

**NEBRASKA STATE RECORDS BOARD  
MEETING: December 12, 2018**

Nebraska State Capitol  
Room 1507  
Lincoln, NE  
December 12, 2018  
9:00 A.M.

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

State of Nebraska )  
Lancaster County ) SS.

**NOTICE OF PUBLIC MEETING**  
A meeting of the Nebraska State Records Board will be held on Wednesday, December 12, 2018, at 9:00 AM in the State Capitol, Room 1507, Lincoln, Nebraska. At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410. An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at [staterrecordsboard.nebraska.gov](http://staterrecordsboard.nebraska.gov). If auxiliary aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.  
#751229 11 Nov 7 9128677

DAS - MATERIAL DIVISION - LEGALS

PATTY STEINER

301 CENTENNIAL MALL SOUTH

LINCOLN, NE 68509

ORDER NUMBER 751229

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

One successive times(s) the first insertion having been on Nov 7, 2018 and thereafter on \_\_\_\_\_, 20\_\_\_\_ and that said newspaper is the legal newspaper under the statues of the State of Nebraska.



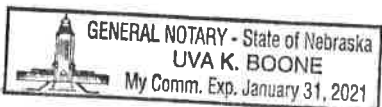
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The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Subscribed in my presence and sworn to before me on Nov 7, 2018  
U. Boone Notary Public



<b>Organization</b>	Nebraska State Records Board
<b>Activity</b>	Public Hearing
<b>Date of Activity</b>	Wednesday, 12/12/2018
<b>Time of Activity</b>	Meeting starts at 9:00 AM Central
<b>Last Updated</b>	Thursday, 09/07/2017
<b>Location</b>	Room 1507 State Capitol
<b>Details</b>	Quarterly meeting
<b>Meeting Agenda</b>	<a href="https://staterecordsboard.nebraska.gov/meetings">https://staterecordsboard.nebraska.gov/meetings</a>
<b>Meeting Materials</b>	<a href="http://">http://</a>
<b>Person to Contact for Additional Information:</b>	
<b>Name</b>	Steven Chase
<b>Title</b>	Executive Director
<b>Address</b>	440 S. 8th St. Suite 210 Lincoln, NE 68508
<b>Telephone</b>	(402) 471-2745
<b>Fax</b>	(402) 471-2406
<b>E-Mail</b>	<a href="mailto:steven.chase@nebraska.gov">steven.chase@nebraska.gov</a>
<b>Agency Homepage</b>	<a href="http://sos.ne.gov">http://sos.ne.gov</a>

## NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol

Room 1507

Lincoln, NE

December 12, 2018

9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. 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.
3. NOTICE OF HEARING
4. ADOPTION OF AGENDA  
**Action Item:** Approval of Agenda.
5. APPROVAL OF MINUTES  
**Action Item:** Approval of September 12, 2018 meeting minutes.
6. PUBLIC COMMENT
7. CHAIRPERSON'S REPORT
  - a) AGREEMENTS & ADDENDA
    - 1) **Non-Action Item: Electronic Government Service Level Agreements** between Nebraska Interactive, LLC, the NE State Records Board, and the City of Bellevue, Blaine County, Butler County, Cass County Water District #1, City of Fort Calhoun, Board of Examiners for Land Surveyors, Lower Big Blue NRD, City of Neligh, City of Ord, Racing Commission, City of Sargent, Thayer County, City of Tilden and Wheeler County. Signed by Chairman Gale pursuant to Board Authority.
    - 2) **Non-Action Item: Addenda (PinDebit-Local) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the City of Bellevue (REVISED), Blaine County Treasurer (REVISED), Butler County Treasurer (REVISED), Cass County Water District #1, City of Fort Calhoun (REVISED), Board of Examiners for Land Surveyors, Lower Big Blue NRD, City of Neligh (REVISED), City of Ord (REVISED), City of Sargent (REVISED), Thayer County Treasurer (REVISED), Wheeler County Treasurer (REVISED). Signed by Chairman Gale pursuant to Board Authority.
    - 3) **Non-Action Item: Addenda (Real Estate)** between Nebraska Interactive, LLC, the NE State Records Board and Butler County Treasurer (REVISED). Signed by Chairman Gale pursuant to Board Authority.
    - 4) **Non-Action Item: Addenda (Citizen Payment Processing)** between Nebraska Interactive, LLC, the NE State Records Board and the City of Tilden. Signed by Chairman Gale pursuant to Board Authority.
    - 5) **Non-Action Item: Statement of Work** between Nebraska Interactive, LLC, the NE State Records Board and the State Board of Landscape Architects (Meadowlark Website), Power Review Board (Amendment 1), Board of Public Accountancy (CPA License Permit), Public Service Commission

(Remittance System PiD3), and the Department of Revenue (Meadowlark Website). Signed by Chairman Gale pursuant to Board Authority.

6) **Non-Action Item: Addenda (Gov2Go)** between Nebraska Interactive, LLC, the NE State Records Board and the Public Service Commission. Signed by Chairman Gale pursuant to Board Authority.

7) **Action Item: Addendum 5, Proposal for Certified Public Accountant License Permit Application** between Nebraska Interactive LLC, the Nebraska Board of Public Accountancy (NBPA), and the NE State Records Board.

8. EXECUTIVE DIRECTOR REPORTS

- a) **Action Item:** NSRB Cash Fund Balance update.
- b) Review of Project Status Reports.
- c.) NCC Group Escrow verification proposal.

9. NEBRASKA INTERACTIVE REPORTS

- a) **Action Item:** Project Priority Report Q3.
- b) General Manager's Report
- c) Security presentation – Jayne Friedland Holland, NIC Chief Security Officer

10. PORTAL CONTRACT

**Action Item: Portal Agreement** between Nebraska Interactive, LLC, and NE State Records Board (This will be a closed session).

- a.) **Action Item:** Portal Agreement
- b.) **Action Item:** Appendices A and B - Applications and Web Hosting
- c.) **Action Item:** Appendices C and D – Transactions
- d.) **Action Item:** Appendix E – Electronic Services
- e.) **Action Item:** Appendix F – Proposed EGSLA
- f.) **Action Item:** Appendix G – Proposed SOW

11. NETWORK MANAGER DEFINITION OR DESIGNATION

**Action Item:** A motion to direct the Portal Operations Subcommittee to study questions associated with the relationship between the State Records Board, the Office of the Chief Information Officer (OCIO), and the Board's contractor, Nebraska Interactive LLC including the possibility of naming the OCIO as the "network manager" as that term is defined in Neb Rev. Stat. 84-1205. The motion would also direct the Subcommittee to respond to the Board with a recommendation at its first meeting in 2019.

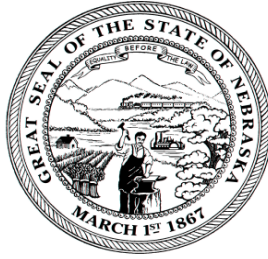
12. DATE FOR NEXT MEETING

March 6, 2019  
9:00 a.m.  
Room 1507  
Nebraska State Capitol

13. ADJOURNMENT

**Action Item:** Move to adjourn

Last Updated 12/07/2018



## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of September 12, 2018

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

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

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

John A. Gale, Secretary of State, State Records Administrator and Chairman;  
Lt. Gov. Mike Foley, representing the Governor;  
Phil Olsen, representing the Auditor of Public Accounts;  
Tony Ojeda, representing the Insurance Industry;  
Andrew J. Cano, representing the Libraries;  
Leslie Donley, representing the Attorney General;  
Brian Buescher, representing the Legal Profession;  
Jason Walters, representing the State Treasurer;  
M. John Steier, representing the Banking Industry  
Walter Weir, representing the General Public  
Angela Stenger, representing the Media  
Peter Kroll, representing the Director of Administrative Services

Staff in attendance:

Steven Chase, Executive Director  
Colleen Byelick, Agency Counsel  
Tracy Marshall, Recording Clerk

Others in attendance

Brent Hoffman, Nebraska Interactive LLC (NI LLC), General Manager  
Carmen Easley, Director of Operations & Marketing, NI LLC,  
Scott Somerhalder, Vice President of Operations, NIC Inc.  
Ed Toner, Chief Information Officer, Office of the Chief Information Officer (OCIO)  
James Ohmberger, IT Manager II, Office of the Chief Information Officer (OCIO)  
Terry Lowe, IT Applications Developer, OCIO  
Rhonda Lahm, Director, Nebraska Department of Motor Vehicles  
Greg Lemon, Director, the Nebraska Real Estate Commission

**Agenda Item 2. ANNOUNCEMENT OF NEBRASKA OPEN MEETINGS ACT.**

Chairman Gale announced that in accordance with the Nebraska Open Meetings Act, reproducible written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act are located to the left of the public seating area.

**Agenda Item 3. NOTICE OF HEARING.**

Chairman Gale announced public notice of the meeting was duly published in the Lincoln Journal Star on August 15, 2018, and on the state’s website Public Meeting Calendar. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.**

Mr. Chase indicated that there was no modification to the agenda. Mr. Weir moved to adopt the Agenda as presented; seconded by Lt. Gov. Foley.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Ojeda	Olsen	Steier	Stenger
	Walters	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.**

Chairman Gale asked for a motion to approve the minutes of the June 12, 2018 meeting. Mr. Buescher moved to adopt the Minutes as presented, which Mr. Cano seconded.

Voting For:	Cano	Donley	Gale	Foley	Olsen
	Steier	Stenger			

Voting Against: None

Abstain	Buescher	Kroll	Ojeda	Walters	Weir
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Absent: None

The motion carried.

**Agenda Item 6. PUBLIC COMMENT.**

Chairman Gale asked the members of the audience if anyone wished to come forward to provide public comment on anything other than items listed on the agenda. No audience member indicated a desire to provide public comment.

Lt. Gov. Foley left the meeting at 9:28 a.m.

**Agenda Item 7. CHAIRMAN'S REPORT.**

**Agenda Item 7.a. Agreements & Addenda:**

**Agenda Item 7.a.1.** Mr. Chase introduced the Electronic Government Service Level Agreements (EGSLAs) between Nebraska Interactive, LLC (NI LLC), and the following entities: the City of Albion, the City of Atkinson, the City of Cambridge, Cheyenne County, Dakota County, Franklin County, Garfield County, Howard County, the City of Loup City, the City of Lyons, the City of Newman Grove, Perkins County, the City of Plattsmouth and the City of Stanton. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.2.** Mr. Chase introduced the following PIN-Debit Addenda to the EGSLAs between NI, LLC, the Nebraska State Records Board and the following entities: the City of Albion (REVISED), the City of Atkinson (REVISED), the City of Cambridge, Cheyenne County Treasurer (REVISED), Dakota County Treasurer (REVISED), the City of Fairbury (REVISED), the City of Franklin (REVISED), Garfield County (REVISED), Howard County Treasurer (REVISED), the City of Loup City (REVISED), the City of Lyons (REVISED), the City of Newman Grove, Perkins County Treasurer, the City of Plattsmouth, the City of Stanton (REVISED), and the City of Waverly (REVISED). Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.3.** Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the Dry Bean Commission, and the Public Service Commission. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.4.** Mr. Chase introduced the following Real Estate Tax Payment Addendum to the EGSLAs between NI, LLC, the Nebraska State Records Board and Howard County. Chairman Gale signed all agreements pursuant to Board authority.

**Agenda Item 7.a.5.** Mr. Chase introduced the following Gov2Go Addendum to the EGSLAs between NI LLC, the Nebraska State Records Board and the Deaf and Hard of Hearing Commission. Chairman Gale signed the agreement pursuant to Board authority.

**Agenda Item 7.a.6.** Mr. Chase introduced Addendum 14 to the Nebraska Department of Motor Vehicles (NDMV) EGSLA that would update the online system for transferring high-risk insurance forms (SR-22 and SR-26) between insurance companies and the NDMV. Appearing on behalf of the NDMV was Director Rhonda Lahm, and Brent Hoffman for NI LLC. Ms. Lahm indicated that the system proposed would improve the current system by providing real time filing of documents while reducing the fees paid by insurance companies and the NDMV's costs of operation. Mr. Olsen did question the reasonableness of the fees in comparison to the profit generated for NI LLC. Lahm stated that profit generated from this project was reasonable in that it offset at least 10 non-revenue generating projects of NI LLC and NDMV. Mr. Buescher motioned to approve the addenda, which Ms. Stenger seconded.



Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Stenger	Steier	Walters	Weir

Voting Against:	Olsen
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Absent:	Foley
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The motion carried.

**Agenda Item 7.a.7.** Mr. Chase introduced a fee proposal that arises from an agreement between the Nebraska Real Estate Commission (NREC) and iGov Solutions LLC, a Florida entity. Appearing on behalf of the NREC was director Greg Lemon. The agreement would update the NREC's license database and management services. The NREC currently charges a three percent portal fee for all of its online services. The new agreement would increase fees to four percent to fund the new database. Ms. Donley motioned to approve the fee increase, which was seconded by Mr. Olsen.

Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against:	None
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Absent:	Foley
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The motion carried.

Lt. Gov. Foley returned to the meeting at 10:12 a.m.

### **Agenda Item 8. Executive Director's Report.**

**Agenda Item 8a. Cash Fund Balance:** Mr. Chase presented the Nebraska State Records Board Cash Fund Balance update for the second quarter of 2018 calendar year and the fourth quarter of the 2017-18 budget year. Ms. Stenger moved to adopt the Cash Fund Balance, which was seconded by Mr. Olsen.

Voting For:	Buescher	Cano	Donley	Gale	Kroll
	Ojeda	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against:	None
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Abstain:	Foley
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Absent:	None
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The motion carried.

**Agenda Item 8b. Project Status Report:** Mr. Chase presented a report on the projects performed by NI LLC, which is part of a quarterly review the executive director conducts with NI LLC and the OCIO. The report contained responses by the partner agencies and NI LLC as to the progress of the projects.

**Agenda Item 8c. Department of Administrative Services Statement of Work (SOW):** Mr. Chase presented a SOW to update the Department of Administrative Service’s (DAS) website. In the proposed SOW, NI LLC would update the website and the OCIO would provide hosting and maintenance. Because of the hosting and maintenance arrangement, the SOW deviates from the NSRB-approved template. The executive director asked the board whether it would prefer to modify the SOW template or allow the board to approve each deviated SOW on a case-by-case basis. At this time, the board preferred to review and approve each deviation of an SOW on a case-by-case basis. Ms. Stenger motioned to approve the SOW, which was seconded by Mr. Weir.

Voting For:	Buescher	Cano	Donley	Foley	Gale
	Kroll	Ojeda	Olsen	Stenger	Steier
	Walters	Weir			
Voting Against:	None				
Absent:	None				

The motion carried.

**Agenda Item 8d. Loss of Portal Functionality:** Mr. Chase a report from NI LLC that indicated the Portal experienced a loss of functionality from 8:00 a.m. on Sunday, June 24, 2018, to 8:00 a.m. on Monday, June 25, 2018. The incident occurred when NI LLC’s parent company, NIC, installed a software patch resulting in some transactions failing. Although it was difficult for NI LLC to monitor the situation, it has worked with NIC to prevent the incident from occurring in the future. Under Part IV.DD of the Network Manager agreement, “[i]n the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.” Mr. Buescher indicated that a similar incident occurred on February 8, 2012, and the board assessed the maximum penalty because of the language of the penalty section and because attributable to a defect in the system and not force majeure. Chairman Gale stated that this incident was within the control of NI LLC and NIC and not force majeure. Mr. Buescher motioned to assess the full \$20,000.00 penalty against NI LLC, which was seconded by Lt. Gov. Foley.

Voting For:	Buescher	Foley	Gale	Kroll	Ojeda
	Olsen	Stenger	Steier	Walters	Weir
Voting Against:	None				
Abstain:	Cano	Donley			

Absent: None

The motion carried.

A break occurred at 10:50 a.m.

The meeting resumed at 11:10 a.m.

**Agenda Item 9. PORTAL MANAGER REPORTS.**

**Agenda Item 9.a. Project Priority Report:** Mr. Hoffman presented the updated Project Priority Report for the first quarter of the 2018 calendar year (or third quarter of the 2018 budget year) and a Project Priority Report for the second quarter of the 2018 calendar year (or fourth quarter of the 2018 budget year). Mr. Hoffman indicated that the highlighted areas on the First Quarter (Q1) Project Priority Report were projects not reported on the original Q1 report submitted at the June 13, 2018 NSRB meeting. Mr. Hoffman also stated that the highlighted areas on the second quarter (Q2) report include target launch dates that changed from the Q1 report. Ms. Stenger motioned to adopt both the Q1 and Q2 Project Priority Reports, which was seconded by Mr. Ojeda.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Ojeda	Olsen	Stenger	Steier
	Walters	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 9.b. General Manager’s Report:** Mr. Hoffman presented the General Manager’s report indicating that in the second quarter of 2018, NI LLC made 77 changes and deployed 51 programs along with 20 new services for state and local entities. Mr. Hoffman also noted that the Portal administered 3.4 million transactions and transmitted over \$49 million to state agencies. Two agencies, the NDMV and the Nebraska Department of Natural Resources received awards recognizing website design. The Center for Digital Government also announced that the State of Nebraska would receive awards for the Nebraska state website and the Nebraska State Patrol concealed handgun registration project. Along with Mr. Hoffman’s presentation was Bruce Rice, the Director of Development and Dave Pfister, Senior Developer. Both Mr. Rice and Mr. Pfister delivered a presentation on programing and development for the Portal.

Mr. Ojeda left the meeting at 11:40 a.m.

**Agenda Item 10. THE NETWORK MANAGER REQUEST FOR PROPOSAL (RFP) AND THE NETWORK MANAGER CONTRACT.** Mr. Cano moved that the Board go into a closed session at 11:55 a.m. on September 12, 2018, for the limited purpose of discussing the Network Manager RFP or alternatives, the current Network Manager’s contract renewals and extension, and possible new

contract with Nebraska Interactive, LLC. The closed session is necessary for the protection of the public interest. Ms. Stenger seconded the motion for closed session.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against: None

Absent: Ojeda

The motion carried.

Mr. Cano moved that the Board adjourn from the closed session at 1:18 p.m. on September 12, 2018 regarding the Network Manager RFP or alternatives, the current Network Manager’s contract renewals and extension, and a possible new contract with NI LLC and return to the public meeting portion of the NSRB. Mr. Weir seconded the motion.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against: None

Absent: Ojeda

The motion carried.

**Agenda Item 10a. Network Manager RFP or alternatives:** Lt. Gov. Foley moved that the Department of Administrative Services cease from any further development activity on behalf of this Board of an RFP for a Portal Network Manager public bidding which had been previously initiated by this Board by public resolution for the reason that the Board intends to consider other options or alternatives than a public bidding. Ms. Stenger seconded the motion.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Olsen	Stenger	Steier	Walters
	Weir				

Voting Against: None

Absent: Ojeda

The motion carried.

**Agenda Item 10b. Network Manager’s contract renewals and extension:** Ed Toner, the Chief Information Officer of the OCIO and Peter Kroll, DAS procurement supervisor, both provided testimony as to how the NSRB should proceed in this matter. Mr. Toner indicated that the Network Manager administers over 900 applications and hosts over 100 websites. Because there is not a

public or private entity that could assume the quality and particularity of applications, Mr. Toner stated that a sole source agreement is necessary. Furthermore, Mr. Toner also said a sole source agreement would be in the best interest of the State of Nebraska because it increase the state’s revenue stream. Mr. Kroll testified that a sole source agreement would meet the criteria of Neb. Rev. Stat. §73-503 in that the services provided by NI LLC are of such a unique nature to warrant such an agreement and availability at the location requested. Because of the statements of Mr. Toner and Mr. Kroll, the NSRB took no action on Item 10b. regarding further contract renewals or extensions.

