

**NEBRASKA
STATE RECORDS
BOARD**

1221 N Street

2nd Floor

Conference Room

December 18, 2020

1:30 P.M.

<p>ORGANIZATION Nebraska State Records Board</p>	<p>ACTIVITY Meeting</p>
<p>DATE OF ACTIVITY 12/18/2020</p>	<p>TIME OF ACTIVITY 1:30 PM Central</p>
<p>LOCATION 1221 N Street 2nd Floor Conference Room</p>	<p>DETAILS Quarterly Meeting</p>
<p>MEETING AGENDA https://staterecordsboard.nebraska.gov/meetings</p>	<p>MEETING MATERIALS https://staterecordsboard.nebraska.gov/meetings</p>
<p>NAME Colleen Byelick Chief Deputy SOS General Counsel</p> <p>ADDRESS 1445 K Street Suite 2300 Lincoln, NE</p> <p>TELEPHONE (402) 471-8408</p> <p>FAX (402) 471-3237</p>	<p>EMAIL colleen.byelick@nebraska.gov</p> <p>AGENCY WEBSITE https://staterecordsboard.nebraska.gov/</p>

NEBRASKA STATE RECORDS BOARD AGENDA

1201 N Street, 2nd Floor Conference Room

December 18, 2020, 1:30 P.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
Action Item: Approval of September 2, 2020 meeting minutes.
6. APPROVAL OF FINANCIAL REPORT
Action Item: Approval of Cash Fund Balance Report
7. PUBLIC COMMENT
8. NEW BUSINESS
 - a) Nebraska Interactive re-branding discussion (General Manager Brent Hoffman)
 - b) **Action Item:** Approve revised template documents
 1. Addendum for Business Payment Processing
 2. Addendum for Citizen Payment Processing
 3. Addendum for Event Registration
 4. Addendum for Payport
 5. Addendum for Real Estate Tax Payment Processing
 6. Electronic Government Service Level Agreement
 7. Statement of Work
9. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF TEMPLATE AGREEMENTS
(Signed by Chairperson Evnen pursuant to Board authority)
 1. **Non-Action Item:** EGSLA – Village of Arlington, Attorney General, City of Bayard, City of Dakota City, Village of Glenvil, Grant County, Department of Insurance, Liquor Control Commission, Village of Litchfield, Village of Morrill, Parole Board, City of Pawnee City and City of Terrytown
 2. **Non-Action Item:** Citizen Payment Processing – Village of Arlington Addendum 1, Douglas County Addendum 4, Village of Morrill, Parole Board Addendum 2, City of Pawnee City Addendum 2, Supreme Court Addendum 18, City of Terrytown Addendum 1
 3. **Non-Action Item:** Business Payment Processing – Electrical Division Addendum 8
 4. **Non-Action Item:** PayPort – City of Bayard, Addendum 1, Village of Glenvil, Addendum 1, Grant County Addendum 1, Village of Morrill Addendum 1, City of Red Cloud Revised Addendum 1 and Upper Big Blue NRD Addendum 2.
 5. **Non-Action Item:** Statement of Work (SOW) – Motor Vehicle Industry Licensing Board, Secretary of State

- b) REVIEW OF PROJECT STATUS REPORTS
- c) SECOND AMENDMENT TO THE CONTRACT-BUSINESS PLAN

10. NEBRASKA INTERACTIVE REPORTS

- a) **Action Item:** Project Priority Report Q3
- b) **Action Item:** Nebraska Interactive LLC Business Plans for 2021
- c) General Manager's Report

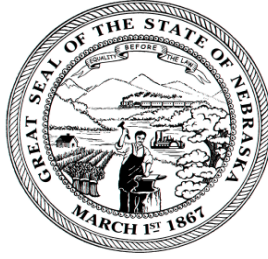
11. DATE FOR NEXT MEETING

March 24, 2021, 9:00 a.m.

LOCATION: 1201 N Street, 2nd Floor Conference Room

12. ADJOURNMENT

Last Updated 12/03/2020



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of September 2, 2020

Agenda Item 1. CALL TO ORDER, ROLL CALL. The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairperson Robert B. Evnen at 9:03 a.m. on September 2, 2020.

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

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

Vacant member positions:

Representative of the Legal Profession
Representative of the Libraries
Representative the Banking Industry

Staff in attendance:

Colleen Byelick, Chief Deputy and General Counsel, Secretary of State
Tracy Marshall, Recording Clerk

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

Agenda Item 3. NOTICE OF MEETING. The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on August 15, 2020, and on the state's public meeting calendar website. 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. The Chairperson brought to the Board’s attention the adoption of the agenda. Mr. Foley moved to approve the Agenda as presented. Mr. Murante seconded the motion.

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

Voting Against: None

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the June 17, 2020 meeting. Mr. Ojeda moved to adopt the minutes. Mr. Weir seconded the motion. There was no further discussion.

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

Voting Against: None

The motion carried.

Agenda Item 6a. APPROVAL OF FINANCIAL REPORT. Colleen Byelick, Chief Deputy and General Counsel for the Secretary of State provided an overview of the June 30, 2020 Cash Fund Balance Report. Ms. Byelick pointed out the growth of the fund balance due to the change of contract terms related to portal fees. The Chairperson spoke about use of those funds for moving the Records Center from the current building and indicated that an RFP had gone out and prices were higher than expected, so all bids were rejected and another RFP would be going out in October. Mr. Murante moved to approve the Cash Fund Balance report. Mr. Foley seconded the motion. There was no further discussion.

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

Voting Against: None

The motion carried.

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

Agenda Item 8. EXECUTIVE DIRECTOR’S REPORT

Agenda Item 8.a. Review of Template Agreements: Ms. Byelick indicated the EGSLA’s, Citizen Payment Processing, Business Payment Processing, Event Registration, PayPort, and SOW’s that were signed pursuant to Board Authority,

Agenda Item 8.b. Review of Project Status Reports: Ms. Byelick presented information related to the status of various active projects based upon feedback from the state agency partners.

