state agencies regarding the Over the Counter Payment service being offered by Nebraska.gov and that the Treasurer's Office would prefer tabling these agenda items so they may discuss this concept with Nebraska.gov to determine if there are other solutions that would not charge fees to the customer or consumer. The Treasurer's Office does not believe the fees being proposed are allowable and that they are state agency transactions, even if done by an independent agency and they would fall under the constitutional authority of the Treasurer's Office to manage banking relationships. Ms. Donley said it is her understanding that the Over the Counter Payment service is an online service to pay, and not an online service to retrieve records; therefore, it is the position of the Attorney General's Office that Nebraska.gov cannot provide the service for state agencies, boards and commissions; they may only provide the service for local government. Mr. Foley moved to table the Over the Counter Payment services addenda for state agencies; seconded by Mr. Freimuth.

Voting For:	Beno	Castillo	Decker	Donley
	Foley	Freimuth	Gale	Keene
	Konz	Seaman	Walters	
Voting Against:	None			
Absent:	Loewenstein			

The motion carried.

Agenda Item 7.b.2. Addendum Nine to the Interagency Agreement between the Department of Health and Human Services and the Nebraska State Records Board – Birth Certificate Request Services. Mr. Hoffman explained the addendum and indicated this addendum has not been signed but negotiations are ongoing with the Department of Health and Human Services. This addendum will be brought back to the board for approval when negotiations are complete.

Agenda Item 7.b.3. Addendum Five to the Interagency Agreement between the Nebraska Accountability and Disclosure Commission and the Nebraska State Records Board – NADC Data Export. Mr. Hoffman explained the addendum. Mr. Freimuth moved to approve addendum five; seconded by Mr. Seaman.

Voting For:	Beno	Castillo	Decker	Donley
	Foley	Freimuth	Gale	Keene
	Konz	Seaman	Walters	
Voting Against:	None			
Absent:	Loewenstein			

The motion carried.

Agenda Item 7.b.6. Valley County Treasurer Addendum Two – Over the Counter Payment. Chairman Gale reported he signed Addendum Two on November 29, 2010.

Agenda Item 7.c. Network Manager Operations Review Subcommittee Report
Chairman Gale reported the Subcommittee has had two meetings. A survey was conducted of state agencies regarding the service they are receiving from Nebraska.gov and other portal questions. The Subcommittee is still analyzing and digesting the information and will have a more detailed report as soon as that is accomplished. Chairman Gale also reported several contractual issues are being studied and explored such as the portal source code and escrow agreement.

Agenda Item 7. d. State Record Retrieval Board Report on Legal Status

Ms. Colleen Byelick reported on a complaint received by a Red Willow County official regarding a company, State Record Retrieval Board, who was conducting business in Nebraska soliciting homeowners to obtain copies of deeds for a price higher than a county office would charge. Ms. Byelick reported on the correspondence between the Office of the Secretary of State and the company. The company agreed to stop all activity in the state of Nebraska.

Agenda Item 8. COUNSEL'S REPORT**Agenda Item 8.a. Interagency Agreement Template (Electronic Government Service Level Agreement)**

Ms. Byelick introduced a template of a new electronic service level agreement between Nebraska Interactive, LLC, the State Records Board and partners (government agencies) who wish to use Nebraska Interactive's services. The original agreement was formulated in the late 1990's and it was time to bring it up to date and to better define responsibilities. Ms. Byelick distributed a copy of the template with Ms. Donley's revisions. Chairman Gale moved to approve the new interagency Agreement; seconded by Mr. Freimuth.

Voting For:	Beno Freimuth Seaman	Castillo Gale Walters	Decker Keene	Donley Konz
Not Voting:	Foley			
Voting Against:	None			
Absent:	Loewenstein			

The motion carried.

Chairman Gale declared a recess at 10:40 A.M.

Chairman Gale reconvened the meeting at 10:55 A.M.

Mr. Castillo did not return to the meeting.

**Agenda Item 9. FINANCES REVIEW SUBCOMMITTEE REPORT
(Mike Foley, Chair)****Agenda Item 9. a. PricewaterhouseCoopers Audit Report – Nebraska Interactive, LLC
December 31, 2009 and 2008.**

Mr. Foley reported the Subcommittee met on Monday of this week and reviewed the annual audit report. Mr. Foley said the Subcommittee continues to watch the general and administrative expenses charged by the parent company and reported they have gone up again; \$747,000 in general and administrative fees and \$330,000 in cash transfers from Nebraska Interactive to its parent corporation. In summary, Mr. Foley reported the Subcommittee was satisfied with the quality of work by PricewaterhouseCoopers. Mr. Foley moved to accept the receipt of the PricewaterhouseCoopers annual Audit Report of Nebraska Interactive, LLC for December 31, 2009 and 2008; seconded by Ms. Decker.

Voting For:	Beno Freimuth Seaman	Decker Gale Walters	Donley Keene	Foley Konz
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Voting Against: None
 Absent: Castillo Loewenstein

The motion carried.

Agenda Item 10. ORIENTATION AND POLICIES/GUIDELINES SUBCOMMITTEE REPORT (Julie Beno, Chair)

Agenda Item 10.a. Grant Application and Process Review

Ms. Beno reported on the grant process review being conducted by subcommittee members Tim Loewenstein, John Gale and Cathy Danahy. The goal of the subcommittee is to make the process as fair and impartial as possible to all grant applicants and to have the process completed by July 1, 2011. A draft will be presented at the next meeting for Board review, discussion and approval.

Agenda Item 11. EXECUTIVE DIRECTOR’S REPORT

Agenda Item 11. a. Final Grant Reports

Ms. Danahy reported final grant reports were received from the following NSRB grant recipients:

1. Arthur County Assessor – GIS System
2. Grant County Assessor – GIS System
3. Hooker County Assessor – GIS System
4. Logan County Assessor – GIS System
5. Accountability and Disclosure – Online Campaign Statement Filing
6. Board of Barber – Enhancement/Restructuring of Barber Licensing System
7. Treasurer – NebraskaSpending.com (Phase III)

Ms. Danahy said she would forward all final reports from GIS System grants to Mr. Larry Zink, GIS Coordinator for the OCIO for his review. Ms. Danahy distributed a final grant report from the Nebraska Volunteer Service Commission – Train/Trainee Online Database Search and an additional letter from the Board of Barber Examiners - Enhancement/Restructuring of Barber Licensing System.

Agenda Item 11.b. NSRB Cash Fund

Ms. Danahy introduced the NSRB Cash Fund Balance Report which included the first quarter of FY 10-11 plus one additional month. A discussion took place regarding Agenda Item 11.d., Reserve Grant Funds. The issue of the Board setting aside an amount for grants from the current fund balance was discussed. No action was taken. Mr. Foley moved to approve the Cash Fund Balance Report; seconded by Mr. Seaman.

Voting For: Beno Decker Donley Foley
 Freimuth Gale Keene Konz
 Seaman Walters
 Voting Against: None
 Absent: Castillo Loewenstein

The motion carried.

Agenda Item 11.c. State/Local Grant Status Report

Ms. Danahy introduced the State/Local Grant Project Status Report.

Agenda Item 11 d. Reserve Grant Funds
No action taken.

Agenda Item 12. NEBRASKA.GOV REPORTS

Agenda Item 12.a. General Manager’s Report
Mr. Brent Hoffman, General Manager, Nebraska.gov gave the General Manager’s Report.

Mr. Seaman left the meeting at 11:55 A.M.

Mr. Seaman returned to the meeting at 11:57 A.M.

Agenda Item 12.b. Project Priority Report

Mr. Hoffman gave the Project Priority Report. Ms. Donley moved to approve the Project Priority Report; seconded by Mr. Konz.

Voting For:	Beno	Decker	Donley	Foley
	Freimuth	Gale	Keene	Konz
	Seaman	Walters		

Voting Against: None

Absent: Castillo Loewenstein

The motion carried.

Agenda Item 12.c. 2011 Business Plan

Mr. Hoffman presented the 2011 Business Plan for the Board’s review. The Business Plan will be discussed and approved at the next NSRB meeting February 2, 2011.

Agenda Item 13. DATE FOR NEXT MEETING

Chairman Gale announced the next NE State Records Board meeting will be held on Wednesday, February 2, 2011 at 9:00 A.M at the Nebraska State Education Association Conference Room, 605 South 14th Street, Lincoln, NE 68508-2742.

Agenda Item 14. ADJOURNMENT

Ms. Donley moved to adjourn the meeting. All members present signified by saying “aye”. Chairman Gale declared the meeting adjourned at 12:28 P.M.

John A. Gale
Secretary of State
State Records Administrator
Chairman, State Records Board

Date

Summary

Nebraska Department of Agriculture

Addendum Five

Project: Governor's Agriculture Conference Registration

This addendum covers the cost of development and maintenance of a new interactive service to provide an online registration method for the annual Governor's Agriculture Conference.

Current Process:

There is no online form for registration. Currently paper form registrations are mailed in with a check.

Project Overview/Proposal:

Nebraska.gov respectfully submits this request for an online registration form with credit card payment and fees to be charged for the new service.

**Addendum Five
to the
Interagency Agreement Between
Nebraska Department of Agriculture
and
Nebraska State Records Board**

This Addendum Five to the Interagency Agreement between the Nebraska Department of Agriculture (NDOA) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Department of Agriculture has statutory authority to assess and collect the fees described herein.

Project: Governor’s Agriculture Conference Registration **Revenue Type:** Instant Access
Implementation: February 2011

Price Structure is subject to a 10% share of portal revenues.

Record or Service	Department of Agriculture Fee	Nebraska.gov Portal Fee	NSRB Margin Share (10% of Nebraska.gov Fee Share)
Governor’s Agriculture Conference Registration	\$75	\$2 per registration	10% of Nebraska.gov Fee Share

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by NDOA and the NSRB.

Security: A list of Nebraska.gov security provisions maybe found at <http://www.nebraska.gov/securitypolicy.html>

By: _____ Date: _____
Authorized Officer
Nebraska Department of Agriculture

By: _____ Date: _____
Authorized Officer
Nebraska State Records Board

AGREEMENT

This Agreement (hereinafter "Agreement") is entered into on the 23rd day of August, 2010, by and between Open Portal Solutions, Inc., an Indiana Corporation, (hereinafter referred to as "OPS"), and the Nebraska Department of Roads (hereinafter referred to as "NDOR"), under the terms and conditions as set forth below.

WITNESSETH:

WHEREAS, NDOR is responsible for the gathering, hosting, and management of vehicle collision data and vehicle collision reports for the State of Nebraska;

WHEREAS, OPS is in the business of providing services for governmental entities regarding data storage, management, and retrieval, including mechanisms by which appropriate persons may access certain data via the internet;

WHEREAS, NDOR desires that OPS provide the services required to make vehicle collision reports generated in the State of Nebraska available to appropriate members of the public via its internet website, buycrash.com, and other mechanisms; and

WHEREAS, NDOR and OPS hereby desire to delineate their agreement with respect to the provision of these services, as well as the compensation provided in consideration of same.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and representations provided between the parties, NDOR and OPS agree as follows:

1. Services Provided by OPS – Collision Report Web Service

1.1 OPS shall develop, implement, and maintain a web service which will facilitate the interaction between NDOR's vehicle collision database(s) and OPS' buycrash.com services. The web service shall effectuate the search for, and retrieval of, State of Nebraska vehicle collision reports from NDOR's vehicle collision database(s), and shall transmit said reports to OPS' website for use in accordance with this Agreement.

1.2 OPS shall, through its website www.buycrash.com, make State of Nebraska vehicle collision reports available for purchase by interested and eligible persons. OPS shall provide all electronic commerce services necessary to effectuate transactions for the purchase of said collision reports.

1.3 OPS shall collect and account for all revenue generated from the electronic commerce purchase transactions of State of Nebraska vehicle collision reports effectuated by OPS. OPS shall distribute said revenues in accordance with Section 5 of this Agreement.

1.4 All purchased reports via this service will have a watermark imposed on the image in the lower right section. The watermark will resemble attachment A in all

areas include wording, size, shape and color. Any changes to this watermark by OPS will be subject to written approval by NDOR. In addition, OPS will make changes to the watermark upon receiving written request by NDOR. These modifications may arise by change in management or legal directive, but not limited to these listed items. All watermark changes will be the financial responsibility of OPS.

2. Services Provided by OPS – Attorney/Law Firm Web Portal

2.1 OPS shall develop, implement, and maintain an additional web portal which will allow subscribing attorneys or law firms access to an electronic file, to be provided by NDOR, containing the updated appropriate collision report data normally accessible to attorneys under applicable Nebraska law, and NDOR procedures.

2.2 OPS shall enroll attorneys and/or law firms in annual subscription agreements, which will allow access to the services and information described in Section 2.1 of this Agreement for a one (1) year term. The price for an annual subscription to the data described in Section 2.1 of this Agreement shall be Five Hundred Dollars (\$500.00). OPS shall collect and distribute all revenues generated from the subscriptions in accordance with Section 5 of this Agreement.

3. Services Provided by OPS – E Crash Application for IPAD

3.1 OPS shall develop a fully usable customized version of its electronic crash reporting application solution (“Application”), which will allow law enforcement officers and personnel to generate electronic collision reports using their iPad device. The Application will be capable of generating reports which conform to all current applicable requirements and standards for vehicle collision reports in Nebraska, including functional integration with NDOR’s existing diagramming software package. Data transferred from the iPad devices will only be stored on the NDOR system. No part of the data will be transferred or sold during this process.

3.2 Subject to the terms and conditions set forth in this Agreement, OPS hereby grants to NDOR, and its participating Nebraska law enforcement personnel, a nonexclusive, royalty-bearing, nontransferable license in the Application, to use the Application exclusively for its intended use, as described herein. Except as specifically granted in this Agreement, OPS owns and retains all right, title, and interest in the Application, documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Application, documentation, or any related materials to NDOR or any third party.

4. NDOR Responsibilities and Representations

4.1 NDOR shall provide OPS with sufficient access to its vehicle collision database(s) in order to enable OPS to provide the services contained in Sections 1 through 3 of this Agreement.

4.2 NDOR shall determine the price for each collision report purchased using the services provided under Section 1 of this Agreement. It is understood by both parties that OPS shall add a convenience fee of Three Dollars (\$3.00) to the price determined by NDOR, which will be retained by OPS on each purchase as provided by Section 5 of this Agreement.

4.3 NDOR represents and agrees that, during the term of this Agreement, OPS shall be the exclusive provider of the services described herein. No other entity shall have the right to conduct online sale transactions of State of Nebraska vehicle collision reports provided by NDOR.

5. Compensation; Revenue Distribution

5.1 As compensation for the services provided under Section 1 of this Agreement, OPS shall be entitled to a fee of Three Dollars (\$3.00) per each report purchased using the services provided under this Agreement. The fees due to OPS under this paragraph shall be retained by OPS from the revenue collected at the time of the transaction.

5.2 As compensation for the services provided under Section 2 of this Agreement, OPS shall be entitled to a fee of Two Hundred Fifty (\$250.00) per each annual subscription purchased. The fees due to OPS under this paragraph shall be retained by OPS from the revenue collected at the time of the transaction.

5.3 All remaining revenues collected by OPS for the purchased reports or subscriptions under this Agreement shall be distributed to NDOR, or to another entity or entities as directed by NDOR, on a quarterly basis. At the end of each quarter, NDOR shall receive an accounting of all transactions completed, and revenue collected under this Agreement for the preceding quarter.

5.4 In the case of a purchase being processed by NDOR staff OPS shall receive only the amount of money equal to the credit card processing fee.

6. Term; Termination

6.1 The initial term of this Agreement shall be two (2) years, and shall run from 8/23/2010 up to and including 8/22/2012. The terms of this Agreement shall be automatically renewed for an additional two (2) year period. After the first term either party can terminate this Agreement by providing a (90) day written notice to the other party of their intention.

6.2 Upon termination of this Agreement, all duties of OPS herein shall terminate, including, without limitation, any responsibility to provide any services whatsoever to any local law enforcement agency in the State of Nebraska.

6.3 NDOR may terminate this Agreement immediately for the following reasons:

6.3.1 If directed to do so by statute;

- 6.3.2 OPS has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- 6.3.3 A trustee or receiver of OPS or of any substantial part of OPS's assets has been appointed by any court;
- 6.3.4 Fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under this Agreement by OPS, its employees, officers, directors, or shareholders;
- 6.3.5 An involuntary proceeding has been commenced by any party against OPS under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) OPS has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) OPS has been decreed or adjudged a debtor;
- 6.3.6 A voluntary petition has been filed by OPS under any of the chapters of Title 11 of the United States Code;
- 6.3.7 OPS intentionally or unintentionally discloses confidential information. With the exception of the information which will be released as part of the transactions contemplated in Sections 1 and 2 of this Agreement, all materials and information provided by NDOR or acquired by the contractor on behalf of NDOR shall be regarded as confidential information.

7. Mutual Covenants

7.1 NDOR and OPS agree that they shall use their best efforts to perform and fulfill all conditions and obligations on their parts to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be fully carried out.

7.2 NDOR and OPS shall cooperate with each other in performance of all obligations under this Agreement and shall use best efforts to satisfy or cause to be satisfied, all obligations, conditions and restrictions of the parties under this Agreement.

8. Remedies

8.1 If NDOR should violate any condition or obligation under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, OPS, in addition to any other available rights or remedies, may sue in law or equity, and in such case the parties each expressly waive the defense that a remedy in damages will be adequate.

9. Notices

Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Mail or private express, or by facsimile according to the following address and contact information:

If to OPS: Jeff Holt, Vice President
Open Portal Solutions, Inc.
374 Meridian Parke Lane Suite B
Greenwood, IN 46142
Phone: (317) 215-8300
Fax: (317) 215-2217

With a copy to: John C. Krause
Attorney at Law
155 E. Market St., Suite 310
Indianapolis, Indiana 46204

If to NDOR: Bob Grant, Highway Safety Manager
1500 Highway 2
PO Box 94759
Lincoln NE 68509-4759

10. Miscellaneous

10.1 This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

10.2 No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto.

10.3 No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.4 Neither party shall assign this Agreement without the prior written consent of the other party.

10.5 This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto, and their successors and assigns.

10.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.7 OPS shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, acts of terror, commercially unreasonable hostile acts by a third party, legal restrictions, governmental regulations or orders, or any cause beyond the control of OPS. However, OPS shall use diligent efforts to resume performance. This Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed ninety (90) days to remedy such failure.

10.8 The terms and provisions of this Agreement will be governed and interpreted by the laws of the State of Nebraska.

10.9 OPS shall travel to NDOR Headquarters in Lincoln Nebraska for a minimum of 8 hours for the sole purpose of understanding Highway Safety – Accident Records business needs and practices. During this time NDOR will provide all staff needed to supply OPS with the information to complete section 4 above. All travel and expense related to said travel will be the responsibility of OPS.

10.10 Any modification of pricing must be approved by both parties in writing (60) day prior to any price adjustment.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first above written.

Open Portal Solutions, Inc.

By: Jeff Holt
Printed: Jeff Holt
Title: VP Sales & Marketing

**Nebraska Department of
Roads**

By: Robert A. Grant
Printed: Robert A. Grant
Title: Highway Safety Manager

Attachment A



210051111

State of Nebraska Investigator's Motor Vehicle Accident Report

Sheet 1 of 1

Form containing accident details: 002 Total Number of Vehicles, 02 DATE OF ACCIDENT (11-21-2010), 03 PLACE OF ACCIDENT (Douglas County, Omaha), 06 ROAD ON WHICH ACCIDENT OCCURRED (CORNHUSKER ROAD), 01 R. WORK ZONE CODES (1), 09 DRIVER (James B Bear JR), 09 OWNER (Jane A Bear), 02 LICENSE PLATE (KJSD546), 02 VEHICLE (2008 Cadillac DEVILLE), 01 TOWED TO (KASTEE AUTO), 01 DRIVER (Sarah J Mann), 01 OWNER (Steve A Roper), 01 TOWED TO (LITTLE AUTO), and injured persons section with names, addresses, birth dates, and EMS service details.

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL ACCIDENTS

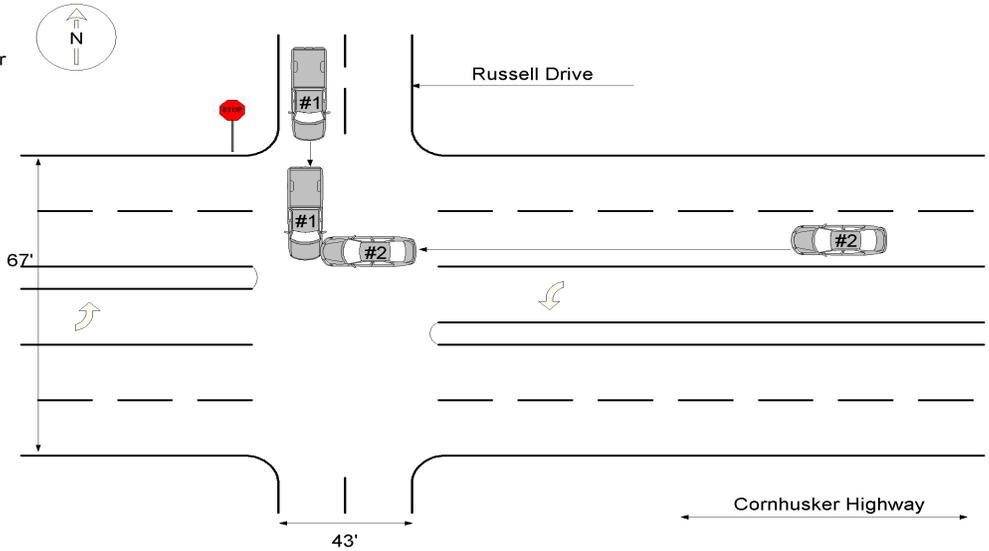
INDICATE BY DIAGRAM WHAT HAPPENED

AGENCY CASE NO.



Indicate North by Arrow

POI - 5' East of West curb of Russell Driver
20' South of North Curb of Cornhusker Hwy



NOT TO SCALE

DESCRIPTION OF ACCIDENT BASED ON OFFICER'S INVESTIGATION

Veh 2 had the right of way and Veh 1 ran the stop sign. Veh #2 crashed in the driver front quarter panel and caused front end damage to Veh 2. BAC was taken on Drv 1 and found to be under the influence of alcohol. Injuries were reported and transported to hospital.