**Agenda Item 10c. Authorization of a new Network Manager’s Contract:** Lt. Gov. Foley moved to authorize the Secretary of State with the assistance of the Department of Administrative Services and the Office of the Chief Information Officer to draft a sole source Portal Network Manager Contract with Nebraska Interactive, LLC (NI LLC) and its parent company, NIC, Inc. to become effective April 1, 2019, that will include the same terms, conditions, and specifications of the current Portal Network Manager Contract that became effective April 1, 2016, with these exceptions: a new term of five (5) years from April 1, 2019, with a one, two-year renewal option of the Board; that the split of transaction fee revenues would be 20 percent to the Board with 80 percent to the Portal Network Manager; and subscription fees would increase from \$50.00 per subscription to \$100.00 per subscription. Mr. Cano seconded the motion.

Voting For:	Buescher	Cano	Donley	Gale	Foley
	Kroll	Olsen	Stenger	Steier	Walters
	Weir				
Voting Against:	None				
Absent:	Ojeda				

The motion carried.

**Agenda Item 11. DATE FOR NEXT MEETING**

Chairman Gale announced the next NSRB meeting will be held on December 12, 2018, at 9:00 a.m., in Room 1507 of the State Capitol.

**Agenda Item 12. ADJOURNMENT**

Ms. Stenger moved to adjourn the meeting, which was seconded by Mr. Walters. All members present signified their agreement by saying “aye”. Chairman Gale declared the meeting adjourned at 1:25 p.m.

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

\_\_\_\_\_  
Date

## Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Bellevue, City of	09/11/2018
Blaine County	10/31/2018
Butler County	09/18/2018
Cass County Water District #1	10/31/2018
Fort Calhoun, City of	10/11/2018
Land Surveyor, Board of Examiners	11/26/2018
Lower Big Blue Natural Resources District	09/11/2018
Neligh, City of	10/31/2018
Ord, City of	09/18/2018
Racing Commission	10/11/2018
Sargent, City of	10/11/2018
Thayer County	09/11/2018
Tilden, City of	09/18/2018
Wheeler County	09/11/2018

**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 the City of Bellevue, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone: 402-293-3000  
Fax:  
Email: [theresa.martin@bellevue.net](mailto:theresa.martin@bellevue.net)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

9) 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.

10) 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.

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

12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii) Supply reports to the Partner in an understandable and logical format; and
  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

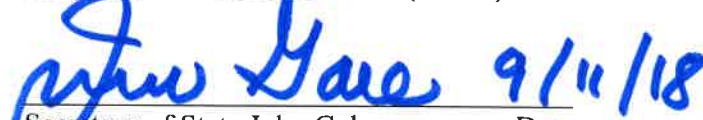
9/5/18  
\_\_\_\_\_  
Date

City of Bellevue, Nebraska

  
\_\_\_\_\_  
Rita Sanders  
Mayor

8/31/18  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

9/11/18  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Blaine 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 Blaine County, Nebraska a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Blaine County  
145 Lincoln Avenue  
Brewster, NE 68821-9700  
Phone: 308-547-2222  
Fax: 308-547-2228  
Email: [clerk@blaine.nacone.org](mailto:clerk@blaine.nacone.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
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  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
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  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
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  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
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disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

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vii) 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.

viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) 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.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.

16) 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.

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

18) 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.

19) 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
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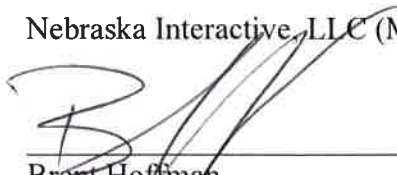
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- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
  
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

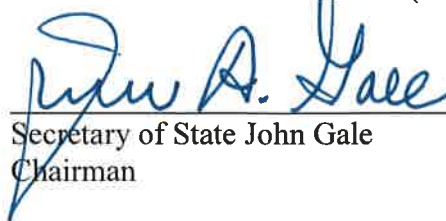
Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman                                      10/15/18  
General Manager                                      Date

Blaine County, Nebraska

  
\_\_\_\_\_  
Craig Thompson                                      26 Sep 18  
Board Chairman                                      Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale                      10/31/18  
Chairman    Date

**Electronic Government Service Level Agreement  
with  
Butler 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 Butler County, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Butler County  
451 N. 5<sup>th</sup> Street  
David City, NE 68632  
Phone: 402-367-7430  
Fax:  
Email: [clerk@butler.nacone.org](mailto:clerk@butler.nacone.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) 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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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


- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.


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

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

9/11/18  
\_\_\_\_\_  
Date

Butler County, Nebraska

  
\_\_\_\_\_  
David W. Mach  
Board Chairperson

9-4-18  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

9/18/18  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Cass County Rural Water District #1**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and Cass County Rural Water District #1, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Cass County Rural Water District #1  
308 North Railroad Avenue  
P.O. Box 67  
Murray, NE 68409  
Phone: 402-235-3077  
Fax:  
Email: [cc03116@windstream.net](mailto:cc03116@windstream.net)

Mailing Address: General Manager/Portal Manager



301 S 13, Suite 301  
Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

12) **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.

13) **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).

14) **ELECTRONIC SERVICES FOR PAYMENT PROCESSING** (if applicable)

a) **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.

b) **SWIPE HARDWARE PROVISION AND SUPPORT**

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) **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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

- iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.
- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager's bank account. Political subdivision 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.
  - iii) 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.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the

Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

- v) Credit Card Chargebacks – 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, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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

20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

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

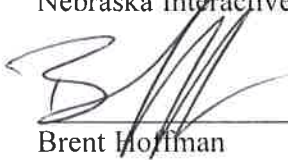
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.

- d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.
- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

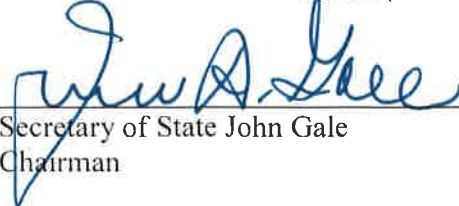
Nebraska Interactive, LLC (Manager)

Cass County Rural Water District #1

  
Brent Hoffman  
General Manager  
Date 10/25/18

  
Board Chairman  
Dale Uhe  
Date 10.15.2018

Nebraska State Records Board (NSRB)

  
Secretary of State John Gale  
Chairman  
Date 10/31/18

**Electronic Government Service Level Agreement  
with  
City of Fort Calhoun, 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 the City of Fort Calhoun, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
  - 4) 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.
  - 5) 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/>
  - 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
  - 7) 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: City of Fort Calhoun  
110 South 14<sup>th</sup> Street  
Fort Calhoun, NE 68023  
Phone: 402-468-5303  
Fax: 402-468-5399  
Email: [clerk@fortcalhoun.org](mailto:clerk@fortcalhoun.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) 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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) 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.

viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) 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.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.

16) 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.

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

18) 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.

19) 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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

City of Fort Calhoun, Nebraska

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

10/1/18  
Date

  
\_\_\_\_\_  
Mitch Robinson  
Mayor

28 AUG 18  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

10/11/18  
Date

**Electronic Government Service Level Agreement  
with  
Nebraska Board of Examiners for Land Surveyors**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Nebraska Board of Examiners for Land Surveyors, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) **CHANGES IN PORTAL** – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) **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.
- 5) **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/>
- 6) **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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) **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: Nebraska Board of Examiners for Land Surveyors  
555 N Cotner Blvd  
Lincoln, NE 68505  
Phone: 402-471-2566  
Fax:  
Email:

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii) Supply reports to the Partner in an understandable and logical format; and
  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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

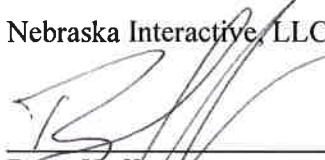
- 20) **APPLICATION ENGINE TERMS** – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) **GOV2GO TERMS** – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) **Partner Intellectual Property** – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

11/19/18  
Date

Nebraska Board of Examiners for Land Surveyors

  
\_\_\_\_\_  
James Hawks  
Chairperson

11/15/18  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

11/20/18  
Date

**Electronic Government Service Level Agreement  
with  
Lower Big Blue Natural Resources District**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and Lower Big Blue Natural Resources District, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Lower Big Blue Natural Resources District  
805 Dorsey Street/P.O. Box 826  
Beatrice, NE 68310  
Phone: 402-228-3402  
Fax: 402-223-4441  
Email: [lbbnrd@lbbnrd.net](mailto:lbbnrd@lbbnrd.net)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

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- 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.

- 9) 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.

- 10) 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.

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

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14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
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  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
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  - iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
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disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

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  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
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- 16) 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.
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- 18) 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.
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  - c. An addendum to this Agreement
  - d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

9/5/18  
Date

Lower Big Blue Natural Resources District

  
\_\_\_\_\_  
Dave Clabaugh  
Manager

8-30-18  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

9/11/18  
Date

**Electronic Government Service Level Agreement  
with  
City of Neligh, 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 the City of Neligh, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: City of Neligh  
202 Main Street/P.O. Box 87  
Neligh, NE 68756  
Phone: 402-887-4066  
Fax:  
Email: [info@neligh.org](mailto:info@neligh.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii) Supply reports to the Partner in an understandable and logical format; and
  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) 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.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) Credit Card Chargebacks – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property


rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

City of Neligh, Nebraska

  
Brent Hoffman  
General Manager

10/25/18  
Date

  
Joe Hartz  
Mayor

10-16-18  
Date

Nebraska State Records Board (NSRB)

  
Secretary of State John Gale  
Chairman

10/31/18  
Date

**Electronic Government Service Level Agreement  
with  
City of Ord, 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 the City of Ord, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: City of Ord  
201 S. 17<sup>th</sup> Street  
Ord, NE 68862  
Phone: 308-728-5791  
Fax:  
Email: [skruml@ordne.org](mailto:skruml@ordne.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) 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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) 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.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) Credit Card Chargebacks – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property


rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

City of Ord, Nebraska

  
\_\_\_\_\_  
Brent Hoffman                      8/8/18  
General Manager                      Date

  
\_\_\_\_\_  
Roger Goldfish                      8-15-18  
Mayor                                      Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale                      9/18/18  
Chairman                                      Date

**Electronic Government Service Level Agreement  
with  
Nebraska State Racing Commission**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Nebraska State Racing Commission, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Nebraska State Racing Commission  
5903 Walker Avenue  
Lincoln, NE 68507  
Phone: 402-471-4155  
Fax:  
Email: [tom.sage@nebraska.gov](mailto:tom.sage@nebraska.gov)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii) Supply reports to the Partner in an understandable and logical format; and
  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
- i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 19) 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


- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.


- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

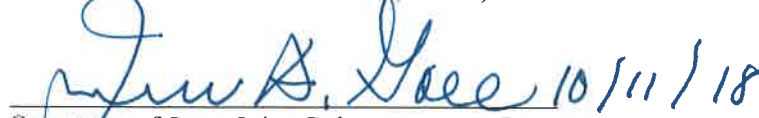
Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman      10/4/18      Date  
General Manager

Nebraska State Racing Commission

  
\_\_\_\_\_  
Thomas J. Sage      9-26-18      Date  
Director

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale      10/11/18      Date  
Chairman

**Electronic Government Service Level Agreement  
with  
City of Sargent, 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 the City of Sargent, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: City of Sargent  
106 N. 2<sup>nd</sup> Street  
Sargent, NE 68874  
Phone: 308-527-4200  
Fax: 308-527-3745  
Email: [cityofsargent@nctc.net](mailto:cityofsargent@nctc.net)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
  - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) 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.
- c) 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:
  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii) Supply reports to the Partner in an understandable and logical format; and
  - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) 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.
  - viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) 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.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
- 
- 19) 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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

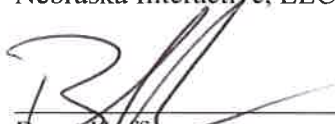
rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

City of Sargent, Nebraska

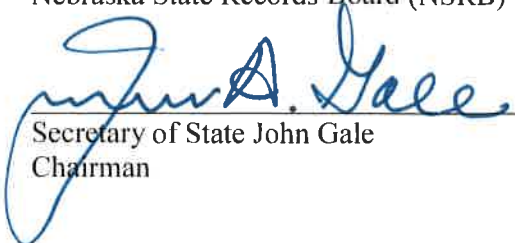
  
\_\_\_\_\_  
Brent Hoffinan  
General Manager

10/11/18  
Date

  
\_\_\_\_\_  
Mick Kozeal  
Mayor

9-10-2018  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

10/11/18  
Date

**Electronic Government Service Level Agreement  
with  
Thayer 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 Thayer County, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) 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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: Thayer County  
225 N. 4<sup>th</sup> Street  
Hebron, NE 68370  
Phone: 402-353-3475  
Fax:  
Email: [dave.bruning@thayercountyne.gov](mailto:dave.bruning@thayercountyne.gov)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

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13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments 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.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.
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  - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
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- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
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  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
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disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

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  - vii) 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.
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- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.
- 16) 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.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) 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.
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- a. Any amendments to the Master Contract
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  - c. An addendum to this Agreement
  - d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

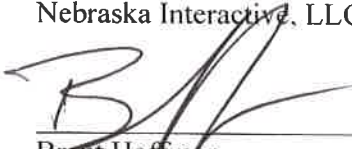
rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

Thayer County, Nebraska

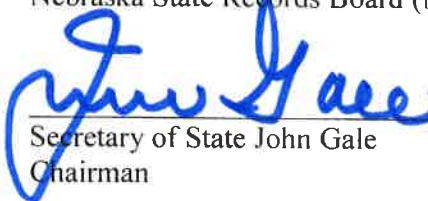
  
 \_\_\_\_\_  
 Brent Hoffman  
 General Manager

9/5/18  
Date

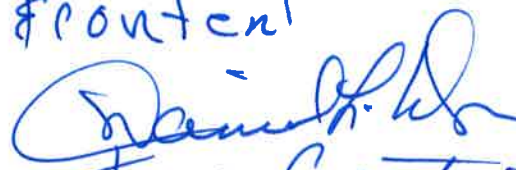
  
 \_\_\_\_\_  
 Dave Bruning  
 Board Chairman

8-29-18  
Date

Nebraska State Records Board (NSRB)

  
 \_\_\_\_\_  
 Secretary of State John Gale  
 Chairman

9/11/18  
Date

Approved as to form  
 & content  
  
 Thayer County Attorney  
 8/20/2018

**Electronic Government Service Level Agreement  
with  
City of Tilden, 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 the City of Tilden, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”), and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section OO of Addendum One of the Master Contract. 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. 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.
- 7) 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: City of Tilden  
308 W. 2<sup>nd</sup> Street/P.O. Box 37  
Tilden, NE 68781  
Phone: 402-368-2232  
Fax: 402-368-9971  
Email: [tildencityclerk2@gmail.com](mailto:tildencityclerk2@gmail.com)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) 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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision 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.
  - iii) **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.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) 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.

viii) 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 Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) 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.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.

16) 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.

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

18) 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.

19) 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


- 20) **APPLICATION ENGINE TERMS** – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) **GOV2GO TERMS** – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) **Partner Intellectual Property** – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) **Manager Intellectual Property** – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
  
- f) **Ownership of Data** – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

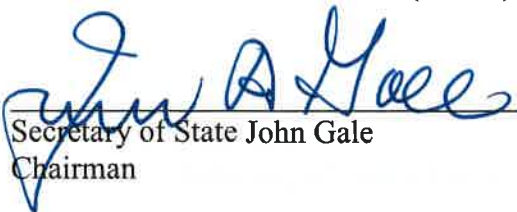
9/11/18  
\_\_\_\_\_  
Date

City of Tilden, Nebraska

  
\_\_\_\_\_  
Leo Botsford  
Mayor

\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

9/18/18  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Wheeler 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 Wheeler County, Nebraska, a state governmental entity or political subdivision of Nebraska ("Partner") and memorializes modifications to the Master Contract effective April 1, 2016.

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

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

WHEREAS, Manager desires to extend Master Contract 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 provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **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.
- 3) CHANGES IN PORTAL - Both parties will provide thirty (30) days written notice of any planned, material changes in Portal 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.
- 4) 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.
- 5) 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/>
- 6) 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 and treated as described in Section 00 of Addendum One of the Master Contract. 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. 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.
- 7) 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: Wheeler County  
P.O. Box 127/301 Third Street  
Bartlett, NE 68622  
Phone: 308-654-3235  
Fax: 308-654-3176  
Email: [clerk@wheeler.nacone.org](mailto:clerk@wheeler.nacone.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301



Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) 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.

- 9) 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.

- 10) 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.

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

- 12) 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.

13) 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).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. 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.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) 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.

c) 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:

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

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

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) ONLINE CARD SECURITY - To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES - Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor - Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor - If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager's bank account. Political subdivision 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.
  - iii) 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.
  - iv) Refunds - Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) Credit Card Chargebacks - 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, chargeback will be deducted from a future Partner

disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

vi) Check Returns - Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) 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.

viii) 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 Addendum 2 Section IV, Y.1(c) - CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) 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.

15) EXISTING SERVICES - All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract 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.

16) 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.

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

18) 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.

19) 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

- 20) APPLICATION ENGINE TERMS - The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS - If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager's services hereunder, the following terms apply.
- a) "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner's designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property - All intellectual property developed by or provided by Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property - All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Manager Intellectual Property") shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager's performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data- Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC (Manager)

Wheeler County, Nebraska

  
\_\_\_\_\_  
Brent Hoffman  
General Manager

9/5/18  
Date

  
\_\_\_\_\_  
Board Chairman

t-211  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

9/14/18  
Date

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

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

<b><u>New PayPort Addenda</u></b>		<b><u>NSRB Chairman Signature</u></b>
Bellevue, City of	Addendum 1 (Revised)	09/11/2018
Blaine County Treasurer	Addendum 1 (Revised)	10/31/2018
Butler County Treasurer	Addendum 2 (Revised)	09/18/2018
Cass County Water District #1	Addendum 1	10/31/2018
Fort Calhoun, City of	Addendum 1 (Revised)	10/11/2018
Land Surveyors, Board of Examiner	Addendum 1	11/26/2018
Lower Big Blue NRD	Addendum 1	09/11/2018
Neligh, City of	Addendum 1 (Revised)	10/31/2018
Ord, City of	Addendum 1 (Revised)	09/18/2018
Sargent, City of	Addendum 1 (Revised)	10/11/2018
Thayer County Treasurer	Addendum 1 (Revised)	09/11/2018
Wheeler County Treasurer	Addendum 1 (Revised)	09/11/2018

**Summary**  
**Nebraska City and County Government**  
**Blanket Addendum**

**Project:** PayPort

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

**Current Process:**

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

**Project Overview/Proposal:**

New users since the last meeting include:

- Bellevue, City of
- Blaine County Treasurer
- Butler County Treasurer
- Cass County Water District #1
- Fort Calhoun, City of
- Land Surveyor, Board of Examiners
- Lower Big Blue NRD
- Neligh, City of
- Ord, City of
- Sargent, City of
- Thayer County Treasurer
- Wheeler County Treasurer

**Market Potential/Target Audience:**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the 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. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the City of Bellevue, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Bellevue, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

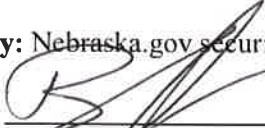
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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


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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 10 swipe devices of MagTek DynaPad and 3 swipe devices of First Data FD40
- Not applicable


**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 9/5/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 9/11/18

By:   
 Mayor – Rita Sanders  
 City of Bellevue, Nebraska

Date: 8/27/18

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Blaine County, 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. Blaine County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the Blaine County Treasurer’s Office  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Blaine County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

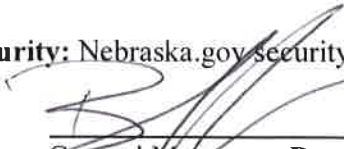
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40 Clover
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 10/18/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 10/31/18

By:   
 Treasurer – Ann Marie Shinn  
 Blaine County, Nebraska

Date: 9-26-18

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

This revised Addendum Two to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Butler County, 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. Butler County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum Two replaces and supersedes the prior Addendum Two.