Agenda Item 8.c. Audit of Nebraska Interactive, LLC, 2018, 2019: Mr. Foley presented information regarding the audit of Nebraska Interactive, LLC by Ernst & Young and indicated the Audit had been reviewed by the Finance subcommittee and by an employee of the Auditor’s Office. Mr. Foley, on behalf of the Finance subcommittee, made a motion to accept the Audit. As a motion of the subcommittee, a second was not required.

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

Voting Against: None

The motion carried.

Agenda Item 9. NEBRASKA INTERACTIVE REPORTS.

Agenda Item 9a. Project Priority Report Q2: Mr. Hoffman provided a brief overview of the report. Ms. Stenger moved to approve the Project Priority Report, which was seconded by Mr. Weir. There was no further discussion.

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

Voting Against: None

The motion carried.

Agenda item 9.b. Nebraska Interactive LLC Business Plans for 2020: Chairman Evnen explained that he would like to make an amendment to the contract so the next Business plan would be submitted for the upcoming calendar year. Mr. Weir asked if anyone was looking at the IT plan submitted by state agencies to determine where Nebraska Interactive services might be utilized. Mr. Weir indicated that he would pursue obtaining agency IT plans from the NITC. Mr. Hoffman provided a brief overview of the Nebraska Interactive LLC Business Plan for 2020 and answered questions from the Board members regarding the plan. Motion to accept the report. Motion to Authorize and direct the Chairman of the Board to enter into a discussion to amendment to agreement with Nebraska Interactive to provide a calendar year report for the Business Plan. Ms. Donley moved to accept the Nebraska Interactive LLC Business Plan for 2020, Mr. Ojeda seconded the motion.

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

Voting Against: None

The motion carried.

The Chair then requested a motion to authorize and direct the Chair to amend the agreement with Nebraska Interactive, LLC to provide for the submission of an annual calendar year business plan to be submitted at least thirty days prior to the fourth quarter meeting of the Board that occurs prior to the commencement of that business plan. Ms. Stenger made the requested motion, Mr. Karpisek seconded the motion. Mr. Murante offered a friendly amendment to the motion to authorize the chair to negotiate the amendment. The friendly amendment was accepted by the mover and seconder.

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

Voting Against: None

The motion carried.

Agenda Item 9.c. General Manager’s Report: Mr. Hoffman indicated that Nebraska Interactive, LLC had submitted a trade name application related to a national rebranding effort. Mr. Hoffman provided an overview of the General Manager’s Report. Mr. Hoffman highlighted the importance of electronic government services due to the current COVID-19 pandemic.

Agenda Item 12. DATE FOR NEXT MEETING. The Chairperson announced the next NSRB meeting will be held on December 9, 2020, at 9:00 a.m., in Room 1510 of the State Capitol.

Agenda Item 13. ADJOURNMENT. The Chairperson declared the meeting adjourned at 10:09 a.m.

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

Date

NSRB - CASH FUND BALANCE
State Records Board - Revenues & Expenditures & Transfers
July 1, 2020 through September 30, 2020
 With comparative figures for July 1, 2019 through September 30, 2019
FY 20-21

	<u>July 2020</u>	<u>Prior Year July 2019</u>	<u>Aug 2020</u>	<u>Prior Year Aug 2019</u>	<u>Sept 2020</u>	<u>Prior Year Sept 2019</u>	<u>Year to Date FY 20-21</u>	<u>Year to Date FY 19-20</u>
Revenues:								
Sale of Subscriber Services	\$971,135.09	\$868,401.23	\$1,028,048.10	\$983,338.10	\$1,087,359.81	\$1,070,955.61	\$3,086,543.00	\$2,922,694.94
General Business Fees	\$78.00	\$56.00	\$39.00	\$35.00	\$67.00	\$57.00	\$184.00	\$148.00
Driver Records	\$370.00	\$535.00	\$297.00	\$645.00	\$594.00	\$488.00	\$1,261.00	\$1,668.00
Investment Income	\$2,964.90	\$2,173.48	\$2,679.80	\$1,577.89	\$2,832.97	\$1,585.27	\$8,477.67	\$5,336.64
Total	\$974,547.99	\$871,165.71	\$1,031,063.90	\$985,595.99	\$1,090,853.78	\$1,073,085.88	\$3,096,465.67	\$2,929,847.58
Expenditures:								
State Agency Transfers	\$615,224.26	\$553,069.20	\$674,471.40	\$639,899.63	\$767,159.83	\$725,341.71	\$2,056,855.49	\$1,918,310.54
NIC	\$218,436.41	\$214,790.08	\$214,761.91	\$232,735.56	\$186,357.97	\$234,823.12	\$619,556.29	\$682,348.76
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$12,388.31	\$20,084.07	\$13,517.92	\$20,305.19	\$12,832.82	\$19,618.62	\$38,739.05	\$60,007.88
Misc. Expense	\$736.66	\$1,189.15	\$2,399.40	\$4,908.72	\$1,451.40	\$683.62	\$4,587.46	\$6,781.49
Total	\$846,785.64	\$789,132.50	\$905,150.63	\$897,849.10	\$967,802.02	\$980,467.07	\$2,719,738.29	\$2,667,448.67
Net Increase (Decrease)	\$127,762.35	\$82,033.21	\$125,913.27	\$87,746.89	\$123,051.76	\$92,618.81	\$376,727.38	\$262,398.91
Transfers Out*	(\$61,130.00)	(\$58,294.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$61,130.00)	(\$58,294.00)
Fund Balance	\$2,074,116.98	\$870,740.49	\$2,200,030.25	\$958,487.38	\$2,323,082.01	\$1,051,106.19	\$2,323,082.01	\$1,051,106.19
Fund Balance-Local Agency	\$544.80	\$533.06	\$545.47	\$534.16	\$546.15	\$535.26	\$546.15	\$535.26
Records Management Cash Fund Balance	\$2,074,661.78	\$871,273.55	\$2,200,575.72	\$959,021.54	\$2,323,628.16	\$1,051,641.45	\$2,323,628.16	\$1,051,641.45

*LB294 (2019) required \$58,294 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2020, and \$61,130 to be transferred on or before June 30, 2021. The transfers were made on July 15, 2019, and July 15, 2020, respectively.