PROPERTY	OBJECT DAMAGED	OWNER NAME	ADDRESS	PHONE ()	APPROX. COST OF DAMAGE \$
	OBJECT DAMAGED	OWNER NAME	ADDRESS	PHONE ()	APPROX. COST OF DAMAGE \$
WITNESSES	NAME GEORGE G JUNGLE	ADDRESS 66 FOREST VINE	ADDRESS OMAHA NE 68117		PHONE (402) 479-3912
	NAME	ADDRESS	ADDRESS		PHONE ()

VEHICLE MOVEMENT BEFORE COLLISION				POINT OF IMPACT AND MOST DAMAGED AREA <i>(Enter numbers for each vehicle)</i>				AIRBAG DEPLOYED VEHICLE 1				RESTRAINT USE VEHICLE 1				TOTAL OCCUPANTS					
VEH NO.	N	S	E	W	ROAD OR HIGHWAY NAME				VEHICLE 1		VEHICLE 2		VEHICLE 1		VEHICLE 2		VEH 1	001	VEH 2	002	
1			X		Oak				VEHICLE 1		VEHICLE 2		4		9		ALCOHOL TESTING	Driver No. 1	Driver No. 2	Pedestrian	
2	X				40TH ST				POINT OF IMPACT	02	POINT OF IMPACT	01	1 Deployed - front		1 None used - vehicle occupant		ALCOHOL LEVEL TESTED	Y	X	Y	Y
1	01	06 Turning left			MOST DAMAGED AREA		01		2 Deployed - side		3 Deployed - both front/side		2 Lap & shoulder belt used		2 Lap & shoulder belt used		BAC LEVEL	250	ALCOHOL/DRUGS SUSPECTED		
2	01	08 Entering traffic lane			MOST DAMAGED AREA		01		3 Not deployed		4 Lap belt only used		3 Shoulder belt only used		3 Shoulder belt only used		Driver No. 1		Driver No. 2		
01 Essentially straight ahead				09 Leaving traffic lane				02		4 Not applicable/ No airbag available		5 Child safety seat used		4 Lap belt only used		4 Lap belt only used		2		1	
02 Backing				10 Parked				03		5 Not applicable/ No airbag available		6 Child booster seat used		5 Child safety seat used		5 Child safety seat used		3		4	
03 Changing lanes				11 Slowing or stopped in traffic				04		6 Unknown		7 DOT approved helmet used		6 Child booster seat used		6 Child booster seat used		4		5	
04 Overtaking/ Passing				12 Other				05		VEHICLE 2		8 Costume helmet used		7 DOT approved helmet used		7 DOT approved helmet used		5		Unknown	
05 Turning right				13 Unknown				06		VEHICLE 2		9 Restraint use unknown		8 Costume helmet used		8 Costume helmet used		2		1	
OFFICER NO. 4629				TROOP/TEAM/BEAT 282				DEPARTMENT 9999 NE Dept. of Roads				Photographs taken? YES NO				DATE OF REPORT 01/18/2011					
INVESTIGATOR NAME (Print or Type) Sean Owings				INVESTIGATOR SIGNATURE Digital Certificate with Nebraska Crime Commission																	



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Monty W. Fredrickson, P.E., Director – State Engineer

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759

Phone (402)471-4567 • FAX (402)479-4325 • www.transportation.nebraska.gov

January 10, 2011

Nebraska State Records Boards
Attn: Cathy Danahy
440 S. 8th St., Ste. 210
Lincoln, NE 68508-2294

Re: NDOR Accident Records Portal

Dear Ms. Danahy:

I have reviewed the Open Portal Solutions (OPS) contract and discussed their solution to provide a portal for taxpayers and lawyers to purchase accident reports with the appropriate Nebraska Department of Roads staff. Considering the fact that OPS has developed a similar solution for other Department of Transportation Agencies, I support the development of the portals and approve fees that will be charged to the users of the portals.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monty W. Fredrickson".

Monty W. Fredrickson, P.E.
Director – State Engineer

MWF:BW:z

cc: Dan Waddle

**Electronic Government Service Level Agreement
with
Arthur County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Arthur County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Arthur County
205 Fir Street
P.O. Box 146
Arthur, NE 69121
Phone: 308-764-2201
Fax: 308-764-2216
Email: treasurer@arthur.nacone.org

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between 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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Arthur County



General Manager

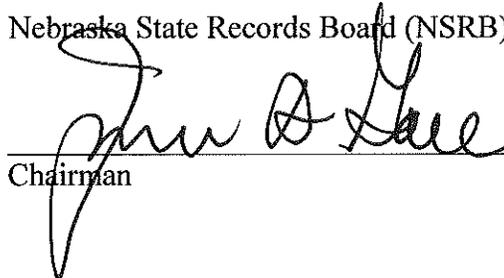
1/19/11
Date



Authorized Officer

1-10-2011
Date

Nebraska State Records Board (NSRB)



Chairman

1/24/11
Date

**Electronic Government Service Level Agreement
with
Cheyenne County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Cheyenne County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Cheyenne County
1000 10th Avenue
Sidney, NE 69162
Phone: 308-284-2733
Fax: 308-284-5290
Email: cheycotreas@hamilton.net

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

Electronic Government Service Level Agreement
with
City of Bellevue, Nebraska

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and City of Bellevue, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Richard Severson
Finance Director
210 West Mission Ave
Bellevue, NE 68005
Phone: 402-293-3088
Fax: 402-293-3081
Email: Richard.Severson@bellevue.net

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between 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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

City of Bellevue, Nebraska



General Manager

1/19/11
Date

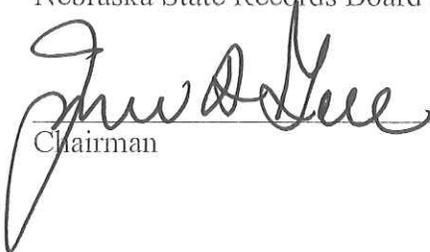


Rita Sanders, Mayor

1-17-11
Date

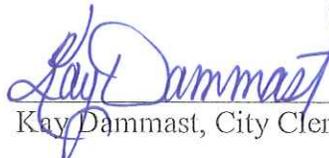
Nebraska State Records Board (NSRB)

ATTEST:



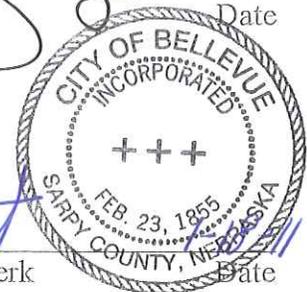
Chairman

1/24/11
Date



Kay Dammast, City Clerk

Date



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

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Custer County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Custer County, Nebraska
431 So 10th
Broken Bow, NE 68822

Phone: 308-872-2921
Fax:
Email:

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: generalmanager@nicusa.com

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

Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- a) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- b) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- c) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- d) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

e) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

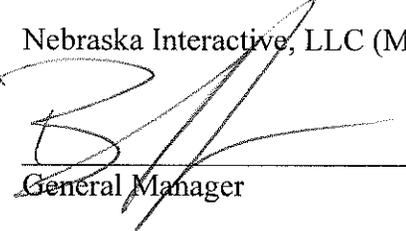
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

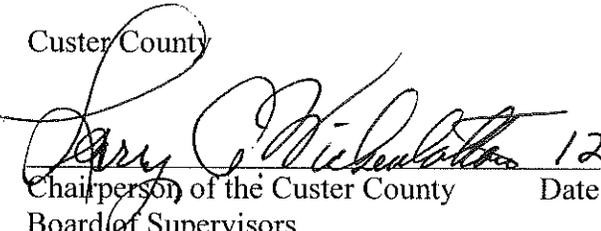
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Custer County

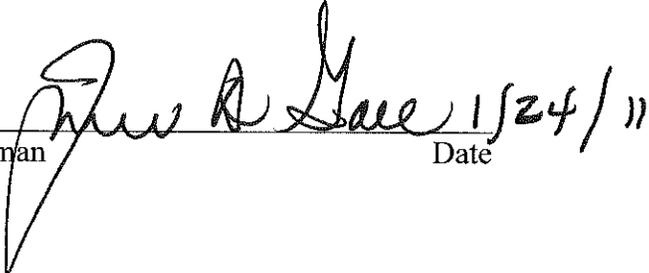

General Manager

1-19-11
Date


Chairperson of the Custer County
Board of Supervisors

12-14-2010
Date

Nebraska State Records Board (NSRB)


Chairman Date 1/24/11

**Electronic Government Service Level Agreement
with
Keith County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Keith County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Keith County
511 N Spruce St. *Rm 202*
Ogallala, NE 69153
Phone: 308-284-3849
Fax: 308-284-3978
Email: sthomas@keithcountync.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: generalmanager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

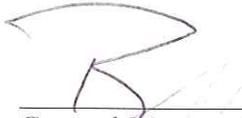
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Keith County



General Manager

1/1/10

Date



Clerk, District Court

12/29/10

Date

Nebraska State Records Board (NSRB)



Chairman

1/25/10

Date

**Electronic Government Service Level Agreement
with
Logan County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Logan County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Logan County
317 Main Street
P.O. Box 8
Stapleton, NE 69163
Phone: 308-636-2441
Fax: 308-636-2678
Email: logantreasurer87@yahoo.com

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: generalmanager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

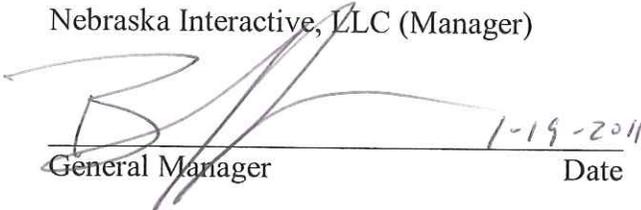
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Logan County

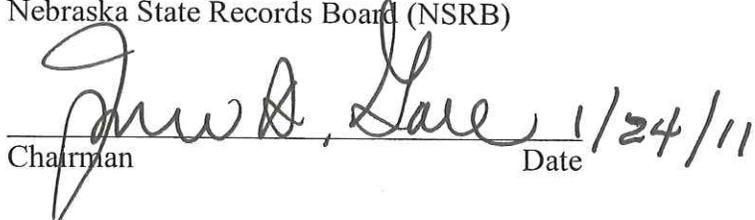

General Manager

1-19-2011
Date


Authorized Officer

1-7-2011
Date

Nebraska State Records Board (NSRB)


Chairman

1/24/11
Date

**Electronic Government Service Level Agreement
with
McPherson County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and McPherson County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: McPherson County
6th and Anderson Street
P.O. Box 122
Tryon, NE 69167
Phone: 308-587-2442
Fax: 308-764-2216
Email: treasurer@arthur.nacone.org

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between 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

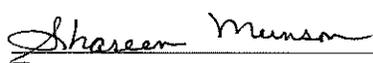
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

McPherson County

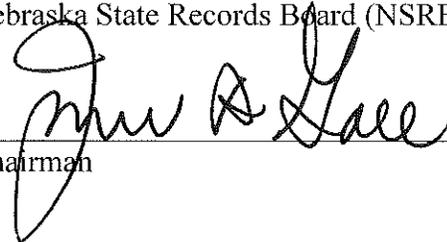

General Manager

1/11/11
Date


Treasurer

12-17-2010
Date

Nebraska State Records Board (NSRB)


Chairman

1/24/11
Date

**Electronic Government Service Level Agreement
with
Thomas County**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Thomas County, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to 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 Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. 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.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

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

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager 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 Manager 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 control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Thomas County
503 Main Street
Thedford, NE 69166
Phone: 308-645-2262
Fax: 308-645-2273
Email: treasurer@thomas.nacone.org

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager 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 "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

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

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- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement 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.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

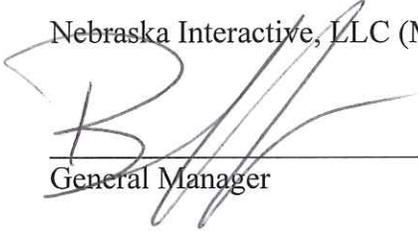
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Thomas County

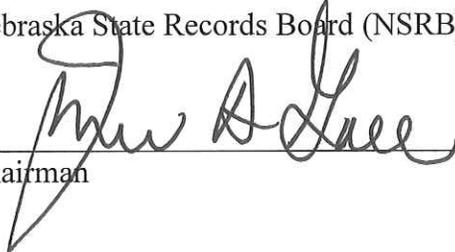

General Manager

11119
~~###9~~
Date


Treasurer

12-17-10
Date

Nebraska State Records Board (NSRB)


Chairman

1/24/11
Date

Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Arthur County

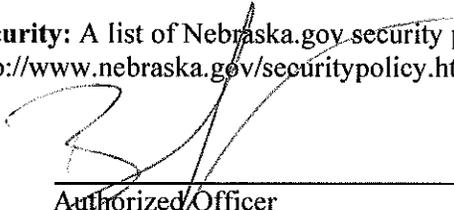
This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Arthur County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Arthur County has authority to assess and collect the fees described herein.

Project: Over the Counter Payments for Arthur County Court
Revenue Type: Instant Access
Implementation: 2010

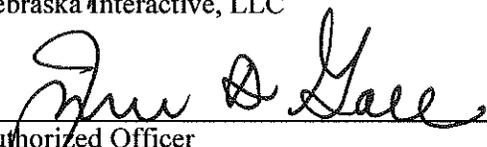
Service	Arthur County Fee	Nebraska.gov Portal Fee
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Arthur County and the NSRB.

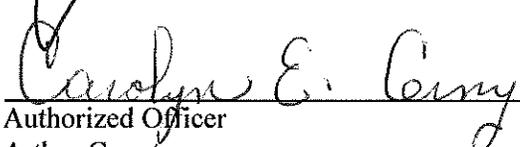
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
 Authorized Officer
 Nebraska Interactive, LLC

Date: 1 14 11

By: 
 Authorized Officer
 Nebraska State Records Board

Date: 1/24/11

By: 
 Authorized Officer
 Arthur County

Date: 1-10-2011

**Addendum Two
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Arthur County**

This Addendum Two to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Arthur County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Arthur County has authority to assess and collect the fees described herein.

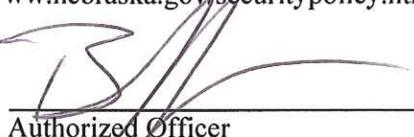
Project: Over the Counter Payments for Arthur County Treasurer
Revenue Type: Instant Access
Implementation: 2010

Price Structure is subject to a 10% share of portal revenues.

Service	Arthur County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Arthur County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 

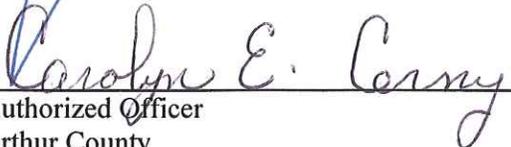
 Authorized Officer
 Nebraska Interactive, LLC

Date: 1-11-11

By: 

 Authorized Officer
 Nebraska State Records Board

Date: 1/24/11

By: 

 Authorized Officer
 Arthur County

Date: 1-10-2011

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Cheyenne County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Cheyenne County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Cheyenne County has authority to assess and collect the fees described herein.

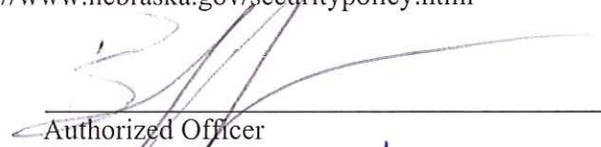
Project: Over the Counter Payments for Cheyenne County Treasurer
Revenue Type: Instant Access
Implementation: 2010

Price Structure is subject to a 10% share of portal revenues.

Service	Cheyenne County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Cheyenne County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 

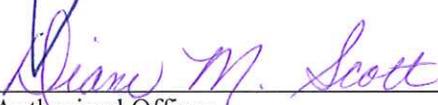
 Authorized Officer
 Nebraska Interactive, LLC

Date: 1-19-2011

By: 

 Authorized Officer
 Nebraska State Records Board

Date: 1/25/11

By: 

 Authorized Officer
 Cheyenne County

Date: 1-7-2011

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
City of Bellevue, Nebraska**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and City of Bellevue, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The City of Bellevue, Nebraska has authority to assess and collect the fees described herein.

Project: Over the Counter Payments for City of Bellevue, Nebraska

Revenue Type: Instant Access

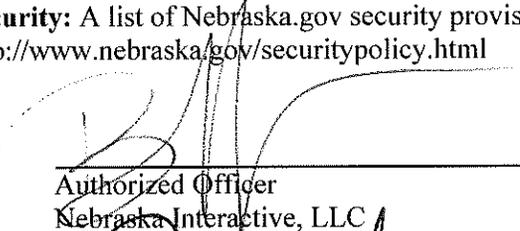
Implementation: 2011

Price Structure is subject to a 10% share of portal revenues.

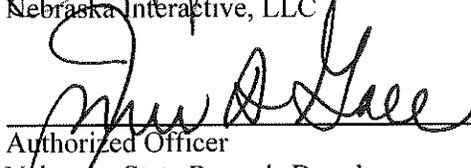
Service	City of Bellevue, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee
Over the counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by City of Bellevue, Nebraska and the NSRB.

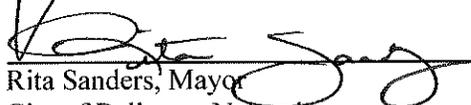
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
Authorized Officer
Nebraska Interactive, LLC

Date: 11 19 11

By: 
Authorized Officer
Nebraska State Records Board

Date: 1/24/11

By: 
Rita Sanders, Mayor
City of Bellevue, Nebraska

Date: 1-17-11

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Custer County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Custer County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Custer County has authority to assess and collect the fees described herein.

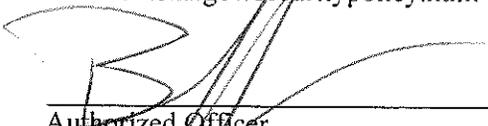
Project: Over the Counter Payments for Custer County Treasurer
Revenue Type: Instant Access
Implementation: 2010

Price Structure is subject to a 10% share of portal revenues.

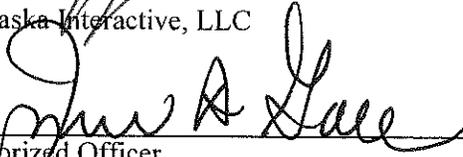
Service	Custer County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Custer County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  Date: 1-19-11

Authorized Officer
Nebraska Interactive, LLC

By:  Date: 1/24/11

Authorized Officer
Nebraska State Records Board

By:  Date: 1-12-11

Authorized Officer
Custer County

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Keith County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Keith County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Keith County has authority to assess and collect the fees described herein.

Project: Over the Counter Payments for Keith County District Court
Revenue Type: Instant Access
Implementation: 2010

Service	Keith County Fee	Nebraska.gov Portal Fee
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Keith County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
 Authorized Officer
 Nebraska Interactive, LLC

Date: 1/24/11

By: 
 Authorized Officer
 Nebraska State Records Board

Date: 1/25/11

By: 
 Authorized Officer
 Keith County

Date: 1-12-11

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Logan County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Logan County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Logan County has authority to assess and collect the fees described herein.

Project: Over the Counter Payments for Logan County Treasurer

Revenue Type: Instant Access

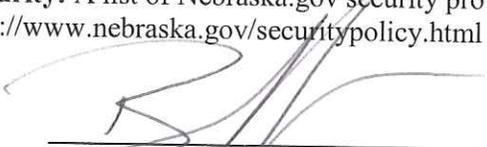
Implementation: 2010

Price Structure is subject to a 10% share of portal revenues.

Service	Logan County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

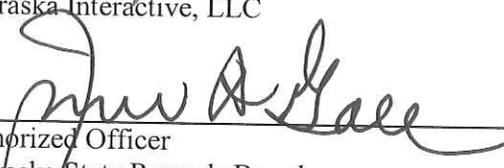
Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Logan County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 

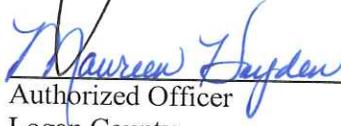
Authorized Officer
Nebraska Interactive, LLC

Date: 1-19-2011

By: 

Authorized Officer
Nebraska State Records Board

Date: 1/24/11

By: 

Authorized Officer
Logan County

Date: January 7, 2011

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
McPherson County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and McPherson County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The McPherson County has authority to assess and collect the fees described herein.

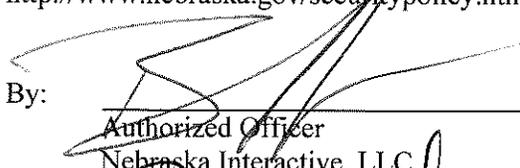
Project: Over the Counter Payments for McPherson County Treasurer
Revenue Type: Instant Access
Implementation: 2010

Price Structure is subject to a 10% share of portal revenues.

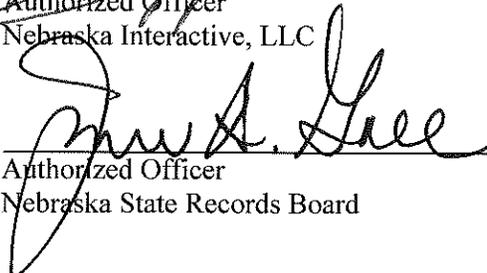
Service	McPherson County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by McPherson County and the NSRB.

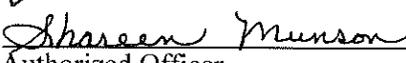
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
 Authorized Officer
 Nebraska Interactive, LLC

Date: 1/11/11

By: 
 Authorized Officer
 Nebraska State Records Board

Date: 1/24/11

By: 
 Authorized Officer
 McPherson County

Date: January 10, 2011

**Addendum One
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Thomas County**

This Addendum One to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Thomas County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Thomas County has authority to assess and collect the fees described herein.

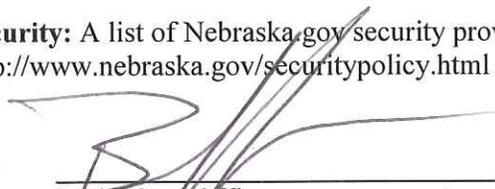
Project: Over the Counter Payments for Thomas County Treasurer
Revenue Type: Instant Access
Implementation: 2010

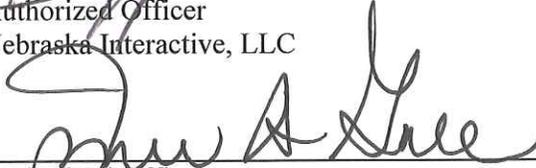
Price Structure is subject to a 10% share of portal revenues.

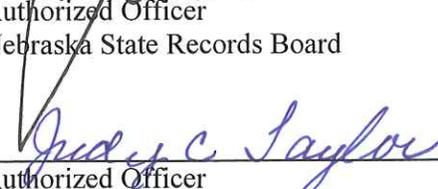
Service	Thomas County Fee	Nebraska.gov Portal Fee	NSRB Share
Over the Counter Credit Card	Full statutory/assessed fee charged by Partner	2.49% + \$1.75	10% of NI Portal Fee
Over the Counter Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Thomas County and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  _____ Date: 1/19/11
 Authorized Officer
 Nebraska Interactive, LLC

By:  _____ Date: 1/24/11
 Authorized Officer
 Nebraska State Records Board

By:  _____ Date: 1-11-11
 Authorized Officer
 Thomas County

NSRB SURVEY SUMMARY

AGENCIES SURVEYED:		RESPONSE	NO RESPONSE	TOTAL	% Response
		56	22	78	72%
SURVEY QUESTIONS		YES	NO	TOTAL RESPONSES	% YES
1	Has Agency utilized Nebraska.gov services since Jan 2008?	38	14	52	73%
2	Is Agency utilizing subscription services through Nebraska.gov?	12	39	51	24%
8	Have Agency's online services experienced setbacks, crashing, etc?	7	38	45	16%
16	Agency approached by vendors offering similar services?	17	35	52	33%
17	Agency contracted online services - other than Nebraska.gov? If no, skip to q. 21.	18	36	54	33%
18	If contracted service provider - was there a fee?	9	12	21	43%
20	Did Agency provide Nebraska.gov opportunity to compete?	5	13	18	28%
23	If fees charged, did Agency appear before NSRB for approval?	3	18	21	14%
24	Did Agency review OCIO software application compatibility standards?	15	11	26	58%
		Excellent - Good	Fair - Poor	TOTAL RESPONSES	% Positive
3	Were Agency's projects completed within original budget?	38	5	43	88%
4	Were Agency's projects completed timely?	34	7	41	83%
5	Rate Nebraska.gov's design and development?	37	1	38	97%
6	Rate Nebraska.gov's technical support?	39	2	41	95%
7	Rate Nebraska.gov's customer service?	41	2	43	95%
9	Nebraska.gov understands my Agency's needs.	35	6	41	85%
10	Nebraska.gov is making a positive contribution to my Agency.	37	4	41	90%
11	Nebraska.gov responds to inquiries in a timely manner.	38	4	42	90%
12	Nebraska.gov follows through with commitments.	33	8	41	80%
13	Rate general experience with Nebraska.gov?	35	6	41	85%
14	Would you recommend Nebraska.gov?	38	6	44	86%
15	Relate benefits experienced as result of Nebraska.gov services?	Summary attached.			
19	What is the term of the contract?	Summary attached.			
21	If Agency or provider charges fees: how structured?	Summary attached.			
22	If answered "other" in question 21, explain?	Summary attached.			