**Project:** PayPort for the Butler County Treasurer’s Office  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Butler County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

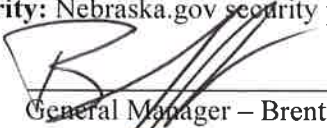
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 3 swipe devices of First Data FD40
- Not applicable

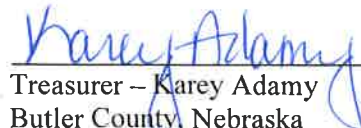
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 9/11/18

By:   
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: 9/18/18

By:   
Treasurer – Karey Adamy  
Butler County, Nebraska

Date: 8/24/2018

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Cass County Rural Water District #1,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Cass County Rural Water District #1 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. Cass County Rural Water District #1 has authority to assess and collect the fees described herein.

**Project:** PayPort for Cass County Rural Water District #1

**Revenue Type:** Instant Access

**Implementation:** 2018

Service	Cass County Rural Water District #1 Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

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

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD-40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  Date: 10/25/18  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

By:  Date: 10/31/18  
Chairman – Secretary of State John Gale  
Nebraska State Records Board

By:  Date: 10-15-2018  
Board Chairman – Dale Uhe  
Cass County Rural Water District #1

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Fort Calhoun, 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 Fort Calhoun, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the City of Fort Calhoun, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Fort Calhoun, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

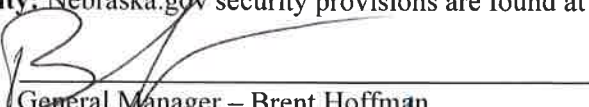
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

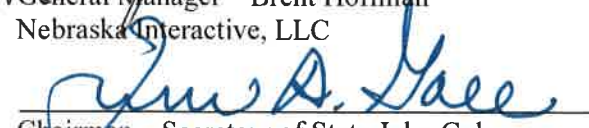
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

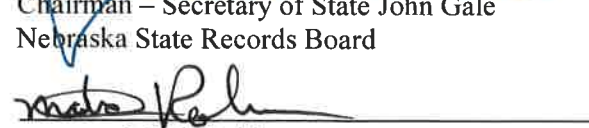
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  \_\_\_\_\_ Date: 10/11/18  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

By:  \_\_\_\_\_ Date: 10/11/18  
Chairman – Secretary of State John Gale  
Nebraska State Records Board

By:  \_\_\_\_\_ Date: 20AUG18  
Mayor – Mitch Robinson  
City of Fort Calhoun, Nebraska

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Board of Examiners for Land Surveyors,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Board of Examiners for Land Surveyors 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 Board of Examiners for Land Surveyors has authority to assess and collect the fees described herein.

**Project:** PayPort for the Nebraska Board of Examiners for Land Surveyors  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Nebraska Board of Examiners for Land Surveyors Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

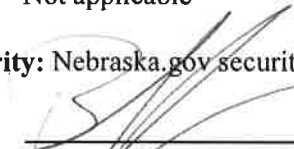
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

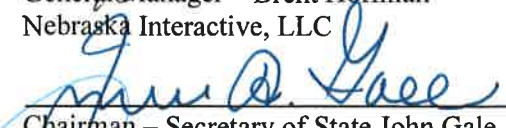
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of MagTek DynaPad
- Not applicable

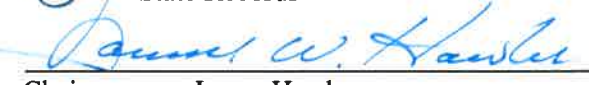
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 11/20/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 11/26/18

By:   
 Chairperson – James Hawks  
 Nebraska Board of Examiners for Land Surveyors

Date: 11/15/18

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Lower Big Blue Natural Resources District,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Lower Big Blue Natural Resources District 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. Lower Big Blue Natural Resources District has authority to assess and collect the fees described herein.

**Project:** PayPort for Lower Big Blue Natural Resources District  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Lower Big Blue Natural Resources District Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee


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

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD-40
- Not applicable


**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 9/30/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 9/11/18

By:   
 Manager – Dave Clabaugh  
 Lower Big Blue Natural Resources District

Date: 8-30-18



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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Neligh, 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 Neligh, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the City of Neligh, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Neligh, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

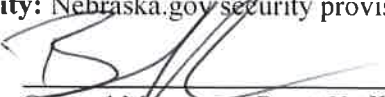
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

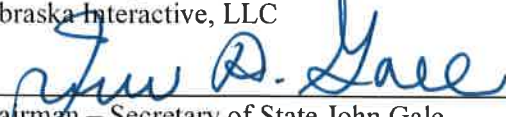
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 10/25/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 10/31/18

By:   
 Mayor – Joe Hartz  
 City of Neligh, Nebraska

Date: 10-16-2018

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Ord, 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 Ord, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the City of Ord, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Ord, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

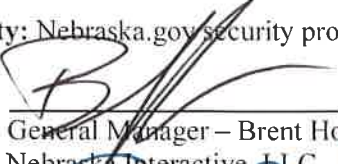
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

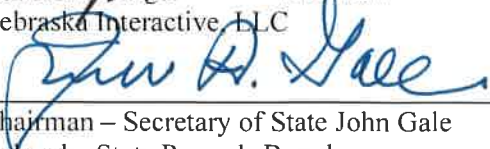
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 8/28/18

By:   
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: 9/18/18

By:   
Mayor – Roger Goldfish  
City of Ord, Nebraska

Date: 8-15-18

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Sargent, 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 Sargent, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the City of Sargent, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Sargent, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee


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

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


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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

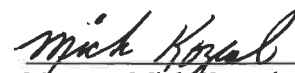
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 10/11/18

By:   
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: 10/11/18

By:   
Mayor – Mick Kozeal  
City of Sargent, Nebraska

Date: 9-10-2018

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Thayer County, 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. Thayer County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project: PayPort** for Thayer County Treasurer’s Office, Nebraska  
**Revenue Type: Instant Access**  
**Implementation: 2018**

Service	Thayer County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

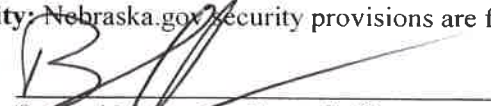
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

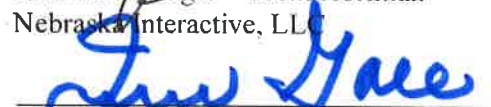
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe devices of First Data FD40
- Not applicable


**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 9/5/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 9/10/18

By:   
 Treasurer – Karen Prellwitz  
 Thayer County, Nebraska

Date: 8-29-18

*Approved as to form  
 & Content  
 Wanda L. Thayer County Attorney 9/20/2018*

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Wheeler County, 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. Wheeler County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for the Wheeler County Treasurer’s Office  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Wheeler County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

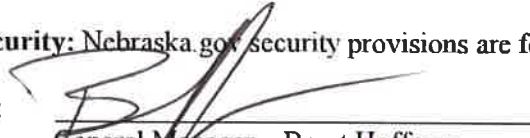
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

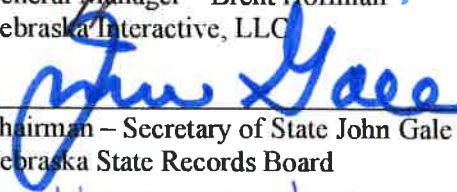
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable


**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 9/5/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 9/11/18

By:   
 Treasurer – Heidi Wid  
 Wheeler County, Nebraska

Date: 8-28-18

**Summary List**  
**Real Estate Tax Payments Addenda**

Nebraska.gov submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are for the Real Estate Tax Payments online service provided by Nebraska.gov, and use the approved template. No action necessary.

**New Real Estate Tax  
Payment Addenda**

**NSRB Chairman  
Signature**

Butler County Treasurer

Addendum 1 (Revised)

09/18/2018

**Summary  
Nebraska County Government  
Blanket Addendum**

**Project:** Real Estate Tax Payments

This addendum covers all fees related to the collection of fees for Real Estate Tax Payments.

**Current Process:**

Real Estate Tax Payment is an online service that was developed and has been in use only by county government offices. Since this service was built so additional county treasurer's offices can be added at any time, a blanket addendum was approved by the Nebraska State Records Board.

**Project Overview/Proposal:**

New users since the last meeting include:

- Butler County Treasurer

**Market Potential/Target Audience:**

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

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

This is a service fee that is unique, in that other vendors are offering ways to collect online payments. In order to be competitive, we set a rate of 2.49% for credit cards, \$3.00 for Electronic Check and \$2.95 for PIN Debit. A blanket addendum was approved by the Nebraska State Records Board.

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

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

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

The service continues to expand and offer new options. This involves continued development, testing and training. Customer service is always provided to the users. The expected rate is not able to be estimated at this time. There are always fees that will be incurred with operating the online service.

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

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

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

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

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

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Butler County, 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. Butler County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum Two replaces and supersedes the prior Addendum One.

**Project: Real Estate Tax Payments** for the Butler County Treasurer’s Office  
**Revenue Type: Instant Access**  
**Implementation: 2018**

Service	Butler County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Real Estate Tax Payments (Electronic Check)	Full statutory/assessed fee charged by Partner	\$ 3.00	10% of Nebraska.gov Portal Fee
Real Estate Tax Payments (Credit Card)	Full statutory/assessed fee charged by Partner	2.49 %	10% of Nebraska.gov Portal Fee
Real Estate Tax (PIN Debit)	Full statutory/assessed fee charged by Partner	\$ 2.95	10% of Nebraska.gov Portal Fee

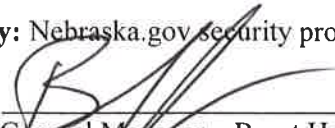
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

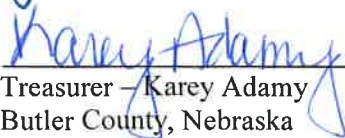
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 9/11/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 9/18/18

By:   
 Treasurer – Karey Adamy  
 Butler County, Nebraska

Date: 8/24/2018



**Summary List  
Citizen Payment  
Processing**

**Addendums to Electronic Government Service Level Agreement (EGSLA)**

Nebraska.gov submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are Addendums to EGSLAs for online services provided by Nebraska.gov and use the approved template. No action necessary.

**NEW Citizen Payment Processing**

**NSRB Chairman  
Signature**

Tilden, City of

Addendum 1

09/18/2018

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

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Tilden, 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. This agreement provides the authority to assess and collect the fees described herein.

**Project: Utility Citizen Payment Processing** for the City of Tilden, Nebraska  
**Revenue Type: Instant Access**  
**Implementation: 2018**

Service	City of Tilden, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Utility Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	10% of Nebraska.gov Portal Fee
Utility Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	10% of Nebraska.gov Portal Fee
Utility Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

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

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  \_\_\_\_\_ Date: 9 11 18  
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

By:  \_\_\_\_\_ Date: 9-18-18  
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

By:  \_\_\_\_\_ Date: 9-11-18  
 Mayor – Leo Botsford  
 City of Tilden, Nebraska

## **Summary List Statement of Work**

Nebraska.gov submits these signed Statement of Works (SOW) to the Board. The agreements are Time and Materials services provided by the Portal and use the approved template. No action is necessary.

<b><u>NEW STATEMENT OF WORK</u></b>		<b><u>NSRB Chairman Signature</u></b>
Landscape & Architects, Board of	Meadowlark Website	11/26/2018
Power Review Board	Amendment 1	09/25/2018
Public Accountancy, Board of	CPA License Permit	12/04/2018
Public Service Commission	Remittance System PiD3	12/04/2018
Revenue, Department of	Meadowlark Website	11/26/2018



## Statement of Work

200093 - 1

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### New Nebraska State Board of Landscape Architects Meadowlark Website

### Nebraska State Board of Landscape Architects (NSBLA)

Manager: Nebraska Interactive, LLC

Project Manager: David Clang

Date: 8/4/2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

## 1 Introduction

### Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

#### Executive Sponsor:

**General Manager, Brent Hoffman**

#### Support Contact Information:

**Email:** [ne-support@nicusa.com](mailto:ne-support@nicusa.com)

**Phone:** 402-471-7810

**Fax:** 402-471-7817

### Partner Information

The Board protects the life, health, and property of the citizens of Nebraska by ensuring the licensure of individuals who practice the profession of landscape architecture and present themselves as Landscape Architects within the State. The use of the title "Landscape Architect" and the practice of the profession of Landscape Architecture are regulated within the state of Nebraska by Neb. Rev. Stat. 81-8,184 to 81-8,208 (the Professional Landscape Architects Act) and Title 231, Nebraska Administrative Code, the rules and regulations of the State Board of Landscape Architects.

The Nebraska State Board of Landscape Architects launched their website in 2013. It is currently managed using Dreamweaver software. The Meadowlark Website offered under this agreement is a Content Management System that would replace the current website and include mobile responsiveness, an updated search feature, user-friendly front-end management and an updated design.

#### Partner Executive Sponsor

Jean Lais

402-471-2407

[jean.lais@nebraska.gov](mailto:jean.lais@nebraska.gov)

#### Partner Project Manager Contact

Jean Lais

402-471-2407

[jean.lais@nebraska.gov](mailto:jean.lais@nebraska.gov)

#### Partner Billing Contact

Jean Lais

402-471-2407

[jean.lais@nebraska.gov](mailto:jean.lais@nebraska.gov)

## 2 Project Overview

### 2.1 Objectives

Nebraska Interactive will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the Partner to manage and maintain the website.

### 2.2 Scope

#### 2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be <https://nsbla.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
  - Custom website permissions to allow website managers varying roles
  - Built-in calendar
  - Press release feed and built-in archive
  - Easy to use WYSIWYG site editor
  - Simple file and image upload tools
  - Gallery and/or slider
  - Google Translate to translate text on website
  - Monthly Google Analytics Reports
  - Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 30 hours
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

#### 2.2.2 Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.

- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.

## 2.3 Terminology

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

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

## 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.  
The NSRB will allow NI creative freedom to minimize time invested
- 2.4.9 See section 2.2 for full project scope.

## 2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff



- 2.5.3 Change(s) in project scope  
Nebraska Interactive availability

## 2.6 Milestones

- 2.6.1 Target completion date: November 2018

### 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "[Project Team](#)" will be responsible for executing the testing plan in accordance with these requirements.

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

## 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

### 4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

### 4.2 SOW Representatives and Notices

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

Mailing address: Jean Lais - Nebraska State Board of Landscape Architects  
P.O. Box 95165  
Lincoln, NE 68509  
Phone: 402-471-2407  
Fax: 402-471-0787  
Email: jean.lais@nebraska.gov

Mailing Address: General Manager/Network Manager  
1135 M Street, Suite 220  
Lincoln, NE 68508  
Phone: 402-471-7810  
Fax: 402-471-7817  
Email: ne-general-manager@nicusa.com

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

#### 4.3 Termination of SOW

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

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

#### 4.4 Term of SOW

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

#### 4.5 Relationship of Parties

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

#### 4.6 Changes, Modifications or Amendments

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

#### 4.7 Entire Agreement

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

#### 4.8 Governing Law

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

#### 4.9 Severability

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

#### 4.10 Order of Precedence

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

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

## 5 Invoicing and Payment

	Project Type	Hours Estimate	Rate	Cost Estimate
1	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	30 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$2,400.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$480.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i>  Billed on the anniversary date of website launch.
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

**6 Signatures**

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

Nebraska Interactive, LLC  
Authorized Party

Brent A Hoffman  
\_\_\_\_\_  
Print Name

*Brent A Hoffman*  
\_\_\_\_\_  
Signature

10/25/18  
\_\_\_\_\_  
Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

JOHN A. GALE  
\_\_\_\_\_  
Print Name

*John A. Gale*  
\_\_\_\_\_  
Signature

11/26/18  
\_\_\_\_\_  
Date

Nebraska State Board of Landscape Architects  
Authorized Party

Jean Lais  
\_\_\_\_\_  
Print Name

*Jean Lais*  
\_\_\_\_\_  
Signature

11/5/18  
\_\_\_\_\_  
Date



**AMENDMENT NO. 1  
TO  
NEW NEBRASKA POWER REVIEW BOARD MEADOWLARK WEBSITE  
STATEMENT OF WORK**

This Amendment No. 1 (“Amendment 1”) to the New Nebraska Power Review Board Website Statement of Work, 200085 - 2 dated 07/27/2017 (“SOW”) is entered into by and among the Nebraska Power Review Board, the Nebraska State Records Board and Nebraska Interactive, LLC (collectively, the “Parties”), effective as of the date of execution of all parties below.

Recitals

**WHEREAS**, the SOW was issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board (“NSRB”) and Nebraska Interactive, LLC (“the Master Contract”) (Contract Number 69584 04 dated April 1, 2016); and

**WHEREAS**, the Parties wish to modify the SOW as described herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby amend the SOW as follows:

- Nebraska Power Review Board will be billed for the following work defined below:



1. Nebraska Interactive created 3 initial logo concepts for the Nebraska Power Review Board.

- 2 revisions were included
- The final PDF, EPS, PNG and JPEG logo files were sent to Nebraska Power Review Board.
- The design and creation of the new logo took 20 hours.

Description	Hours	Rate	Cost
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	55.5 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$4,440 <i>One-time fee</i>
Custom Logo Design	20 hours	\$80.00	\$1,600 <i>One-time fee</i>
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$888 /year <i>(20% of total time and materials fees paid from row 1 above)</i>  Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	\$80.00 billed by the quarter hour	Per Request
NI Discount of 25% (Website Project Hours)	18.5 hours	\$0	\$0
<b>Total</b>	<b>75.5 hours</b>	<b>\$80.00</b>	<b>\$6,040</b>

This Amendment 1 may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same amendment. All other terms and conditions of the original SOW shall remain the same as if set forth herein.

IN WITNESS WHEREOF, the parties, having read and understood the foregoing sections of this Amendment 1, expressly agree to these terms and conditions set forth herein as evidenced by their respective dated signatures below:

Nebraska Interactive, LLC  
Authorized Party

Brent A Hoffman

Print Name



Signature

8/17/18

Date

Nebraska State Records Board  
Authorized Party  
Secretary of State John Gale,  
Chairman

John A. Gale

Print Name



Signature

9/25/18

Date

Nebraska Power Review Board  
Authorized Party

Timothy J. Texel

Print Name



Signature

9/11/18

Date



# **BPA CPA License Permit Application - Statement of Work**

## **Nebraska Interactive**

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Toll-Free: 800-747-8177

Fax: 402-471-7817

[www.nebraska-interactive.com](http://www.nebraska-interactive.com)

Date:

Nov 07, 2018

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## Statement of Work 200009-2

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## CPA License Permit Applications - PiD 378, 319, 379

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## **Board of Public Accountancy**

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Nebraska Interactive, LLC

Project Manager: Jane Rihanek

Effective Date: 11/7/2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

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  - 5 Invoicing and Payment
    - 5.1 Rate(s) (Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract)
  - 6 Signatures

## 1 Introduction

### Nebraska Interactive Information

**Executive Sponsor**

**General Manager, Brent Hoffman**

**Support Contact Information:**

**Email:** [ne-support@nicusa.com](mailto:ne-support@nicusa.com)

**Phone:** 402-471-7810

**Fax:** 402-471-7817

**Nebraska Interactive Description**

Because of our 20+ year history with the State, Nebraska Interactive is also referred to as Nebraska.gov, NI, NOL, Nebrask@Online, Portal, Portal Manager, Manager, and Network Manager.



## Partner Information

### **Nebraska Board of Public Accountancy (BPA)**

P.O. Box 94725

Lincoln, NE

### **Partner Description**

To protect the welfare of the citizens of the State of Nebraska by assuring the competency of persons licensed as Certified Public Accountants (CPAs). The Board, according to the provisions of the Public Accountancy Act, assures the competency of CPAs through examination, certification, licensure, registration, continuing professional education, quality review, and investigation/enforcement of standards.