Addendum NIC Nebraska Business Payment Processing

**Addendum <Number> to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
[Partner], and the
Nebraska State Records Board**

This Addendum <Number> to the Electronic Government Service Level Agreement (“EGSLA”) made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and [Partner], sets forth certain services the Contractor will provide (operated under the NSRB’s auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

Project: Business Payment Processing

Revenue Type: Instant Access

Implementation: Year

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

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: _____

Date: _____

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

By:

Date:

<Authorized Person Title/Office>-<Printed Name >

[Partner]

By:

Date:

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Addendum NIC Nebraska Citizen Payment Processing

**Addendum <Number> to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
[Partner], and the
Nebraska State Records Board**

This Addendum <Number> to the Electronic Government Service Level Agreement (“EGSLA”) made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and [Partner], sets forth certain services the Contractor will provide (operated under the NSRB’s auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

Project: Citizen Payment Processing

Revenue Type: Instant Access

Implementation: Year

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

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: _____

Date: _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

By:

Date:

<Authorized Person Title/Office>-<Printed Name >

[Partner]

By:

Date:

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Addendum NIC Nebraska Event Registration

**Addendum <Number> to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
[Partner], and the
Nebraska State Records Board**

This Addendum <Number> to the Electronic Government Service Level Agreement (“EGSLA”) made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and [Partner], sets forth certain services the Contractor will provide (operated under the NSRB’s auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

Project: Event Registration

Revenue Type: Instant Access

Implementation: Year

Service	Partner Fee	Contractor Portal Fee	NSRB Share
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration PIN Debit	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: _____

Date: _____

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

By:

Date:

<Authorized Person Title/Office>-<Printed Name >

[Partner]

By:

Date:

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Addendum NIC Nebraska Payport

**Addendum <Number> to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
[Partner], and the
Nebraska State Records Board**

This Addendum <Number> to the Electronic Government Service Level Agreement (“EGSLA”) made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and [Partner], sets forth certain services the Contractor will provide (operated under the NSRB’s auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

Project: Payport for [Partner]

Revenue Type: Instant Access

Implementation: Year

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

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: _____

Date: _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

By:

Date:

<Authorized Person Title/Office>-<Printed Name >

[Partner]

By:

Date:

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Addendum NIC Nebraska Real Estate Tax Payment Processing

**Addendum <Number> to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
[Partner], and the
Nebraska State Records Board**

This Addendum <Number> to the Electronic Government Service Level Agreement (“EGSLA”) made by Nebraska Interactive, LLC dba NIC Nebraska (the Contractor), the Nebraska State Records Board (NSRB), and [Partner], sets forth certain services the Contractor will provide (operated under the NSRB’s auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

Project: Real Estate Tax Payments

Revenue Type: Instant Access

Implementation: Year

Service	Partner Fee	Contractor Portal Fee	NSRB Share
Real Estate Tax Payments Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Real Estate Tax Payments Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Real Estate Tax PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: _____

Date: _____

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

By:

Date:

<Authorized Person Title/Office>-<Printed Name >

[Partner]

By:

Date:

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Electronic Government Service Level Agreement
with
<Partner Name>

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

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

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

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

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

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

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

Mailing address: <Partner Name (agency) and Title>
<Partner Address>
<Partner City, State, Zip Code>
Phone: <Contact Phone>
Email: <Contact Email>
[Optional] Fax: <Contact Fax>

Mailing Address: Contractor

1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402 471 7810
Email: ne-general-manager@nicusa.com
[Optional] Fax: <Contact Fax>

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
[Optional] Fax: <Contact Fax>

8) TERMINATION OF AGREEMENT –

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

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

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

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

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

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

- 11) CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12) MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13) EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b) SWIPE HARDWARE PROVISION AND SUPPORT
 - i) To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii) The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
 - iii) The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner’s control) necessary to aid the Contractor in assisting the Partner’s staff users at the Service hardware support level agreed above.
 - c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor’s interface with the Partner’s system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

- ii) Supply reports to the Partner in an understandable and logical format; and
 - iii) The Contractor’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner’s responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i) Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Contractor within three (3) business days.
 - ii) Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.

- iv) Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi) Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
 - vii) Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii) Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
 - f) RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18) SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract

- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

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

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

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

[Form of] Statement of Work

[Project]

[Partner]

Contractor: Nebraska Interactive, LLC dba NIC Nebraska
Project Manager: [Project Manager]
Date: [Click here to enter a date.](#)

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

1. Introduction

- Describe relevant history that precedes project.
- Describe business drivers for project.
- Describe project's relationship to other initiatives.
- Describe current process.

2. Project Overview

2.1 Objectives

State what the project must accomplish. Be brief and high-level. Describe impact to citizens and agency.

2.2 Scope

2.2.1 Inclusions

Provide specific details to ensure understanding.

2.2.2 Exclusions

Specify what is considered out of scope for project.

2.3 Terminology

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

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

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

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

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

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

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

2.3.7 **Administrator-** staff member of the Contractor

2.4 **Assumptions**

List factors that, for purpose of defining business need and solution, are considered to be true.

2.5 **Constraints**

List restrictions or limitations external to project that could affect performance of the project (e.g., grant money, compliance with legislation, third-party vendor).