NEBRASKA STATE RECORDS BOARD

Network Manager Survey Results

January 20, 2011

SUMMARY

This summary is based on the survey conducted by the NSRB / Network Manager Operations Subcommittee in order to assess current services provided to Nebraska State Agencies by Nebraska.gov. To better understand the results, they will be organized into several “**key**” themes or categories. As with any survey, the results must be analyzed based upon the respondents understanding of the questions and, ultimately, how well they are interpreted. In some cases, the responses may not lead to expected or anticipated conclusions. Therefore, “**EXCEPTIONS**” were identified and noted at the bottom of this summary.

Basically, the survey included **24 questions** related to the performance of Nebraska.gov and was distributed to 78 agencies across the state. Several follow-up attempts were made in an effort to obtain a higher percentage of responses. Upon conclusion, 56 agencies responded which translates to a 72% response rate.

Questions 1 – 14: The first key theme identified in the results involves how well Nebraska.gov is performing and interacting while providing web-based services to various agencies around the state. A snapshot of the survey data and questions is attached in spreadsheet format. A high level overview indicates the first 14 questions (with a few exceptions) are basic inquiries about satisfaction levels and may not reveal any additional insights other than demonstrating Nebraska.gov is in fact receiving very positive feedback on their basic performance. Positive responses above 85% were considered very good. A review of the data shows Nebraska.gov is averaging above 85% with most of its basic services to these agencies. Categories included timeliness of completion, budget adherence, technical support, and customer service. In addition, there were strong satisfaction ratings in responding to inquiries or requests and for making positive contributions toward the agencies, in general. Of significant note, **86% of respondents** would recommend Nebraska.gov to other state agencies.

NOTE: Question 8: Indicates 38 groups responded with no major setbacks or issues. However, 7 groups said their applications had experienced setbacks with technical difficulties or some type of malfunctioning. Further investigation would be needed to clarify and better understand these issues.

Question 15: Primarily focused on collecting information about the benefits each agency encountered while working with Nebraska.gov. It appears, 21 agencies responded and 13 had positive feedback to share on the survey. Some of the representative themes were; time saving, effective training, professionalism with a helpful approach, cost savings with printing, streamlining processes to improve efficiency, along with providing valuable technical guidance

and resources to smaller agencies who do not have these resources readily available. On a side note, one agency mentioned in previous years (prior to 2004) there were difficulties, however, this same group has been very impressed with the results of more recent projects and attributes these successes to current Nebraska.gov staff. Another agency also noted previous problems which have recently been corrected and turned into positive results.

Two agencies noted issues regarding Nebraska.gov's services. One area of concern involved e-commerce matters while the other mentioned difficulties related to more complex custom web applications. These areas would need additional investigation in order to more clearly assess why the satisfaction levels are lower than expected.

Questions 16 – 20: Essentially, these involve outside vendor services, what types of contracts these parties have, are there fees involved, and was Nebraska.gov given the opportunity to compete with these outside vendors and demonstrate their ability to provide equivalent services at equal or reduced cost. It appears some agencies (less than 20) have been contacted; and, there have been fees associated with providing these services. Nebraska.gov was allowed to compete in at least 5 opportunities against other service providers or vendors. The survey question involving contract term(s) indicates these can range from no contract, to annual contracts, and in some instances up to 2 years in length.

Questions 21 - 22: Basically, these questions reveal how the fees have been structured and the survey offered four options: a) fixed sum per transaction {4 responses}, b) stair-stepped fee {0 responses}, c) percentage fee {3 responses}, d) other (10 responses). Of those 17 who responded, no fees, percentage fees, monthly fees and some annual fees were mentioned. Additional data collection and analysis would be required to better understand how these fees are structured across various agencies.

Questions 23: This question attempted to surmise whether or not the various agencies had appeared before the Nebraska State Records Board (NSRB) to obtain approval for the type of fees they were planning to collect. The data indicated only 3 out of 21 respondents had appeared. Therefore, a significant margin had not appeared before the NSRB in order to present their plans for fee structure(s).

Questions 24: The final question in the survey requested information about whether or not each agency was checking with the Office of the Chief Information Officer (OCIO) to determine if the software source code would be compatible with existing State infrastructure requirements. According to the data, which indicates (26 Respondents), about 58% of these groups were checking to assure their applications would be compatible with current requirements. Overall, based on the low number of responses and some of the feedback in the survey, this area would also need additional investigation to obtain more detail for better clarification of the results.

EXCEPTIONS

These exceptions were identified due to the nature of their survey responses and have been segregated into two primary groupings for additional review and discussion. The first group included agencies with survey responses that were explainable through some basic research.

The second group, however, were exceptions based on responses not matching actual practices and could not easily be explained. These groups and the associated issues require additional review and analysis.

GROUP 1

Six agencies did not respond to the questions regarding fee structures. The conclusion to this issue, it is possible the individual completing the survey was not involved with setting the fee structure and therefore chose not to answer these specific questions. All six agencies appeared before the NSRB and it was apparent through basic research these groups had charged some type of fees.

GROUP 2

Eight agencies either did not respond to the questions regarding fee structures or responded with an answer not matching their current business practice. Research discovered two agencies had appeared, two agencies had not appeared and four agencies answered N/A or uncertain to appearing before the NSRB. The conclusion to these issues, it is possible the individual completing the survey was not involved with setting the fee structure and therefore may not have been aware of the need to obtain NSRB approval. All eight of these groups had charged some type of fees.

NON RESPONDERS

In conclusion, 22 agencies did not respond to the original survey. However, it was deemed valuable to conduct some basic research and determine if any of these groups were involved with charging fees through Nebraska.gov in some capacity. 5 agencies were identified as having fees while only three of these groups had received NSRB approval.

GRANT REVIEW COMMITTEE PROCESS

GOAL: To ensure grant process is fair and impartial and to comply with the intent of the statute.

- Have new grant process in place by July 1, 2011 (final vote by board on process in April 2011).
- New sub-committee: Grants Review Committee (GRC) (3 board members)
- Current grant monies approved by Board - \$250,000 annual grant cap (Board may change this amount by majority vote)
- Grant application opportunities opened twice per year (every other quarter). Board will determine when the fund balance is secure and when grant opportunities will be reopened.
- Technical Review Committee and Grants Review Committee score (see “Proposed Process” below).

PROPOSED PROCESS:

- At the NSRB meeting prior to opening of grant application window, the board will affirm or authorize the amount of money to be available through the upcoming biannual grant period based on available funds. The board will also set the maximum single amount that can be awarded to a government agency. The GRC has discretion to award amounts determined by review.
- Grants submitted to Executive Director (E.D.). Deadline for receipt of applications: 3 months before next Board meeting.
- E.D. checks for completeness. If content data missing, E.D. sends form letter notifying applicant application not complete, returns grant, and gives next grant submission deadline.
- If grants are complete E.D. sends to individual members of GRC (along with any grant history) and to the secretary of the Technical Review Committee (TRC).

Technical Review Committee.

- Technical Review Committee will set meeting date for review. E.D. will contact applicants with time and date of meeting. Applicants will be required to attend either in person or be available by phone.
- Currently the Technical Review Committee does not comment or make recommendations on the *merits* of funding any grant application (see minutes 01/23/2008 attached).

Grant Review Subcommittee (GRC)

- Executive Director schedules two meetings with GRC (one with applicants and one GRC only for final review and decision) and two meetings with applicants (teleconference or in person as applicant desires); one with TRC and one with GRC. Every effort will be made to schedule TRC and GRC meetings with applicants on the same day.
- If grant is revenue producing to the portal and NSRB, the application will be sent to Nebraska.gov for comment.
- Each member of the GRC scores applications independently after receipt of TRC report.
- Applicant must score at least 70 out of 100 to be considered; those not scoring above 70 are notified with a letter that they did not meet minimal criteria to move forward.
- During GRC final decision meeting GRC determines grants to be awarded.
- The decision reached by the GRC will be presented to the full Board for ratification at its next scheduled meeting.
- E.D. will notify successful awardees and unsuccessful grant applicants in writing after NSRB meeting on which grant ratification is on the agenda.

Future action: Technical Review Committee (TRC)

The Subcommittee would like to explore Board expectations of what is in the TRC report. Currently the TRC provides answers to the following questions:

1. Is the project technically feasible?
2. Is the proposed technology appropriate for the project?
3. Can the technical elements be accomplished within the proposed time frame and budget?
4. Meets GIS requirements (if applicable).

The Subcommittee would like to review and explore expansion of the role of the Technical Review Committee (TRC) to become part of the scoring process.

January 23, 2008 Meeting excerpt

Agenda Item 8. SUBCOMMITTEE REPORTS. Mr. Catlett introduced the Finances Review Subcommittee report recommendations to the Board. Regarding the grant process for state and local agencies, the Subcommittee report recommended the following: (1) The application should include the requirement of a costing breakdown and budget using line items matched against projected costings and include bids from vendors (if applicable); (2) Increase the maximum total amount that may be awarded as grants to state agencies and/or local government subdivisions during each Board fiscal year from \$200,000.00 to \$250,000.00; (3) To set the maximum local government subdivision grant at its current level of \$25,000.00 for collaborative projects and \$10,000.00 for single jurisdiction/agency projects; (4) The maximum state agency grant remain at \$25,000.00 as set by the Board at its September, 1999 meeting; (5) Authorize the Chair and Board staff to develop a memorandum of explanation to be included in all grant applications that, in addition to the information currently required in an application, sets forth the purpose of a Board grant and the basic requirements/criteria by which a grant will be reviewed; (6) Authorize Board staff to reject and return to a grant applicant an application that is incomplete, setting forth the area(s) in the application that is/are incomplete and allowing the applicant the opportunity to correct the incomplete application and resubmit for Board review; (7) Authorize the Chair to consent one time, without prior approval from the Board, to a requested grant completion deadline extension of up to six months. Further, subsequent completion deadline extension requests or initial requests of more than six months shall be heard by the Board. Regarding second extension requests, Chairman Gale suggested they be tied to no more than two subsequent Board meetings. Finances Review Subcommittee Chair Jerry Catlett and Subcommittee member, Lauren Riedesel agreed.

Ms. Decker introduced the Technical Advisory Committee recommendations to the Board. The Technical Advisory Committee recommended the following: (1) The Committee's view is that their role in the process is to review and provide comments and analysis on the technical elements of a grant application. The Committee does not comment or make recommendations on the merits of funding any grant application; (2) Revise the Board's grant application form to include more detailed/additional budget information to enable the Committee to determine if the technical elements have been adequately considered and addressed by the applicant; (3) Require all grant recipients provide a report to the Board at the conclusion of their project, or portion of their project utilizing grant funds. These reports would document the successes and lessons learned from the various projects; (4) The report be posted on the Board's website. The website could highlight successful grant requests and be a place to share Best Business Practices.

Mr. Osborn moved to accept the Finances Review Committee's recommendations with the exception that the language (in #7 above) be changed from a 6 months requirement to two subsequent (Board) meetings and to direct the Board staff to develop the guidelines and a revised set of forms to reflect these recommendations ; seconded by Ms. Donley.

**Nebraska State
Records Board**
440 South 8th Street
Room 210
Lincoln, NE 68508-2294
(402) 471-2745

John A. Gale
Chairman



APPLICATION FOR STATE RECORDS BOARD GRANT TO IMPROVE ACCESS TO PUBLIC INFORMATION

Overview

In 1997 the Nebraska Legislature granted the Nebraska State Records Board (Board) the authority to create an electronic gateway through a government portal. This allowed the Board to provide citizens and businesses with electronic access to Nebraska state government information and services.

The Board in 1999 began providing grants to state agencies for the funding of projects aimed at improving electronic access to state government information.

The Legislature in 2003 authorized the twelve member Nebraska State Records Board to begin sponsoring a grant program for county and municipal governments for the development of programs and technology to improve electronic access to public records by citizens and businesses. Funding for grant projects is derived from a portion of the Board's share of the portal management user fee, not legislative appropriation.

The Board has determined that the grants may be used for the creation or enhancement of electronic access and delivery of government services and information, but not to fund ongoing operations. One of the Board's highest priorities is to encourage collaboration and projects which can ultimately be used in multiple jurisdictions with minimal modification.

Grant Application

Grant applications may be found on the State Records Board website page "Grant Information" at www.staterecordsboard.ne.gov or may be obtained by contacting the Boards Executive Director at cathy.danahy@nebraska.gov. Submitted grant applications, all information contained therein, and all attachments thereto become the property of the Board and shall be public records unless authorized by law to be treated as proprietary or confidential information.

Agencies, as defined by the Records Management Act, seeking grants from the Board for projects to create or improve electronic access to government information must complete the

following attached application and follow any procedures outlined. Attachments to a grant application shall be referenced, labeled and identified as “Attachment One,” “Attachment Two,” etc.

Additionally, those agencies submitting grant applications for funding of a Geographic Information System (GIS) project must in addition to the standard grant application complete and submit the six page Supplemental Questionnaire found on the Boards website page “Grant Information” at www.staterrecordsboard.ne.gov.

The grant applicant agrees it and its chosen vendor shall comply with all applicable Nebraska Information Technology Commission (NITC) standards which are available at <http://nitc.ne.gov/standards/index.html>.

Complete funding of your grant application may, due to limited resources or Board decision, not be possible.

Completed and signed grant applications, may be submitted by mail or hand delivery (physical address below), facsimile (402) 471-2406 or .pdf via email to cathy.danahy@nebraska.gov.

Grant Application Filing Timeline

For application due dates, Board meeting dates and any other questions about the process, please go the NE State Records Board website: <http://www.staterrecordsboard.ne.gov/> or contact the Boards Executive Director, at cathy.danahy@nebraska.gov or (402) 471-2745.

Grant Application Submission Requirements

1. Send applications to:
Cathy Danahy, Executive Director
NE State Records Board
Records Management Division
440 South 8th Street, Suite 210
Lincoln, NE 68508
2. Hand delivered applications must be received in person by Board staff at 440 South 8th Street, Room 210, Lincoln, NE between work day hours of 7:30 a.m. to 4:00 p.m.
3. Board staff will not accept or be responsible for applications left at the door.
4. Board members will not accept or deliver applications.
5. Regardless of the delivery method, all grant applications must be received by Board staff on or before the date stated by the Executive Director or as provided on the Boards website page “Grant Information” at www.staterrecordsboard.ne.gov.
6. Applications received after the published grant receipt date will be processed for the next regularly scheduled quarterly Board meeting.

7. Board staff will review each application for completeness (all required questions answered and all pertinent forms and attachments included) and eligibility (falls within the Boards funding guidelines). Applications not completed in full will be returned to the submitting agency. Applications not meeting the eligibility requirement will be returned to the applicant.
8. A grant applicant or designated representative must be available to appear in person or telephonically before the NSRB Technical Advisory Committee meeting and the Boards Grant Review Committee to answer any questions. Meetings will be scheduled with as much notice as possible.

State Records Board Grant Application Review

As stated above, a Board staff member will conduct a preliminary review of the grant application to determine if it is an eligible grant. After a positive preliminary review, the grant application will be reviewed, evaluated, assessed and scored by an appointed Board Subcommittee consisting of three 3 Board members, appointed by the Board Chair. The Board Subcommittee scoring recommendation will be considered by the Board in its review of the merits of each grant application.

The State Records Board has final authority to review, table, approve, modify the grant application amount requested or reject a grant application in whole or in part.

Grant applications may be denied by the Board for, including but not limited to: Failure to submit a complete application; Submission of an application less than thirty (30) days prior to the next scheduled Board meeting; Falsification or misrepresentation of information contained in the grant application; an inappropriate grant project proposal; or, failure to comply with pertinent regulations or laws.

Board staff will notify each grant applicant after the Board meeting where the grant application appears on the agenda as to the decision of the Board.

Upon a grant award and completion of the grant project, the applicant is required to submit a written project report to the Board, through the Executive Director, so as to document the success of and information gained from that project.

Grant Fund Dispersal

Grant funds awarded will not be transferred directly to the applicant, either in whole or in part, but will be retained by the Board and will be paid to the applicants chosen vendor upon presentation to the Board's Executive Director, cathy.danahy@nebraska.gov, of an original invoice from the vendor setting forth all expenses incurred during the invoice time period and listing the work done or product purchased. Upon verification of the accuracy of the invoice the Executive Director will cause the invoice amount to be paid to the vendor from the applicants grant award amount.

Funds approved for a grant applicant must be used for the specific purpose(s) set forth in the application.

The grant applicant shall notify the Executive Director when the grant project has been completed and verify that all vendor invoices have been submitted for payment. Upon such notification: (1) grant funds not expended on the project shall not be transferred to the grant applicant but shall be retained by the Board as unexpended funds, and, (2) the Board shall not be responsible for applicant expenses in excess of the Board approved grant.

Updated 01/21/2011

**Nebraska State
Records Board**
440 S 8th St Ste 210
Lincoln, NE 68508
(402) 471-2745

John A. Gale
Chairman



APPLICATION FOR STATE RECORDS BOARD GRANT TO IMPROVE ACCESS TO PUBLIC INFORMATION

The Nebraska State Records Board is sponsoring a grant program for Nebraska government agencies for the development of programs and technology to improve electronic access to state government information and services. Grants will be awarded for one time funding of small projects. No grant request shall exceed \$_____. The grants may be used for the creation or enhancement of electronic access and delivery of government services and information, but not to fund ongoing operations. Nebraska government agencies wishing to apply for these grants may want to first contact Nebraska.gov to establish feasibility and scope of the project.

NOTE: Loss of Funding. The NE State Records Board may be unable to award grant funds, in whole or in part, in the event funding is no longer available.

Grant Criteria

Grant projects requesting funding must meet criteria #1-3.

1. Enhance the delivery of local government agency services and improve the public and business access to those services.
2. Meet the all applicable Nebraska Information Technology Commission Standards and Guidelines. State's technology access clause for providing equal access to services for persons with disabilities. A copy of the technology access clause is available at: <http://www.nitc.state.ne.us/standards/index.html> under 2. Accessibility Architecture.
3. If the project or service created or improved pursuant to the grant application involves the licensing, permitting or regulation of businesses, then the project or service must allow integration with the State of Nebraska's Business Portal at: <http://www.nebraska.gov/index.phtml?section=business>, and the One-Stop Online Business Registration System at: <http://www.nebraska.gov/osbr/cgi/domestic.cgi/?osbraapplication/init/init/None>.

In addition, the following criteria will be considered when reviewing applications:

- Does the project enhance the delivery of state/local government agency services and improve the public, government and business access to those services?
- Does the project reduce the amount of reliance on human capital, paper, and office overhead?
- Does the project span more than one office or agency?
- What is the size of the customer base for this service and the geographic impact?
- Is there financial and or in kind contribution from other partners?
- Is there documented community support for the project?

Responses are required to all questions in Parts I, II & III in order to be considered for funding:

Part I. Grant Summary

1. Name of agency applying for grant _____
2. Title of project _____
3. Brief description of project:

4. Grant amount requested \$ _____

5. If the grant is to create an application, is the application to have a fee associated with its use for accessing public records, or is the application free for use by the public, businesses and other governmental agencies?

If there is to be a fee, provide any statutory authorization for assessing the fee.

6. If the grant application is for a Geographic Information System project, do you and the agency you represent agree to share the data collected in that project, without costs, with other interested government agencies in the State that may have a need for such data?

14. Does the project involve the licensing, permitting or regulation of business? If yes, explain how the project or service will allow integration with the State of Nebraska's Business Portal, located at: <http://www.nebraska.gov/index.phtml?section=business>, and the One-Stop Online Business registration system located at: <https://www.nebraska.gov/osbr/index.cgi>

15. Community Support. Please include letters of support to document the public expression that has caused you to implement this application.

Part III. Technical Information

1. Describe the hardware, software, and communications needed for this project and explain why these choices were made.

2. Address any technical issues with the proposed technology including:
 - Conformity with general accepted industry standards. Projects which interface with other state systems (such as distance learning systems) must meet NITC technical standards and guidelines. (The NITC standards and guidelines are located at: <http://www.nitc.state.ne.us/standards/>).
 - Compatibility with existing institutional and/or statewide infrastructure.
 - Reliability, security and scalability (future needs for growth or adaptation).

3. Describe how the project will comply with the State's Technology Access Clause: meet all applicable Nebraska Information Technology Commission Standards and Guidelines. A copy of the Standards are available at: <http://www.nitc.state.ne.us/standards/index.html>. under 2. Accessibility Architecture.

4. Describe how technical support will be provided.

Part IV. STATE LAW COMPLIANCE.

Nebraska law, sections 4-108 through 4-114 state that no political subdivision of the State shall provide public benefits, to include grants or contracts, to a person not lawfully present in the United States. If this application is awarded in whole or in part, and during the time the grant is in effect, the undersigned, on behalf of the political subdivision grant applicant, by signing this grant application, affirmatively states and acknowledges that the political subdivision will comply with this law.

Part V. CONTACT INFORMATION & SIGNATURE

Contact person, and title, for any questions regarding this application:

_____ Title _____
Printed Name
Phone # _____ E-mail _____

Physical Address:

I, the Authorized Representative of _____, certify to the Nebraska State Records Board that the applicant/agency has the necessary authority to undertake the proposed project, will comply with Affirmative Action requirements and provide a drug free workplace environment.

Signed this ____ day of _____, 20__

Agency Director

Please return completed application to:

**Executive Director
Nebraska State Records Board
440 South 8th Street, Suite 210
Lincoln, NE 68508-2294
(402) 471-2745
(402) 471-2406 (fax)**

Board Staff use only, do not fill in below this line	
Grant Request Number: _____	Date Request Received: _____
Grant Amt Requested: _____	Grant Request Score: _____
Technical Comm. Recommendation: _____	
Grant Disposition: _____	Date of Mtg Minutes: _____

(Last updated 01/21/2011)



Date: 11/29/2010

Cathy Danahy
Deputy Secretary of State for Records Management
Executive Director – Nebraska State Records Board
Records Management Division
440 South 8th Street, Suite 210
Lincoln, NE 68508

Dear Cathy,

Please find a copy of the invoices from Katt Surveying, broken down into eight months, totaling the amount of \$25,000.00. These invoices were submitted for work completed on the GIS parcel database update for the communities within Hamilton County, Nebraska. The new parcel data has been loaded into the Hamilton County Assessors web portal and is now fully operational and can be accessed from our web-site: <http://hamilton.gisworkshop.com/>

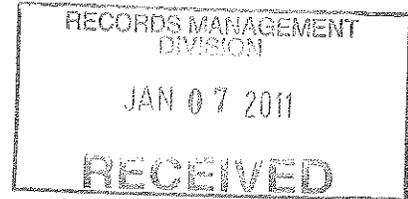
Hamilton County is committed to staying on the cutting edge of GIS technology. Hamilton County Commissioners have shown their support by allowing the GIS department a budget of \$55,000.00 for the 2010-2011 fiscal year. Thank you for your support in making Hamilton County a leader in GIS technology.

Thank you,

A handwritten signature in black ink, appearing to read "Adam Darbro".

Adam Darbro
Hamilton County
GIS Administrator

Howard County Assessor
612 Indian Street/ Suite #10
St. Paul, Nebraska 68873
Phone 308-754-4261
Fax 308-754-4125



January 6, 2011

Michelle Woitalewicz
Emergency Manager
Howard County Emergency Manager
612 Indian Street/ Suite #10
St. Paul, NE. 68873

Dear Board of Directors

Thank you! As the Emergency Manager and Grant Writer for Howard County, it has been a great pleasure to receive the SRBG Grant for Howard County. Having this funding has given us the ability to update equipment and technology that was just not possible to obtain with the County budgets.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Woitalewicz".

Michelle Woitalewicz
Howard County Emergency Manager

Howard County Final Report Enclosed

Howard County, NE – Final Report (SRBG Grant) – GIS Implementation

The Internet Mapping Web site is completed and available to the general public at <http://howard.gisworkshop.com>.

Howard County Assessor and the Clerk's Office assisted in the compilation of the necessary information for the GIS. GIS Workshop converted the compiled data, by scanning cadastral maps, designing and building the website, and training the county employees.