### **Executive Sponsor**

**Executive Director - Dan Sweetwood**

**Email:** [dan.sweetwood@nebraska.gov](mailto:dan.sweetwood@nebraska.gov)

**Phone:** 402-471-3595

**Fax:** 402-471-4484

### **Project Manager**

**Administrator - Kristen Vanwinkle**

**Email:** [kristen.vanwinkle@nebraska.gov](mailto:kristen.vanwinkle@nebraska.gov)

**Phone:** 402-471-3595

**Fax:** 402-471-4484

### **Billing Contact**

**Administrator - Kristen Vanwinkle**

**Email:** [kristen.vanwinkle@nebraska.gov](mailto:kristen.vanwinkle@nebraska.gov)

**Phone:** 402-471-3595

**Fax:** 402-471-4484

## 2 Project Information

### 2.1 Objectives

The purpose of this project is to provide an online option for users to apply for and submit the Application for CPA Certificate Issuance, Application for Initial Permit to Practice as a CPA, and Reciprocal CPA Certificate Application electronically. The user will be required to provide specific information for each type of application. This will include contact, employer, and education information as well as uploading any required documentation necessary. The user will be required to submit payment for those applications that have an agency fee. BPA will also have access to an administrative interface to run reports and export data.

## 2.2 Scope

### 2.2.1 Inclusions

#### 2.2.1.1 Authentication Requirements

2.2.1.1.1 Authentication credentials will be required for login to the administrative interface.

- NI will provide Partner a link to sign up for a NIC ID.
- Select 'Sign up now'
- Enter email address and select 'Send verification code'
- Check email for the code
- Enter the verification code and select 'Verify code'
- Create new password, confirm password and enter First, Last name and desired Display Name. Then select "Create"

#### 2.2.1.2 User Interface Requirements

2.2.1.2.1 The user will need to have access to the internet with current and supported browser versions.

2.2.1.2.2 The applications will allow for the input of the following data:

##### Personal Contact Information

- Social Security Number (full number will be entered, but only last 4 will be displayed)
- Date of Birth
- Employer Information
- Education Information
- Attestation
- Documentation Upload

### 2.2.1.3 Payment Collection Method

2.2.1.3.1 The application will use the Nebraska Interactive Common Checkout Page for payment processing.

2.2.1.3.2 Payment can be made by credit/debit card or ACH (electronic check).

### 2.2.1.4 Administrative Interface Requirements

2.2.1.4.1 An Administrative Interface will be provided for BPA staff to run reports and export data.

### 2.2.1.5 Data Delivery Method

2.2.1.5.1 No data delivery is required for this service.

## 2.3 Terminology

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

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

2.3.2 Should -

2.3.2.1 The desired function or referenced object may create a favorable environment if achieved but is not required.

2.3.2.2 An opinion based on the assumptions made by the creator of the function or referenced object.

2.3.3 Credentials - The required security information to access the application

2.3.4 User - Any member of the general public

2.3.5 Data Store - An organized collection of information

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

2.3.7 Administrator - Staff member of Nebraska Interactive

## 2.4 Assumptions

2.4.1 Partner Director or Head approves of the project and is prepared to provide feedback and input when needed.

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

2.4.3 Partner will provide Nebraska Interactive with the requirements.

2.4.4 Partner will provide Nebraska Interactive with a flow chart or diagram of both business process and expected application workflow.

2.4.5 Partner will provide Nebraska Interactive with content; language and text.

2.4.6 Nebraska Interactive will communicate the total of hours spent to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.7 Nebraska Interactive will communicate next steps in the bi-weekly project status reports sent via email to key stakeholders.

2.4.8 Nebraska Interactive and Partner must agree on a scheduled launch date.

## 2.5 Constraints

2.5.1 Partner/Partner workload

2.5.2 Change(s) in staff

2.5.3 Change(s) in project scope

## 2.6 Milestones

2.6.1 Concept Phase

2.6.1.1 Concept Document

2.6.1.2 Concept Document - Signed by Partner, approval to commence Planning Phase

2.6.2 Planning Phase

2.6.2.1 Addendum (For Transaction Based or Time & Material services only)

2.6.2.2 Flow chart or diagram (business process and application workflow) - provided by Partner

2.6.2.3 Data Map

2.6.2.4 Prototype

2.6.2.5 Functional Specification

2.6.2.6 Functional Specification - Signed by Partner, approval to commence Development

2.6.3 Development Phase

2.6.3.1 Addenda (For Transaction Based services only)

2.6.4 Quality Assurance and Testing

2.6.4.1 Transaction Testing Addendum (For Transaction Based services only)

2.6.4.2 Test Plan

2.6.4.3 Test Plan - Completed by Partner, signed, approval to promote to  
Production

2.6.5 Rollout/Maintenance

### 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards. After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the Project Team will be responsible for executing the testing plan in accordance with these requirements. Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

### 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

#### 4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the control of Manager.

#### 4.2 SOW Representatives and Notices

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

Mailing Address: Dan Sweetwood, Executive Director

P.O. Box 94725

Lincoln, NE 68509

Phone: 402-471-3595

Fax: 402-471-4484

Mailing Address: General Manager/Network Manager

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

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

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

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

## 4.3 Termination of SOW

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

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

## 4.4 Term of SOW

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

## 4.5 Relationship of Parties

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

## 4.6 Changes, Modifications or Amendments

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

## 4.7 Entire Agreement

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

## 4.8 Governing Law

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

## 4.9 Severability

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

## 4.10 Order of Precedence

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

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

## 5 Invoicing and Payment

Project	Hours Estimate	Cost Estimate	Annual Maintenance Estimate
BPA CPA License Applications: <ul style="list-style-type: none"> <li>• Application for CPA Certificate Issuance</li> <li>• Application for Initial Permit to Practice as a CPA</li> <li>• Reciprocal CPA Certificate Application</li> </ul>	164	\$7,495	\$1,499

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

### 5.1 Rate(s) (Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract)

Description	Quantity	Unit of Measure	Unit Price	Extended Price
NI Discount of Project Hours	82.5	Hour	\$0	\$0
Management	.5	Hour	\$210	\$105
Developer	28	Hour	\$110	\$3,080
Senior Developer	0	Hour	\$140	\$0
Project Management	15	Hour	\$110	\$1,650
Senior Project Management	0	Hour	\$140	\$0



Description	Quantity	Unit of Measure	Unit Price	Extended Price
Support	38	Hour	\$70	\$2,660
Creative	0	Hour	\$80	\$0
Marketing	0	Hour	\$80	\$0
System Administrator	0	Hour	\$95	\$0
Senior System Administrator	0	Hour	\$120	\$0

Resource: <http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/69584%28o4%29awd.pdf>

## 6 Signatures

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

Nebraska Board of Public Accountancy, Authorized Party




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Dan Sweetwood, Executive Director

11/8/18

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Date

Nebraska Interactive, LLC, Authorized Party




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Brent Hoffman, General Manager

11/7/18

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Date

Nebraska State Records Board, Authorized Party




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Secretary of State John Gale, Chairman

12/4/18

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Date



# Nebraska Public Service Commission Remittance System Phase I - Statement of Work



## **Statement of Work 200014-1**

### **Nebraska Public Service Commission Remittance System PiD3**

### **Nebraska Public Service Commission**

Nebraska Interactive, LLC

Project Manager: Vanessa Zobeck

Effective Date: May 17, 2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

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## 1 Introduction

### Nebraska Interactive Information

#### Executive Sponsor

**General Manager, Brent Hoffman**

#### Support Contact Information:

**Email:** [ne-support@nicusa.com](mailto:ne-support@nicusa.com)

**Phone:** 402.471.7810

**Fax:** 402.471.7817

#### Nebraska Interactive Description

Because of our 20+ year history with the State, Nebraska Interactive is also referred to as Nebraska.gov, NI, NOL, Nebrask@Online, Portal, Portal Manager, Manager, and Network Manager.

## Partner Information

### Nebraska Public Service Commission

1200 N Street, Suite 300

Lincoln, NE

### Partner Description

The Nebraska Public Service Commission regulates telecommunications carriers, natural gas jurisdictional utilities, major oil pipelines, railroad safety, household goods movers and passenger carriers, grain warehouses and dealers, construction of manufactured and modular homes and recreational vehicles, high voltage electric transmission lines, and private water company rates. The commission also oversees and administers several statutorily created funds with specific legislative purposes and goals including the Nebraska Universal Service Fund, the 911 Service System Fund, and the Nebraska Telecommunications Relay System Fund.

### Executive Sponsor

**Executive Director, Mike Hybl**

**Email:** mike.hybl@nebraska.gov

**Phone:** 402-471-3101

### Billing Contact

**Finance and Budget Manager, Laurie Casados**

**Email:** laurie.casados@nebraska.gov

**Phone:** 402-471-3101

**Fax:** 402-471-0254

## 2 Project Information

### 2.1 Objectives

The Nebraska Public Service Commission (PSC) has asked Nebraska Interactive to create an online remittance system for the Nebraska Universal Service Fund (NUSF), 911 Service System Fund (911), and the Nebraska Telecommunications Relay System Fund (TRS). The application would replace and combine the existing multiple online remittance worksheets and one manual worksheet, allow telecommunications carriers to submit online payments, allow for the option to store payment information for future use, and provide secure credentialing through the Nebraska.gov subscriber service (Customer Data Base - CDB). Phase I will consist of user and administrative management. Phase II will consist of reporting and data import.

### 2.2 Scope

#### 2.2.1 Inclusions

##### 2.2.1.1 Administrative Interface

2.2.1.1.1 PSC will log in using CDB validation using a web access group to restrict access

2.2.1.1.2 PSC will manually add the CDB account code and the NE Code to the Carrier Account in the admin interface in order to link the CDB credentials with the application account

2.2.1.1.3 PSC will manually associate the filing type(s) (NUSF, TRS, or 911) to the carrier

2.2.1.1.4 PSC will manually assign the remittance frequency to the carrier per fund

2.2.1.1.5 PSC will have the ability to waive late fees and predetermine if a late fee can be waived by the user

2.2.1.1.6 PSC will have the ability to assign late fees and administrative fees to carriers and associate the fee to a specific fund and data period remittance

2.2.1.1.7 PSC will have the ability to assign an over or under payment as a credit/debt to a carrier, which will be associated to a specific fund and data period

2.2.1.1.8 PSC will have the ability to deactivate a carrier which will prevent the carrier from submitting worksheets

### **2.2.1.2 User/Carrier Interface**

2.2.1.2.1 The Carrier will be required to set up a Nebraska.gov subscriber account (CDB account) <https://www.nebraska.gov/apps-subscriber-form/>, if an account does not already exist

2.2.1.2.2 The Carrier will be required to have an ACH account set up as their preferred payment method

2.2.1.2.3 If a Carrier already has a CDB account and has a preferred payment method other than ACH, the carrier will either be required to

2.2.1.2.3.1 Modify their payment method

2.2.1.2.3.2 Create a new/separate account

2.2.1.2.4 The Carrier will log in using CDB validation

2.2.1.2.5 The Carrier will select the Data Period/Month/Year for filing

2.2.1.2.5.1 The system will allow the user to file original filings and revise filings previously filed within this application. Revisions of filings older than the launch of this application will be referred to the previous remittance system.

2.2.1.2.5.2 The system will provide the user the option to file an original NUSF, 911, or TRS (if an original filing has not already been submitted) and dependent on the funds enabled from the administrative interface

2.2.1.2.5.3 The Carrier will always submit a NUSF worksheet and will have the option to complete the 911 or TRS worksheets determined by the fund options enabled from the administrative interface

2.2.1.2.5.4 The Carrier will file their remittance worksheets based on monthly data. For example: if a carrier is filing quarterly, they will see one worksheet containing three columns for each month in a quarter

2.2.1.2.6 The Carrier will pay the remittance fee online using ACH Debit through Gov2GoPay or CCP

2.2.1.2.7 The Carrier will have the ability to pay late fees by filing a zero dollar worksheet even if they are no longer in service

2.2.1.2.8 The Carrier will have the ability to request a late fee waiver if one has never been granted

### **2.2.1.3 Authentication**

2.2.1.3.1 CDB will provide the user email to be stored in the administrative interface associated to the filing for the subscribed carriers

2.2.1.3.2 NI will notify PSC when a Carrier creates credentials in CDB and selects the PSC service

2.2.1.3.3 CDB will allow the carriers to create 10 user accounts per subscriber fee under their main account in order to log into the remittance system

### **2.2.1.4 Data Migration - Phase II**

2.2.1.4.1 PSC will provide data including:

2.2.1.4.1.1 Carriers that have received a late fee waiver

2.2.1.4.1.2 Carriers

### **2.2.1.5 System Functionality**

2.2.1.5.1 Late Fees

2.2.1.5.1.1 Late fees will be assigned and associated to each remittance in the admin interface and will be

charged the next time the user files for the related fund. The user will have the ability to pay late fees when filing for any fund.

2.2.1.5.1.2 The system will track a one-time waiver for late fees

2.2.1.5.2 Notifications

2.2.1.5.2.1 When a carrier submits an adjustment that will reduce their revenue by 10% or higher, the system will alert the carrier to contact the PSC but will allow remittance

2.2.1.5.3 Reports - Phase II

2.2.1.5.3.1 The system will provide ad hoc reporting on waived late fees by carrier

2.2.1.5.3.2 The system will provide ad hoc export for remittance data collected

2.2.1.5.3.3 The financial system, Transaction Payment Engine (TPE), will provide reports regarding the amounts collected

2.2.1.5.3.4 The system will provide a report to show submitted zero dollar worksheets

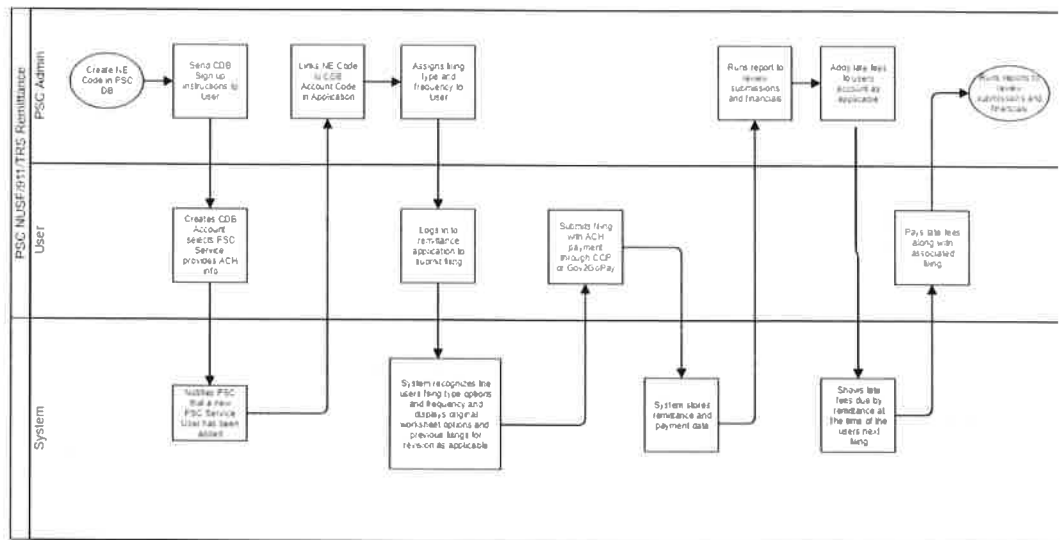
2.2.1.5.3.5 The system will provide a report showing which carriers have not paid by fund

2.2.1.5.4 Calculations

2.2.1.5.4.1 The system will calculate the amount owed based on the worksheet entry, assessed late fees, credits from over-payment, or debits from under-payment

2.2.1.5.4.3 When a carrier is deactivated in the application, if there is a credit on their account, the system will allow appropriate recording for accurate reconciliation

2.2.1.6 Future State Map



Phase I and Phase II Hours Estimates

	Task	Ne.Gov Est. of Hours
Concept/Planning Phase		
Concept		
	Meetings	22

	Concept Documents	28
<b>Planning</b>		
	Meetings	40
	Functional Specs	40
<b>Prototype</b>		50
<b>Development Phase - Remittance System</b>		
<b>Interface, General</b>		
	Overall flow/setup	30
	.5 per day per page prototype translation/designer	30
	Boilerplate (application manager, global messaging, Google Analytics)	15
<b>Interface, User</b>		
	NUSF Worksheet	30
	911 Worksheet	30
	TRS Worksheet	30
	CCP/Online Payment Integration	30
<b>Interface, Admin</b>		
	General (Admin Search, Carrier Administration, Admin Remittance View)	60
	Reporting	30
	Subscriber Form Changes	15
	Import Job	30
<b>Testing</b>		
	Development Testing	60
	<b>Testing &amp; QA</b>	93
	Management	62
	<b>Total Hours Phase I</b>	<b>460</b>
	<b>Total Hours Phase II</b>	<b>265</b>
<b>Grand Total Hours</b>		<b>725</b>

## 2.2.2 Exclusions

2.2.2.1 Online payment options will not include credit cards

2.2.2.2 Administrative fines will be moved to the proper school fund via E1 by Public Service Commission

2.2.2.3 The ability for the telecommunications provider to schedule a future date on their ACH will not be available

2.2.2.4 Telecommunications provider certification and NE Code creation will be retained at Public Service Commission

2.2.2.5 The application will not determine the filing frequency for the carrier

2.2.2.6 Existing carrier credits will not be migrated

2.2.2.7 Refunds to carriers will not be processed through the application

2.2.2.8 Revisions of filings older than the launch of this application will be referred to the previous remittance system



2.2.2.9 Historical remittance data will not be migrated as part of this initial project but will be migrated in a later phase

## 2.3 Terminology

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

- 2.3.1 **Must** - The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** -
  - 2.3.2.1 The desired function or referenced object may create a favorable environment if achieved but is not required.
  - 2.3.2.2 An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator**- staff member of Nebraska Interactive

## 2.4 Assumptions

- 2.4.1 Partner Director or Head approves of the project and is prepared to provide feedback and input when needed.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements.
- 2.4.4 Partner will provide Nebraska Interactive with a flow chart or diagram of both business process and expected application workflow
- 2.4.5 Partner will provide Nebraska Interactive with content; language and text.
- 2.4.6 Nebraska Interactive will communicate the total of hours spent to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive will communicate next steps in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.9 Carriers will be required to use the online remittance system to submit their payment via ACH.
- 2.4.10 Carriers will be required to log in using CDB authentication.
- 2.4.11 Nebraska Interactive will restrict access to the Administrative Interface to specific users.
- 2.4.12 All data will be maintained and stored on Nebraska Interactive servers and available only within the application.
- 2.4.13 Nebraska Public Service Commission will educate the Carriers on the new system and payment process.
- 2.4.14 Carriers have the option to store their ACH payment information using the Gov2GoPay service.
- 2.4.15 The Public Service Commission will perform data clean up and aggregation for NUSF changes prior to data migration
- 2.4.16 The Public Service Commission will merge the TRS code into the NE Code system prior to data migration
- 2.4.17 NUSF filings apply to all carriers
- 2.4.18 Filing frequencies and deadlines vary by fund and are as follows
  - 2.4.18.1 TRS is filed monthly, quarterly, or annually and has a due date 30 days following the end of the data period
  - 2.4.18.2 NUSF is filed monthly or quarterly and has a due date by the 15th of the month following the end of the data period
  - 2.4.18.3 911 is filed monthly and has a due date 60 days following the end of the data period
- 2.4.19 Every payment is submitted instantaneously; there are no automatic recurring payments
- 2.4.20 Phase II of this project will contain the following

#### 2.4.20.1 Administrative reporting to include

2.4.20.1.1 Total Amounts paid and assessed by data period, filtered by fund and period

2.4.20.1.2 Historical Amounts assessed by period and company, filtered by fund, period range, company

2.4.20.1.3 Missing/Late Worksheets/Payments to track who has not filed or paid, which companies paid late, when they paid, and if late fees were paid, and which period those late fees were assessed

2.4.20.1.4 Summary of companies that filed containing a count and percentage of late filers

2.4.20.1.5 Revisions Report that displays a list of revisions filed during the last period, containing a calculation that shows which revisions exceed 10% of originally reported remittance revenues

2.4.20.1.6 Variance Report that displays a list of all companies that have had revenues increase or decline more than x% of revenue (vet with developer but ask if the report can list the variance and the admin can filter in excel)

2.4.20.1.7 Revenue Adjustment Report that displays a list of all companies with a revenue adjustment and the previous revenue along with the difference in the two values