2.6 **Milestones**

3. **Requirements**

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

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

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

4. **Terms and Conditions**

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

4.1 **Confidentiality**

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor

shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

4.2 SOW Representatives and Notices

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

Mailing address: <Partner Name (agency) and Title>
<Partner Address>
<Partner City, State, Zip Code>
Phone: <Contact Phone>
Email: <Contact Email>

Mailing address: General Manager/Contractor
1135 "M" Street, Suite 220
Lincoln, NE 68508
Phone: 402 471 7810
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

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 **Relationship of Parties**

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

4.6 **Changes, Modifications or Amendments**

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

4.7 **Entire Agreement**

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

4.8 **Governing Law**

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

4.9 **Severability**

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

4.10 **Order of Precedence**

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

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

5. Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate

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

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

5.3 Annual Maintenance Charge

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

No maintenance charge will be assessed.

6. Signatures

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

Nebraska Interactive, LLC dba NIC Nebraska
Authorized Party

[Partner]
Authorized Party

.....
Print Name

.....
Print Name

.....
Signature

.....
Date

.....
Signature

.....
Date

Nebraska State Records Board
Authorized Party

Secretary of State {NAME}, Chairperson

.....
Print Name

.....
Signature

.....
Date

[Form of] Amendment to SOW

**AMENDMENT NO.
TO
[INSERT PROJECT NAME]
STATEMENT OF WORK**

This Amendment No. __ (“Amendment __”) to the [INSERT PROJECT NAME] Statement of Work dated [INSERT DATE OF LAST SIGNATURE] (“SOW”) is entered into by and among [INSERT PARTNER NAME], the Nebraska State Records Board and Nebraska Interactive, LLC dba NIC Nebraska (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 (“the Master Contract”) between the Nebraska State Records Board (“NRSB”) and Nebraska Interactive, LLC dba NIC Nebraska (the Contractor); 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:

1. [DESCRIPTION]
2. This Amendment __ 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 __, expressly agree to these terms and conditions set forth herein as evidenced by their respective dated signatures below:

Nebraska Interactive, LLC dba NIC Nebraska
Authorized Party

.....
Print Name

.....
Signature

.....
Date

[Partner]
Authorized Party

.....
Print Name

.....
Signature

.....
Date

.....
Nebraska State Records Board
Authorized Party
.....
Secretary of State {NAME},
Chairman

.....
Print Name

.....
Signature

.....
Date

Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Arlington, Village of	11/25/2020
Attorney General	09/23/2020
Bayard, City of	09/23/2020
City of Dakota City	09/23/2020
Glensvil, Village of	09/23/2020
Grant County	09/23/2020
Insurance, Department of	11/25/2020
Liquor Control Commission	11/25/2020
Litchfield, Village of	09/23/2020
Morrill, Village of	11/25/2020
Parole Board	09/20/2020
Pawnee City, City of	11/25/2020
Terrytown, City of	09/23/2020

**Electronic Government Service Level Agreement
with
Village of Arlington**

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

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

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

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

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

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

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

Mailing address:	Village of Arlington, Chairman 245 North 2nd Street Arlington, Nebraska 68002
Phone:	402-478-4212
Email:	clerk@arlingtonne.gov
[Optional] Fax:	402-478-4220

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

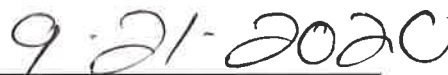


Date

Village of Arlington



Paul Krause
Chairman



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
Attorney General**

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

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

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

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

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

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

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

Mailing address:	Attorney General, Director of Operations 2115 State Capitol Lincoln, 68509
Phone:	<u>402-471-2687</u>
Email:	<u>Dana.hoffman@nebraska.gov</u>

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

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

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank

account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

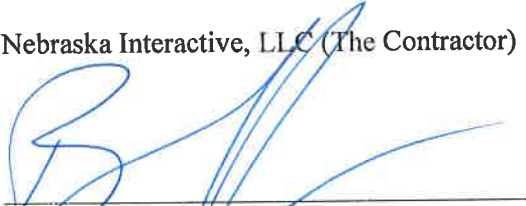
shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

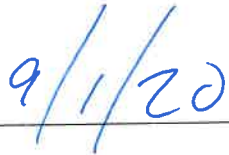
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor,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

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

Nebraska Interactive, LLC (The Contractor)

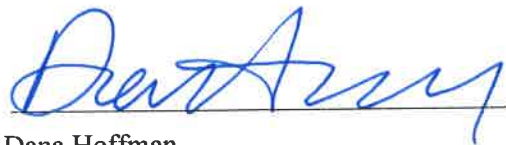


Brent Hoffman
General Manager

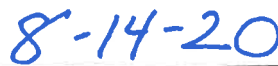


Date

Attorney General




Dana Hoffman
Director of Operations




Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
City of Bayard**

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

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

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

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

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

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

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

Mailing address:	City of Bayard, Mayor P.O. Box 160 445 Main Street Bayard, 69334
Phone:	308-586-1121
Email:	cityoffice@cityofbayard.net
[Optional] Fax:	308-586-1834

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

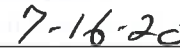


Date

City of Bayard



Greg Schmall
Mayor




Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
City of Dakota City**

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

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

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

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

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

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

an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	City of Dakota City, Mayor P.O. Box 482 1511 Broadway Dakota City, 68731
Phone:	402-987-3448
Fax:	402-987-3313
Email:	admin@dakotacity.net

Mailing Address:	Nebraska Interactive 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
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1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. **INTERFACE AND DATABASE DEVELOPMENT –** Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. **SWIPE HARDWARE PROVISION AND SUPPORT**

acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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


shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
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21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
 - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

9/11/20

Date

City of Dakota City




Jerry Yacevich
Mayor

6/26/2020

Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson

9/23/2020

Date

**Electronic Government Service Level Agreement
with
Village of Glenvil**

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

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

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

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

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

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

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

Mailing address:	Village of Glenvil, Chairman 201 Winters Avenue Glenvil, NE 68941
Phone:	402-771-2283
Email:	cityofglenvil@windstream.net

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

- b. **SWIPE HARDWARE PROVISION AND SUPPORT**
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
 - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.