The GIS is installed in the Howard County assessor's office and is being used to calculate agricultural valuation using the latest soils, land use and parcel boundaries. It has already simplified the land record map maintenance procedures and is making the land record data more precise and up to date. Other departments in the courthouse can access the GIS database through the web site and the web site is reducing the need for other departments to contact the assessor's office via phone or to visit the office in person to request land record information.

The GIS has already improved courthouse efficiency, improved delivery of local government services to the public and is facilitating collaboration between agencies. Howard County Offices of Assessor, Clerk, Treasurer, and Election, Sheriff, and Flood Plain administrator, Emergency Manager, The Howard County Roads and Weed Department all benefit from the web site. Property owners, Banks, Insurance Companies, Appraisers, Realtors and the Villages of Howard County now have access to the property assessment and valuation information at no extra cost to them. The GIS is serving the public with the ability to acquire information on a timely manner. For the office staff it is time saving program giving us the time needed to do office work without the time spent on telephone calls, receiving parcel information, retrieving information and then faxing, printing or mailing the information to the many entities.

The web site gives the public access 24 hours a day 7 days a week. This allows for those that can't make it into our office during office hours the flexibility to meet their needs. This also gives access to the public that can't make it into our office due to confined life style such as hearing impaired, wheelchair, homebound or just the general public that doesn't have the time to run errands of this nature.

VALLEY COUNTY ASSESSOR

Pamella K. Arnold

125 S. 15th

Ord, NE 68862

(308) 728-5081

Fax: (308) 728-7725

RECORDS MANAGEMENT
DIVISION

DEC 29 2010

RECEIVED

December 28, 2010

Cathy Danahy
Deputy Secretary of State for Records Management
Records Management Division
Secretary of States Office
440 S 8th Street, Suite 210
Lincoln, NE 68508

Re: Final Report

Dear Cathy:

Attached is the final report you requested for the SRBG Grant awarded to Valley County, Nebraska.
If you need anything else, please let me know. Thank you.

Sincerely,



Pamella K Arnold
Valley County Assessor

28th December, 2010

Final Report: Valley County, NE – Geographic Information System Implementation

In 2010 Valley County, NE sought grant funding from the State Record Board Grant (SRBG) committee to modernize current record keeping of land records (cadastral maps, soils, etc.) and start the integration of digital land record information on the Internet. The goal was to have digitized maps and property information available to anyone with Internet access such as members of the public, corporate users and government officials.

The GIS project was initiated by the Valley County Assessor's department through a project to modernize the land records system by building a GIS. The GIS allows us to assist in and simplify providing more current and precise parcel information for assessment, land valuation and planning/zoning. It allows speeds the process for property splits and measurements that are required by statute of the assessors department. It assists the Assessor in calculating soil and land class acreages and values for each agricultural parcel in the county. Finally, the system has done away with the need for Valley County to update its paper cadastral maps every few years (>\$100,000 per update).

Valley County routinely receives inquiries for property information (valuations, assessment data, current zoning designation, etc) from multiple entities, locally as well as from outlying counties and states. Requests come from Banks, Insurance Companies, Appraisers, Realtors, and also the public in general. Many requests are local, although requests come from throughout the State and numerous are out of State requests. Many times the above entities travel miles to visit our office to obtain this information, or they choose to call us requesting the information. The old paper system required that records be located and copied manually before being transferred to the interested party, either in person or by fax.

The new Internet based system (<http://valley.gisworkshop.com>) integrates the GIS parcel maps and the land records database into one single system accessible via a web browser. Users are able to search all land records information and maps without the time and cost of travel to the courthouse. The information is available 24/7 and information requests to do not need to be serviced by assessment staff.

The maintenance of this information has been greatly simplified too as all maintenance is now performed digitally. This simplification has allowed for more prompt and accurate maintenance, while providing the latest changes in a nearly real time format to users. The GIS system is helping Valley County government tremendously in keeping the records current and correct.

Beneficiaries of Internet site include:

- Valley County taxpaying public. The general public is now able to access land record and associated information 24/7
- Other county and village/town agencies and offices are able to access and share information without the need to provide paper copies or visit each others' offices.
- Real estate professionals (realtors, appraisers, banks and insurance companies) are able to access information vital to their day to day operations at any time.

The implementation of the GIS system and the Internet GIS has already been beneficial for not only the Valley County Assessor's office, but also other departments that require quick and easy access to property record information. Information pertaining to a property's owner, location, legal description, assessment data, soil data and planning/zoning information may be easily accessed. Specifically, the following agencies may now access the property information online:

- County Clerk
- County Treasurer
- Weed Department
- Road Department
- Other local entities outside of the Courthouse such as the villages of Arcadia, North Loup, Arcadia, Elyria, the school district, the Fire Districts.

As promised in the original grant application, Valley County staff assisted with compiling information, data entry, and maintaining current data to assure all information is correct and up-to-date. GIS Workshop, Inc. (the vendor) compiled the necessary data, cadastral maps, etc., and provided training to office employees.

Finally, the Internet system is being listed via the Property Assessment Division (PAD) website (an official state portal). PAD lists and makes available links to all county information sites on its page at <http://pat.nol.org/counties/index.html>.

NSRB - CASH FUND BALANCE
State Records Board - Revenues & Expenditures
FY 10-11

	<u>Oct, 2010</u>	<u>Prior Year Oct, 2009</u>	<u>Nov, 2010</u>	<u>Prior Year Nov, 2009</u>	<u>Dec, 2010</u>	<u>Prior Year Dec, 2009</u>
<u>Revenues:</u>						
Sale of Service	\$470,156.62	\$491,213.49	\$475,889.84	\$493,360.16	\$485,210.18	\$446,482.64
General Business Fees	\$126.30	\$808.17	\$168.73	\$97.21	\$122.43	\$149.68
Driver Records	\$1,023.00	\$1,278.01	\$1,054.00	\$1,276.00	\$2,274.00	\$1,461.00
Investment Income	\$2,572.04	\$2,060.22	\$0.00	\$2,608.66	\$0.00	\$1,886.57
Total	\$473,877.96	\$495,359.89	\$477,112.57	\$497,342.03	\$487,606.61	\$449,979.89
<u>Expenditures:</u>						
State Agency Payment	\$305,976.47	\$303,513.34	\$307,730.79	\$304,913.39	\$314,119.35	\$281,267.65
NIC	\$148,367.42	\$149,563.48	\$150,931.32	\$151,172.34	\$153,369.94	\$135,364.85
Other Contractual Services	\$53,186.00		\$40,612.00	\$95,599.04	\$87,554.50	\$45,990.74
Personal Services	\$894.33	\$1,915.19	\$3,181.46	\$1,915.17	\$2,908.90	\$1,795.30
Operating Transfer Out (Note 1)					\$59,077.00	
Misc. Expense	\$3.10	\$279.21	\$216.48	\$208.18	\$195.00	\$82.33
Total	\$508,427.32	\$455,271.22	\$502,672.05	\$553,808.12	\$617,224.69	\$464,500.87
<u>Profit (Loss)</u>	(\$34,549.36)	\$40,088.67	(\$25,559.48)	(\$56,466.09)	(\$129,618.08)	\$13,973.74
<u>Fund Balance:</u>	\$719,698.14	\$850,288.01	\$694,138.66	\$793,821.92	\$564,520.58	\$779,300.94

Transfer to General Fund in June, 2011 (Note 1)

\$59,077.00

Grant Encumbrances

\$0.00

Reinvested Revenue

\$0.00

Unencumbered Funds

\$505,443.58

**Note 1: Cash Fund Transfers to the General Fund are per LB1, 101st Legislature, First Special Session 2009
Total designated transfer amount was \$118,154 with one half transferred December, 2010 and the remainder to be transferred June, 2011**

State/Local Grant Project Status Report - 12/31/2010

Agency Name	Project Description	Date Grant Awarded	Original Grant Amount	Grant Balance Remaining	Balance Status	Stated Completion Date	Date of Last Payment
Accountability and Disclosure	Online Campaign Statement Filing II	5/27/2009	\$25,000	\$0		January, 2010 December, 2009 Extended to March, 2010 May, 2010 Extended to October, 2010	Completed November, 2010
Hamilton County Surveyor	Hamilton County Mapping Update	9/15/2009	\$25,000	\$0		December, 2010	Completed December, 2010
Lincoln County/City of North Platte	Lincoln County/City of North Platte Enhanced Web Service	9/15/2009	\$25,000	\$0		July, 2010 Extended to December 2010	Completed December, 2010
Richardson County Assessor	Enhancement of Richardson County Land Record Information Management and Web Access	9/15/2009	\$25,000	\$0		July, 2010	Completed August, 2010
Valley County Assessor	Geographic Information Implementation & Web Access	9/15/2009	\$15,000	\$0		December, 2010	Completed December, 2010
Arthur County Assessor	GIS System	12/2/2009	\$15,612	\$0		April, 2010 March, 2010 Extended to October, 2010	Completed November, 2010
Blaine County Assessor	GIS System	12/2/2009	\$13,742	\$0		April, 2010 March, 2010 Extended to October, 2010	Completed November, 2010

State/Local Grant Project Status Report - 12/31/2010

Agency Name	Project Description	Date Grant Awarded	Original Grant Amount	Grant Balance Remaining	Balance Status	Stated Completion Date	Date of Last Payment
Grant County Assessor	GIS System	12/2/2009	\$20,412	\$0		April, 2010 March, 2010 Extended to October, 2010	Completed October, 2010
Hooker County Assessor	GIS System	12/2/2009	\$25,000	\$2,447	Not Used	April, 2010 March, 2010 Extended to October, 2010	Completed October, 2010
Howard County Assessor	GIS Implementation	12/2/2009	\$25,000	\$0		December, 2010	Completed December, 2010
Logan County Assessor	GIS System	12/2/2009	\$22,896	\$0		April, 2010 March, 2010 Extended to October, 2010	Completed October, 2010
TOTALS			\$237,662	\$2,447			
1/25/2011 14:34							

General Manager's Report

November 2010 – December 2010

NEBRASKA . GOV

Brent Hoffman, General Manager
Nebraska.gov

301 S 13th Street, Suite 301

Phone: 402-471-6582

FAX: 402-471-7817

Email: bhoffman@nicusa.com

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NEBRASKA.GOV *Executive Summary*

Year end is a time to reflect on accomplishments made. I encourage you to review the 2010 project priority report, as a lot of work was put into meeting and exceeding Partner expectations. We launched 15 new services, 8 website redesigns, and numerous application enhancements.

Of course revenue generating projects are very important to us, as we strive to reduce the portal's percentage of revenue generated strictly from DMV records. In 2010 we were able to increase the percentage of non-DMV revenue generated by 2%. Our goal continues to be to bring this number up on an on-going basis by 2-5% yearly.

To end the 4th quarter however, I would like to highlight a few of the important non-revenue services that were launched, as this is one of the main benefits behind the self-funding model. The portal worked with the Nebraska Judicial Branch Office of Dispute Resolution (ODR) for over a year, to design an online system for Mediators which went live in October 2010. The new system allows for mediators to report online their continuing education and biennial reports for approval. When the state legislature instructed the ODR to create rules, procedures, and forms for training of Nebraska Parenting Act mediators, they decided to go with a paperless system to avoid having to find funding for the initiative. As the Judicial Branch is a consistent partner and a good contributor to the portal, the ODR was able to take advantage of Nebraska.gov resources to develop this at no cost.

Another free service developed to satisfy requirements of new legislation was the Department of Motor Vehicles Title Inquiry Search launched in November 2010. With the elimination of the transfer of paper liens when a vehicle changes ownership, primary users are financial institutions and auto dealers that search to determine issue of title documents and lien information.

Over the year, some of our bigger highlights include the launch of LiveWell Survey for the Department of Health and Human Services, Driver License Renewal for the Department of Motor Vehicles, Candidate and Ballot Committee B-1 Statement for the Nebraska Accountability and Disclosure Commission, and Biennial Reports for the Secretary of State's Office. These projects all involved a great deal of time in planning, developing, testing and marketing.

Financially, the 4th quarter ended with state gross revenues for the month of December at \$510,485. Of that total, the agencies net revenue was \$260,798, the NSRB net revenue was \$18,206, up \$2700 from the same month the year prior. High operating costs left Nebraska.gov net revenue at -\$10,438.

2010 also marked big changes on the technical side of portal management. Nebraska.gov website and application hosting went virtual, and the payment engine got a significant upgrade. These accomplishments have positioned Nebraska.gov to lead our Partners to the next level of technological advances for 2011. It is what we continuously strive for, "to be the best eGovernment partner we can be".

Sincerely,
Brent Hoffman
President, Nebraska Interactive, LLC

Financial Reports

December 2010 Financial Report

	Month Ended 12/31/2010	Month Ended 12/31/2009	Year to Date 12/31/2010	Year to Date 12/31/2009
State of Nebraska Gross Revenue	\$510,485	\$511,879	\$6,258,068	\$6,234,058
Revenue Other (Adjustments)	\$7	\$75	\$72	\$523
Total Revenue	\$510,492	\$511,954	\$6,258,141	\$6,234,581
10% NSRB Partner Share	\$18,206	\$15,537	\$209,078	\$173,973
Agency Share	\$260,798	\$289,626	\$3,294,613	\$3,553,607
COR Other (Communication Costs)	\$30,742	\$20,179	\$279,645	\$148,685
Total Cost of Revenue	\$309,747	\$325,342	\$3,783,336	\$3,876,265
Nebraska Interactive Gross Revenue	\$200,746	\$186,612	\$2,474,805	\$2,358,316
Nebraska Interactive Operating Expenses	\$202,434	\$171,597	\$2,125,773	\$2,081,154
Nebraska Interactive Operating Income	(\$1,689)	\$15,015	\$349,032	\$277,162
Nebraska Interactive Other Income	\$0	\$0	\$0	\$1,170
Nebraska Interactive Net Pre-Tax Income	(\$1,689)	\$15,015	\$349,032	\$278,332
Nebraska Interactive Provision for Income Tax	\$8,749	\$7,338	\$149,339	\$112,834
Nebraska Interactive Net After-Tax Income	(\$10,438)	\$7,677	\$199,693	\$165,498

2010 Revenue Contribution Report

	2010	2009
Dept. of Motor Vehicles (Drivers Records)	38%	40%
Interactive & Other Services	50%	46%
Secretary of State Services (Interactive/Batch)	11%	10%
Other (Subscriptions, Special Projects, etc.)	1%	4%

Goal: Working with our partners to launch innovating and exciting applications in 2010 is at the top of our priorities.

Free Online Title Inquiry Search

Partner: DMV

Launch date: November 1st, 2010

The Department of Motor Vehicles is now offering a free Title Inquiry Search. Primary users will be financial institutions and auto dealers. It will be used to determine issuance of title documents and notation of liens. The vehicle information, including make, model, year, etc will be displayed along with the title and lien information. No owner information will be displayed. There is no fee or subscription fee charged to use this new service. It is the newest addition to the suite of online services available at www.ClickDMV.ne.gov



Continuing Professional Education- Online Service Enhancements
Partner: Board of Public Accountancy
Launch date: December 1st, 2010

The Board of Public Accountancy worked with Nebraska.gov to enhance the existing service for the Continuing Professional Education (CPE.)

Office Managers now have the ability to report education hours for multiple Certified Public Accountants (CPAs) in one single session. In order to access this service, the firms must contact to the Board of Public Accountancy to register.

Once a course has been submitted by the Office Manager, an email notification will be sent to the individual CPA to verify the information.

Any changes can be made by the individual CPA or the Office Manager before the reporting deadline of January 31.



Goal: Drive organic growth through higher adoption of existing revenue generating services

Driving organic growth through increasing adoption of existing revenue generating applications makes us less dependent on driver's license record revenue. By diversifying and growing organically, we have a stronger foundation.

The applications listed have a market potential of 432,810 new transactions.

1. Secretary of State Corporation Tax Reporting
Market Potential: 57,000

1st quarter status: *Application Launched January 4th, 2010. As of March 31st, 7330 reports had been filed online. YTD the online adoption rate is 16.5%. Reporting will remain open until the 3rd week of April.*

2nd quarter status: *Total reports filed for 2010 online: 8419. Over \$2 million was collected for the SOS Business Division. Overall online adoption was on target to projections at approximately 15%.*

3rd quarter status: *Application offline until 2012. Just completed work on Nonprofit Biennial Reports online filing application which is ready for Jan. 2011 launch.*

4th quarter status: *Will be working with the partner in 2011 to create strategies for increased adoption when the service goes back online in January 2012. Strategies will include email notifications and phasing out mailing of paper forms.*

2. Nebraska eGov Payments
Market Potential: 10,000

1st quarter status: *A demonstration of the system was given to the Department of Roads. They are having internal discussions to determine how they want to proceed. Presentations have also been given to Douglas and Sarpy County Treasurers.*

2nd quarter status: *Demonstrations were given to Lancaster and Logan County Treasurers, in addition to the State Patrol, Criminal Investigation Division. In June, Logan County was the first to sign up for this system.*

3rd quarter status: *Online demonstrations have been given to Blaine, Custer, Valley and Cheyenne county treasurers. Another demonstration was given to the State Patrol, Criminal Investigation Division. The Saunders County treasurer was given a live demonstration of the system as well. Natalie Bacon was invited to present the system*

during the meeting of the West Central District gathering of the County treasurers. After the meeting in North Platte, Natalie traveled to Ogallala to present the system to the Keith County District Court. As of this time, Valley County Treasurer, McPherson, and Keith County District Court have signed up to use the system.

4th quarter status: *Demonstrations of the system continue to be given to county officials. Natalie Bacon gave a presentation at the Bellevue City Council meeting on December 13. The council voted unanimously to use this system with all city offices. Four additional county treasurer offices and one county court are ready to use the payment system.*

3. Department of Motor Vehicles Drivers License Renewals and Duplicates
Market Potential: 318,000

1st quarter status: *The Department of Motor Vehicles and Nebraska.gov are planning a soft Launch April 15th. The Governor will officially announce this new online service April 26th.*

2nd quarter status: *This new service was launched on April 15th, with a Press Conference held by Governor Heineman on April 26th. As of June 2010, over 4000 renewal documents have been issued.*

3rd quarter status: *There have been over 10,630 renewal documents issued since launch date to September 30th, 2010. Renewal forms are not longer being sent out. Instead, the DMV is sending out postcards that highlight the online service.*

4th quarter status: *There have been over 22,092 renewal documents issued since launch date.*

4. Department of Corrections- CSI online ordering
Market Potential: 780

1st quarter status: *This application will go live September 2010. Still in the planning phase.*

2nd quarter status: *This application has moved to the Development Stage.*

3rd quarter status: *This application is currently in the testing phase.*

4th quarter status: *This application is currently in the testing phase.*

5. Department of Health and Human Services Wellness Survey Market Potential: 400
1st quarter status: *Survey is in testing with the partner.*

2nd quarter status: *Survey is still in testing with the partner. A presentation of the service was made to the President of the National Partnership for Wellness, and to conference attendees at a recent gathering of Wellness Councils in Denver, CO. Anticipated launch for the service is mid-July.*

- 3rd quarter status:** *Survey launched July 20th 2010. A presentation of the service was made to the President of the National Partnership for Wellness, and to conference attendees at a recent gathering of Wellness Councils in Denver, CO. Working with councils in Arizona, West Virginia and Omaha to set up accounts for survey administration.*
- 4th quarter status:** *West Virginia Wellness Council is currently offering the survey to their companies. The other councils will begin offering the survey in January 2011.*
6. Secretary of State LLC Change of Registered Agent
Market Potential: 1,000
- 1st quarter status:** *Project is pending some database changes to make the online service validation possible.*
- 2nd quarter status:** *Data updates are in progress at the Business Division office. January 2011 is still the target date for launch of the application.*
- 3rd quarter status:** *Registered Agent record updates are completed, and the new logic for handling RA change/add has been installed in the test desktop application at the SOS Business Division. Nebraska.gov met with Northrop Grumman and has the specifications on the new logic in order to incorporate it into the online application. Work to resume on development in the 4th quarter.*
- 4th quarter status:** *This project will be incorporated into the electronic document delivery service currently in the final stages of planning, and should go online in 2011.*
7. Department of Agriculture Pesticide Applicator Permits
Market Potential: 28,200
- 1st quarter status:** *Application launched February 10th, 2010. Partner has discontinued renewal forms and substituted postcards with the instruction to file online. As of March 31st 1321 online permits received.*
- 2nd quarter status:** *YTD 2050 permits have been renewed/paid online. There is no specific period for renewal.*
- 3rd quarter status:** *YTD 2123 permits have been renewed/paid online. A new NDOA application for the Weights and Measures Division was launched on July 1st. There have been 214 Measuring Device Registrations submitted online, with a total of \$53,000 collected for the partner so far.*
- 4th quarter status:** *YTD 2152 permits have been processed through Nebraska.gov, for a total of over \$96,000 collected for the Department of Agriculture.*
8. State Electrical Division Inspection Requests
Market Potential: 5,000

1st quarter status: *Partner has another application currently in development. Concept phase scheduled to begin in second quarter.*

2nd quarter status: *Partner is still in testing on prior project. Concept phase for new service will be delayed until after application launch.*

3rd quarter status: *SED Electrician License Services suite launched on July 26th. Services include a Continuing Education hour's lookup for licensees, a public licensee search and a list ordering function. Inspection Requests will be a 2011 project as the Electrical Division is now going into their biennial license renewal period.*

4th quarter status: *A meeting was held mid- December to begin discussion on Inspection Requests. This project will involve a change request to the contractor ePermit application. The group will continue to move forward with this project.*

9. Engineers and Architects Licensure
Market Potential: 430

1st quarter status: *This application will go live August 2010. Still in the planning phase.*

2nd quarter status: *This application is near the development phase. Waiting for Agency to sign and approve Functional Specifications. New target date may need to be established, due to Agency.*

3rd quarter status: *This application is currently in the testing phase.*

4th quarter status: *This application is currently in the testing phase. The Agency is utilizing their College Interns for this process and with Winter break, the Interns were unable to test for a few weeks. The Agency Director is anticipating testing to start back up mid January.*

10. Electronic Lien Search
Market Potential: 12,000

1st quarter status: *This application will go live September 2010. Still in the planning phase.*

2nd quarter status: *This application is in the Development phase. Target date is still September 2010.*

3rd quarter status: *Application launched on October 26th 2010.*

4th quarter status: *Application continues to provide convenience to auto dealerships and financial institutions that need to access lien notation information.*

Goal: Leverage NIC states to find application opportunities not currently being offered in Nebraska

A great benefit Nebraska.gov has at its disposal is our relationship with other NIC states and their ever extending services database. Nebraska.gov will work with the other NIC states to see what valuable services are being deployed and see if they fit into the scope of our partner's online objectives.

Nebraska eGov Payment Counter Point of Sale Solution (Over-the-Counter)

Nebraska.gov has leveraged the payment solution currently being used in Kansas and Indiana. The Nebraska instance was cloned and ready in a matter of just a few weeks. It is currently available and being marketed to state and local government entities.

NEBRASKA.GOV For general inquiries, call customer support at 402-471-7810 [Help](#)

Nebraska Gov
Payment Counter
Point-of-Sale Solution

Welcome cashier cashier

Cashier

Organization Dept. of Roads
Location Highway Safety (HWYSFTY) ▼

Service Name	Amount
Accident Reports	<input type="button" value="Remove"/> \$10.00
	Amount \$10.00
	Service Fee \$1.50
	Total Amount \$11.50

Services Accident Reports ▼
Amount: 0.00

Swipe entry mode. ▼
Credit Card ▼

Online Fingerprints

Nebraska.gov has been in talks with the Nebraska State Patrol to bring services online. One future project that was mentioned is a fingerprinting system that was developed in Arkansas. There are other projects that have priority for the agency, yet this has been mentioned in conversation.

Criminal History Requests

The Arkansas state portal and their partner Arkansas State Police did a web demonstration of both the Criminal History Request and management system, and the Handgun Permit request service to the

Nebraska portal and NE State Patrol. State Patrol is proceeding with a project to have Nebraska.gov create a Criminal History Request system for them.

Goal: Identify new opportunities at the city and county levels of government

In 2010, Nebraska.gov will be looking into new territories for online application opportunities.