2.4.20.1.8 Quarterly report displaying companies that exceed a given revenue threshold over a period of time

#### 2.4.20.2 Remittance History data migration

2.4.21 Reporting financial data is based on the July through June fiscal year with quarterly reporting in October, January, April, and July

2.4.22 PSC will provide Nebraska Interactive with the surcharge amounts for each fund

## 2.5 Constraints/Out of Scope

2.5.1 Partner/Partner workload

2.5.2 Change(s) in staff

2.5.3 Change(s) in project scope

2.5.4 Refunds to carriers

2.5.5 CDB Subscriber fee

## 2.6 Milestones

### 2.6.1 Concept Phase

2.6.1.1 Scope of Work (SOW) Document

2.6.1.2 SOW - Signed by Partner, approval to commence Planning Phase

### 2.6.2 Planning Phase

2.6.2.1 Addendum (*For Transaction Based or Time & Material services only*)

2.6.2.2 Flow chart or diagram (business process and application workflow) - provided by Partner

2.6.2.3 Data Map

2.6.2.4 Prototype

2.6.2.5 Functional Specification

2.6.2.6 Functional Specification – Signed by Partner, approval to commence

## Development

### 2.6.3 Development Phase

2.6.3.1 Addenda (*For Transaction Based services only*)

### 2.6.4 Quality Assurance and Testing

2.6.4.1 Transaction Testing Addendum (*For Transaction Based services only*)

2.6.4.2 Test Plan

2.6.4.3 Test Plan – Completed by partner, signed, approval to promote to Production

### 2.6.5 Rollout/Maintenance

## 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

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

## 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

### 4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the control of Manager.

### 4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Public Service Commission, Director of Communications

1200 N Street, Suite 300

Lincoln, NE 68508

Phone: 402-471-3101

Fax: 402-471-0254

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

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

### **4.3 Termination of SOW**

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

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

### **4.4 Term of SOW**

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

### **4.5 Relationship of Parties**

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

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

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

### **4.7 Entire Agreement**

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

## 4.8 Governing Law

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

## 4.9 Severability

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

## 4.10 Order of Precedence

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

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

## 5 Invoicing and Payment

Project	Hours Estimate	Cost Estimate	Annual Maintenance Estimate
Nebraska Public Service Commission Nebraska Universal Service Fund Remittance System	460	\$50,000	\$15,758

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

### 5.1 Rate(s) (Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract)

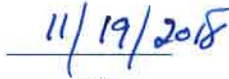
Description	Quantity	Unit of Measure	Unit Price	Extended Price
Management	0	Hour	\$210	\$0
Developer	250	Hour	\$110	27,500
Senior Developer	0	Hour	\$140	\$0
Project Management	150	Hour	\$110	\$16,500
Senior Project Management	20	Hour	\$140	\$2,800
Support	0	Hour	\$70	\$0
Creative	40	Hour	\$80	\$3,200
Marketing	0	Hour	\$80	\$0
System Administrator	0	Hour	\$95	\$0
Senior System Administrator	0	Hour	\$120	\$0

## 6 Signatures

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

**Nebraska Public Service Commission, Authorized Party**

  
\_\_\_\_\_  
Mike Hybl, Executive Director

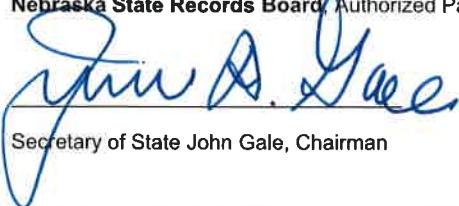
  
\_\_\_\_\_  
Date

**Nebraska Interactive, LLC., Authorized Party**

  
\_\_\_\_\_  
Brent Hoffman, General Manager

  
\_\_\_\_\_  
Date

**Nebraska State Records Board, Authorized Party**

  
\_\_\_\_\_  
Secretary of State John Gale, Chairman

  
\_\_\_\_\_  
Date

## Statement of Work

200013 - 1

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### New Nebraska Department of Revenue Meadowlark Website

#### Nebraska Department of Revenue (NDR)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 9/5/2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-04 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

## 1 Introduction

### Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

#### Executive Sponsor:

General Manager, Brent Hoffman

#### Support Contact Information:

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

Phone: 402-471-7810

Fax: 402-471-7817

## Partner Information

### Partner Description

The Nebraska Department of Revenue launched their current website 2001 and is currently managed using Dreamweaver software. The Meadowlark Website offered under this agreement is a Content Management System that would replace the current website and include mobile responsiveness, an updated search feature, user-friendly front end management and an updated design.

The Nebraska Department of Revenue mission is stated as: "Our mission is to serve the public by administering the state revenue laws with integrity, efficiency, and consistency."

### Partner Executive Sponsor

Christopher L. Ayotte

402-471-5888

[chris.ayotte@nebraska.gov](mailto:chris.ayotte@nebraska.gov)

### Partner Project Manager Contact

Chuck Long

402-471-5624

[chuck.long@nebraska.gov](mailto:chuck.long@nebraska.gov)

### Partner Billing Contact

Ron Gottula

402-471-5693

[rev.payable@nebraska.gov](mailto:rev.payable@nebraska.gov)



## 2 Project Overview

### 2.1 Objectives

Nebraska Interactive will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the Partner to manage and maintain the website.

### 2.2 Scope

#### 2.2.1

#### Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be <https://revenue.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
  - Custom website permissions to allow website managers varying roles
  - Built-in calendar
  - Press release feed and built-in archive
  - Easy to use WYSIWYG site editor
  - Simple file and image upload tools
  - Gallery and/or slider
  - Google Translate to translate text on website
  - Monthly Google Analytics Reports
  - Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 187 hours
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

#### 2.2.2

#### Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.

- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- Nebraska Interactive will not move or build any existing web applications or databases into the new Meadowlark website. This includes the following applications:
  - <https://www.nebraska.gov/revenue/sales/sales.cgi>
  - <http://www.nebraska.gov/revenue/fuels/licenses/>
  - <https://www.nebraska.gov/FuelTax/>

## 2.3 Terminology

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

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

## 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner and Nebraska Interactive key stakeholders will attend needed meetings, with reasonable notice, and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.  
The NSRB will allow NI creative freedom to minimize time invested
- 2.4.9 See section 2.2 for full project scope.
- 2.4.10 Partner will, at no cost, continue to add content as needed

## 2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff

- 2.5.3 Change(s) in project scope  
Nebraska Interactive availability

**2.6 Milestones**

- 2.6.1 Target completion date: December 01, 2018

### 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "[Project Team](#)" will be responsible for executing the testing plan in accordance with these requirements.

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

#### 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

##### 4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

##### 4.2 SOW Representatives and Notices

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

Mailing address: Chris Ayotte, Director of Operations and Information Technology –  
Nebraska Department of Revenue  
310 Centennial Mall South  
Lincoln, NE 68509  
Phone: 402-471-5888  
Email: [chris.ayotte@nebraska.gov](mailto:chris.ayotte@nebraska.gov)

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

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

#### 4.3 Termination of SOW

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

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

#### 4.4 Term of SOW

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

#### 4.5 Relationship of Parties

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

#### 4.6 Changes, Modifications or Amendments

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

#### 4.7 Entire Agreement

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

#### 4.8 Governing Law

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

#### 4.9 Severability

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

#### 4.10 Order of Precedence

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

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

**5 Invoicing and Payment**

	Project Type	Hours Estimate	Rate	Cost Estimate
<b>1</b>	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	187 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$14,960.00 <i>One-time fee</i>
<b>2</b>	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$2,992.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i>  Billed on the anniversary date of website launch.
<b>3</b>	Content Management Requests to Nebraska Interactive (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.



**6 Signatures**

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

Nebraska Interactive, LLC  
Authorized Party

*Brent A. Hoffman*  
\_\_\_\_\_  
Print Name

*B.A.H.* \_\_\_\_\_  
Signature  
*11/19/18*  
Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

*John A. Gale*  
\_\_\_\_\_  
Print Name

*John A. Gale* \_\_\_\_\_  
Signature  
*11/26/18*  
Date

Nebraska Department of Revenue  
Authorized Party

*Christopher L. Ayotte*  
\_\_\_\_\_  
Print Name

*Chris Ayotte* \_\_\_\_\_  
Signature  
*11-19-2018*  
Date

**Addendum Three to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Public Service Commission, and  
Nebraska State Records Board**

This Addendum Three to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Public Service Commission sets forth certain terms governing two specific Electronic 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 are set forth in a separate Addendum.

The follow terms and conditions related to the Application Engine and Gov2Go Electronic Services are hereby added to the EGSLA as Paragraphs 20 and 21:

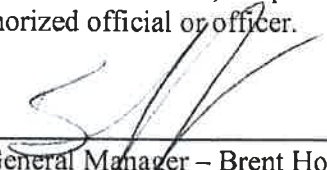
- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.

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

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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

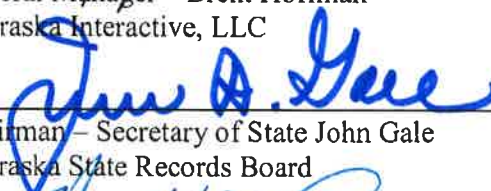
By:

  
\_\_\_\_\_  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date:

10/18/18

By:

  
\_\_\_\_\_  
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date:

11/13/18

By:

  
\_\_\_\_\_  
Executive Director – Mike Hybl  
Nebraska Public Service Commission

Date:

10/25/2018

**Addendum Five to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Board of Public Accountancy,  
and  
Nebraska State Records Board**

This Addendum Five to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Board of Public Accountancy 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 (Partner) has authority to assess and collect the fees described herein.

**Project:** CPA License Applications for Nebraska Board of Public Accountancy

**Revenue Type:** Instant Access

**Implementation:** 2018

Service	NE BPA Fee	Nebraska.gov Portal Fee	NSRB Share
Application for Initial Permit to Practice Electronic Check	Full statutory/assessed fee charged by Partner	\$5.00	10% of Nebraska.gov Portal Fee
Reciprocal CPA Certificate Application Electronic Check	Full statutory/assessed fee charged by Partner	\$5.00	10% of Nebraska.gov Portal Fee
Application for Initial Permit to Practice Credit Card	Full statutory/assessed fee charged by Partner	\$5.00	10% of Nebraska.gov Portal Fee
Reciprocal CPA Certificate Application Credit Card	Full statutory/assessed fee charged by Partner	\$5.00	10% of Nebraska.gov Portal Fee
Application for Initial Permit to Practice PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee
Reciprocal CPA Certificate Application PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

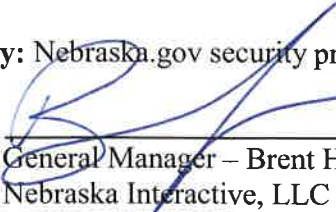
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable


**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 11/6/18

By: \_\_\_\_\_  
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: \_\_\_\_\_

By:   
Executive Director – Dan Sweetwood  
Nebraska Board of Public Accountancy

Date: 11/8/18

## Summary

### Nebraska Board of Public Accountancy

#### Addendum Five

#### **Project: Application for Initial Permit to Practice and Reciprocal CPA Certificate Application**

The purpose of this project is to provide an online option for users to apply for and submit the Application for Initial Permit to Practice as a CPA and Reciprocal CPA Certificate Application electronically. For the Initial Permit, user will be required to enter a Nebraska CPA Certificate number that has been assigned by Nebraska Board of Public Accountancy. The online process will allow users to update their contact information, upload any required documentation, and submit payment. For the Reciprocal Application, users will be required to provide contact, employer, education information, upload any required documentation, and submit payment. BPA will also have access to an administrative interface to run reports and export data.

#### **Current Process**

The current process consists of paper applications that must be mailed in along with the appropriate fee. Some forms need to be notarized and supplemental documentation be included with the application. Information from the applications is then entered manually into BPA's FoxPro system. If the Initial Permit application is approved, then a permit is issued and printed in FoxPro. The new permit holder is added to JoKel for CPE reporting and permit renewals.

#### **Project Overview/Proposal**

BPA's goal is to increase convenience for applicants. Many would like to submit their applications online and pay online. Accepting applications and payments online would speed up the licensing process as BPA would not be waiting on mail time. Accepting online payments would save time for staff during the deposit process since there would not be as many checks received in the office. It would also save money in postage as the office would not receive/return as many incomplete applications or incorrect fees. A goal of BPA is to become paperless. This would be a huge step in the direction of meeting that goal.

#### **Market Potential/Target Audience**

Each year, there are approximately 127 users who meet the criteria to apply for Initial Permit to Practice as a CPA. This number will continually change as new certificates are issued and current certificate holders become permit holders. For Reciprocal Applications, there are roughly 37 applications submitted each year. The market for this application type is for any applicant who is licensed in another state, but wants to obtain licensure in Nebraska.

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

The portal fee is calculated based upon anticipated project hours, adoption rates, ongoing project work & maintenance, as well as other factors as stated in NI's master contract #69584-04, Section IV.G.Pg 44:

1. The need to reward innovation and efficiency in Portal management.
2. A commitment to the public policy requirement to provide electronic access to public record or electronic transactions with the public at the most reasonable prices possible.
3. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.
4. The fact that some public records may already be provided electronically by the State.
5. The entrepreneurial and start-up nature of the business and attendant risk of capital for Contractor and the need for them to realize an acceptable rate of return.
6. The need to invest in expansion of and improvement in the Portal and its information services.
7. The need to comply with Legislative requirements.
8. Any other reasonable factor which in the opinion of NSRB should be considered.

The agency fee is \$175.00, pro-rated to \$100.00 if the application is submitted after July 1. The Nebraska Board of Public Accountancy will pay the \$5.00 Nebraska.gov portal fee. BPA's existing online license renewal applications also include a \$5.00 portal fee making it a consistent fee among their heavily used online applications.

Online users will not pay a portal fee. Online users will only pay the statutory/assessed fee. This project will also be financially supported under a statement of work agreement for NI to be able to charge the agency time and materials for the custom development required to implement the ability to update contact information, and for the application to calculate the appropriate agency fee to the user.

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

For Initial Permit to Practice as a CPA:

- In Year 1, online adoption is anticipated at 89 of 127 which is 70% of the total market potential.
- In Year 5, online adoption is anticipated as 114 of 127 which is 90% of the total market potential.

For Reciprocal CPA Certificate Application:

- In Year 1, online adoption is anticipated at 26 of 37 which is 70% of the total market potential.
- In Year 5, online adoption is anticipated at 33 of 37 which is 90% of the total market potential.

**Expected rate of return (in what time period)**

It would take several years for Nebraska Interactive to acquire any return on investment for this service due to low volume of users and ongoing maintenance costs.

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

Nebraska Interactive incurs the employee costs to develop, operate and maintain this service including all direct costs associated with operating the states portal on an outsourced basis including employee compensation, telecommunications, data processing, maintenance and all other costs associated with the provision of dedicated client service such as office facilities. NIC charges Nebraska Interactive for certain general and administrative services from NIC and its affiliates which are performed on centralized basis.

**NI's risk (in providing this service)**

Nebraska Interactive assumes all of the upfront costs and investments associated with this project. There is no mandatory requirement to launch this service. The use of this service is optional and the partner provides multiple payment channels which compete with this service.

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**July 1, 2018 though September 30, 2018**  
 With comparative figures for July 1, 2017 through September 30, 2017  
**FY 18-19**

	<u>July 2018</u>	<u>Prior Year July 2017</u>	<u>Aug 2018</u>	<u>Prior Year Aug 2017</u>	<u>Sept 2018</u>	<u>Prior Year Sept 2017</u>	<u>Year to Date FY 18-19</u>	<u>Year to Date FY 17-18</u>
<b><u>Revenues:</u></b>								
Sale of Subscriber Services	\$727,415.96	\$672,171.66	\$750,552.92	\$637,555.71	\$826,853.11	\$698,096.56	\$2,304,821.99	\$2,007,823.93
General Business Fees	\$31.00	\$37.00	\$36.29	\$39.00	\$80.00	\$40.00	\$147.29	\$116.00
Driver Records	\$372.00	\$408.00	\$475.00	\$443.00	\$732.00	\$444.00	\$1,579.00	\$1,295.00
Investment Income	\$2,115.99	\$2,406.03	\$1,755.51	\$1,210.35	\$1,297.08	\$1,648.63	\$5,168.58	\$5,265.01
<b>Total</b>	<b>\$729,934.95</b>	<b>\$675,022.69</b>	<b>\$752,819.72</b>	<b>\$639,248.06</b>	<b>\$828,962.19</b>	<b>\$700,229.19</b>	<b>\$2,311,716.86</b>	<b>\$2,014,499.94</b>
<b><u>Expenditures &amp; Transfers:</u></b>								
State Agency Transfers	\$449,979.56	\$404,995.59	\$464,456.61	\$377,545.54	\$516,186.45	\$424,493.60	\$1,430,622.62	\$1,207,034.73
NIC	\$232,535.07	\$229,474.30	\$234,958.08	\$219,800.57	\$258,380.57	\$232,598.17	\$725,873.72	\$681,873.04
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$9,492.66	\$9,289.63	\$9,492.45	\$9,293.91	\$9,898.00	\$9,689.61	\$28,883.11	\$28,273.15
Misc. Expense	\$588.30	\$359.42	\$623.96	\$899.87	\$356.13	\$746.56	\$1,568.39	\$2,005.85
<b>Total</b>	<b>\$692,595.59</b>	<b>\$644,118.94</b>	<b>\$709,531.10</b>	<b>\$607,539.89</b>	<b>\$784,821.15</b>	<b>\$667,527.94</b>	<b>\$2,186,947.84</b>	<b>\$1,919,186.77</b>
<b><u>Profit (Loss)</u></b>	<b>\$37,339.36</b>	<b>\$30,903.75</b>	<b>\$43,288.62</b>	<b>\$31,708.17</b>	<b>\$44,141.04</b>	<b>\$32,701.25</b>	<b>\$124,769.02</b>	<b>\$95,313.17</b>
<b><u>Transfer Out LB 944</u></b>	<b>(\$510,000.00)</b>	<b>(\$530,000.00)</b>					<b>(\$510,000.00)</b>	<b>(\$530,000.00)</b>
<b><u>Fund Balance:</u></b>	<b>\$626,932.01</b>	<b>\$764,777.25</b>	<b>\$670,220.63</b>	<b>\$796,485.42</b>	<b>\$714,361.67</b>	<b>\$829,186.67</b>	<b>\$714,361.67</b>	<b>\$829,186.67</b>
<b>Fund Balance-ECM</b>	\$0.00	\$5,150.02	\$0.00	\$3,352.02	\$0.00	\$2,708.82	\$0.00	\$2,708.82
<b>Fund Balance-Local Agency</b>	\$520.35	\$509.30	\$521.34	\$510.02	\$522.35	\$511.13	\$522.35	\$511.13
<b>Records Management Cash Fund Balance</b>	<b>\$627,452.36</b>	<b>\$770,436.57</b>	<b>\$670,741.97</b>	<b>\$800,347.46</b>	<b>\$714,884.02</b>	<b>\$832,406.62</b>	<b>\$714,884.02</b>	<b>\$832,406.62</b>



Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
Nebraska Brand Committee	NBC Admin Interface & Backend Database	12/01/16	11/01/18		31
Administrative Office of the Courts	AOC Trial Court eFiling WS - City of Omaha Prosecutors Office (Dott Comm)	03/31/17	12/03/18		31
Nebraska Department of Agriculture	NDA Small Package Fee Report CCP Integration	07/18/17	11/09/18		19
Department of Revenue	NDR Tax Payment Plan	09/21/17	10/01/18		30
Secretary of State	SOS - Corp Nonprofit Tax Report Filings - Backend	10/04/17	10/31/18		18
Department of Health & Human Services	DHHS License Search Updates & Child Care Docs CR	11/01/17	08/27/18		15
Secretary of State	SOS - Corp LLC/LLP Tax Report Filing - Backend	01/04/18	11/06/18		2
Secretary of State	SOS UCC XML Bulk Filing Cogency Global	04/23/18	10/01/18		31
Nebraska Liquor Control Commission	NLCC Beer, Wine & Spirits Manufacturing Reporting	04/25/18	02/04/19		16
Legislative Council	NLC Bill Tracker Re-template CR	05/15/18	08/22/18		18
Administrative Office of the Courts	AOC Trial Court eFiling WS - Credit Management	05/29/18	12/06/18		20
Nebraska State Patrol	NSP Criminal History Assigned To CR	06/01/18	11/05/18		19
State Fire Marshal	SFM Suite Admin Add Access for ATF	06/21/18	10/19/18		10
Nebraska Liquor Control Commission	NLCC Licensee Search Query Retail SDL CR	06/22/18	10/15/18		11
Department of Motor Vehicles	DMV CDL Testing & Appts Change Appt Validation CR	07/17/18	09/17/18		13
Department of Motor Vehicles	DMV Ignition Interlock Reporting Change CR	08/03/18	09/25/18		13
Board of Public Accountancy	BPA CPA Certificate of Issuance (AE)	08/13/18	10/12/18		16
Board of Public Accountancy	BPA CPA Reciprocal Certificate Application (AE)	08/13/18	01/04/19		21
Board of Public Accountancy	BPA Searchable License Database Retemplate	08/21/18	10/29/18		12
Administrative Office of the Courts	AOC Trial Court eFiling WS - Crime Commission	08/28/18	09/16/19		31
Public Service Commission	PSC Auto Dialer Scripts System	09/06/18	10/15/18		14
Secretary of State	SOS - Corp Occupation Tax Report Filing - Backend	09/21/18	12/06/18		18
Secretary of State	SOS - Corp Annual/Biennial Paper PDF Rpt - Backend	09/21/18	11/14/18		11
Waverly City	City of Waverly Soccer Recreation Program (AE)	06/08/18	08/01/18	07/13/18	18
Nebraska Liquor Control Commission	NLCC Renewal Daily Email CR	04/12/18	06/20/18	07/23/18	20
Nebraska Department of Correctional Services	NDCS FSP Retemplate	09/25/17	08/01/18	07/30/18	11
Administrative Office of the Courts	AOC eFiling Judge Portal Phase III	08/18/17	06/01/18	07/31/18	27
Engineers and Architects	E&A License Renewal Gov2Go Integration	09/19/17	09/25/18	08/22/18	32
Department of Motor Vehicles	DMV IIP Setup For Alcolock	08/29/18	12/31/18	08/29/18	21

Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
Administrative Office of the Courts	AOC Appellate eFiling Display Service Methods CR	02/22/18	06/04/18	09/11/18	12
Nebraska Real Estate Commission	NREC License Portal Admin Delete Reject Renewal CR	07/12/18	09/11/18	09/11/18	19
Secretary of State	SOS - UCC/EFS Records Search - Backend	01/17/18	09/25/18	09/21/18	18
Secretary of State	SOS - EFS Continuations & Terminations - Backend	02/14/18	09/25/18	09/21/18	2
Secretary of State	SOS - Corporate Search & Doc Image-Sub - Backend	01/04/18	09/25/18	09/21/18	2
Secretary of State	SOS - UCC/EFS Spec Req Search - Backend	02/01/18	09/25/18	09/21/18	14
Secretary of State	SOS - UCC Image Batch - Backend	02/26/18	09/25/18	09/21/18	2
Secretary of State	SOS - Corporate Search & Doc Image-CC - Backend	10/04/17	09/25/18	09/21/18	2
Secretary of State	SOS - UCC Ammendments Filing - Backend	02/14/18	09/25/18	09/21/18	14
Secretary of State	SOS - Corp Record Search-Special Req - Backend	10/04/17	09/25/18	09/21/18	2
Secretary of State	SOS - EFS Original Filing - Backend	02/26/18	09/25/18	09/21/18	14
Secretary of State	SOS - UCC/ Corp Records Search & Retrieval Batch - Backend	01/04/18	09/25/18	09/21/18	2
Secretary of State	SOS - UCC Original Filing - Backend	01/01/18	09/25/18	09/21/18	18
Secretary of State	SOS - UCC XML - Backend	03/01/18	09/10/18	09/21/18	9
Secretary of State	SOS - Corp Document eDelivery - Backend	11/20/17	09/25/18	09/25/18	2



# Presents the Nebraska.gov General Manager's Report

July – September 2018  
Quarter Three

## Glossary of Terms

- **Non-Revenue Service:** An application or website developed, hosted, and maintained by Nebraska Interactive that does not process payments.
- **Self Funded Service:** An application developed, hosted, and maintained by Nebraska Interactive that processes payments. Revenue from the service may or may not cover the cost of service, self fund.
- **Revenue:** Funds collected via a portal fee (user/statutory/partner) before revenue share to NSRB, hosting, merchant fees, marketing, etc.
- **Grant:** New application or enhancement funded by a grant obtained by the partner.
- **Time & Materials:** A new application or enhancement funded by the partner on a time and materials rate.

## Security and Your Digital Government Services

JAYNE FRIEDLAND HOLLAND Chief Security Officer



Jayne Friedland Holland was appointed to the position of Chief Security Officer in May 2015. From December 2006 until this appointment, she served as the Company's Chief Security Officer and Associate General Counsel. Ms. Holland joined the Company in June 2005 as Associate General Counsel of the Company. In her role as Chief Security Officer, she oversees the Company's security management program. Prior to joining the Company, Ms. Holland served as Vice President and General Counsel for ESI and began her career as a trial attorney in New Orleans. Ms. Holland holds a B.A. degree in Political Science from Newcomb College of Tulane University and a J.D. degree from Tulane University School of Law.

NIC Guest Speaker

## 2018 Q3 Marketing and Business Report

### Working daily for the Nebraskan Citizens

### Adding & Enhancing Services and Notifying the Citizens and Businesses

### Services Expanding

- 4 App Engines
- 1 Utility Payment
- 1 website
- 5 PayPort OTC
- 105 Changes were developed and deployed for 285 services.

*We work ongoing to make a improvements to our services work more effectively and securely*

### Business Development

- ATP Referral Form
- ATP Request Form
- City of Waverly Soccer Recreation Program
- NDA Domesticated Cervine Animal Facility Renewal
- Hebron Utility Payment

### Contributions to the Bottom Line

- \$55,972,929 PAID TO the agencies
- \$431,075 PAID BY Nebraska Interactive in Merchant Fees
- Securely conducted 3,562,684 transactions

### Social Media helps us Reach Citizens

#### Facebook Impressions

64,500

*The number of times a post from the page is displayed*

#### Twitter Organic Impressions

*Times a user is served a Tweet in timeline or search result*

241,300

#### LinkedIn Impressions

*The number of times a post from the page is displayed*

256

### Viewers going to the app or website!

Followers/Fans

18,900 Twitter, 4,182 Facebook



### Awards Recognize Nebraska Innovations

4 Winners in Quarter 3, 2018

- 2 Muse Creative Awards: NE Dept. of Natural Resources & Nebraska.gov
- 1 Overall Gov. Exp. Award, Nebraska.gov
- 1 Project Exp. Award, Concealed Handgun Permit



## 2018 Q3 Services Produced & Enhanced

**Day by Day We Work for the Nebraskan Citizens Creating More Services and Improving Current Services**

**Services Expanding: Adding new Services and Improving Others**

**185 Changes were developed and deployed for 205 services**

*We work ongoing to make improvements to our services so they work more effectively and securely*

**27 Upgraded Services Brought Up to the Highest Level Of PCI Credit Card Compliance**

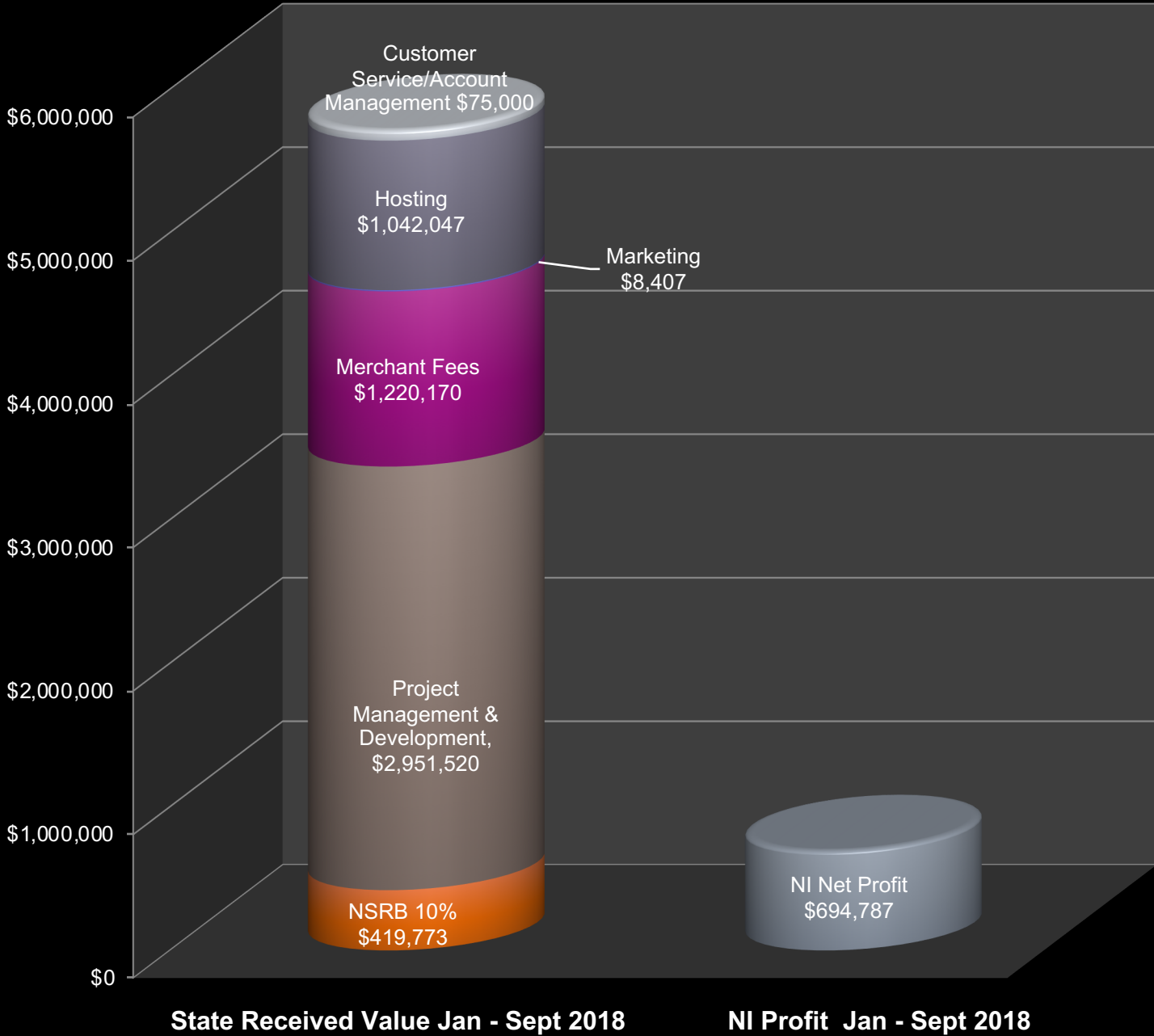
*PIN Debit, the highest level of credit card compliance available*

- Phelps County Treasurer PayPort
- City of Stanton PayPort
- City of Beaver City PayPort
- City of Franklin PayPort
- City of Atkinson PayPort
- City of Lyons PayPort
- Garfield County Treasurer Payport
- City of Ravenna PayPort
- Greeley county Treasurer PayPort
- City of Waverly PayPort
- City of Loup City PayPort
- Cheyenne Couty Treasurer PayPort
- City of Albion PayPort
- City of Ord PayPort
- City of Neligh PayPort
- City of Fairbury PayPort
- Thayer County Treasurer PayPort
- Douglas County Controller PayPort
- City of Sargent PayPort
- City of Fort Calhoun PayPort
- Butler County Treasurer PayPort
- Blaine County Treasurer PayPort
- City of Red Cloud PayPort



(Section IV. W.) Manage - Overview of Portal Financial Value

Jan - September 2018 Self-funded Value



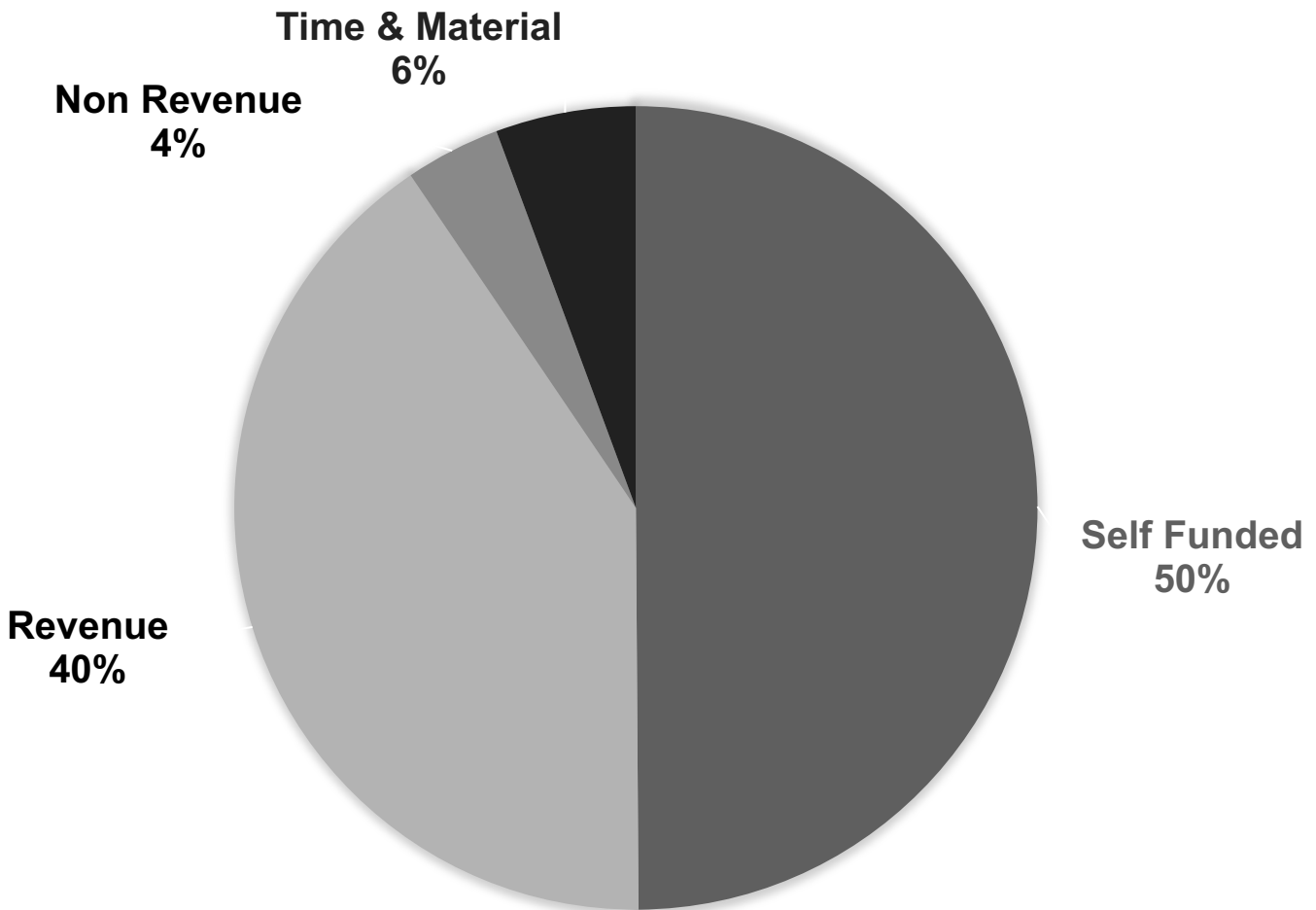
**Note:** The above graph is not all inclusive.

\* Value categories displayed are based on actual expenses and Time & Material contract prices.



### Quarter 3 2018

## Time Spent on Revenue vs. Non-Revenue Generating Projects Logged




*For definitions, please see Glossary of Terms on page 3*

# Appendix 1

**Payment Statement  
July 31, 2018**

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

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



**PERIOD COVERED: June 1st - June 30th**

**Transaction Services Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (1 NII Share (90%))	NII Share (90%)
DMV- DLR - Batch	14,623	\$3.00	\$43,869.00	\$29,246.00	\$14,623.00	\$1,462.30	\$13,160.70
DMV- DLR - Monitoring Fee	621,749	\$0.06	\$37,304.94	\$24,869.96	\$12,434.98	\$1,243.50	\$11,191.48
DMV- DLR - Interactive	70,994	\$3.00	\$212,982.00	\$141,988.00	\$70,994.00	\$7,099.40	\$63,894.60
DMV- DLR - Certified	49	\$3.00	\$147.00	\$98.00	\$49.00	\$4.90	\$44.10
DMV- DLR - Certified Transcript	187	\$4.00	\$748.00	\$561.00	\$187.00	\$18.70	\$168.30
DMV - DLR Single	1,551	\$3.00	\$4,653.00	\$3,102.00	\$1,551.00	\$155.10	\$1,395.90
DMV - Driver License Renew	6,904	Variable	\$170,959.25	\$161,672.00	\$9,287.25	\$928.73	\$8,358.52
DMV- TLR - Interactive	13,647	\$1.00	\$13,647.00	\$5,458.80	\$8,188.20	\$818.82	\$7,369.38
DMV- TLR - batch	52,127	\$1.00	\$52,127.00	\$20,850.80	\$31,276.20	\$3,127.62	\$28,148.58
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	13	\$18.00	\$234.00	\$130.00	\$104.00	\$10.40	\$93.60
DMV - Reinstatement	1,900	\$3.00	\$142,828.00	\$137,125.00	\$5,703.00	\$570.30	\$5,132.70
DMV - Specialty Plates	1,500	\$3.00	\$54,100.00	\$49,600.00	\$4,500.00	\$450.00	\$4,050.00
DMV - IRP	237	Variable	\$349,076.12	\$347,478.47	\$1,597.65	\$159.77	\$1,437.88
DMV - IFTA	91	Variable	\$6,509.58	\$6,357.45	\$152.13	\$15.21	\$136.92
DMVOTC	2,905	Variable	\$69,120.25	\$65,489.00	\$3,631.25	\$363.13	\$3,268.12
DMVOTC_CASH	2,672	Variable	\$52,393.50	\$52,393.50	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	810	Variable	\$32,748.00	\$30,090.00	\$2,658.00	\$265.80	\$2,392.20
DMV - Motor Vehicle Renewals	29,911	Variable	\$5,916,312.34	\$5,782,174.10	\$134,138.24	\$13,413.82	\$120,724.42
HHSS - Health Practitioner Lists	54	Variable	\$3,990.00	\$0.00	\$3,990.00	\$399.00	\$3,591.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$400.00	\$0.00	\$400.00	\$40.00	\$360.00
HHSS - Health License Monitoring	11,834	Variable	118.34	0.00	118.34	\$11.83	\$106.51
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Company	0	50	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC SDL	268	Variable	\$15,031.54	\$14,320.00	\$711.54	\$71.15	\$640.39
SED - Electrical Permits	814	4% of Fee	\$84,741.00	\$84,741.00	\$3,389.64	\$338.96	\$3,050.68
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	172	3.00	\$3,956.00	3,440.00	516.00	\$51.60	\$464.40
SED - License List	1	Variable	\$15.00	15.00	5.00	\$0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	35	3.00	\$2,205.00	2,205.00	105.00	\$10.50	\$94.50
SEDEXAM5 - Exam Application (\$5 fee)	11	5.00	\$1,430.00	1,430.00	55.00	\$5.50	\$49.50
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,449	\$2/variable	\$111,444.55	\$107,920.00	\$3,524.55	\$352.46	\$3,172.09
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	42	\$10.00	\$420.00	\$420.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	866	\$6.50	\$5,629.00	\$2,165.00	\$3,464.00	\$346.40	\$3,117.60