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

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

Nebraska Interactive, LLC (The Contractor)




Brent Hoffman
General Manager

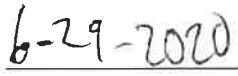


Date

Village of Glenvil




Matthew Whitten
Chairman




Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

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

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

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

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

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

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

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

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

Mailing address:	Grant County, Chairperson 105 E. Harrison Street Hyannis, 69350
Phone:	308-458-2488
Email:	christee.haney@nebraska.gov
[Optional] Fax:	308-458-2780

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

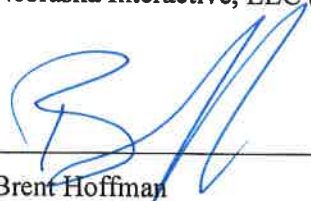
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)




Brent Hoffman
General Manager

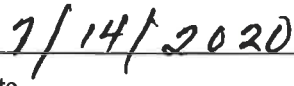


Date

Grant County




Tom White
Chairperson



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
Department of Insurance**

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

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

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

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

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

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

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

Mailing address:	Department of Insurance, Director 1135 M St #300 Lincoln, 68508
Phone:	(402) 471-2201
Email:	bruce.ramge@nebraska.gov
[Optional] Fax:	

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.


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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager



Date

Department of Insurance




Bruce Ramge
Director



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
Nebraska Liquor Control Commission**

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

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

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

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

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

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

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

Mailing address:	Nebraska Liquor Control Commission, Director PO Box 95046 Lincoln, 68509-5046
Phone:	402-471-2571
Email:	Hobert.Rupe@nebraska.gov
[Optional] Fax:	

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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


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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

10/13/20

Date

Nebraska Liquor Control Commission



Hobert Rupe
Director

9-18-2020

Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson

11/25/2020

Date

**Electronic Government Service Level Agreement
with
Village of Litchfield**

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

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

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

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

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

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

an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address: Village of Litchfield, Chairperson
PO Box 166
Litchfield, 68852
Phone: 308-446-2285
Email: vol@nctc.net
[Optional] Fax:

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

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

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
 - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the

acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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


shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

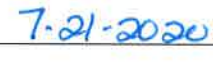


Date

Village of Litchfield




William Johnson
Chairperson



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
Village of Morrill**

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

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

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

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

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

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

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

Mailing address: Village of Morrill, Chairman
118 Center Avenue P.O. Box 305
Morrill, NE 69358
Phone: 308-247-2312
Email: village69358@gmail.com

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

Mailing Address: Nebraska State Records Board

Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank

account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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


shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager

10/13/20

Date

Village of Morrill




Tony Schuler
Chairman

10-23-2020

Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson

11/25/2020

Date

**Electronic Government Service Level Agreement
with
Nebraska Board of Parole**

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

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

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

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

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

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

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

Mailing address:	Nebraska Board of Parole, Director of Parole Supervision 421 South 9th Street Heritage Square Building, Suite 220 Box 25 Lincoln, 68508
Phone:	402-309-6123

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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


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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)




Brent Hoffman
General Manager

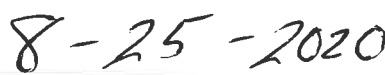


Date

Nebraska Board of Parole

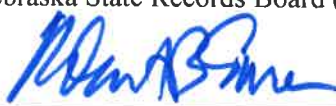


Julie Micek
Director of Parole Supervision



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
City of Pawnee City**

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

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

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

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

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

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

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

Mailing address:	City of Pawnee City, Mayor 605 G Street Pawnee City, Nebraska 68420
Phone:	402-852-2781
Email:	PCITYHALL@PCITYHALL.ORG
[Optional] Fax:	

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

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

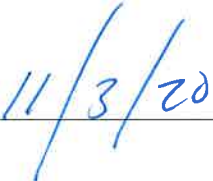
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor,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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager



Date

City of Pawnee City




Charlie Hatfield
Mayor




Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

**Electronic Government Service Level Agreement
with
City of Terrytown**

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

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

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

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

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

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

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

Mailing address:	City of Terrytown, Mayor 116 Terry Blvd Gering, 69341
Phone:	308-632-7212
Email:	cityofterrytown@cityoftt.com

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

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank

account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

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

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

Nebraska Interactive, LLC (The Contractor)



Brent Hoffman
General Manager



Date

City of Terrytown



Chris Perales
Mayor



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen
Chairperson



Date

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

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

Project: Citizen Payment Processing for Village of Arlington

Revenue Type: Instant Access

Implementation: 2020

Service	Village of Arlington Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:  _____

Date: 10/13/20

General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:  _____

Date: 9-22-2020

Chairman- Paul Krause

Village of Arlington

By:  _____

Date: 11/25/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

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

Project: Citizen Payment Processing for Douglas County

Revenue Type: Instant Access

Implementation: 2020

Service	Douglas County Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:  _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC

Date: 9/20/20

By:  _____

Authorized Officer-

Douglas County

Date: 9/9/2020

By:  _____

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 11/25/2020

Resolution No: 0426
ADOPTED: August 11, 2020

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

WHEREAS, Board of County Commissioners originally approved the Electronic Government Service Level Agreement March 29, 2011 and renewed it May 19, 2020; and

WHEREAS, Board of County Commissioners approved the revised Addendum Five May 19, 2020; and

WHEREAS, due to a mistake in Addendum numbering, it is intended Addendum Four is needed to supersede and replace prior Addendum Five approved on May 19, 2020 via Resolution number 20-00253; and

WHEREAS, there is no minimum usage or commitment for departments to use the PayPort credit card acceptance solution; and

WHEREAS, PayPort solution adds efficiencies and convenience to payment processing and multiple departments plan to continue usage.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached Addendum Four between Douglas County, and Nebraska Interactive, LLC, and Nebraska State Records Board is hereby approved and adopted and the Chair of the Board is authorized and directed to execute said agreement on behalf of Douglas County.

Dated the 11th day of August, 2020.