1st quarter status: *A meeting was held with the Sarpy County Treasurer to discuss ways to create an online payment system when paying property taxes. We are in the beginning stages of discussion with them to determine the best way to proceed.*

The Over-the-Counter payment system has been presented to Douglas and Sarpy County Treasurers. More county treasurers are in the process of being contacted to gauge interest in the system.

2nd quarter status: *Demonstrations for over-the-counter payment solution were held for Lancaster and Logan County Treasurer's, in addition to the State Patrol, Criminal Investigation division. In June, Logan County was the first to sign up for this in-office opportunity.*

Nebraska.gov submitted an RFP to the Development Services Center (DSC) in June. The DSC consolidates certain activities and operations of five departments. This opportunity has the potential to build future revenue generating online applications.

3rd quarter status: *County Treasurers continue to be contacted regarding the Over-the-Counter system. Valley County Treasurer has also signed up to use the system in addition to Logan County, the first to sign up. More are being added each week. A presentation was given at the West Central District Treasurer's meeting. Positive response was received from that meeting. Interest is gaining in the system as more people are aware of it.*

4th quarter status: *The payment system was presented to the Bellevue City Council. The council voted unanimously to proceed with using the system. Demonstrations continue to be given to various organizations. The Cheyenne County Treasurer, Arthur County Court, Arthur County Treasurer, Thomas County Treasurer, and Custer County Treasurer offices have all signed up to use the payment system.*

Goal: Implement latest Web technologies and Web 2.0 solutions with partners

Nebraska.gov prides itself in being a leader when it comes to cutting edge advancement around the delivery of eGovernment services.

Hamilton County Website Redesign
Launched: December 17th, 2010

Hamilton County Nebraska

Home News County Offices Elected Officials Contacts Links

2000 Census Figures 9403

Aurora	4,245
Gillette	3,359
Hamilton	4,339
Harrisonville	4,507
Marquette	418
Phillips	3,335
Stockham	600

Online Services
 County Assessor
 County Board
 County Clerk
 County Treasurer

Feedback:
 Tell us what you think about the website. We welcome your comments. Please send us an email.

We invite you...

The Hamilton County Board of Commissioners would like to thank all County employees for their commitment to serving the people of the county this past year and wish them a Joyous Holiday Season!

*Sincerely,
 Jerry Lantry, Mayor,
 Clarence & Jim*

HOLIDAY CELEBRATIONS
 HAMILTON COUNTY OFFICIALS AND EMPLOYEES

Historical Information
 History of Hamilton County Pages 1 - 8
 History of Hamilton County Pages 9 - 16
 History of Hamilton County

December 2010

Day	Mon	Tue	Wed	Thu	Fri	Sat
25						
26	1	2	3	4	5	6
27	7	8	9	10	11	12
28	13	14	15	16	17	18
29	19	20	21	22	23	24
30	25	26	27	28	29	31

Maps
 County Wide Downloadable Maps (PDF)

CodeRed
 Emergency Telephone Notification System Register For Free weather warning information through CodeRed

© Hamilton County Nebraska 2010

The Nebraska.gov 2010 Technical Plan

For 2010, Nebraska.gov has defined the following technical goals towards leveraging the whole host of services available to the portal. The local technical staff have identified these goals as important and valuable to the Nebraska portal and its agencies and users.

Goal: Implement Active-Active solution for Electronic Services

This will allow Nebraska.gov increased visibility and reliability by increasing redundancy at the facility level. This is the first steps of a long term goal, requiring coordination with the CDC and the State of Nebraska.

1st quarter status:

Active-active solutions for TPE (payment engine) and CDB (customer database) are completed. An instance of each is running in both the Texas and Virginia data centers simultaneously, removing the risk involved in a single point of failure.

Phase I completion of the migration of all hosted applications and web sites to virtual servers has a target date of May 15th. Testing of all applications and web sites on the virtual servers is in progress.

April 18th new Checkpoint firewalls will be installed and the Virginia data center to replace and upgrade the previous firewalls.

2nd quarter status: Phase I of virtual migration is complete. Implementing steps to update mySQL and complete migration of cron jobs, ZOPE, and DMV point-to-point users to virtual environment.

3rd quarter status: Development and test environments are now operating off of virtual servers. Migration to virtual jobs server partially completed. Point-to-point setup on virtual server for testing. Testing on mySQL upgrade prior to roll out.

4th quarter status: Point-to-point migration completed. Testing completed for migration of ZOPE websites to virtual environment (scheduled for January 2011). Migration to virtual jobs server and mySQL upgrade will also be completed January 2011. This will be the final phase of implementation.

Goal: Broaden the Development skill set of our development team

We will expand our Java development to include other robust enterprise frameworks such as Apache Struts, by leveraging Java and the tools that have been built around it, everything from libraries, frameworks, debuggers, and IDEs. These changes will have many benefits such as faster development time, more secure code, less bugs on initial launch, and lower training time for new developers already familiar with these technologies.

1st quarter status: *Currently there are 3 new applications in development that are programmed using the new Grails framework. This framework is intended to reduce the amount of time needed to develop and debug new applications, as well as to reduce the long-term resources required for maintenance.*

2nd quarter status: *Two of our Grail applications are in the Partner testing phase in addition to two more in the development phase.*

3rd quarter status: *We now have 6 applications built using the Grails framework. It is positively impacting development timelines.*

4th quarter status: *Development for iDevices added to portal team skill set.*

Goal: Use more common/standard development methodology

Developing applications to take advantage of AJAX style development to assist in making applications to create a more user friendly interface. This will help draw more repeat customers. As always, we will continue to evaluate and leverage emerging technologies to best fit the needs of Nebraska.

1st quarter status: *Nebraska.gov's focus has always been on creating the most user-friendly applications possible. A large part of this is allowing the user to do as much as possible in as few steps as possible on a single page. Technologies such as AJAX and JavaScript are instrumental in accomplishing this.*

Corporate Biennial Occupation Tax Reports uses JavaScript to allow filers to select a box that will fill in address information for them if it is the same as principal office address, eliminating data entry for the user:

2nd quarter status: *The portal website redesign will be implemented using more AJAX styles to make it more dynamic and customizable by the end user.*

3rd quarter status: *Majority of the services we are building in the Grails framework incorporate a great amount of AJAX. New applications for Cornhusker State Industries and Federal Surplus property as well as the LiveWell Health appraisal employ these techniques to enhance usability.*

4th quarter status: *Development team is creating custom plug-ins for the Grails framework that can be re-used from application to application and will significantly contribute to reducing programming time.*

Goal: Evaluate and Leverage emerging technologies

Implement an alternate environment which utilizes .NET tools and server technologies. Having the ability to provide this environment will provide scalability and depth for Nebraska.gov and State and local agencies.

1st quarter status: *Nebraska.gov is working with the Office of the Secretary of State to install a Microsoft .NET server at the Texas data center. This server will be used to run the public facing web presence of the elections system.*

2nd quarter status: *Currently still in progress and working with the Secretary of State Office.*

3rd quarter status: *New Windows Servers are ready at the Texas CDC and VPN to the state CIO's database is setup and tested. SOS Elections Division ran a full test of the new elections reporting system on October 25th.*

4th quarter status: *November election night results were provided online with software running on the new Windows servers.*

The Nebraska.gov Network Report

Uptime Report for Nebraska.gov servers:

November:

Uptime: 99.943%

Avg. response time: .593s

December:

Uptime: 100%

Avg. response time: .529s

Network Issues Detail Report

No Networking Issues to report for November and December.

Nebraska.gov 2010 Marketing Goals

Goal: 30% adoption rate for new services

Marketing for DMV Driver License and State ID Renewals and Duplicates

A new service for the Department of Motor Vehicles was launched April 15th, 2010. Citizens are now able to renew their Driver License or State ID card in addition to obtaining duplicates.

Renewal forms are no longer being sent out. Instead, the DMV is sending out postcards that highlight the online service. Since launch, over 21,000 renewal documents have been issued.

Goal: Increase awareness of Nebraska.gov services

Judicial Branch Marketing

Court Case Payments:

During the annual NACO conference, court clerks were given a demonstration of the ePayments system and provided with marketing materials to distribute at the counter, as well as posters to display in court offices.

Court Document eFiling:

Nebraska.gov worked with the Office of Continuing Legal Education to create a recorded webinar which can be accessed by attorneys through the CLE website. The webinar was a demonstration of the eFiling system and a discussion of the benefits of electronic filing for both the courts and attorneys. Nearly 1500 attorneys are now signed up for eFiling.

DMV Marketing

The office of the Lancaster County Treasurer worked with Nebraska.gov to put orange stickers on the front of the renewal postcards. Stickers were also given to the treasurer's at the Nebraska Association of County Officials (NACO) conference in December. The stickers have had a great impact on the adoption rates. Stickers will continue to be applied in the future.

Douglas County, for the months of November and December pre-printed a

stamp on their mailing envelopes to highlight the online service. The adoption rates are shown below:

Lancaster County Renewals:

October 1283
November 1408
December 2000

Douglas County Renewals:

October 2117
November 2153
December 2500

Goal: Expand a presence in the community

Annual Partner Event 2010

The Cornhusker Marriott was the site for the 2010 Partner Event, held the morning of April 21st.

Lieutenant Governor Sheehy started the event with his comments. Brenda Decker, Chief Information Officer for the State of Nebraska, followed with a presentation on “Technology and Development- How Nebraska Can Deliver.” Beau Reid, Vice President, Employee Benefits Division of Holmes Murphy, was able to provide perspective from the private sector.

Brent Hoffman concluded the event with his presentation, “Using Technology to Take a Fresh Look at Information.”

The presentations from the event are available for review at <http://www.nebraska.gov/event/2010.html>

2010 Nebraska Spirit Art Contest

The year’s contest received more submissions than the previous year. An online voting site was set up to allow people to vote on the five finalists for each grade, kindergarten through fifth.

There was an award day held on June 4th, for the winners and their families. There was a ceremony held at the Capitol with Governor Heineman and Secretary of State Gale. Following the ceremony, there was a tour of the Capitol. A luncheon was held at the Governor’s Residence. The families concluded the day with a trip to the Lincoln Children’s Zoo.

A free screensaver showcasing the winning artwork can be downloaded at www.nebraska.gov/contest

2010 Speaking Opportunities:

NACO Institute of Excellence: Andrea Davis was invited to present information about the latest in Web 2.0 technologies to the people involved with the NACO

Institute of Excellence. There were meetings held in Lincoln and North Platte. The presentation was well received and has generated interest in other Nebraska.gov services.

West Central District Treasurer's Meeting: On September 30, the treasurers in the West Central District gathered for their regional meeting. Natalie Bacon was invited to attend and gave a presentation on the eGovernment payment system. Positive response has been received from this event.

Nebraska State Bar Association Annual Meeting: Jennifer Rasmussen co-presented with a JUSTICE business analyst in a seminar on October 22nd at the LaVista Conference Center. The 1 hour session focused on the Court Document eFiling service, but included demonstrations of the Court Case Calendar Search and the JUSTICE case search. Attorneys received continuing legal education credit for the course.

Nebraska Association of County Officials Annual Conference: The Nebraska Association of County Officials (NACP) held their annual conference on December 8th to 10th, at the Cornhusker Hotel. Nebraska.gov had an exhibit booth to increase awareness of online services and look for opportunities for new applications. Jennifer Rasmussen was given the opportunity to speak with a group of clerks of the District court on ePayments and eFiling. The presentation was well received and generated interest in the exhibit booth at the conference. Jessica Zywiec and Natalie Bacon attended the meeting for Treasurers that was given by the Department of Motor Vehicles. The treasurers were told about the changes with New Plate Year and the process they will need to follow with making sure new plates are set aside for the online renewal process.

E-Government News Headlines

Mobile

New iPhone App Provides Instant Access to New Mexico MVD Information

Check before You Wait: New iPhone App Provides Instant Access to New Mexico MVD Information
Finance.yahoo.com

<http://finance.yahoo.com/news/Check-before-You-Wait-New-bw-4036327509.html?x=0&.v=2>

SANTA FE, N.M.--(BUSINESS WIRE)-- The Motor Vehicle Division (MVD) announces a new iPhone application, NM-MVD, which sets out to provide efficiencies for both citizens and the MVD. The iPhone application allows customers to map locations and check wait times at most MVD field offices, and see when a permanent driver license will be received in the mail.

Online and Smartphone Property Tax Payments Now Available to most Arkansans

Finance.yahoo.com | 10.05.10

<http://finance.yahoo.com/news/Online-and-Smartphone-bw-1243328929.html?x=0&.v=1>

Payment Deadline Extended Through Oct. 12 for Most Counties

LITTLE ROCK, Ark.--(BUSINESS WIRE)-- A partnership of county tax collectors and the official state Web portal, Arkansas.gov, brings 75 percent of Arkansas' residents additional methods to pay personal property and real estate taxes -- online at <http://www.Arkansas.gov> or through a mobile smartphone device with Internet access at <http://mobile.ar.gov>. Access to these payment methods is effective immediately. Earlier this month, Arkansas became the first state to add secure payment processing specifically for smartphone users.

Corrections/Courts/Legal

The Alabama Inmate Banking System -- Available Anytime, Anywhere

Finance.yahoo.com | 10.06.10

<http://finance.yahoo.com/news/The-Alabama-Inmate-Banking-bw-2475032311.html?x=0&.v=1>

System Mobile-Optimized for Easy Viewing on Smart Phones

MONTGOMERY, Ala.--(BUSINESS WIRE)-- The Alabama Department of Corrections announces the Inmate Banking application is now mobile-optimized for easier viewing on most smart phones (<https://www.alabamainteractive.org/inmateCanteen>), giving smart phone users full access to all features of the Alabama Inmate Banking System, and allowing friends and families to deposit funds into an inmate's canteen account anytime, anywhere.

Maine's Department of Corrections New Online Money Deposit Service Now Available at Maine.gov

Finance.yahoo.com | 12.14.10

<http://finance.yahoo.com/news/Maines-Department-of-bw-2643805032.html?x=0&.v=1>

AUGUSTA, Maine--(BUSINESS WIRE)-- The Department of Corrections announces the launch of a new Money Deposit Service that allows friends and family members to make online deposits to the trust and phone accounts of eligible adult prisoners and juvenile residents, with the convenience of a credit or debit card. Prior to this service, monies had to be mailed to the appropriate correctional facility (in the form of checks, money orders, etc.) for manual processing and disbursement to the individuals.

Arkansas.gov Online Corrections Payments Accelerate

Finance.yahoo.com | 12.16.10

<http://finance.yahoo.com/news/Arkansasgov-Online-bw-2478162828.html?x=0&.v=1>

LITTLE ROCK, Ark.--(BUSINESS WIRE)-- The Arkansas Department of Community Correction (DCC) today reports adoption of mobile payment for its supervision, drug court, and restitution fees is increasing. To date approximately six percent of payments are made via a mobile device, and that number continues to rise. Arkansas's mobile corrections payment service was the first DCC secure Smartphone payment option in the nation, and can be found at <http://www.arkansas.gov/m>.

Electronic Bench Warrants System Wins Bright Ideas Award

Finance.yahoo.com | 10.08.10

<http://finance.yahoo.com/news/Electronic-Bench-Warrants-bw-3899113450.html?x=0&.v=1>

eBW Recognized as One of the Most Creative Government Initiatives in the Country

HONOLULU--(BUSINESS WIRE)-- eHawaii.gov in partnership with the Hawaii State Judiciary, Department of Public Safety, Honolulu Police Department, Hawaii Police Department, Kauai Police Department and Maui Police Department announces the statewide electronic bench warrants system (eBW) has been recognized by the Ash Center for Democratic Governance and Innovation at the John F. Kennedy School of Government, Harvard University.

Nebraska Supreme Court Finds Efficiencies with New Paperless Training and Reporting

Finance.yahoo.com | 11.01.10

<http://finance.yahoo.com/news/Nebraska-Supreme-Court-Finds-bw-3192914873.html?x=0&.v=1>

Office of Dispute Resolution Launches Online System for Mediators

LINCOLN, Neb.--(BUSINESS WIRE)-- The Nebraska Judicial Branch Office of Dispute Resolution (ODR) recently addressed the common challenge of new statutory requirements with an uncommon response -- launching a completely paperless, web-based training and reporting system for mediators. The new system allows mediators to report online their continuing education and biennial reports for approval, and was developed when the state legislature instructed the ODR to develop rules, procedures, and forms for training of Nebraska Parenting Act mediators.

New Online Filing System Accelerates Nebraska Candidate and Ballot Committees' Process

Finance.yahoo.com | 10.28.10

<http://finance.yahoo.com/news/New-Online-Filing-System-bw-2962607978.html?x=0&.v=1>

LINCOLN, Neb.--(BUSINESS WIRE)-- The Nebraska Accountability and Disclosure Commission (NADC) in partnership with Nebraska.gov, has launched a free, online filing system for candidate and ballot question committees. The new system allows for the electronic filing of campaign statements (commonly referred to as Form B-1). Approximately 1,000 candidate campaign statements and 95 ballot question statements are filed in Nebraska each year.

Nebraska Judicial Branch Releases New iPhone and iPad Application for Trial Court Calendar

Finance.yahoo.com | 10.12.10

<http://finance.yahoo.com/news/Nebraska-Judicial-Branch-bw-2643502878.html?x=0&.v=1>

LINCOLN, Neb.--(BUSINESS WIRE)-- A new application for the iPhone and iPad from the Nebraska Judicial System is now available from the iTunes store for free downloading. The Nebraska Court Calendar app gives the user ability to search most District and all County Court hearing schedules to find day, time and location information. Searches can be done by either name or date, and previous search results can be re-viewed using a History option. Hearing schedules are pulled in real time from the court database, providing users with the most accurate information available.

Game and Parks

Niche Apps Growing More Popular for Service Delivery

Govtech.com | 11.04.10

<http://www.govtech.com/e-government/Niche-Apps-Growing-More-Popular-for-Service-Delivery.html>

By LAUREN KATIMS

Sportsmen in Arkansas seem to have taken as much of a liking to technology during hunting season as they have to deer, turkey and fish. Usage of the state's Game Check app, which allows hunters to report hunted game to the Arkansas Game and Fish Commission through their smartphones, is up 330 percent from last year's hunting season, according to e-government provider NIC.

Revenue

Sales Tax Payments Now Online for Multi-Location Colorado Businesses

Finance.yahoo.com | 12.02.10

<http://finance.yahoo.com/news/Sales-Tax-Payments-Now-Online-bw-3168661921.html?x=0&.v=1>

DENVER--(BUSINESS WIRE)-- The Colorado Department of Revenue, in partnership with Colorado.gov, has developed an easy-to-use service that allows larger retailers with multiple locations to file and pay their Colorado sales tax online. This new service joins the current application that has allowed small business with a single location to file and pay online for the past year.

State 'cybershames' businesses that owe taxes

Indystar.com | 11.21.10

<http://www.indystar.com/article/20101121/LOCAL/11210339/State-cybershames-businesses-that-owe-taxes?odyssey=tab%7Ctopnews%7Ctext%7CIndyStar.com%7Coptionb%7Cs>

The website listings are part of agency's stepped-up efforts to collect what it's due

In the past five years, collections of delinquent withholding and sales taxes from business have surged from \$90 million to \$188 million last year. Part of that amount can be attributed to the higher tax rate. But much is the result of more aggressive collections efforts.

Department of Motor Vehicle

Alabama Announces New, Immediate Access to Title and Registration Records

Finance.yahoo.com | 11.17.10

<http://finance.yahoo.com/news/Alabama-Announces-New-bw-2916830581.html?x=0&.v=1>

MONTGOMERY, Ala.--(BUSINESS WIRE)-- The Alabama Department of Revenue, Motor Vehicle Division, today announces the launch of the Current Title and Registration Record Search Application (<http://www.ador.state.al.us/motorvehicle/mvinfo.html>). The application provides citizens the ability to search and purchase current motor vehicle title and/or registration records online. Requested records are available instantaneously through this new service.

**Nebraska launched in November 2010*

Texans: On-Demand Driver Records Now Available Online

Finance.yahoo.com | 11.29.10

<http://finance.yahoo.com/news/Texans-OnDemand-Driver-bw-3585344728.html?x=0&.v=1>

AUSTIN, Texas--(BUSINESS WIRE)-- Texas drivers can now order and print their own online driver records rather than having them delivered by mail. Texas.gov, the official Web site of the State of Texas, in partnership with Texas Department of Public Safety (DPS), has launched an enhanced online Driver Record Request System, bringing the driver record process down from weeks to minutes. All driver record types are available online, including certified records that are acceptable for defensive driving courses.

**Nebraska Launched in December 2009*

Access Real Time Permits with New Online IFTA/IRP Service at Vermont.gov

Finance.yahoo.com | 12.02.10

<http://finance.yahoo.com/news/Access-Real-Time-Permits-with-bw-451132314.html?x=0&.v=1>

MONTPELIER, Vt.--(BUSINESS WIRE)-- The Vermont Department of Motor Vehicles today announces the availability of real-time permits with the release of a new online permitting service for International Fuel Tax Agreement (IFTA) and International Registration Plans (IRP). Available at <https://secure.vermont.gov/DMV/irp/> the new online service is an upgrade to the previous paper- and fax-based service.

**Nebraska launched IFTA in September 2008*

**Nebraska launched IRP in May 2009*

Other News

State to sell ad space on its website to raise revenue

Komonews.com | 12.22.10

<http://www.komonews.com/news/local/112350894.html>

By BRYAN JOHNSON

SEATTLE -- Washington State is in the middle of a financial crisis.

And short of selling name rights for the capital, lawmakers are looking for any way to make a dollar. The latest idea: ads on the state website.

Owing the Government, Money for Nothing

Governing.com | 12.02.10

<http://www.governing.com/blogs/bfc/Money-for-Nothing.html>

By JOHN O'LEARY

In normal life, people tend to make sure they get paid what they are owed. This isn't always the case with government.

Consider Louisiana, which is likely looking at a budget gap of \$1.5 billion next year. According to state Treasurer John Kennedy, one way Louisiana can close this gap is by doing a better job of collecting money owed the state.

In historic shift, smartphones, tablets to overtake PCs

Computerworld | 12.06.10

http://www.computerworld.com/s/article/9199918/In_historic_shift_smartphones_tablets_to_overtake_PCs?source=CTWNLE_nlt_pm_2010-12-06

By PATRICK THIBODEAU

Shipments of smartphones, tablets and other app-enabled devices will overtake PC shipments in the next 18 months, an event that may signify the end of the PC-centric era, market research firm IDC said.

It may be seen as a historic shift, but it is one that tells more about the development of a new market, mobile and tablet computing, than the decline of an older one, the PC. Shipments of personal computers will continue to increase even as they are surpassed by other devices.

E-Payment Security Still a Challenge for Government, Expert Says

Govtech.com | 12.03.10

<http://www.govtech.com/budget-finance/E-Payment-Security-Still-Challenge-for-Government.html>

By MATT WILLIAMS

Cash and check payments slowly are falling out of favor with the general public -replaced by credit cards and debit cards, paid via the Internet or on mobile devices. State and local governments are becoming increasingly aware that the onus is on them to keep up to date on the newest cyber-security standards. The requirements, from the Payment Card Industry (PCI), have been developed by a coalition of payment card companies and are enforced through a PCI council. Noncompliance can result in fines - or worse, can make a government vulnerable to a data breach.

IPad Bringing Business Value to Government

Govtech.com | 11.16.10

<http://www.govtech.com/technology/IPad-Business-Value-Government.html>

By MATT WILLIAMS

Show up at a conference or event where government CIOs tend to congregate, and you'll quickly notice more and more of them are carrying sleeve-like carrying cases under their arms. It's the mark of an iPad adopter.