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	547	\$6.50	\$3,555.50	\$1,367.50	\$2,188.00	\$218.80	\$1,969.20
SOS - Corporate Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$160.00	\$1,440.00
SOS - Corporate Special Request(TPE)	17	Variable	\$330.00	\$165.00	\$165.00	\$16.50	\$148.50
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,128	\$0.45	\$1,857.60	\$1,320.96	\$536.64	\$53.66	\$482.98
SOS - Corporate Images Credit Card	3,228	\$0.45	\$1,452.60	\$1,032.96	\$419.64	\$41.96	\$377.68
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$120.00	\$1,080.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$120.00	\$1,080.00
SOS - UCC Interactive Searches	5,657	\$4.50	\$25,456.50	\$19,799.50	\$5,657.00	\$565.70	\$5,091.30
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$120.00	\$1,080.00
SOS - UCC Special Request	1,045	Variable	\$2,090.00	\$1,045.00	\$1,045.00	\$104.50	\$940.50
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	948	\$8.00	\$7,584.00	\$6,162.00	\$1,422.00	\$142.20	\$1,279.80
SOS - UCC Original Filings	2,087	\$8.00	\$16,696.00	\$13,878.55	\$2,817.45	\$281.75	\$2,535.70
SOS - UCC Electronic Amendments	451	\$8.00	\$3,608.00	\$2,931.50	\$676.50	\$67.65	\$608.85
SOS - UCC Electronic Assignments	8	\$8.00	\$64.00	\$52.00	\$12.00	\$1.20	\$10.80
SOS - UCC Electronic Collateral Amendments	104	\$8.00	\$832.00	\$676.00	\$156.00	\$15.60	\$140.40
SOS - UCC Images	10,995	\$0.45	\$4,947.75	\$3,518.40	\$1,429.35	\$142.94	\$1,286.41
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - EFS Interactive Searches	806	\$4.50	\$3,627.00	\$2,821.00	\$806.00	\$80.60	\$725.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	140	\$8.00	\$1,120.00	\$910.00	\$210.00	\$21.00	\$189.00
SOS - EFS Original Filings	232	\$8.00	\$1,856.00	\$1,508.00	\$348.00	\$34.80	\$313.20
REV - Sales/Use Tax Permit Lists	34	\$5.50	\$187.00	\$0.00	\$187.00	\$18.70	\$168.30
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	734	5.00	\$89,665.00	\$89,665.00	\$3,295.00	\$329.50	\$2,965.50
NREC - Real Estate Commission Services	0	3% of Fee	\$18,150.00	\$17,605.50	\$544.50	\$54.45	\$490.05
E&A - Engineers & Architects License Renewal	5	5% of Fee	\$640.00	\$640.00	\$32.00	\$3.20	\$28.80
E&A - Engineers & Architects Recip	29	5% of Fee	\$4,350.00	\$4,350.00	\$217.50	\$21.75	\$195.75
Water Well Registrations	250	5% of Fee	\$21,030.00	\$19,557.90	\$1,472.10	\$147.21	\$1,324.89
REV - Motor Fuels Tax Filing	495	\$0.25	\$123.75	\$0.00	\$123.75	\$12.38	\$111.37
NDOA - Applicator permits	73	Variable	\$4,100.00	\$3,919.00	\$181.00	\$18.10	\$162.90
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	5	Variable	\$558.28	\$537.99	\$20.29	\$2.03	\$18.26
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	3	Variable	\$542.08	\$536.83	\$5.25	\$0.53	\$4.72
NDOA - AGSMALL_PACKAGE	2	Variable	\$1,608.38	\$1,575.00	\$33.38	\$3.34	\$30.04
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$602.33	\$600.58	\$1.75	\$0.18	\$1.57
NDOA - AGFIRM_REGISTRATION	1	Variable	\$17.12	\$15.00	\$2.12	\$0.21	\$1.91
NDOA - AGGFAL_Renew	7	Variable	\$133.48	\$120.00	\$13.48	\$1.35	\$12.13
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$20,896.18	\$20,864.92	\$31.26	\$3.13	\$28.13
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	1	Variable	\$155.49	\$150.00	\$5.49	\$0.5	\$4.99
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_CervineFacility Permit	1	Variable	\$25.75	\$25.00	\$0.75	\$0.08	\$0.67
NDOA - AGACTNMRKT	34	Variable	\$38,155.25	\$38,094.00	\$61.25	\$6.13	\$55.12

NDOA - AGNURSERY_RENEW	2	Variable	\$404.32	\$391.00	\$13.32	\$1.33	\$11.99
NDOA - AGNURSERY_STOCK	7	Variable	\$711.08	\$684.25	\$26.83	\$2.68	\$24.15
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	2	Variable	\$374.75	\$370.00	\$4.75	\$0.48	\$4.27
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	255	Variable	7,214.97	6,745.00	\$469.97	\$47.00	\$422.97
OTC-Over the counter payment	14,174	Variable	\$2,511,195.61	\$2,468,206.49	\$42,989.12	\$4,298.91	\$38,690.21
OTC Billback	104	Variable			\$554.24	\$55.42	\$498.82
PropertyTax Payments	105	Variable	\$334,292.15	\$333,506.35	\$785.80	\$78.58	\$707.22
NDOL - Contractor Registration	1,173	Variable	\$53,275.90	\$49,750.00	\$3,525.90	\$352.59	\$3,173.31
NDOL_BOILER	26	Variable	\$1,847.00	\$1,769.00	\$78.00	\$7.80	\$70.20
NDOL_ELEVATOR	14	Variable	\$3,725.94	\$3,555.00	\$170.94	\$17.09	\$153.85
NDOL_OVR_PMT	58	Variable	\$9,500.87	\$9,324.60	\$176.27	\$17.63	\$158.64
NDOL_TAX_PMT	14	Variable	\$11,621.71	\$11,242.45	\$379.26	\$37.93	\$341.33
NEROADS - DOT Permits	11,268	Variable	\$284,139.00	\$264,420.00	\$19,719.00	\$1,971.90	\$17,747.10
NEROADS - NDOTPERMITS	59	Variable	\$1,353.25	\$1,260.62	\$92.63	\$9.26	\$83.37
State Patrol Crime Report	1,380	\$18.00	\$34,177.50	\$27,562.50	\$6,615.00	\$661.50	\$5,953.50
NSPCCW_Renew - NSP Conceal & Carry Permi	565	\$4.50	\$30,629.00	\$28,100.00	\$2,529.00	\$252.90	\$2,276.10
State Patrol Crime Report - Subscriber	492	Variable	\$7,563.00	\$6,291.30	\$1,271.70	\$127.17	\$1,144.53
Event Registration	285	10% of Fee	\$15,277.50	\$13,765.20	\$1,512.30	\$151.23	\$1,361.07
Sarpy_Stop	259	Variable	\$31,540.00	\$30,773.54	\$766.46	\$76.65	\$689.81
Medicaid & Long Term Care	111	\$1.75	\$8,001.00	\$8,001.00	\$194.25	\$19.43	\$174.82
Micellaneous Charge for Swipers	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	68,777	Variable	\$4,126.62	\$412.96	\$3,713.66	\$371.37	\$3,342.29
NBC_Inspections	224	Variable	\$32,048.95	\$32,048.95	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	646	variable	\$2,584.00	\$1,615.00	\$969.00	\$96.90	\$872.10
dhscentregLN-subscriber	4,441	variable	\$11,102.50	\$4,441.00	\$6,661.50	\$666.15	\$5,995.35
dhscentreg	2,385	\$1.50	\$8,292.00	\$4,735.50	\$3,556.50	\$355.65	\$3,200.85
dhscentregDHL	2,724	\$1.50	\$13,620.00	\$9,534.00	\$4,086.00	\$408.60	\$3,677.40
tests	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>979083</b>		<b>\$11,097,300.07</b>	<b>\$10,656,134.38</b>	<b>\$449,013.32</b>	<b>\$44,901.33</b>	<b>\$404,111.99</b>

### Transaction Services Not Subject to the 10% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	129,763	\$1.00	\$129,763.00	64,881.50	64,881.50	\$64,881.50
Court Records (Justice) Monthly	82	\$500.00	\$41,000.00	\$20,500.00	20,500.00	\$20,500.00
Court Records (Justice) Credit Card Searches	704	\$15.00	\$10,590.00	\$5,295.00	5,295.00	\$5,295.00
Court E-Filing	14,985	\$1.00	\$14,985.00	\$0.00	\$14,985.00	\$14,985.00
COURTAPELFILE	388	\$2.00	\$1,208.00	\$450.00	758.00	\$758.00
Courtjudge	130	\$50.00	\$6,500.00	\$0.00	\$6,500.00	\$6,500.00
Court Citations	6,085	Variable	\$807,408.71	\$790,180.56	17,228.15	\$17,228.15
Court Payments	2,317	Variable	\$678,458.87	\$667,919.50	10,539.37	\$10,539.37
Lobbyist Registration	2	\$0.05	\$400.00	\$400.00	20.00	\$20.00
OTC-Court payments	1	Variable	\$3.07	\$3.00	0.07	\$0.07
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	529	Variable	\$2,271.00	\$855.00	\$1,416.00	\$1,416.00

Scalesubscr	830	Variable	\$830.00	\$415.00	415.00	\$415.00
<b>SUBTOTAL</b>	155,817		<b>1,693,467.65</b>	<b>1,550,924.56</b>	<b>142,563.09</b>	<b>142,563.09</b>
<b>\$36,659.25</b>						

**Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			22,248.33	22,248.33	22,248.33
Subscriptions - New	470	50.00	23,500.00	23,500.00	23,500.00
- Renewals	1	50.00	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$45,798.33</b>	<b>\$45,798.33</b>	


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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,520	17.00	30,889.00	30,889.00	0.00
LCC -Tax Payments	32	variable	2,824,143.00	2,824,143.00	0.00
COURTEFILESUB	14,985	variable	\$399,354.00	\$399,354.00	0.00
COURTAPPTFILE	9	variable	\$450.00	\$450.00	0.00
WCCSUB	57	variable	\$855.00	\$855.00	0.00
<b>SUBTOTAL</b>	16,603		<b>\$3,255,691.00</b>	<b>\$3,255,691.00</b>	

**Payment Statement  
August 31, 2018**

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

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



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

**Transaction Services Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (1 NII Share (90%))	NII Share (90%)
DMV- DLR - Batch	15,386	\$3.00	\$46,158.00	\$30,772.00	\$15,386.00	\$1,538.60	\$13,847.40
DMV- DLR - Monitoring Fee	627,646	\$0.06	\$37,658.76	\$25,105.84	\$12,552.92	\$1,255.29	\$11,297.63
DMV- DLR - Interactive	74,164	\$3.00	\$222,492.00	\$148,328.00	\$74,164.00	\$7,416.40	\$66,747.60
DMV- DLR - Certified	33	\$3.00	\$99.00	\$66.00	\$33.00	\$3.30	\$29.70
DMV- DLR - Certified Transcript	177	\$4.00	\$708.00	\$531.00	\$177.00	\$17.70	\$159.30
DMV - DLR Single	1,606	\$3.00	\$4,818.00	\$3,212.00	\$1,606.00	\$160.60	\$1,445.40
DMV - Driver License Renew	7,691	Variable	\$188,890.75	\$178,560.50	\$10,330.25	\$1,033.03	\$9,297.22
DMV- TLR - Interactive	14,322	\$1.00	\$14,322.00	\$5,728.80	\$8,593.20	\$859.32	\$7,733.88
DMV- TLR - batch	48,970	\$1.00	\$48,970.00	\$19,588.00	\$29,382.00	\$2,938.20	\$26,443.80
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	11	\$50.00	\$550.00	\$374.00	\$176.00	\$17.60	\$158.40
DMV- TLR - Vol. Over 2,000/Run	22	\$18.00	\$396.00	\$220.00	\$176.00	\$17.60	\$158.40
DMV - Reinstatement	1,959	\$3.00	\$146,117.00	\$140,225.00	\$5,892.00	\$589.20	\$5,302.80
DMV - Specialty Plates	1,462	\$3.00	\$54,486.00	\$50,100.00	\$4,386.00	\$438.60	\$3,947.40
DMV - IRP	219	Variable	\$465,473.12	\$464,341.18	\$1,131.94	\$113.19	\$1,018.75
DMV - IFTA	840	Variable	\$289,776.61	\$287,617.72	\$2,158.89	\$215.89	\$1,943.00
DMVOTC	3,231	Variable	\$75,603.25	\$71,564.50	\$4,038.75	\$403.88	\$3,634.87
DMVOTC_CASH	2,907	Variable	\$58,340.00	\$58,340.00	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	891	Variable	\$36,332.00	\$33,380.00	\$2,952.00	\$295.20	\$2,656.80
DMV - Motor Vehicle Renewals	32,177	Variable	\$6,480,872.97	\$6,336,336.95	\$144,536.02	\$14,453.60	\$130,082.42
HHSS - Health Practitioner Lists	62	Variable	\$4,450.00	\$0.00	\$4,450.00	\$445.00	\$4,005.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,845.00	\$0.00	\$2,845.00	\$284.50	\$2,560.50
HHSS - Health License Monitoring	12,974	Variable	129.74	0.00	129.74	\$12.97	\$116.77
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Company	0	50	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_SDL	211	Variable	\$12,020.68	\$11,440.00	\$580.68	\$58.07	\$522.61
SED - Electrical Permits	889	4% of Fee	\$93,281.00	\$93,281.00	\$3,731.24	\$373.12	\$3,358.12
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	145	3.00	\$3,335.00	2,900.00	435.00	\$43.50	\$391.50
SED - License List	3	Variable	\$65.00	65.00	15.00	\$1.50	\$13.50
SEDEXAM3 - Exam Application (\$3 fee)	52	3.00	\$3,276.00	3,276.00	156.00	\$15.60	\$140.40
SEDEXAM5 - Exam Application (\$5 fee)	13	5.00	\$1,690.00	1,690.00	65.00	\$6.50	\$58.50
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,398	\$2/variable	\$107,127.40	\$103,650.00	\$3,477.40	\$347.74	\$3,129.66
SOS - Corp filings (Foreign/Domestic Corporations)	-1	Variable	\$29.00	\$26.00	\$3.00	\$0.30	\$2.70
SOS - Certificate of Good Standing Orders	55	\$10.00	\$550.00	\$550.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	653	\$6.50	\$4,244.50	\$1,632.50	\$2,612.00	\$261.20	\$2,350.80

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	529	\$6.50	\$3,438.50	\$1,322.50	\$2,116.00	\$211.60	\$1,904.40
SOS - Corporate Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$160.00	\$1,440.00
SOS - Corporate Special Request(TPE)	13	Variable	\$750.00	\$375.00	\$375.00	\$37.50	\$337.50
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,376	\$0.45	\$1,969.20	\$1,400.32	\$568.88	\$56.89	\$511.99
SOS - Corporate Images Credit Card	3,245	\$0.45	\$1,460.25	\$1,038.40	\$421.85	\$42.19	\$379.66
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Interactive Searches	5,244	\$4.50	\$23,598.00	\$18,354.00	\$5,244.00	\$524.40	\$4,719.60
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$120.00	\$1,080.00
SOS - UCC Special Request	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	3	\$15.00	\$45.00	\$22.50	\$22.50	\$2.25	\$20.25
SOS - UCC Continuationl Filings	1,102	\$8.00	\$8,816.00	\$7,163.00	\$1,653.00	\$165.30	\$1,487.70
SOS - UCC Original Filings	1,964	\$8.00	\$15,712.00	\$13,060.60	\$2,651.40	\$265.14	\$2,386.26
SOS - UCC Electronic Amendments	318	\$8.00	\$2,544.00	\$2,067.00	\$477.00	\$47.70	\$429.30
SOS - UCC Electronic Assignments	6	\$8.00	\$48.00	\$39.00	\$9.00	\$0.90	\$8.10
SOS - UCC Electronic Collateral Amendments	90	\$8.00	\$720.00	\$585.00	\$135.00	\$13.50	\$121.50
SOS - UCC Images	9,172	\$0.45	\$4,127.40	\$2,935.04	\$1,192.36	\$119.24	\$1,073.12
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - UCCAMEND_BUL	5	Variable	\$40.00	\$33.25	\$6.75	\$0.68	\$6.07
SOS - UCCCONT_BULK	15	Variable	\$120.00	\$99.75	\$20.25	\$2.03	\$18.22
SOS - UCCORIG_BULK	77	Variable	\$616.00	\$512.05	\$103.95	\$10.40	\$93.55
SOS - EFS Interactive Searches	914	\$4.50	\$4,113.00	\$3,199.00	\$914.00	\$91.40	\$822.60
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	221	\$8.00	\$1,768.00	\$1,436.50	\$331.50	\$33.15	\$298.35
SOS - EFS Original Filings	144	\$8.00	\$1,152.00	\$936.00	\$216.00	\$21.60	\$194.40
REV - Sales/Use Tax Permit Lists	6	\$5.50	\$33.00	\$0.00	\$33.00	\$3.30	\$29.70
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$375.00	\$37.50	\$337.50
NREC - Real Estate Commission Services	0	3% of Fee	\$17,940.00	\$17,401.80	\$538.20	\$53.82	\$484.38
E&A - Engineers & Architects License Renewal	3	5% of Fee	\$408.00	\$408.00	\$20.40	\$2.04	\$18.36
E&A - Engineers & Architects Recip	40	5% of Fee	\$6,000.00	\$6,000.00	\$300.00	\$30.00	\$270.00
Water Well Registrations	232	5% of Fee	\$19,050.00	\$17,716.50	\$1,333.50	\$133.35	\$1,200.15
REV - Motor Fuels Tax Filing	673	\$0.25	\$168.25	\$0.00	\$168.25	\$16.83	\$151.42
NDOA - Applicator permits	47	Variable	\$3,320.00	\$3,193.00	\$127.00	\$12.70	\$114.30
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	2,765	Variable	\$683,020.50	\$672,351.17	\$10,669.33	\$1,066.93	\$9,602.40
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	198	Variable	\$647,165.40	\$646,494.38	\$671.02	\$67.10	\$603.92
NDOA - AGSMALL_PACKAGE	1	Variable \$	126.75	125.00	1.75	\$0.18	\$1.57
NDOA - AG_EURO_CORN	0	Variable \$	-	-	-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	602	Variable \$	465,588.61	462,016.28	3,572.33	\$357.23	\$3,215.10
NDOA - AGFIRM_REGISTRATION	0	Variable \$	-	-	-	\$0.00	\$0.00
NDOA - AGGFAL_Renew	9	Variable	\$152.23	\$135.00	\$17.23	\$1.72	\$15.51
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$21,732.39	\$21,700.88	\$31.51	\$3.15	\$28.36
NDOA - Grape/Potato	10	Variable	\$69,174.56	\$68,808.08	\$366.48	\$36.65	\$329.83
NDOA - Food License Renewals	2,492	Variable	\$412,930.81	\$403,639.51	\$9,291.30	\$929.13	\$8,362.17
NDOA - AGMILK_RENEW	75	Variable	\$10,298.82	\$10,025.00	\$273.82	\$27.4	\$246.42
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