Motion by Boyle, second by Rodgers to approve. I move the adoption of the resolution.

Adopted: August 11, 2020

Yeas: Borgeson, Boyle, Cavanaugh, Morgan, Rodgers, Duda

Absent: Kraft

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 0426
ADOPTED: August 11, 2020

**Addendum Two to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Village of Morrill, and the
Nebraska State Records Board**

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

Project: Citizen Payment Processing for Village of Morrill

Revenue Type: Instant Access

Implementation: 2020

Service	Village of Morrill Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 9/1/20

By: J. R. A. S. L. C.
Chairman - Tony Schuler
Village of Morrill

Date: 07.23.2020

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

Date: 11/30/2020

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

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

Project: Citizen Payment Processing for Nebraska Board of Parole

Revenue Type: Instant Access

Implementation: 2020

Service	Nebraska Board of Parole Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

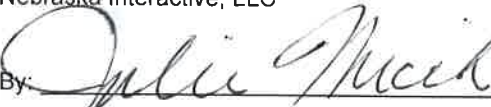
Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

By:  _____

Date: 9/1/20

General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:  _____

Date: 8-25-2020

Director- Julie Micek

Nebraska Board of Parole

By:  _____

Date: 9/23/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

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

Project: Citizen Payment Processing for City of Pawnee City

Revenue Type: Instant Access

Implementation: 2020

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

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

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

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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 11/2/20

By: 
 Mayor- Charlie Hatfield
 City of Pawnee City

Date: 10-1-2020

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

Date: 11/25/2020

**Addendum Eighteen to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Supreme Court, and the
Nebraska State Records Board**

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

Project: Citizen Payment Processing for Nebraska Supreme Court

Revenue Type: Instant Access

Implementation: 2020

Service	Nebraska Supreme Court Fee	Contractor Portal Fee
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95

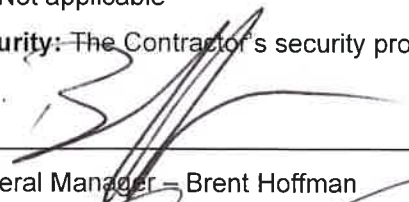
Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors:

- State-Selected Processor for services that deposit into a state account.
- Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01) for services that deposit into individual county or district courts' local banking accounts.

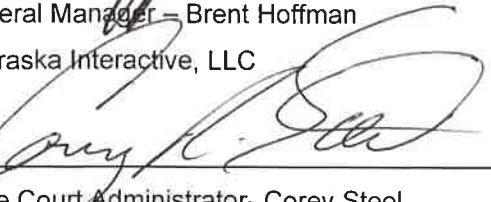
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases up to 100 swipe devices of First Data FD40
- Partner purchases up to 100 swipe devices of First Data FD40
- Not applicable

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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/16/20

By: 
 State Court Administrator- Corey Steel
 Nebraska Supreme Court

Date: 8-19-20

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

Date: 11/25/2020

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

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

Project: Citizen Payment Processing for City of Terrytown

Revenue Type: Instant Access

Implementation: 2020

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

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

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

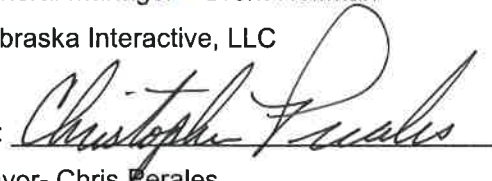
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable


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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 9/1/20

By: 
 Mayor- Chris Perales
 City of Terrytown

Date: 5.7.2020

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

Date: 9/23/2020

**Addendum Eight to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
State Electrical Division, and the
Nebraska State Records Board**

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

Project: Business Payment Processing for State Electrical Division

Revenue Type: Instant Access

Implementation: 2020

Service	State Electrical Division Fee	Contractor Portal Fee	NSRB Share
Business Payment Processing (License Payment) Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Business Payment Processing (License Payment) Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 + 3%	20% of Portal Fee
Business Payment Processing (License Payment) PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee


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

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


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

- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 9/17/20

By: 
 Executive Director- Kevin Booker
 State Electrical Division

Date: 6-22-20

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

Date: 9/24/2020

State & Local List
PayPort (Pin Debit) Payments Addenda

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

New PayPort Addenda

**NSRB Chairman
Signature**

Bayard, City of	Addendum 1	09/23/2020
Glenvil, Village of	Addendum 1	09/23/2020
Grant County	Addendum 1	09/23/2020
Morrill, Village of	Addendum 1	11/25/2020
Red Cloud, City of	Addendum 1 (REVISED)	09/24/2020
Upper Big Blue NRD	Addendum 2	11/25/2020

Summary
Nebraska State & Local Government
Blanket Addendum

Project: PayPort

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

Current Process:

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

Project Overview/Proposal:

New users since the last meeting include:

- Bayard, City of
- Glenvil, Village of
- Grant County
- Morrill, Village of
- Red Cloud, City of
- Upper Big Blue NRD

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

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

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

Project: Payport for City of Bayard

Revenue Type: Instant Access

Implementation: 2020

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

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

State-Selected Processor

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

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

The Contractor purchases swipe devices of

- Partner purchases two swipe devices of MagTek DynaPad

Not applicable

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

By:  _____

Date: 9/1/20

General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:  _____

Date: 7-16-20

Mayor - Greg Schmall

City of Bayard

By:  _____

Date: 9/23/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

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

Project: Payport for Village of Glenvil

Revenue Type: Instant Access

Implementation: 2020

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

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

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

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

- The Contractor purchases swipe devices of
- Partner purchases swipe devices of
- Not applicable