Title	Project Start Date	Target Launch Date	Partner	Project Phase	Owner	Revenue Type	Work scope	Comments
Real Estate License Renewal rewrite	11/10/2010	6/30/2011	Real Estate Commission	Concept	Bacon, Natalie	Transaction	Application Enhancement	On target.
Court document eService	5/20/2010	3/1/2011	Administrator, State	Concept	Rasmussen, Jennifer	Free	New Application	On target.
Limited Criminal History Searches	6/29/2010	10/1/2011	Patrol, Nebraska State	Concept	Rasmussen, Jennifer	Transaction	New Application	On target.
NREC renewal forms rewrite	11/10/2010	6/1/2011	Real Estate Commission	Concept	Bacon, Natalie	Transaction	New Application	On target.
Community Health Webiste redesign	1/6/2011	6/30/2011	Health & Human Services, Department of	Concept	Bacon, Natalie	Free	New Application	Had initial meeting to discuss website redesign
Rewrite - License renewals	1/11/2011	6/30/2011	Fire Marshal, State	Concept	Bacon, Natalie	Transaction	New Application	Meeting with agency on 1/11/2011 to discuss opportunity
Court Self-Help Center Website	11/8/2010	3/1/2011	Court Administrator, State	Planning	Rasmussen, Jennifer	Free	N/A	On target.
Corporate document electronic delivery service	5/7/2010	9/30/2010	Secretary of State	Planning	Rasmussen, Jennifer	Transaction	New Application	Planning phase has been extended to ensure application will meet filing office business requirements.
SOS- Special Request Form	11/22/2010	3/28/2011	Secretary of State	Planning	Zywiec, Jessica	Transaction	New Application	On target.
Governor's Ag Conference registration form	12/15/2010	2/2/2011	Agriculture, Department of	Development	Rasmussen, Jennifer	Transaction	New Application	On target.
DMV- Organizational Plates	3/24/2010	12/20/2010	Motor Vehicles, Department of	Testing	Zywiec, Jessica	Transaction	Application Enhancement	Due to New Plate Year changes, the DMV has not been able to test for Organizational Plates. Testing will resume in January.
Engineers & Architects- Applications for Licenses	6/24/2009	12/20/2010	Engineers and Architects, Board of	Testing	Zywiec, Jessica	Transaction	New Application	Testing has been on hold due to holiday season and will resume mid January. A new launch date will need to be determined.

Green = Launch on target

White = Launched

Red = Launch may be delayed

Title	Project Start Date	Target Launch Date	Partner	Project Phase	Owner	Revenue Type	Work scope	Comments
Cornhusker State Industries (CSI)-App	8/24/2009	2/1/2011	Correctional Services, Department of	Testing	Zywiec, Jessica	Transaction	New Application	Agency is still testing and uploading all their products. Due to holiday season, testing will resume mid January.
DNR- Water Well Registration Enhancement	11/29/2010	1/3/2011	Natural Resources, Department of	Rollout	Zywiec, Jessica	Free	Application Enhancement	Scheduled to roll out January 10th.
Nonprofit Biennial Reporting	2/1/2010	1/3/2011	Secretary of State	Rollout	Rasmussen, Jennifer	Transaction	New Application	Launched 01/03/2011.
Auditor Searches Updates for 2010	12/6/2010	1/3/2011	Auditor of Public Accounts	Maintenance	Rasmussen, Jennifer	Free	Application Enhancement	Launched 01/06/2011.
Motor Registration-New Plate Year	1/1/2009	12/31/2010	Motor Vehicles, Department of	Maintenance	Zywiec, Jessica	Transaction	Application Enhancement	Launched 1/5/2011.
DNR- Water Well Registration Enhancement	10/19/2009	6/7/2010	Natural Resources, Department of	Maintenance	Zywiec, Jessica	Transaction	Application Enhancement	Launched 6/7/2010.
NLCC Spirits and Wine Enhancement	1/6/2010	3/1/2010	Liquor Control Commission	Maintenance	Zywiec, Jessica	Transaction	Application Enhancement	Rolled out on 3/1/2010.
ePayment enhancement - add Juvenile court	1/18/2010	2/22/2010	Court Administrator, State	Maintenance	Rasmussen, Jennifer	Transaction	Application Enhancement	Launched 3/2/2010.
Corporation searches enhancements to refine search	1/28/2010	4/1/2010	Secretary of State	Maintenance	Rasmussen, Jennifer	Free	Application Enhancement	Launched 06/30/2010.
2010 SED License Renewals	7/28/2010	10/11/2010	Electrical Division, State	Maintenance	Rasmussen, Jennifer	Transaction	Application Enhancement	Launched 10/13/2010.
Retail Fireworks application enhancements for December sales	9/3/2010	11/1/2010	Fire Marshal, State	Maintenance	Rasmussen, Jennifer	Transaction	Application Enhancement	Launched 11/01/2010.
DMV- TLR/Online Reg Changes	12/2/2010	12/30/2010	Motor Vehicles, Department of	Maintenance	Zywiec, Jessica	Transaction	Application Enhancement	Launched 12/31/10.
FSP- Change Request	12/16/2010	12/23/2010	Correctional Services, Department of	Maintenance	Zywiec, Jessica	Free	Application Enhancement	Rolled out 12/22/10.
Tax Equalization and Review Committe Web site redesign	1/11/2010	3/31/2010	Tax Equalization & Review Commission	Maintenance	Rasmussen, Jennifer	Free	N/A	Templates delivered to agency 3/1/2010. Launch date to be determined by the agency.

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Title	Project Start Date	Target Launch Date	Partner	Project Phase	Owner	Revenue Type	Work scope	Comments
Grape and Winery Web site	3/11/2010	6/30/2010	Agriculture, Department of	Maintenance	Rasmussen, Jennifer	Free	N/A	Launched 06/09/2010.
Internship Application	2/4/2009	7/13/2010	Blind and Visually Impaired	Maintenance	Zywiec, Jessica	Free	New Application	Launched 7/14/2010.
NADC- B-1 Campaign Statement	2/2/2009	10/27/2010	Accountability and Disclosure Commission	Maintenance	Zywiec, Jessica	Grant/Time and Materials	New Application	Launched 10/27/2010.
Foreign and Domestic Corporation Biennial Reports	6/24/2009	1/4/2010	Secretary of State	Maintenance	Rasmussen, Jennifer	Transaction	New Application	Launched 1/4/2010.
Corrections- Website Redesign	8/21/2009	3/26/2010	Correctional Services, Department of	Maintenance	Zywiec, Jessica	Free	New Application	New Website went live 3/26/2010.
Mediator Continuing Education Reporting	9/23/2009	5/1/2010	Court Administrator, State	Maintenance	Rasmussen, Jennifer	Free	New Application	Launched 10/13/2010.
Electrician License Verification and List Ordering	10/9/2009	2/1/2010	Electrical Division, State	Maintenance	Rasmussen, Jennifer	Transaction	New Application	Launched 07/26/2010.
BPA- License Renewals 2010	8/3/2009	4/26/2010	Public Accountancy, Board of	Maintenance	Zywiec, Jessica	Transaction	New Application	Launched 5/3/2010.
Commerical and Private Applicator Permits	12/18/2009	2/28/2010	Agriculture, Department of	Maintenance	Rasmussen, Jennifer	Transaction	New Application	Launched 2/10/2010.
Post Secondary Education Website Redesign	1/14/2010	7/20/2010	Education, Nebraska Coordinating Commission for	Maintenance	Zywiec, Jessica	Free	New Application	CD delivered to Agency on 7/20/10.
Emergency Management Director Search	1/13/2010	9/1/2010	Nebraska Emergency Management Agency	Maintenance	Rasmussen, Jennifer	Free	New Application	Launched 07/01/2010.
Foster Care Review Board Redesign	12/29/2009	4/1/2010	Foster Care Review Board	Maintenance	Nielsen, Anna	Free	New Application	Launched 03/18/2010.
DMV- Electronic Lien Search	1/19/2010	10/22/2010	Motor Vehicles, Department of	Maintenance	Zywiec, Jessica	Free	New Application	Launched 10/27/2010.
Measuring Device Registration Form	3/5/2010	7/5/2010	Agriculture, Department of	Maintenance	Rasmussen, Jennifer	Transaction	New Application	Launched 07/01/2010.
NCBVI 2010 Staff Survey	3/9/2010	4/1/2010	Blind and Visually Impaired	Maintenance	Zywiec, Jessica	Free	New Application	Launched 4/1/10.

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Title	Project Start Date	Target Launch Date	Partner	Project Phase	Owner	Revenue Type	Work scope	Comments
Dept of Education Website Redesign	6/22/2010	12/1/2010	Education, Department of	Maintenance	Zywiec, Jessica	Free	New Application	Delivered template on cd to Agency 9/15/10.
NCDHH- Website Redesign	6/23/2010	12/13/2010	Deaf and Hard Hearing, NE Commission for the	Maintenance	Zywiec, Jessica	Free	New Application	Template delivered to Agency on a Cd 8/31/2010.
NREC licensee password retrieval application	6/1/2010	9/1/2010	Real Estate Commission	Maintenance	Rasmussen, Jennifer	Free	New Application	Launched 09/29/2010.
BPA- CPE Enhancements	9/29/2010	11/30/2010	Public Accountancy, Board of	Maintenance	Zywiec, Jessica	Free	New Application	Launched 12/1/10.
Hamilton County- Website Redesign	11/8/2010	12/16/2010	County Government	Maintenance	Zywiec, Jessica	Free	New Application	Website was completed on 12/16/10. All content had to be uploaded by Nebraska.gov due to Zope server access.

Green = Launch on target

White = Launched

Red = Launch may be delayed



2011 BUSINESS PLAN

Submitted to the Nebraska State Records Board

Presented by:

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NEBRASKA.GOV Executive Summary

Nebraska.gov has an accomplished portal positively positioned to continue to offer the State of Nebraska the best possible solutions in eGovernment. Our solid results have proven we have the ability to serve the needs of the state and its constituents. We strive to assist in ways that offer the most benefits to the citizens and businesses as well as to our partners. In the ever changing economy with technology and budget cuts, we proactively help our partners identify new and existing opportunities that will provide them the best service at no cost.

For the year of 2011, we are looking to utilize the technology advances with our current services and building a one stop shop for users. What can we start now with existing applications to take the state and it's constituents to the next technological level, is a question we continue to focus on. Instead of customers having to go online to find services, a citizen centric portal would push out notification and awareness via email or mobile.

At the same time we are building and developing services, there is no success unless there is support to back it up. Without a doubt, our strength and core competencies come directly from our staff. They continue delivering high quality services, meeting and often exceeding partner expectations. Because of their dedicated work ethic and their beliefs in making a difference, they have laid down a solid partnership foundation...our partners WANT to work with Nebraska.gov. Our expertise and strengths lie in the following:

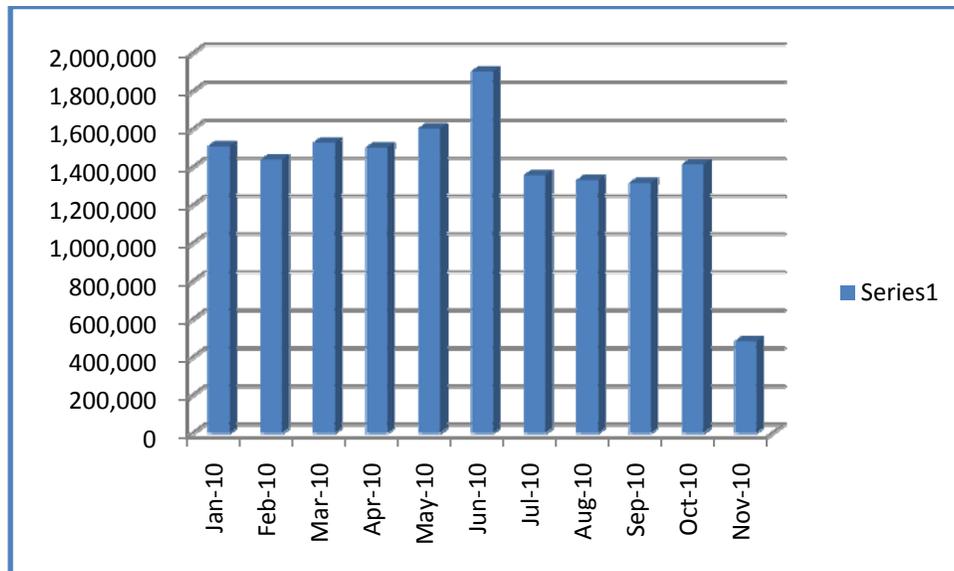
- Responsive, results-oriented solutions for state agencies
- Proven marketing and outreach to drive usage
- State-friendly technology approach
- Tenured, Lincoln-based team
- Flexible and responsive financial models
- Mastery of all dimensions of e-government delivery

Finally, implementation of marketing plans will play a key role in achieving Nebraska.gov revenue goals. In 2011, we will continue to implement aggressive marketing tactics that help our partners achieve optimal efficiencies in their office.

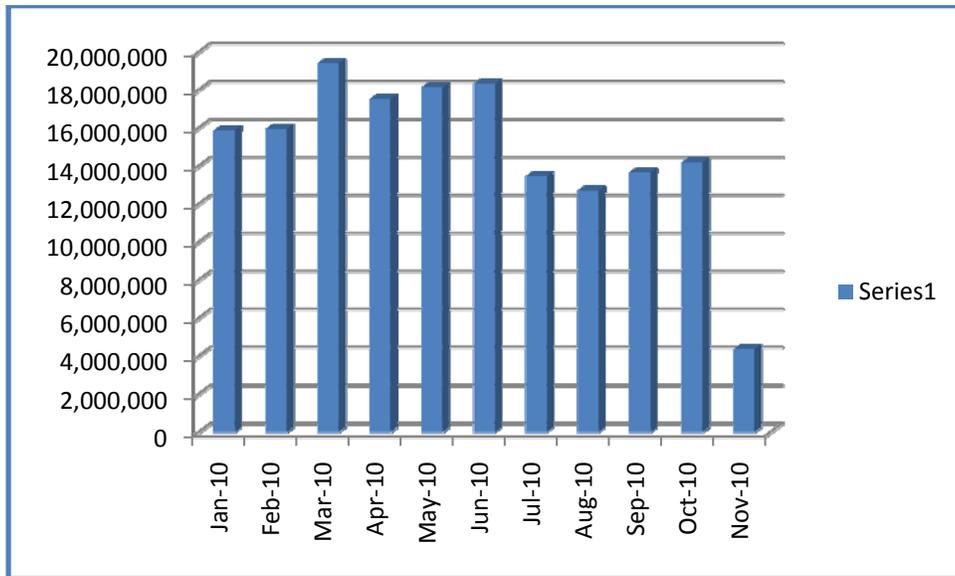
In summary, we look forward to the challenges of 2011 and are very confident about the impact we can continue to make to our partners and the State of Nebraska.

2010 Portal Metric in Review	
Metric	2010
# of subscribers	3,736
# of web pages supported through the portal	914,787
# of PDFs supported through the portal	1,398,755
# of transactions (including DMV batch and free)	11,003,718
# revenue-generating applications	77
# non-revenue-generating applications	158
# new services launched	15
Total # applications supported by the portal	235

NUMBER OF VISITS TO NEBRASKA.GOV IN 2010



NUMBER OF PAGE VIEWS FOR NEBRASKA.GOV IN 2010



The NEBRASKA.GOV Vision

- **Portal growth – employees**

Nebraska.gov frequently reviews staff size versus the number of internal and external projects that are planned for the year and thereafter. In order to make sure we stay on a virtuous cycle of productivity, we frequently analyze if it is beneficial for our business to add staff. Due to the success over the last few years in making us the number one choice for our partners when it comes to website and application development, and also to our aggressive goals for the future the Nebraska portal looking at ways to adjust and augment our current staff. We want to ensure our employees are in the line of work that they are most successful, while at the same time maintaining a high level of support for our existing and future services. At this time, we are waiting on a few more solid commitments on projects to determine if we will be adding to our staff in 2011.

- **Mobile applications taking payments**

For the coming year, we would like to mobilize our portal payment instance increasing the number of specifically designed mobile applications offered for Nebraska government, with a focus on revenue generating applications. We would also like to introduce a subscriber application, for making payments and conducting searches for certain services. Court Justice searches also provide PDF's of the filed court documents, increasing the number of searches.

- **Citizen centric portal**

A complete portal redesign will be executed in 2011 that will focus on service delivery to citizens, and direct businesses to critical services. Highlights of the new design will include:

- Database driven for dynamic delivery and ease of maintenance
- Alliance with GovDelivery and Stratara to deliver user customized solutions without increasing the portal resources.

- **Cross agency data repositories**

To be able to coordinate a dual agency service is an important achievement and we have the opportunity to do this in Nebraska with the Departments of Revenue and Motor Vehicles. The service would allow citizens to pay the taxes on vehicle purchases at the time and place of their purchase. Currently the citizen must take a Department of Revenue form to the County DMV office to pay and then the DMV must make the deposits back to the State treasury. Streamlining this process for Nebraska and creating efficiencies for two agencies with a single service would be a great win for the portal and for NIC.

- **Court eFiling**

The Nebraska Judiciary is looking to make electronic filing mandatory in the next 3-5 years. The portal will be investing significant resources in expanding and enhancing the current system, so that a fully paperless system can be executed. The result will be 100% adoption of the portal service.

NEBRASKA.GOV 2011 GOALS

In planning for our 2011 business year, Nebraska.gov has identified five major objectives.

Goal: Launch innovative services with our State partners

**Working with our partners to launch new and innovative applications in 2011 is at the top of our priorities.
Applications targeted to launch in 2011 are:**

The applications listed are all revenue generating applications:

1. Department of Roads- Payment Portal
Targeted Launch: 1st quarter 2011
Market Potential: 2,000
Target Revenue for 2011: \$3,500
2. State Patrol- Criminal History Searches
Targeted Launch: 2nd quarter 2011
Market Potential: 30,000
Target Revenue for 2011: \$4,500
3. SOS- Electronic Document Delivery
Targeted Launch: 2nd quarter 2011
Market Potential: 450
Target Revenue for 2011: \$900
4. DMV- Certified Driving Record Request
Targeted Launch: 2nd quarter 2011
Market Potential: 10,000
Target Revenue for 2011: \$6,000
5. State Electrical Division Inspection Requests
Targeted Launch: 3rd quarter 2011
Market Potential: 5000
Target Revenue for 2011: \$5,000

Goal: Identify marketing strategies to increase awareness and adoption rates

Driving adoption on existing revenue generating applications through marketing efforts with our partners. Utilizing past successful strategies and developing new in order to increase usage.

1. Court eFiling - Expand upon available electronic filing services with County/District Courts to new services such as Juvenile and Probate case filings. Work with the large collection agencies to help them take advantage of the bulk electronic filing option. In 2010, we processed approximately 48,000 transactions. For 2011, it is our goal to reach over 72,000 transactions through the expansion of new services.
2. Court ePayments – Reach out to the larger collection agencies to ask them to partner with us in raising awareness of the availability of online payments for judgments and garnishments. We will offer to provide inserts for their mailings, and educate their customer service staff. In 2010, we processed approximately 7000 transactions and our goal is to reach 44,000 transactions in the year 2011.
3. Wellness Survey – Coordinate with our DHHS partner at WorkWell to present this survey at national wellness councils, and also provide on-demand webinars. Expand the variety of available marketing materials. While this project was launched in the 4th quarter 2010, we are not projecting to have transactions this year. For 2011, it is our goal to reach 300 company subscriptions and have 150,000 employees from those companies take the survey.
4. Over the Counter Payments – Utilize opportunities provided through NACO and Courts' conferences/meetings to present our Nebraska Over the Counter Payment application (eGov Payments). Demonstrate our solution for state agency partners with Nebraska.gov online services currently processing payments through our payment engine (TPE). These partners are already familiar with our financial reporting and disbursement methods, and adding OTC would be a natural and simple implementation for them. Currently we have 5 County Treasurer's, 1 County Court and 1 District Court signed up for this service. Our goal through demonstrating this service is to add 3 new users each month throughout 2011.
5. License Plate Renewals – Continue to work with County Treasurers and the DMV to increase adoption for this service. Douglas County sends the renewal notice postcards in envelopes. Nebraska.gov worked with the Treasurer and their vendor to have text added on the front of all envelopes to alert people to the online option. We will continue to look for new opportunities to raise awareness. Current adoption rate for the year 2010 stands at 3.5%. Through additional marketing efforts, our goal is to increase the usage rate to 10% for the year 2011.

Goal: Update existing applications to be more efficient for partners, more user-friendly, and increase adoption and revenue

Older existing applications can generate new revenue if re-worked, and a portal fee is added.

1. The Office of Vital Records Birth Certificate Requests service is due for a rewrite, and this will be worked into the development queue in conjunction with including a portal fee to sustain the service. Anticipated revenue for 2011 is \$36,000.
2. The State Fire Marshal's office would like to go paperless in 2011, and we will be working with them to program their current online fireworks permitting so that it will meet all of their needs. Anticipated revenue for 2011 is \$1000
3. Liquor License Renewals remains one service with a relatively low adoption rate. We will be looking to expand the current program to incorporate more functionality that will increase operational efficiencies as well as draw more users. Anticipated revenue for 2011 is \$5000.

Goal: Drive business development for 2012

Business development will focus on a specific list of targeted, high-impact applications for the State of Nebraska.

1. Department of Revenue- Tax Form 6
Nebraska.gov can play a valuable role when it comes to coordinating inter-agency projects. In our unique position as network manager we have the ability to put together services that combine processes from different levels/areas of government. We will be working with the Department of Revenue and the Department of Motor Vehicles to position Nebraska.gov as the provider of this new service in 2012.
2. Department of Motor Vehicles – Temporary Tags
This service has been found to be very valuable to citizens and law enforcement in the states where it has already been implemented. Issuance of temporary tags to purchasers of new vehicles at the dealership is also a natural complement to the Tax Form 6 service. We will be in discussions with the Department of Motor Vehicles about making this available for 2012.
3. Judicial Branch – Court Case Monitoring
Nebraska.gov is already providing a large suite of services for the Administrative Office of the Courts and we are very happy that this branch of Nebraska government continues to look to the portal to provide new and innovative

applications for them. For 2012, we will be evaluating providing a monitoring services for court cases, and defining what this service will consist of.

Goal: Implement the latest Web technologies to further enhance the delivery of services on our portal

Nebraska.gov prides itself in being a leader when it comes to cutting edge advancement around the delivery of eGovernment services:

1. Mobile applications taking payments
For the coming year, we would like to mobilize our portal payment instance increasing the number of specifically designed mobile applications offered for Nebraska government, with a focus on revenue generating applications. We would also like to introduce a subscriber application, for making payments and conducting searches for certain services. Court Justice searches also provide PDF's of the filed court documents, increasing the number of searches.
2. We have identified services to modify which could utilize HTML 5 to provide a whole host of mobile payments available to the public.
3. Create an enhanced version of our iPhone/iPad court calendar application, which would require a fee to download or integrate subscriber access. This version would be targeted for attorneys and would allow them to search by a specific case number, as well as day or defendant name, for court hearing dates, and add hearing times to their calendars. The application will also allow subscribers to conduct court record searches allowing the searches to be conducted directly from the courtroom.
4. Expand the use of GovDelivery information on the Nebraska.gov portal to assist our partners who would like to take advantage of this service.
5. Migrate our current content management system, which is offered for free to counties, to a new system which would be provided for a monthly fee.

NEBRASKA.GOV Portal Manager – Nebraska Interactive, LLC

Nebraska Interactive, LLC (NI) is a wholly owned subsidiary of NIC Inc.

Staffing Profile

Nebraska Interactive provides dedicated staff with expertise in infrastructure services, in a host of platforms, consulting and application configuration services in a multitude of development architectures.

To support *Nebraska.gov*, Nebraska Interactive is staffed at the management level with a General Manager, Director of Marketing and Portal Operations and Director of Development. As the work effort matures and grows with *Nebraska.gov*, Nebraska Interactive will work with the State to determine staffing levels for support positions, including additional Developers, Project Managers and others.

Currently the Nebraska Interactive staff includes one (1) senior software and application developer, three (3) software and application developers, two (2) creative design web developer, one (1) senior project manager, (1) project manager, one (1) business development manager/project manager, one (1) customer support representative and one (1) administrative assistant/customer support.