NDOA - AGPESTPROD_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	32	Variable	\$29,319.25	\$29,251.03	\$68.22	\$6.82	\$61.40
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	4	Variable	\$407.72	\$391.00	\$16.72	\$1.67	\$15.05
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	24	Variable	270.00	240.00	\$30.00	\$3.00	\$27.00
OTC-Over the counter payment	14,972	Variable	\$2,636,312.55	\$2,590,493.25	\$45,819.30	\$4,581.93	\$41,237.37
OTC Billback	114	Variable			\$461.90	\$46.19	\$415.71
PropertyTax Payments	914	Variable	\$3,405,861.46	\$3,395,381.38	\$10,480.08	\$1,048.01	\$9,432.07
NDOL - Contractor Registration	1,303	Variable	\$58,128.75	\$54,195.00	\$3,933.75	\$393.38	\$3,540.37
NDOL_BOILER	32	Variable	\$3,718.00	\$3,622.00	\$96.00	\$9.60	\$86.40
NDOL_ELEVATOR	13	Variable	\$4,854.82	\$4,660.00	\$194.82	\$19.48	\$175.34
NDOL_OVR_PMT	57	Variable	\$10,375.17	\$10,269.74	\$105.43	\$10.54	\$94.89
NDOL_TAX_PMT	22	Variable	\$7,679.40	\$7,391.64	\$287.76	\$28.78	\$258.98
NEROADS - DOT_Permits	11,229	Variable	\$287,055.75	\$267,405.00	\$19,650.75	\$1,965.08	\$17,685.67
NEROADS - NDOTPERMITS	43	Variable	\$950.25	\$882.74	\$67.51	\$6.75	\$60.76
State Patrol Crime Report	1,308	\$18.00	\$31,635.50	\$25,512.50	\$6,123.00	\$612.30	\$5,510.70
NSPCCW_Renew - NSP Conceal & Carry Permi	542	\$4.50	\$29,484.50	\$27,050.00	\$2,434.50	\$243.45	\$2,191.05
State Patrol Crime Report - Subscriber	583	Variable	\$8,985.50	\$7,457.30	\$1,528.20	\$152.82	\$1,375.38
Event Registration	262	10% of Fee	\$13,307.00	\$11,999.50	\$1,307.50	\$130.75	\$1,176.75
Sarpy_Stop	281	Variable	\$34,480.00	\$33,642.14	\$837.86	\$83.79	\$754.07
Medicaid & Long Term Care	119	\$1.75	\$8,688.00	\$8,688.00	\$208.25	\$20.83	\$187.42
City of Waverly Soccer Registration (CDB)	80	\$1.75	\$140.00	\$0.00	\$140.00	\$14.00	\$126.00
City of Waverly Soccer Registration (TPE)	80	Variable	\$3,853.10	\$3,755.00	\$98.10	\$9.81	\$88.29
Hebron_utility_payment	11	Variable	\$2,847.26	\$2,828.01	\$19.25	\$1.93	\$17.32
Micellaneous Charge for Swipers	19	Variable	\$3,562.10	\$0.00	\$3,562.10	\$356.21	\$3,205.89
NBC_HeadCountF	60,425	Variable	\$3,625.50	\$362.92	\$3,262.58	\$326.26	\$2,936.32
NBC_Inspections	230	Variable	\$27,905.00	\$27,905.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscntregDH	1,610	Variable	\$6,440.00	\$4,025.00	\$2,415.00	\$241.50	\$2,173.50
dhhscntregLN-subscriber	-4	Variable	-\$10.00	-\$4.00	-\$6.00	-\$0.60	-\$5.40
dhhscntreg	2,813	\$1.50	\$13,078.50	\$8,914.50	\$4,164.00	\$416.40	\$3,747.60
dhhscntregDHL	7,263	\$1.50	\$36,315.00	\$25,420.50	\$10,894.50	\$1,089.45	\$9,805.05
tests	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>989184</b>		<b>\$17,516,198.53</b>	<b>\$17,016,072.15</b>	<b>\$505,459.17</b>	<b>\$50,545.98</b>	<b>\$454,913.19</b>

**Transaction Services Not Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	133,375	\$1.00	\$133,375.00	66,687.50	66,687.50	\$66,687.50
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00
Court Records (Justice) Credit Card Searches	830	\$15.00	\$12,450.00	\$6,225.00	6,225.00	\$6,225.00
Court E-Filing	15,373	\$1.00	\$15,373.00	\$0.00	\$15,373.00	\$15,373.00
COURTAPELFILE	373	\$2.00	\$938.00	\$200.00	738.00	\$738.00
Courtjudge	128	\$50.00	\$6,400.00	\$0.00	\$6,400.00	\$6,400.00
Court Citations	6,530	Variable	\$891,100.39	\$872,605.74	18,494.65	\$18,494.65
Court Payments	2,365	Variable	\$656,474.06	\$645,754.02	10,720.04	\$10,720.04
Lobbyist Registration	1	\$0.05	\$200.00	\$200.00	10.00	\$10.00

OTC-Court payments	1	Variable	\$36.75	\$35.00	1.75	\$1.75
LEG - BillTracker (1-3 eProfiles)	0		\$50.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0		\$100.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0		\$250.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	-1		\$500.00	-\$500.00	-\$250.00	-\$250.00
Wccfile	517	Variable	\$2,259.00	\$885.00	\$1,374.00	\$1,374.00
Scalessubscr	946	Variable	\$946.00	\$473.00	473.00	\$473.00
<b>SUBTOTAL</b>	<b>160,522</b>		<b>1,761,052.20</b>	<b>1,613,815.26</b>	<b>147,246.94</b>	<b>147,246.94</b>
						<b>\$35,449.71</b>

**Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			16,293.33	16,293.33	16,293.33
Subscriptions - New	464	50.00	23,200.00	23,200.00	23,200.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$39,493.33</b>	<b>\$39,493.33</b>	


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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,908	17.00	39,525.00	39,525.00	0.00
LCC -Tax Payments	32	variable	2,986,898.00	2,986,898.00	0.00
COURTEFILESUB	15,373	variable	\$401,747.00	\$401,747.00	0.00
COURTAPPTFILE	4	variable	\$200.00	\$200.00	0.00
WCCSUB	59	variable	\$885.00	\$885.00	0.00
<b>SUBTOTAL</b>	<b>17,376</b>		<b>\$3,429,255.00</b>	<b>\$3,429,255.00</b>	

**Payment Statement  
September 30, 2018**

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

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



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

**Transaction Services Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (1 NII Share (90%))	NII Share (90%)
DMV- DLR - Batch	15,712	\$3.00	\$47,136.00	\$31,424.00	\$15,712.00	\$1,571.20	\$14,140.80
DMV- DLR - Monitoring Fee	632,634	\$0.06	\$37,958.04	\$25,305.36	\$12,652.68	\$1,265.27	\$11,387.41
DMV- DLR - Interactive	82,664	\$3.00	\$247,992.00	\$165,328.00	\$82,664.00	\$8,266.40	\$74,397.60
DMV- DLR - Certified	37	\$3.00	\$111.00	\$74.00	\$37.00	\$3.70	\$33.30
DMV- DLR - Certified Transcript	194	\$4.00	\$776.00	\$582.00	\$194.00	\$19.40	\$174.60
DMV - DLR Single	1,944	\$3.00	\$5,832.00	\$3,888.00	\$1,944.00	\$194.40	\$1,749.60
DMV - Driver License Renew	7,664	Variable	\$187,647.50	\$177,344.00	\$10,303.50	\$1,030.35	\$9,273.15
DMV- TLR - Interactive	15,173	\$1.00	\$15,173.00	\$6,069.20	\$9,103.80	\$910.38	\$8,193.42
DMV- TLR - batch	52,518	\$1.00	\$52,518.00	\$21,007.20	\$31,510.80	\$3,151.08	\$28,359.72
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	11	\$18.00	\$198.00	\$110.00	\$88.00	\$8.80	\$79.20
DMV - Reinstatement	2,132	\$3.00	\$158,696.00	\$152,300.00	\$6,396.00	\$639.60	\$5,756.40
DMV - Specialty Plates	1,532	\$3.00	\$59,161.00	\$54,565.00	\$4,596.00	\$459.60	\$4,136.40
DMV - IRP	249	Variable	\$377,585.57	\$376,389.95	\$1,195.62	\$119.56	\$1,076.06
DMV - IFTA	220	Variable	\$18,058.80	\$17,644.05	\$414.75	\$41.48	\$373.27
DMVOTC	3,197	Variable	\$75,850.25	\$71,854.00	\$3,996.25	\$399.63	\$3,596.62
DMVOTC_CASH	2,965	Variable	\$59,958.00	\$59,958.00	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	903	Variable	\$37,061.00	\$34,055.00	\$3,006.00	\$300.60	\$2,705.40
DMV - Motor Vehicle Renewals	31,389	Variable	\$6,564,561.17	\$6,420,685.18	\$143,875.99	\$14,387.60	\$129,488.39
HHSS - Health Practitioner Lists	80	Variable	\$4,455.00	\$0.00	\$4,455.00	\$445.50	\$4,009.50
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$39.50	\$355.50
HHSS - Health License Monitoring	12,127	Variable	121.27	0.00	121.27	\$12.13	\$109.14
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Company	0	50	0	0	0	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	0	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	261	\$1.00	\$18,275.37	\$17,645.00	\$630.37	\$63.04	\$567.33
LCC Local Renewals	130	Variable	\$121,274.88	\$119,823.60	\$1,451.28	\$145.13	\$1,306.15
LCC_SDL	178	Variable	\$8,691.61	\$8,240.00	\$451.61	\$45.16	\$406.45
SED - Electrical Permits	867	4% of Fee	\$98,546.00	\$98,546.00	\$3,941.84	\$394.18	\$3,547.66
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	141	3.00	\$3,243.00	2,820.00	423.00	\$42.30	\$380.70
SED - License List	0	Variable	\$0.00	0.00	0.00	\$0.00	\$0.00
SEDEXAM3 - Exam Application (\$3 fee)	53	3.00	\$3,339.00	3,339.00	159.00	\$15.90	\$143.10
SEDEXAM5 - Exam Application (\$5 fee)	12	5.00	\$1,560.00	1,560.00	60.00	\$6.00	\$54.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,657	\$2/variable	\$132,229.60	\$128,090.00	\$4,139.60	\$413.96	\$3,725.64
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	40	\$10.00	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	792	\$6.50	\$5,148.00	\$1,980.00	\$3,168.00	\$316.80	\$2,851.20

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	623	\$6.50	\$4,049.50	\$1,557.50	\$2,492.00	\$249.20	\$2,242.80
SOS - Corporate Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$160.00	\$1,440.00
SOS - Corporate Special Request(TPE)	19	Variable	\$345.00	\$172.50	\$172.50	\$17.25	\$155.25
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,958	\$0.45	\$2,231.10	\$1,586.56	\$644.54	\$64.45	\$580.09
SOS - Corporate Images Credit Card	3,481	\$0.45	\$1,566.45	\$1,113.92	\$452.53	\$45.25	\$407.28
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Interactive Searches	5,731	\$4.50	\$25,789.50	\$20,058.50	\$5,731.00	\$573.10	\$5,157.90
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$160.00	\$1,440.00
SOS - UCC Special Request	230	Variable	\$460.00	\$230.00	\$230.00	\$23.00	\$207.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	17	\$15.00	\$255.00	\$127.50	\$127.50	\$12.75	\$114.75
SOS - UCC Continuationl Filings	1,213	\$8.00	\$9,704.00	\$7,884.50	\$1,819.50	\$181.95	\$1,637.55
SOS - UCC Original Filings	1,588	\$8.00	\$12,704.00	\$10,560.20	\$2,143.80	\$214.38	\$1,929.42
SOS - UCC Electronic Amendments	437	\$8.00	\$3,496.00	\$2,840.50	\$655.50	\$65.55	\$589.95
SOS - UCC Electronic Assignments	3	\$8.00	\$24.00	\$19.50	\$4.50	\$0.45	\$4.05
SOS - UCC Electronic Collateral Amendments	69	\$8.00	\$552.00	\$448.50	\$103.50	\$10.35	\$93.15
SOS - UCC Images	9,659	\$0.45	\$4,346.55	\$3,090.88	\$1,255.67	\$125.57	\$1,130.10
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - UCCAMEND_BUL	20	Variable	\$160.00	\$133.00	\$27.00	\$2.70	\$24.30
SOS - UCCASSIGN_BULK	4	Variable	\$32.00	\$26.60	\$5.40	\$0.54	\$4.86
SOS - UCCCOLLAMEND	7	Variable	\$56.00	\$46.55	\$9.45	\$0.95	\$8.50
SOS - UCCCONT_BULK	89	Variable	\$712.00	\$591.85	\$120.15	\$12.02	\$108.13
SOS - UCCORIG_BULK	625	Variable	\$5,000.00	\$4,156.25	\$843.75	\$84.38	\$759.37
SOS - EFS Interactive Searches	964	\$4.50	\$4,338.00	\$3,374.00	\$964.00	\$96.40	\$867.60
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	258	\$8.00	\$2,064.00	\$1,677.00	\$387.00	\$38.70	\$348.30
SOS - EFS Original Filings	149	\$8.00	\$1,192.00	\$968.50	\$223.50	\$22.35	\$201.15
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$2.75	\$24.75
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$17,860.00	\$17,324.20	\$535.80	\$53.58	\$482.22
E&A - Engineers & Architects License Renewal	1	5% of Fee	\$144.00	\$144.00	\$7.20	\$0.72	\$6.48
E&A - Engineers & Architects Recip	44	5% of Fee	\$6,600.00	\$6,600.00	\$330.00	\$33.00	\$297.00
Water Well Registrations	183	5% of Fee	\$15,000.00	\$13,950.00	\$1,050.00	\$105.00	\$945.00
REV - Motor Fuels Tax Filing	464	\$0.25	\$116.00	\$0.00	\$116.00	\$11.60	\$104.40
NDOA - Applicator permits	22	Variable	\$1,915.00	\$1,850.00	\$65.00	\$6.50	\$58.50
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	534	Variable	\$165,413.90	\$162,021.10	\$3,392.80	\$339.28	\$3,053.52
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	15	Variable	\$55,504.15	\$55,464.38	\$39.77	\$3.98	\$35.79
NDOA - AGSMALL_PACKAGE	3	Variable	\$773.92	\$750.00	\$23.92	\$2.39	\$21.53
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	95	Variable	\$43,794.87	\$43,413.50	\$381.37	\$38.14	\$343.23
NDOA - AGFIRM_REGISTRATION	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGGFAL_Renew	5	Variable	\$131.35	\$120.00	\$11.35	\$1.14	\$10.21
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$19,452.54	\$19,421.52	\$31.02	\$3.10	\$27.92
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	853	Variable	\$117,891.07	\$115,116.16	\$2,774.91	\$277.49	\$2,497.42

NDOA - AGMILK_RENEW	6	Variable	\$2,492.15	\$2,425.00	\$67.15	\$6.7	\$60.45
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	32	Variable	\$20,116.78	\$20,045.33	\$71.45	\$7.15	\$64.30
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	3	Variable	\$340.65	\$327.25	\$13.40	\$1.34	\$12.06
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	37	Variable	431.63	385.00	\$46.63	\$4.66	\$41.97
OTC-Over the counter payment	15,915	Variable	\$3,143,412.89	\$3,088,873.97	\$54,538.92	\$5,453.89	\$49,085.03
OTC Billback	75	Variable			\$438.67	\$43.87	\$394.80
PropertyTax Payments	598	Variable	\$1,447,253.90	\$1,438,242.56	\$9,011.34	\$901.13	\$8,110.21
NDOL - Contractor Registration	1,222	Variable	\$54,829.00	\$51,130.00	\$3,699.00	\$369.90	\$3,329.10
NDOL_BOILER	34	Variable	\$2,914.50	\$2,812.50	\$102.00	\$10.20	\$91.80
NDOL_ELEVATOR	28	Variable	\$6,109.88	\$5,840.00	\$269.88	\$26.99	\$242.89
NDOL_OVR_PMT	62	Variable	\$8,209.16	\$8,119.94	\$89.22	\$8.92	\$80.30
NDOL_TAX_PMT	20	Variable	\$6,984.09	\$6,722.42	\$261.67	\$26.17	\$235.50
NEROADS - DOT_Permits	12,261	Variable	\$303,446.75	\$281,990.00	\$21,456.75	\$2,145.68	\$19,311.07
NEROADS - NDOTPERMITS	62	Variable	\$1,248.50	\$1,151.16	\$97.34	\$9.73	\$87.61
State Patrol Crime Report	1,543	\$18.00	\$36,983.00	\$29,825.00	\$7,158.00	\$715.80	\$6,442.20
NSPCCW_Renew - NSP Conceal & Carry Permi	430	\$4.50	\$23,435.00	\$21,500.00	\$1,935.00	\$193.50	\$1,741.50
State Patrol Crime Report - Subscriber	1,088	Variable	\$16,816.00	\$13,921.60	\$2,894.40	\$289.44	\$2,604.96
Event Registration	210	10% of Fee	\$12,985.50	\$11,744.30	\$1,241.20	\$124.12	\$1,117.08
Sarpy_Stop	239	Variable	\$28,813.40	\$28,113.19	\$700.21	\$70.02	\$630.19
Medicaid & Long Term Care	112	\$1.75	\$8,469.00	\$8,469.00	\$196.00	\$19.60	\$176.40
City of Waverly Soccer Registration (CDB)	52	\$1.75	\$91.00	\$0.00	\$91.00	\$9.10	\$81.90
City of Waverly Soccer Registration (TPE)	52	Variable	\$2,448.46	\$2,385.00	\$63.46	\$6.35	\$57.11
Hebron_utility_payment	38	Variable	\$8,251.32	\$8,093.25	\$158.07	\$15.81	\$142.26
Micellaneous Charge for Swipers	88	Variable	\$15,236.50	\$0.00	\$15,236.50	\$1,523.65	\$13,712.85
NBC_HeadCountF	94,112	Variable	\$5,646.72	\$565.12	\$5,081.60	\$508.16	\$4,573.44
NBC_Inspections	331	Variable	\$32,821.17	\$32,821.17	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	1,932	Variable	\$7,728.00	\$4,830.00	\$2,898.00	\$289.80	\$2,608.20
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	3,904	\$1.50	\$18,418.00	\$12,571.00	\$5,847.00	\$584.70	\$5,262.30
dhscentregDHL	8,968	\$1.50	\$44,840.00	\$31,388.00	\$13,452.00	\$1,345.20	\$12,106.80
<b>SUBTOTAL</b>	<b>1,043,350</b>	<b>4,898</b>	<b>14,143,351</b>	<b>13,619,701</b>	<b>528,783</b>	<b>52,878</b>	<b>475,905</b>

**Transaction Services Not Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	Net Gross Share	Net Share
Court Records (Justice) Per Record	154,805	\$1.00	\$154,805.00	77,402.50	77,402.50	\$77,402.50
Court Records (Justice) Monthly	83	\$500.00	\$41,500.00	\$20,750.00	20,750.00	\$20,750.00
Court Records (Justice) Credit Card Searches	787	\$15.00	\$11,835.00	\$5,917.50	5,917.50	\$5,917.50
Court E-Filing	15,836	\$1.00	\$15,836.00	\$0.00	15,836.00	\$15,836.00
COURTAPELFILE	448	\$2.00	\$1,232.00	\$350.00	882.00	\$882.00
Courtjudge	127	\$50.00	\$6,350.00	\$0.00	\$6,350.00	\$6,350.00
Court Citations	6,592	Variable	\$874,829.62	\$856,204.42	18,625.20	\$18,625.20
Court Payments	2,567	Variable	\$879,032.97	\$867,726.75	11,306.22	\$11,306.22

Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	60.00	\$60.00
OTC-Court payments	2	Variable	\$7.95	\$4.45	3.50	\$3.50
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	525	Variable	\$2,451.00	\$1,095.00	\$1,356.00	\$1,356.00
Sccalessubscr	942	Variable	\$942.00	\$471.00	471.00	\$471.00
<b>SUBTOTAL</b>	<b>182,720</b>		<b>1,990,021.54</b>	<b>1,831,121.62</b>	<b>158,959.92</b>	<b>158,959.92</b>
						<b>\$35,840.33</b>

**Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			1,890.83	1,890.83	1,890.83
Subscriptions - New	471	50.00	23,550.00	23,550.00	23,550.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$25,440.83</b>	<b>\$25,440.83</b>	

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

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,081	17.00	41,854.00	41,854.00	0.00
LCC -Tax Payments	32	variable	2,555,251.00	2,555,251.00	0.00
COURTEFILESUB	15,836	variable	\$401,665.00	\$401,665.00	0.00
COURTAPPTFILE	7	variable	\$350.00	\$350.00	0.00
WCCSUB	73	variable	\$1,095.00	\$1,095.00	0.00
<b>SUBTOTAL</b>	<b>18,029</b>		<b>\$3,000,215.00</b>	<b>\$3,000,215.00</b>	

# Appendix 2