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

By:  _____

Date: 9/1/20

General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:  _____

Date: 6-29-2020

Chairman - Matthew Whitten

Village of Glenvil

By:  _____

Date: 9/23/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

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

Project: Payport for Grant County

Revenue Type: Instant Access

Implementation: 2020

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

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

State-Selected Processor

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

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

The Contractor purchases swipe devices of

Partner purchases 1 swipe device of First Data FD-40

Not applicable

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

By:  _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC

Date: 9/1/20

By: Thomas J. White

Chairperson - Tom White

Grant County

Date: 7/14/2020

By:  _____

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 9/23/2020

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

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

Project: Payport for Village of Morrill

Revenue Type: Instant Access

Implementation: 2020

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

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

State-Selected Processor

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

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

The Contractor purchases swipe devices of

Partner purchases swipe devices of

Not applicable

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

By:  _____

General Manager – Brent Hoffman

Nebraska Interactive, LLC

Date: 9/1/20

By:  _____

Chairman - Tony Schuler

Village of Morrill

Date: 6-23-2020

By:  _____

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 11/21/2020

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

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

Project: Payport for City of Red Cloud

Revenue Type: Instant Access

Implementation: 2018

Service	City of Red Cloud Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

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


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

- The Contractor purchases swipe devices of
- Partner purchases 1 swipe devices of First Data FD-40
- Not applicable

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

By: 
General Manager – Brent Hoffman
Nebraska Interactive LLC

Date: 9/11/20

By: 
Mayor - Todd Brown
City of Red Cloud

Date: 7-6-2020

By: Robert B. Evnen

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

Date: 9/24/2020

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

This Addendum Two to the Electronic Government Service Level Agreement (EGSLA) made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Upper Big Blue Natural Resources District, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Payport for Upper Big Blue Natural Resources District

Revenue Type: Instant Access

Implementation: 2020

Service	Upper Big Blue Natural Resources District Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

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

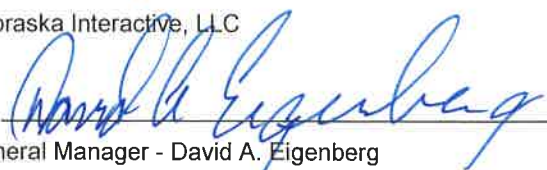
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases swipe devices of
- Partner purchases 1 swipe device of First Data FD-40
- Not applicable

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

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 11/3/20

By: 
General Manager - David A. Eigenberg
Upper Big Blue Natural Resources District

Date: 10-21-20

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

Date: 11/2/2020

**Motor Vehicle Industry Licensing Board
Statement of Work 200104-2**

**Motor Vehicle Industry Licensing Board
Website PiD557**

Motor Vehicle Industry Licensing Board

Contractor: Nebraska Interactive, LLC
Project Manager: Not Assigned
Date: 5/13/2020

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

1 Introduction

The Motor Vehicle Industry Licensing Board(MVILB) is interested in updating their current website, <http://mvdealerbd.ne.gov/index.html> to be more inline with current technologies and design. They are also interested in a better way to manage and display content

Executive Sponsor

Josh Eickmeyer, Executive Director

Email: josh.eickmeier@nebraska.gov

Phone: 402-471-2148

2 Project Overview

2.1 Objectives

The Contractor 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

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
- 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
- The Contractor will assist with content mapping. the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.
- The Partner will provide the Contractor with the content for the website.
- The Partner will review the overall status of the project as the Contractor adds content to the site.

- The Contractor 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.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor 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.
- Development of webforms to replace current PDFs

2.3 Terminology

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

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

2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes
- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assistance with testing for business requirements
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.

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

2.4.10 The Contractor will deliver the following:

1. Education on latest web protocol items, such as accessibility compliance, web usability standards
2. Marketing assistance for agency services
3. Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment
4. 24 hours a day, 7 days a week technical support
5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support

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

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

2.4.12 MVILB will be responsible for user access management

2.4.13 NI will be responsible for admin access management

2.5 Constraints

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

2.5.2 Partner/Partner workload

2.5.3 Change(s) in staff

2.5.4 Change(s) in project scope

2.5.5 The Contractor availability

2.6 Milestones

2.6.1 Home Page and Template Design

2.6.2 Subsequent Pages

2.6.3 Mobile Layout

2.6.4 Launch

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

4.2 SOW Representatives and Notices

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

Mailing address: Motor Vehicle Industry Licensing Board, Executive Director
301 Centennial Mall South
P. O. Box 94697
Lincoln, NE 68509

Email: Josh.Eickmeier@nebraska.gov

Phone: 402-471-2148

Mailing Address: General Manager/Contractor
1135 M Street, Suite 220
Lincoln, NE 68508

Phone: 402 471 7810

Fax: 402-471-7817

Email: ne-support@egov.com

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

Phone: 402-471-1572

Fax: 402-471-3237

4.3 Termination of SOW

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

4.3.2 Either Partner or 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 Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

- a. Any amendments to the Master Contract
- b. The Master Contract

- c. An amendment to this SOW; or,
- d. This SOW

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1) 11 Pages	60 hours	\$110.00 (Initial Contract Period)	\$6,600 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,320 /year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

- 5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.6 of the Master Contract.
- 5.2** Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section I.DD. of the Master Contract. The Partner shall pay invoices within 30 days, and otherwise in accordance with Section I.EE of the Master Contract.

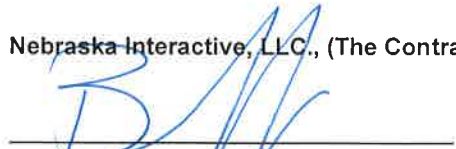
5.3 Annual Maintenance Charge

- In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.
- No maintenance charge will be assessed.

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., (The Contractor)




Brent Hoffman, General Manager

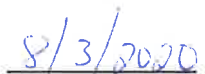


Date

Motor Vehicle Industry Licensing Board



Josh Eickmeier, Executive Director




Date

Nebraska State Records Board (NSRB)



Secretary of State Robert Evnen, Chairperson



Date

**Statement of Work
200126-21**

SOS Election (Secured) Website PiD585

Secretary of State

Contractor: Nebraska Interactive, LLC
Project Manager: Not Assigned
Date: 7/20/2020

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

Today the Secretary of State manages the current website, <https://www.nebraska.gov/elesecweb/index.html>, using Dreamweaver. Secretary of State is interested in a new web design, as well as, an intuitive and web based user interface to manage content.