Descriptions of the key personal positions are found below:

General Manager

The General Manager has the responsibility to provide strategic leadership and direction for all operations related to the e-Government projects. The General Manager acts as a liaison to the State for NI and oversees the overall progress and implementation of the projects. The General Manager interfaces directly with the Nebraska State Records Board.

Director of Marketing and Portal Operations

The Director of Marketing and Portal Operations, who reports to the General Manager, is responsible for recommending and executing the market development strategies for specific applications and the overall usability design of the Web site. In conjunction with the General Manager, this individual is responsible for all fiscal operations associated with the applications and for the day-to-day activities. The Director of Marketing and Portal Operations is also responsible for customer service, project management and customer relationship management.

Director of Development

The Director of Development, who reports to the General Manager, is responsible for leading and assisting the Design and Technical Teams in the execution of individual projects. The primary responsibilities of the Director of Development include providing end to end product management of all eGovernment services, developing application and product specifications with state agencies and other customers, leading of designing, coding, and testing of software and network system and supervising, directing and leading of additional software developers.

The Nebraska.gov 2011 Technical Architecture

Introduction

Nebraska.gov utilizes Enterprise hosting services provided by the NIC Central Data Center which offers Nebraska State and local governments a state of the art, high performing, fully secure hosting operation responsible for processing billions of dollars. What's more, the team of technicians support this environment, has more than 20 decades of combined IT experience.

Hosting Services

- Hardened Tier-4 facility protected by multiple security measures
- Network architecture is built for reliability and flexibility , with:
 - Redundant dual OC48 uplinks directly connected to AT&T global IP Backbone-Burstable to 1000Mbps
 - Designed for flexibility to meet network requirements
 - Minimum N+1 redundancy factor on all critical infrastructure systems
 - Internet connectivity to Nebraska cage or rack via Ethernet handoff
- Best-in-Class fire suppression features – VESDA
- Extensive power-supply management and planning to ensure continuity with redundant geographic power grids
- Flexibility to accommodate new technologies as they are introduced

Technical Team

- Committed to building and supporting a centralized, technical center of excellence
- Utilize ITIL (Information Technology Infrastructure Library) methodology to manage operations
- Focused on continuous improvement
- Diverse skill-sets, including;
 - Networking and security
 - Systems and networking architecture
- Application development
- Project management
- Database design and administration
- Internal and external network monitoring

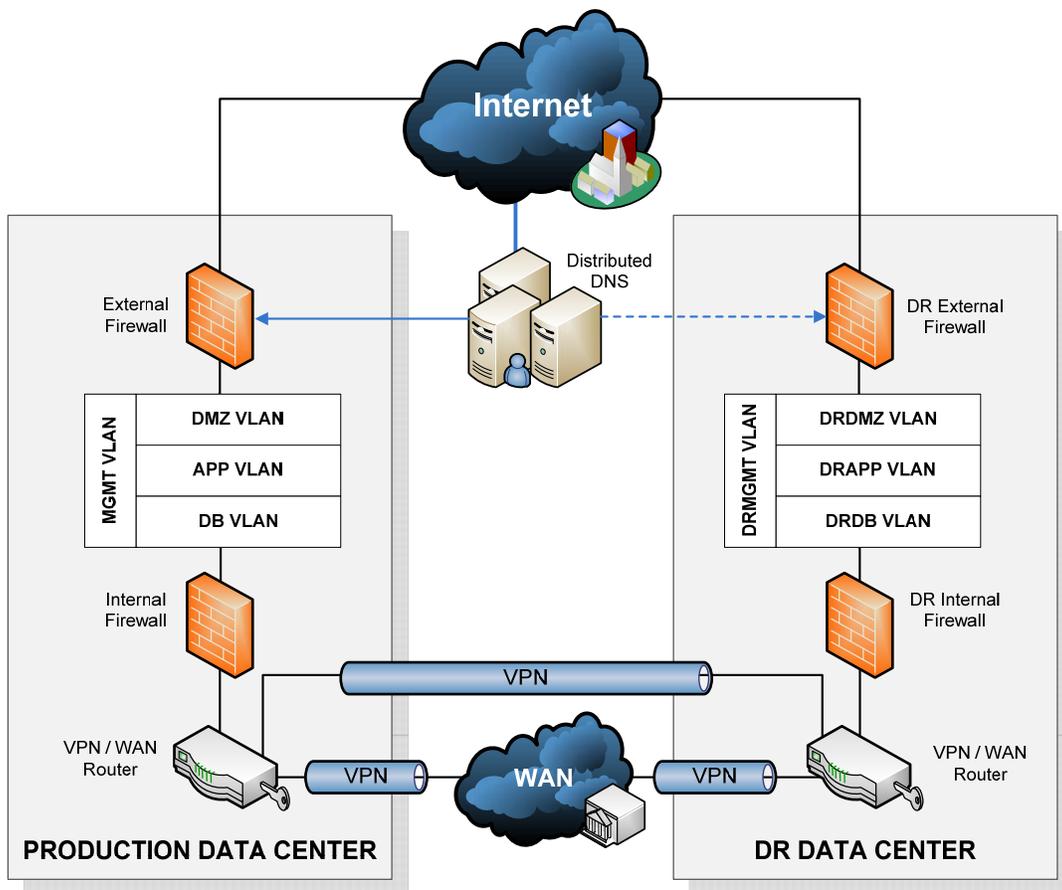
NIC Central Data Center Offerings

- Secure billing and payment processing
- Virtualized architecture leveraged for redundancy, security, segmentation and scalability
- Provide both Unix/Linux and Microsoft hosting environments
- Software as a service and cloud computing capabilities
 - Complete hosting environments

- Customer Relationship and Content Management Systems
- Email/calendaring solutions
- Unified Communications

Additional

- Dual AT&T data-centers
- Microsoft Certified Partner
- PCI DSS Level 1 Service Provider Certification
- CyberTrust/Verizon Business Certification
- Cisco, F5, Dell, Sun, Redhat Enterprise Servers and EMC enterprise technologies
- Enterprise Oracle, Microsoft and MySQL processing



The Nebraska.gov 2011 Technical Plan

For 2011, Nebraska.gov has defined the following technical goals towards leveraging the whole host of services available to the portal. The local technical staff have identified these goals as important and valuable to the Nebraska portal and its agencies and users.

Goal: Mobile Platform Development

We will focus on making all new applications mobile friendly. We will also work on legacy applications as we have time to re-tool them to be more mobile friendly. This will help make the services more accessible to people who are using their phones and allow us to reach a new market.

Strategies:

- Design all new applications with mobile style sheet and layout in mind.
- Research the impact of HTML 5.
- Monitor the status of HTML 5 capable browsers to determine when it is ready for mainstream use.
- Identify and work on legacy applications that can be modified for mobile use.

Goal: Utilize Cloud Computing Services

We will research the viability of using emerging cloud computing services. If we determine that there are reliable services out there that we can utilize we will work to integrate them in. The area we need to be particularly careful about and may prevent adoption of these goals is the service must be extremely reliable and must be secure.

Strategies:

- Evaluate new cloud computing services as they are made available to the public to determine their usefulness.
- Research existing services that are out there to determine their usefulness, reliability, and security.
- Any services that pass the above requirements, we will utilize within projects that can best take advantage of them.

Goal: Broaden the Development skill set of our development team

Continue to grow the knowledge base of our development team. New technologies and methods are always emerging. To remain competitive we must continue to monitor and research these as they develop. Also to stay on top of security concerns we must stay up to date as to what the latest threats are.

Strategies:

- Technical literature, cross portal expertise and training to educate our developers.
- Continue to develop internal tools and libraries to help facilitate the development of our applications.
- Security training for developers.
- Monitor the OWASP top 10 and other security bulletins for emerging attacks and vulnerabilities.

Goal: Evaluate Opportunities for hosting virtual services for our partners

Nebraska.gov has the capability to host virtual servers and environments for our partners. We will continue to communicate with our partners to understand their needs in order to offer the best solution

Strategies:

- Evaluate emerging internal and external opportunities
- Educate partners as to the depth of services we have available

Nebraska.gov Services

Expertise in eGovernment

Nebraska.gov offers state and local government entities the expertise to automate routine, time-consuming tasks into interactive web-enabled applications. The applications are intended for use by citizens and businesses, to save taxpayer dollars as well as streamlining government processes.

Services provided through the Network Manager include:

Project Management

Nebraska.gov works in cooperation with state and local governments to identify services that, when Web-enabled, can provide maximum benefit to agencies and their constituents. Project opportunities may be initiated by agency request, by customer demand or by inspiration from a successful service being provided by other eGovernment portals including, but not limited to the 20 other NIC managed sister state portals. Opportunities are analyzed to determine potential benefits to the agency and its customers as well as technical feasibility. Once identified, services are prioritized and added to the development queue. Generally, there are at least twelve new Web services in various stages of development. Effective project management ensures that all phases of the application development life cycle – project definition, project planning, project execution and project closeout – are performed successfully and on schedule.

Web Application Development

Nebraska.gov has a team of local dedicated, talented Web application developers experienced in eGovernment. Rapid, effective development and deployment is critical to the partnership's operations and financial model. Resource and cost overruns are not covered by the taxpayer and the Network Manager earns nothing until taxpayers derive real benefit from a working application. This provides stable ground for a partnership whose highest priority is being responsive to agency needs while maximally pleasing citizens and businesses.

Web Site and Application Maintenance

A significant portion of the Nebraska.gov technical team's effort is devoted to ongoing maintenance of the portal Web site, state agency Web sites and individual applications. This includes modifications to existing services at an agency's request or made necessary by changes in back-end systems; upgrades of applications to improve performance; and updates to the Web site.

Web Site and Application Hosting

Nebraska.gov has invested in an infrastructure that provides maximum "up-time" for State services. Dedicated servers host state Web applications that interface with back-end systems. A secure socket layer (SSL) server is also utilized to encrypt private information such as customer credit card transactions. Nebraska.gov, in cooperation with the NIC Technical Solutions team, continues to actively seek ways to improve overall reliability and operability to support the growing needs of the State of Nebraska.

Marketing

Even the best Web applications are useless if no one knows about them, which is why marketing is a key component to the success of each of Nebraska.gov's online services.

Nebraska.gov utilizes a variety of marketing strategies to drive adoption of Web services. Most marketing efforts are geared to business users, who realize significant savings in time and money by conducting state business via the Web. The Network Manager delivers the Nebraska.gov message to businesses through trade shows, direct mailings and some trade publication advertising. In addition, Nebraska.gov consults with state agencies to provide promotional materials, branding and information to help agency staff promote their own Web services.

Training

Training is also an effective marketing tool that is utilized by portal staff for agencies to become more familiar with Nebraska.gov services. This occurs not only during Web application development, but is an ongoing effort as agency staff turnover and Nebraska.gov services evolve. Customer training, through trade group and agency-sponsored seminars, is also conducted to help users gain a comfort level with "self-service" via the Web.

Customer Service

An effective Help Desk is vital to the operation of the state portal. When a customer encounters a question while using a state service, assistance is only a phone call, email or online chat away. Nebraska.gov's customer service representatives are well versed in all portal services and are able to assist customers knowledgeably and quickly. When necessary, customers may be referred to an application developer or Project Manager to resolve more complex questions.

Account Management

Because Nebraska.gov is a self-funded portal, several of its services involve the collection of money from customers. Money collected is a combination of agency statutory fees and enhanced access fees. Statutory fees collected through Nebraska.gov subscriber accounts are remitted to the NSRB on a monthly basis, along with a report detailing transaction activity. Accounts are billed by Nebraska.gov monthly for any services used and Nebraska.gov assumes the burden of collection. Regardless of customer collection status, state funds are always remitted to the NSRB as scheduled. To enable credit card transactions, Nebraska.gov utilizes authentication and fund-capturing services, maintains a merchant account with the state credit card vendor and covers all banking fees. Statutory fees collected via credit card transactions are remitted immediately to the agency.

Nebraska.gov 2011 Marketing Plan

2011 looks to be a year filled with new and existing opportunities to increase portal awareness and online adoption of services.

Nebraska.gov's marketing team is looking to specifically target six different applications to focus our marketing efforts. Five of those services are active online and there is one new services expected to be launched in the coming months.

The marketing strategies will continue to use methods that have proven to be successful in the past. Those methods include inserts that are distributed at the agency counters and include in particular agency mailings. Posters that are placed in areas of high citizen traffic for specific applications have also been a successful method to increase awareness and we will continue to provide high quality pieces to our partner to help create a buzz about their new online services.

Web 2.0 applications, such as Facebook and Twitter, still show to be very effective in reaching a large demographic audience. It is not only an economical way to contact people, but web 2.0 applications user base only continue to grow by leaps and bounds.

Press releases will also continue to be valuable in reaching audiences who read the news online and in newspapers. The press releases are also used through RSS feeds and the other Web 2.0 methods.

We are also discussing leveraging the existing market surrounding Husker athletics. Nebraska does not have a professional sports team. There is extreme loyalty and interest surrounding the University of Nebraska-Lincoln football team, volleyball, and other sports. The attendance for a home football game makes the stadium the third largest city in Nebraska. We are meeting with a member the Husker sports marketing department to discuss advertising and marketing options for our services.

Conferences/meetings also provide a unique marketing opportunity. We look for conventions to attend that will reach our target market for services. We will be attending the Nebraska Bar Association annual convention. This is an opportunity to market applications directly to the people that will be using them. We are also using the convention to cross-market other services, such as license plate and driver license renewals.

Networking is another marketing tool that we will continue to use. By attending various community events, including the Chamber of Commerce, we are able to gain and maintain awareness for the portal and services provided. We take advantage of these events to look for new service opportunities within the community and at the state level.

Tracking adoption of revenue generating applications on a monthly, on-going basis and comparing it to the marketing potential, subsequently working with the agencies to find ways to increase adoption. Report results to partners/staff. Previous successful methods include:

- a. Distributing Posters and Inserts for mailing.
- b. Utilizing Web 2.0 applications, such as Facebook and Twitter.
- c. Issuance of press releases.

Work with Partners to eliminate paper forms which would increase adoption rate.

Nebraska.gov 2011 Marketing Goals

Goal: Target six different applications to focus our marketing efforts

With our higher revenue generating applications, there is still plenty of room to increase adoption rates through marketing tactics. In 2011, our goal is to utilize the methods below for the following services.

1. Criminal History – New
 - Press Release, Marketing application url through Facebook and Twitter, Posters, Advertisement, and GovDelivery
2. Driver License renewals
 - Marketing application url through Facebook and Twitter, Husker Nation Advertising, TV Advertising, College Newspaper Ad, and GovDelivery
3. License plate renewals
 - Inserts for DMV mailings, Marketing application url through Facebook and Twitter, Stickers on Registration Renewal postcards, and GovDelivery
4. Court Document eFiling
 - Press Release/Bar Association Articles, Posters, Mailing Inserts, Web 2.0 HTML email, Booth/Sponsor- Bar Association, and GovDelivery
5. Court ePayments
 - Mailing Inserts, Posters, Marketing application url through Facebook and Twitter, Speaking, Cross Marketing, and GovDelivery
6. LiveWell Survey
 - Press Release, Travel to National Conference, Revised Brochures, Inserts for WorkWell mailer, Webinars, and GovDelivery

Goal: Increase awareness of Nebraska.gov services

There are numerous opportunities to reach citizens, businesses, and agencies to increase awareness of Nebraska.gov and the services that are provided. In the text below, there are specific marketing plans to identify ways to reach this goal.

1. Trade Show Participation and Speaking Opportunities
 - NE Bar Association, NE Association of County Officials (NACO).
2. Nebraska.gov presents a Nebraska Spirit Art Contest with the Secretary of State's Office. This event is open to children in kindergarten through fifth grades. This opportunity builds statewide awareness and goodwill.
3. Leveraging our relationship with NIC providing press releases through national providers. Services today, such as Foreign Corporation Tax reporting has a global audience which affects Nebraska.
4. Award Submissions
 - Best of the Web, Digital Government (Govt to Business), GovMark, Recognition Award for Outstanding Achievement (Govt to Citizen), Recognition Award for Outstanding Achievement (Govt to Business).

Goal: Expand a presence in the community

We realize the importance of social responsibility to our communities and always looking for new ways to give back and volunteer.

1. Staff from Nebraska.gov participates in the Lincoln Chamber of Commerce Meetings and events. A staff member belongs to the American Marketing Association, which has been a wonderful resource.
2. We have staff members that have been or are currently involved with:
 - i. Creating the "Green Scene" website that showcases different environmental saving methods.
 - ii. Making Strides against Breast Cancer Awareness Walk
 - iii. Big Brothers Big Sisters

Nebraska.gov 2011 Detailed Marketing Plan

Marketing Plan for Secretary of State Services				
Application Name	Tactic	Date	Benefit	Repeat/Timing
LLP & LLC	Advertising in Daily Record	January	Reach target market	One time
LLP & LLC	Flier	January	Reach target market	One time
Electronic Document Delivery Service	Mailing Insert and Press Release	April	Reach target market	All year
Non Profit Reports	Press Release	Jan & April	Remind people of service	One time
All applications	Utilize Social Networking - Facebook, Twitter, RSS Feeds	All Year	reach audience through different mediums	All year
Art Contest	Press Release, zoo tickets, food	June	Reach students and their parents, across Nebraska	Once a year event

Marketing Plan for Department of Motor Vehicle Services

Application Name	Tactic	Date	Benefit	Repeat/Timing
License Plate Renewal	Stickers on Registration Renewal postcards	January	Direct marketing for immediate impact	As needed
License Plate Renewal	Text on envelopes for Douglas County notices	January	Text on envelope will increase awareness	All year
License Plate Renewal	Web 2.0 - Notices posted through Facebook, Twitter, etc	January	Reach different users at multiple times	All year
Driver License Renewal	College Newspaper Advertisement	January	Target college students for service	During the school year
Driver License Renewal	Television Advertising	March	Looking into possibility of reaching a different market	As needed
All Services	Husker Athletics Advertising	January	Researching different opportunities to reach more people	Depending on sports calendar

Marketing Plan for Court Services

Application Name	Tactic	Date	Benefit	Repeat/Timing
Court eFiling	Press Release/Bar Association articles	January	Effective method to reach target audience	As new features and services are added
Court eFiling	Posters for Court Clerk meeting	April	Increase awareness and adoption of service	One time
Court eFiling	Envelope insert	January	Reach large audience when they need the service	All year
Court eFiling	Email	March	Contact users by using email	One time
All Services	Booth sponsor at Bar Association Meeting	October	Raise awareness through face to face contact	Once a year
All Services	Speaking at events/meetings	January	Opportunity to increase awareness	As available
Court ePayments	Envelope insert for collection agencies	January	Reach new audience to increase adoption	All year
Court ePayments	Posters for County Attorneys	January	Increase awareness among users	One time
Court ePayments	Web 2.0	January	Use resources available to raise adoption	All year

Marketing Plan for Criminal History

Tactic	Date	Benefit	Repeat/Timing
Press release	When service available	Alert people to the new service	One time
Posters	Coordinate with launch date	Increase awareness of new online service	One time
Advertising	Once service is live	Raise adoption of online service	As needed
Web 2.0	When launched	Another method used to alert people of service	As needed

Marketing Plan for LiveWell Survey

Tactic	Date	Benefit	Repeat/Timing
Press release	January	Alert people to the new service	One time
Webinars	February	Interaction with future users of service	As needed
Revised brochures and mailers	March	Increase adoption by reaching target audience	As needed
National Conference	April	Face to face interaction to increase awareness	One time

2011 Nebraska.gov Marketing Schedule

The 2011 Marketing Schedule is a guide for upcoming marketing and networking events. This is in addition to the marketing methods noted in the above charts. As new services are added, Nebraska.gov will use some of the same techniques to increase awareness of the online services and the company.

Marketing Effort	Key Marketing Tasks
January	
DMV Insert	Working with DMV to create insert for all mailings sent
Court ePayments	Issue a press release to increase awareness of service
Bill Tracker	When the new session begins, issue a press release reminding people of the service available
LLP reports	Promote and raise awareness for service
Press Release	Increase awareness for LiveWell Survey
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Partner Event	Organize and prepare for upcoming Partner Event
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
February	
E-Gov Awards	Submit Award nominations
2011 Legislative Caucus	The Nebraska Chamber of Commerce & Industry is having its annual Legislative Caucus.
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Nebraska Spirit Art Contest	Work with Secretary of State's office to raise awareness and gain interest in the art contest
2011 Partner Event	Organize and prepare for upcoming Partner Event
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
March	

E-Gov Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Nebraska Spirit Art Contest	Submissions will be accepted, starting March 1.
2011 Partner Event	Continue preparations for upcoming Partner Event
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
April	
NASCIO Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Nebraska Spirit Art Contest	The submissions are due by April 26. The finalists will be selected.
2011 Partner Event	The Partner Event will be held on April 21, at the Cornhusker Hotel
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
May	
E-Gov Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Nebraska Spirit Art Contest	The finalists will be notified. A press release will be issued to alert people to the online voting. The artwork of the finalists' will be displayed in the Capitol.
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing	Meet with other marketers to discuss and learn new marketing

Association	techniques.
June	
Best of the Web	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2011 Nebraska Spirit Art Contest	Award Ceremony will be held on June 4, at the Capitol. Lunch for the winners and their families will be served at the Governor's Mansion.
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
July	
E-Gov Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
August	
E-Gov Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
September	
E-Gov Awards	Submit Award nominations
New Services	New services launched this month will have a press release issued and any necessary marketing efforts

NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
October	
E-Gov Awards	Submit Award nominations
Nebraska Bar Association Convention	Nebraska.gov will have an exhibit booth at the convention. This is an opportunity to highlight services and increase awareness
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
November	
E-Gov Awards	Submit Award nominations
Nebraska CPA Conference	Work with the Board of Public Accountancy to have a booth at the CPA conference.
New Services	New services launched this month will have a press release issued and any necessary marketing efforts
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.
December	
E-Gov Awards	Submit Award nominations
NACO Conference	The Nebraska Association of County Officials has an annual convention. This provides an opportunity to meet with officials and increase awareness of company and services provided.

New Services	New services launched this month will have a press release issued and any necessary marketing efforts
2012 Nebraska Spirit Art Contest	Begin preparations for the 2012 Nebraska Spirit Art Contest
2012 Partner Event	Meet to determine agenda for Partner Event
NSRB Newsletter	New services are highlighted. Updated monthly statistics, adoption rates, as well as other information is provided.
Social Networking	Use social networking tools, such as Facebook, twitter, and RSS feeds to increase awareness of services and events.
Portal Updates	The portal is updated to feature different services and agencies every month
Lincoln Chamber of Commerce	Attend events sponsored by the Lincoln Chamber of Commerce
Lincoln Marketing Association	Meet with other marketers to discuss and learn new marketing techniques.

2010 Annual Report

Top search words used

Explorer

Accessing Nebraska.gov directly

Total Number of Hits:

13,532,924

Total Number of Pages Accessed:

94,169,038

Top 10 Downloads

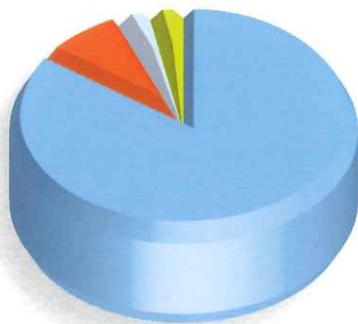
Form 941n

Subscriber Agreement Form

Voucher 941

DMV Agreement

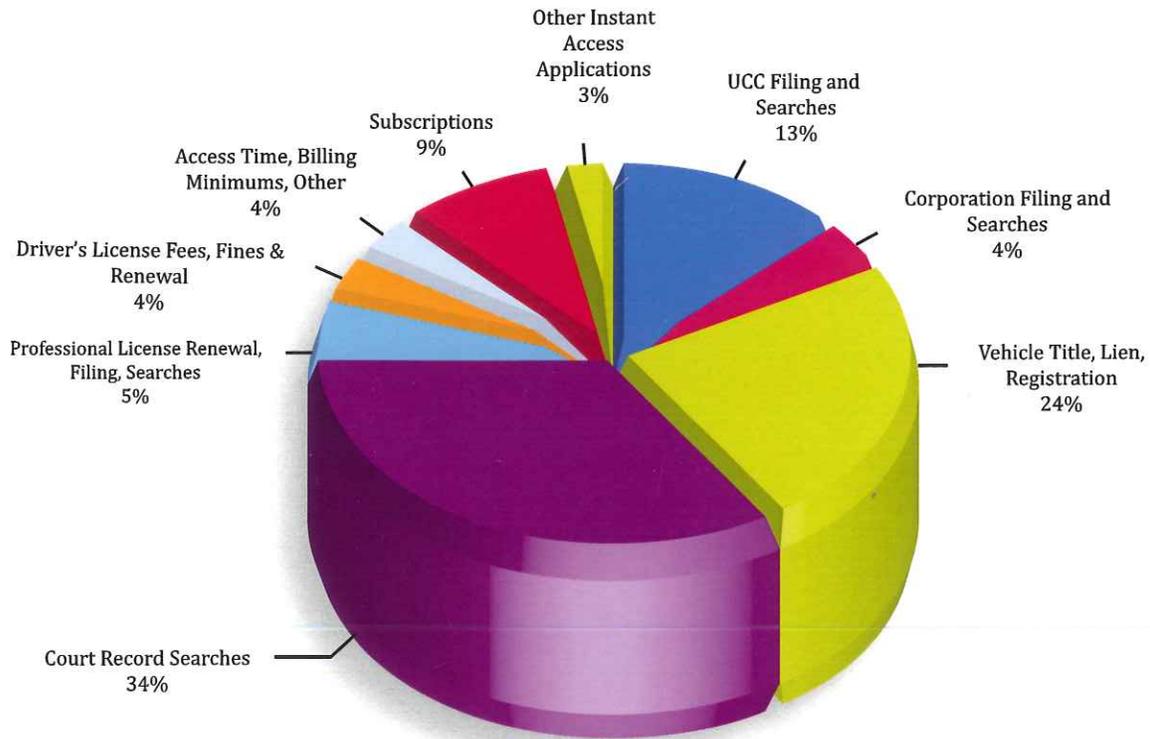
Bill Tracker Agreement



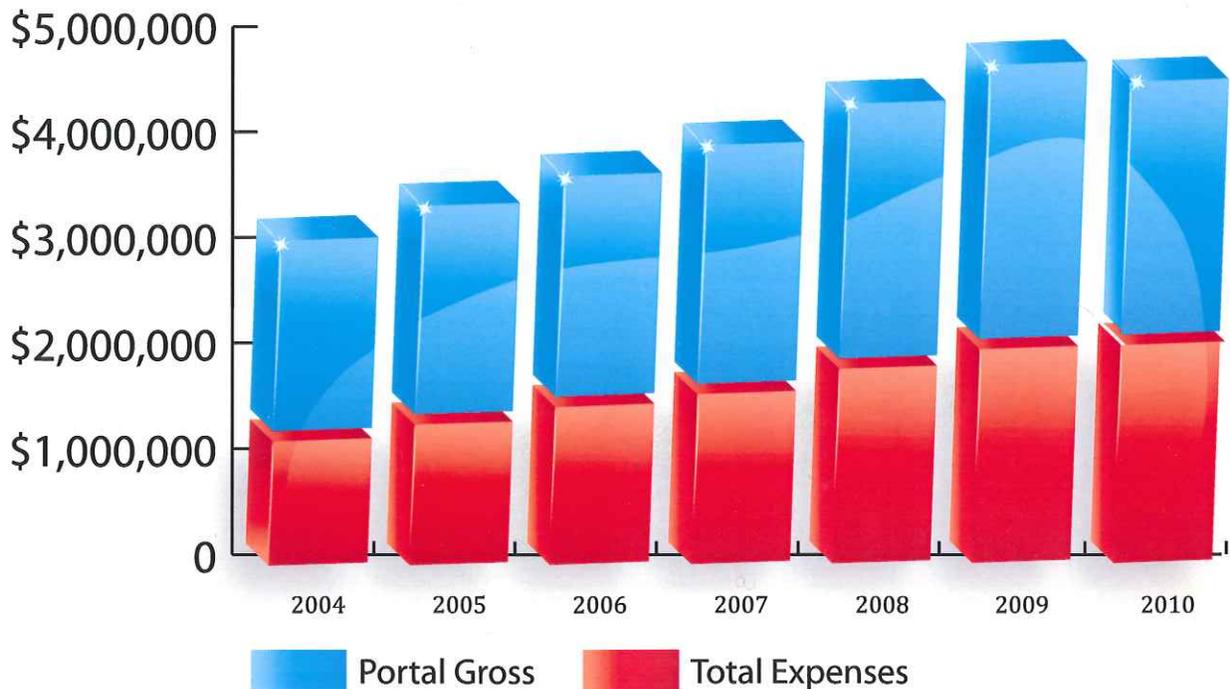
Android Safari Firefox Internet Explorer



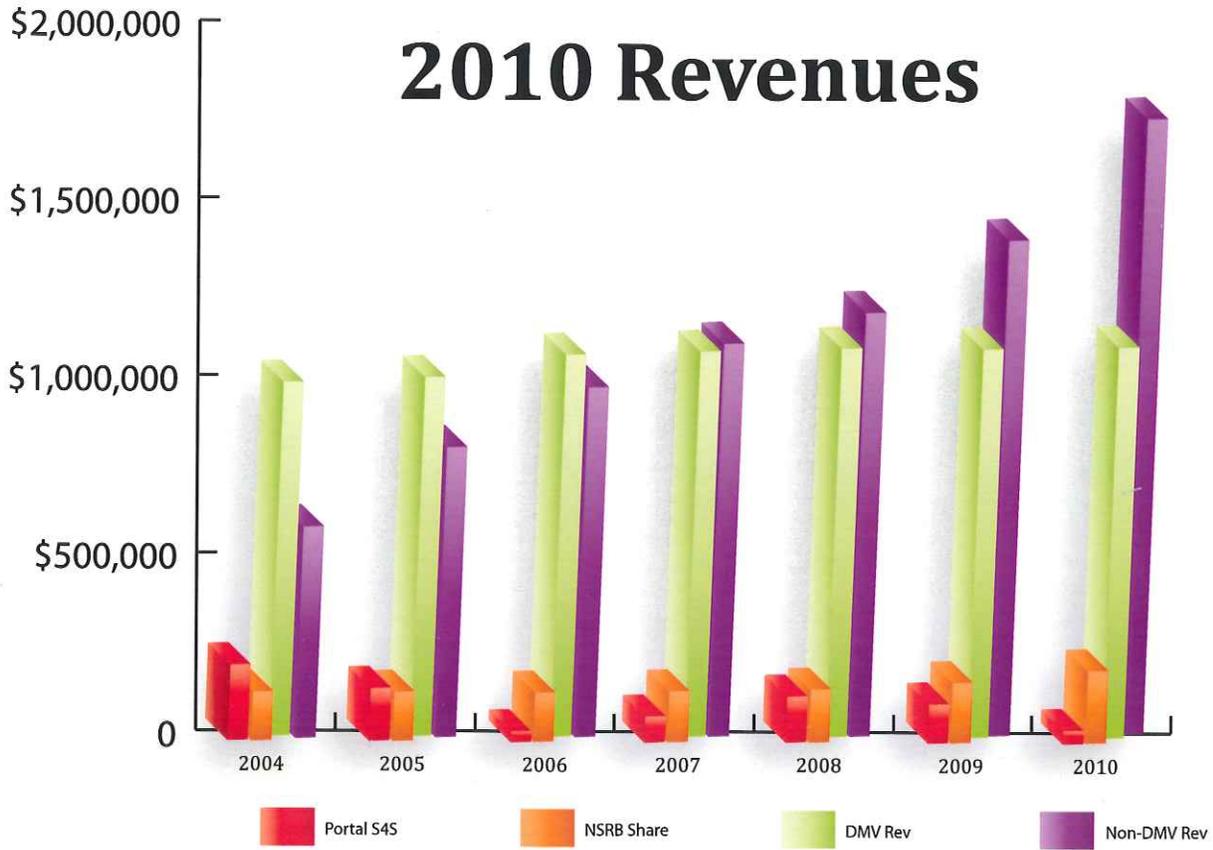
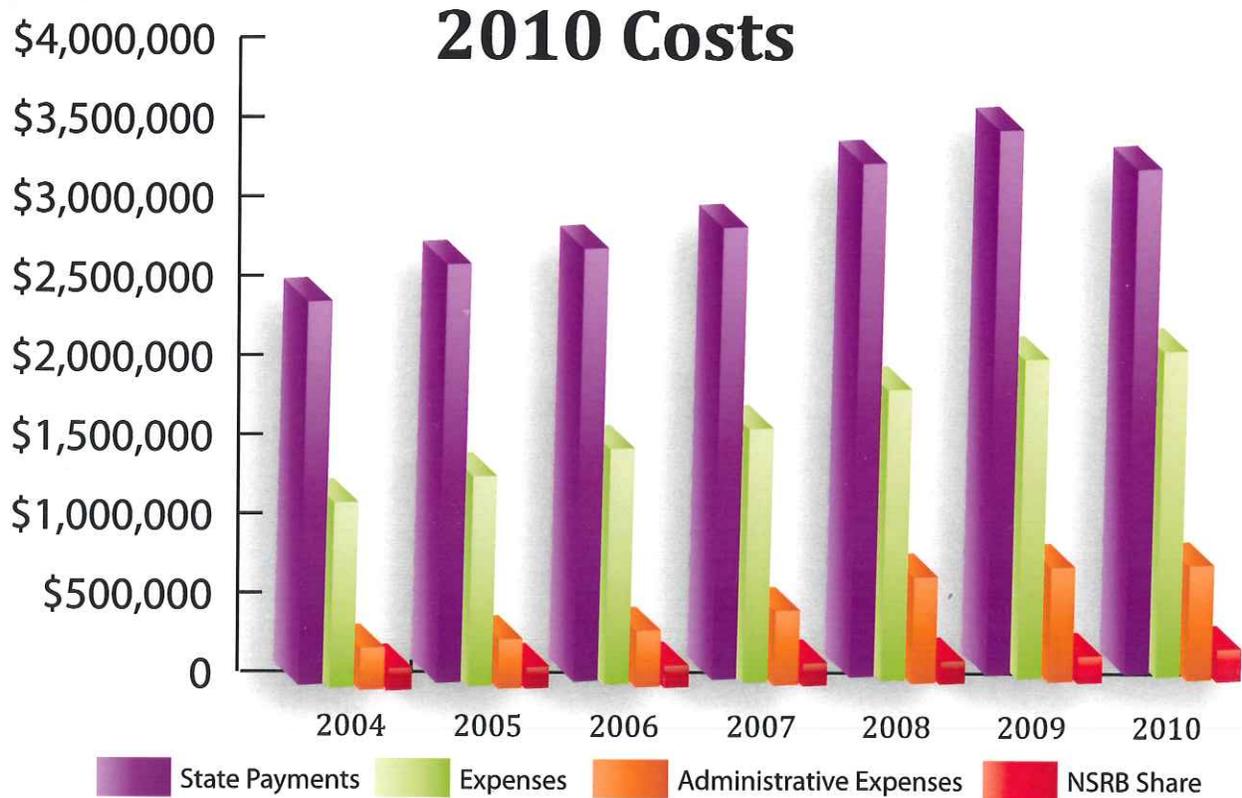
2010 Revenue Breakdown



2010 Portal Gross vs. Expenses

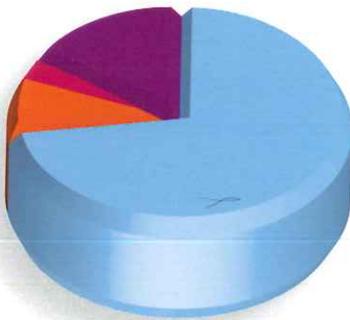
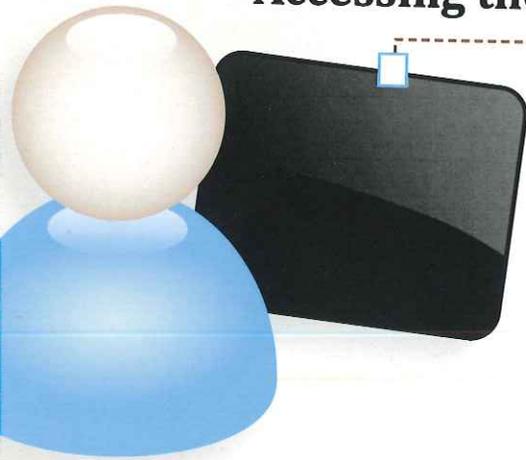


2010 Annual Report



Top search words used

Accessing the entire Nebraska network



Firefox Mozilla Other Internet E

Total Number of Hits:

17,728,306

Total Number of Pages Accessed:

185,493,186

Top 10 Downloads

- 
- Traffic Bulletins
 - Construction and Restrictions Map
 - Form 1040n
 - 1040n inst
 - Form 941n

Future Revenue Services from the Nebraska Interactive RFP

Service Name: NebPay and Single Form Online Payments

Nebraska Interactive has deployed the common payment portal and all new interactive services requiring a payment are being routed through NebPay for processing. In addition Nebraska.gov is migrating legacy services to NebPay as time allows.

List of services using the common payment portal:

- **Agriculture Measuring Device Registration**
- **Agriculture Pesticide Application License**
- **Board of Engineer and Architect Renewals**
- **Board of Engineer and Architect Conference Registration**
- **Board of Public Accountancy License Renewals**
- **Court Case Payments**
- **DMV Driver License/State ID Renewals**
- **DMV Single Driver License Record Requests**
- **Secretary of State Foreign and Domestic Corporation Biennial Reports**
- **Secretary of State Limited Liability Company Biennial Reports**
- **Secretary of State Limited Liability Partnership Annual Reports**

Service Name: Virtual Cash Drawer

Nebraska Interactive is now currently operating an Over-the-Counter online payment service, Nebraska eGov Payment Counter. List of partners using the online service to process payments:

- **Arthur County Court**
- **Arthur County**
- **Cheyenne County**
- **City of Bellevue**
- **Custer County**
- **Keith county**
- **Logan County Treasurer**
- **McPherson County Treasurer**
- **Keith County District Court**
- **Valley County Treasurer**

Service Name: State Construction Registry

Construction Registry requires new legislation. Nebraska.gov has been researching the Nebraska Construction Lien Act and working with the NIC Utah portal to get a history on how and why this was instituted in their state.

Service Name: Criminal History Search

Nebraska.gov is in the Concept phase of developing this application with the Nebraska State Patrol.

Service Name: Vehicle Lien Filing

In 2010, the Department of Motor Vehicles instituted a paperless system for lien filing. Nebraska.gov worked with DMV to build a Title Inquiry Search provided as a free service to primarily financial institutions (lien holder/lenders) and dealers. This service allows such users to search by a VIN number in order to determine issuance of title documents and notation of liens. This service is similar to Nebraska.gov's subscriber Title, Lien and Registration search; however there is no fee or subscription involved with this new service.

The Title Inquiry Search only provides:

1. Vehicle Information: Make, Year, Fuel Type, Model, Color, Style, Cap and GVWR
2. Title Information: Issue, Odometer, Brand, Type, Acquired, and Title Status
3. Lien Information: Notation, Holder, Date, and Release Date

Title # and Vehicle Registration Information, County, Owner Name, Owner Address, and Lien Holder Address are not displayed to the user. This new service was launched October 6th, 2010.

Service Name: Automobile Dealer Titling (Temporary Tags)

Nebraska.gov is in the initial progress of working with the DMV and Department of Revenue to discuss Form 6, which is a required vehicle sales tax form that is filled out and filed between Revenue, DMV and County Treasurers. With this process, the goal is to automate this by dealerships have the ability to file the sales tax form after a vehicle is purchased. Temp tags at that time could also be issued, however this will require a Legislative change by the DMV. Discussion is still in progress over this project.

Adoption Statistics

UCC Amendments

Launched December 2007

A subscriber service that allows financial institutions to change the debtor or collateral information on a commercial lien

2008 adoption = 62% 4126 online filings 6656 total filings
2009 adoption = 66% 4052 online filings 6096 total filings
2010 adoption = 78% 4701 online filings 5980 total filings

EFS Continuations

Launched May 2008

A subscriber service that allows financial institutions to extend the expiration date on agricultural liens

2008 adoption = 47% 1486 online filings 3192 total filings (launched mid-year)
2009 adoption = 89% 2866 online filings 3213 total filings
2010 adoption = 93% 2777 online filings 2981 total filings

Court eFiling

Launched April 2008

A subscriber service that allows private and public attorney's the ability to file civil court documents electronically

County Court New Civil

2008 – 2.3% 2241 online filings 97,435 total filings
2009 – 6.6% 6446 online filings 97,667 total filings
2010 – 31.5% 31,938 online filings 100,504 total filings

District Court New Civil

2008 – 0.001% 45 online filings 45,000 total filings
2009 – 3.2% 1064 online filings 33,250 total filings
2010 – 7.1% 1896 online filings 26,700 total filings

*There were a total of 8 courts online in 2008,
127 courts were added in 2009
The last 50 were brought up in early 2010.
We also attribute the increase to our investment in marketing.*

Driver's License Reinstatements

Launched January 2008

An instant access service that allows citizens the ability to instantly reinstate their driving privileges online without traveling to Lincoln

*Potential Filings are current users or license holders which may choose to renew either online or thru other means

Service Name: Interactive Driver Record Purchases

On December 9th, 2009 Nebraska.gov and DMV launched the One-Time Driving Record Search. The new online search provides individuals the ability to search and print a copy of their driving record for a fee of \$3.00. The users have to enter their Name, Driver's License Number, or Social Security Number, and Date of Birth. In order for the user to receive their record, all search criteria have to match. Previously, the DMV was handling close to 15,000 requests in office a year. This service provides convenience to users, who do not need to sign up for a Nebraska.gov subscription to access.

2008 adoption = 25% 14683 Online, 57,150 total reinstatements
2009 adoption = 37% 18759 Online, 49,487 total reinstatements
2010 adoption = 67% 32,406 Online, 32,406 Total reinstatements

Motor Vehicle License Plate Renewal

Launched December 2009

An instant access service that allows citizens the ability to instantly pay their motor vehicle registration, tags and taxes

2009 adoption = 1.8% 35,479 Online 1,938,618 registrations
2010 adoption = 3.7% 73,550 Online ± 1,995,776 total registrations

There are approximately 2.2 million vehicles registered in the state of Nebraska. Only about 1.9 vehicles are eligible for online registration since there are no fees or the vehicle is tax exempt.

IFTA Quarterly Payment System

Launched September 2008

Allows Motor Carriers to pay their International Fuel Tax Agreement payments online. The DMV provided the filing online but for years had no way to accept payment.

There are 4200 carriers that have to report 4 times per year. Approx filings total 16,800 per year.

2008 7390 filings received online = 44% adoption
2009 8083 were received online = 48% adoption
2010 9240 were received online = 55% adoption

IRP (International Registration Plan)

Launched June 2009

This service allows Interstate motor carriers to register they meet the Nebraska minimum requirements to travel across Nebraska. The DMV provided the filing online but for years had no way to accept payment.

There are ±4100 *potential filings per year
2009 1564 filings were conducted online = 38% adoption
2010 1880 filings were conducted online = 45% adoption

Board of Public Accountancy Renewals

Launched May 2007

This allows Accountants and Brokers to renew their professional licenses. Several enhancements have been added over the years such as continuing education.

There are ±1900 *potential renewals per year
2007 222 online renewals = 12% adoption
2008 1,071 online renewals = 56% adoption
2009 1,094 online renewals = 58% adoption
2010 1,574 online renewals = 83% adoption

*Potential Filings are current users or license holders which may choose to renew either online or thru other means

Real Estate License Renewals

Launched May 2005

Allows agents and brokers to renew their professional licenses

There are ±5500 *potential renewals

2007 – 709 online renewals = 13% adoption

2008 – 830 online renewals = 15% adoption

2009 – 1579 online renewals = 29% adoption

2010 – 888 online renewals = 16% adoption

UCC searches

Launched 1995

Allows financial institutions the ability to search for UCC's on current properties lien with a bank.

We can base our adoption on the number of requests provided online and through the Secretary of States office. This number is dynamic and changes each year based on the economy and lending trends. We do not have numbers of total filings with the Secretary of States office for prior years.

The past trends for total numbers filed online are: (UCC Original filings, Continuations, and Terminations.)

2006 = 50,873

2007 = 51,168

2008 = 58,352*

*Note: In 2008 UCC Amendments were added to available filing types

2009 there were 55,434 online UCC filings, 76,252 filings totals = 73%

2010 there were 59,171 online UCC filings, 78,920 filings totals = 75%

*Potential Filings are current users or license holders which may choose to renew either online or thru other means

Subscriber Fees

Over 95% of subscribers are companies which re-sell information or invoice their customers for to cover their costs.

A subscriber only pays \$50 **once** a year for the maintenance and administration of subscriber services.

A subscriber account may have up to 10 users for the same \$50

- The subscriber fee was set in 1995
 - Did not accept Credit Cards
 - In office account manager
 - No SOX/PwC audit requirements

- In 2011
 - Over \$20,000 in Merchant and banking fees
 - Two (2) in office account managers
 - Compliance with Audit and security requirements.
 - Investing in Technologies and systems
 - Certified Accounting staff

- 4 year Trend
 - A flat 7% increase in subscriber revenue over the past 3 years.
 - 128% increase in the number of users within the 7% increase in revenue.
 - 45% of the portals annual transactions are from subscriber services.

The service **costs** a **user** \$0.60 per month for each user.

The monthly **portal costs** per user is \$1.18 per month for each user.

Subscriber Fee increase Proposal

Nebraska Interactive requests to increase the 2011 annual fee to subscribers from \$50.00 to \$95.00 per year.

To maintain consistency to subscribers Nebraska Interactive requests a review of subscriber fees on a bi-annually basis.

Subscriber Breakdown

As of January there are 3790 Subscribers to Nebraska.gov

5% are identified as an individual

22% of Nebraska.gov Subscribers are outside Nebraska

4% do not pay for a subscription

27 Counties

67 Agencies

82 Justice

Industry Groups

35% are identified as Banking

29% are identified as Attorney's

13% are identified as being in insurance

In 1997 there were 3 Subscriber services:

Records indicate there were close to 1,000 subscribers

MVR (Title, Lien, Registration)

Drivers License search

UCC Searches

Costs

\$24,612 in Banking services such as lock box and service fees.

\$55,186 was spent in staffing

\$18,000 was spent on invoicing

NIC provides Nebraska Interactive with certain general and administrative services, which are performed on a centralized basis.

These services such as Finance and Corporate IT assists in establishing and maintaining internal control systems. Federal and state tax compliance, financial reporting and Audit functions.

Services

12 Basic Services and 61 subservices. For example our UCC Search is a basic service but today those customers can do an UCC amendment and UCC terminations.

96% of the 7.8 Mil transactions conducted by Nebraska.gov were completed by subscribers.

Subscriber Fees From Other States

Nebraska	50
Alabama	75
Colorado	75
Hawaii	75
Kentucky	75
Montana	75
New Mexico	75
Oklahoma	75
Rhode Island	75
South Carolina	75
Tennessee	75
Utah	75
Vermont	75
Idaho	95
Indiana	95
Kansas	95
Maine	95
Virginia	95
Arkansas	100
West Virginia	100

Subscriber revenue over the past 6 years

2005 – 2339 subscribers \$116,950
2006 – 2,888 subscribers \$144,400
2007 – 2,875 subscribers \$143,750
2008 - 2,980 subscribers \$149,000
2009 - 3,054 subscribers \$152,700
2010 – 2,967 subscribers \$148,350