Executive Sponsor

Secretary of State, Robert B. Evnen

Email: robert.evnen@nebraska.gov

Phone: 402-471-1572

Project Manager

Chief Information Officer, Chad Sump

Email: Chad.Sump@nebraska.gov

Phone: 402-471-8779

Billing Contact

Joan Arnold

Email: joan.arnold@nebraska.gov

Phone: 402-471-2384

2 Project Overview

2.1 Objectives

The Contractor 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

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
- 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
- The Contractor will assist with content mapping. the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.
- The Partner will provide the Contractor with the content for the website.
- The Partner will review the overall status of the project as the Contractor adds content to the site.
- The Contractor 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.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor 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.
- This statement of work does not include any applications or custom forms

2.3 Terminology

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

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

2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep time frames

- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assistance with testing for business requirements
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
 - 1. Education on latest web protocol items, such as accessibility compliance, web usability standards
 - 2. Marketing assistance for agency services
 - 3. Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment
 - 4. 24 hours a day, 7 days a week technical support
 - 5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support
- 2.4.11 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.11 This Statement of Work is an overall project hour estimate.
- 2.4.12 Partner will manage user access and permission setting for content management
- 2.4.13 NI will manage superuser roles and access
- 2.4.14 This website will not be available to the general public. Partner requires that access to the website be limited to only individuals with the appropriate credentials. The Contractor shall develop the website in such a way as to meet the Partner requirements for access to the website in a manner that is secure and limited to only those individuals with the appropriate credentials. Contractor shall develop the access credentials in a manner that will allow Partner to manage user access to the website.

2.5 Constraints

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

- 2.6.1 Development of home page and navigation
- 2.6.2 Development of subsequent pages
- 2.6.3 Content Migration
- 2.6.4 Development of responsive design
- 2.6.5 Deployment of website redesign

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

4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Secretary of State
P.O. Box 94608
Lincoln, NE 68509
Phone: 402-471-2554

Mailing Address: General Manager/Contractor
1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402 471 7810

Fax: 402-471-7817

Email: ne-support@egov.com

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

Phone: 402-471-1572

Fax: 402-471-3237

4.3 Termination of SOW

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

4.3.2 Either Partner or 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 Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	52 hours	\$80.00 (<i>Initial Contract Period</i>)	\$4,160.00 <i>One-time fee</i>
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$832.00 /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	Per Request	\$80/hour billed by the quarter hour

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.4 of the Master Contract.

5.2 Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section I.DD. of the Master Contract. The Partner shall pay invoices within 30 days, and otherwise in accordance with Section I.EE of the Master Contract.


5.3 Annual Maintenance Charge

- In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.
- No maintenance charge will be assessed.

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., (The Contractor)




 Brent Hoffman, General Manager




 Date

Secretary of State




 Secretary of State, Robert B. Evnen



 Date

Nebraska State Records Board (NSRB)



 Secretary of State Robert Evnen, Chairperson



 Date

PROJECT STATUS REVIEW
Q3 2020
(December 18, 2020)

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Administrative Office of the Courts	AOC ePublications Filed Opinions	02/24/2020	08/26/20	15
1. What is the project?	An upgrade to the existing Appellate eFiling application to expand functionality to be able to release documents to the public and accept electronic opinions into the SCCALES case management system.			
2. What is the status of the project	In testing.			
3. Is there any delay?	Yes, a bug in image permissions has plagued our testing.			
4. Will it be launched within the next 90 days?	Likely yes.			
Jennifer Rasmussen Called: Emailed: 11/19/20 Response: 11/20/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Administrative Office of the Courts	AOC Over the Counter (OTC) Payments	06/24/2020	01/26/2021	32
1. What is the project?	A new application to allow court staff to accept Credit Card payments over the counter at all courts statewide. Nebraska.gov will process the payments, and the financial data will return to JUSTICE for reporting.			
2. What is the status of the project	Delayed			
3. Is there any delay?	Yes, development has been delayed due to statutorily required development taking precedence.			
4. Will it be launched within the next 90 days?	No.			
Jennifer Rasmussen Called: Emailed: 11/19/20 Response: 11/20/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Brand Committee	Admin Enhancement Pkg 2	08/06/2020	10/07/2020	10
1. What is the project?	Inclusion of several missing functional pieces on the sale barn side that were built into the Locker/Packer side. Creating a unique ticket identifier for auditing and research. Creating holding notices and hold clearance notices in the sale barn side. Additionally, smaller functional changes.			
2. What is the status of the project	Had preliminary Sprint review and will be in partial test mode by December 1.			
3. Is there any delay?	Yes. This sprint was a month late starting due to resource issues at NI. There are other priorities for SOS that are bumping the 2 nd half of this sprint into January as well.			
4. Will it be launched within the next 90 days?	The part A will launch by mid-December. Part B will be in January at some point.			
Danna Schwenk Called: Emailed: 11/19/20 Response: 11/25/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Department of Insurance	Medical Malpractice Renewals	04/16/2019	09/01/2020 11/25/2020	26
1. What is the project?	Department of Insurance Medical Malpractice Renewals Application			
2. What is the status of the project	In development; collaboration between DOI and NEI for data migration. NEI is refactoring and reloading provider data. DOI will test loaded data.			
3. Is there any delay?	Data migration and conversion was delayed on both sides due to COVID, however, as stated above, data migration and testing has resumed.			
4. Will it be launched within the next 90 days?	Goal is to launch in the first quarter of 2021.			
Laura Arp Called: Emailed: 11/19/20 – 12/03/20 Response: 12/03/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Motor Vehicles Department	MVR eNotice Gov2Go	02/27/2020	04/22/2020	18
1. What is the project?	Move motor vehicle registration eNotice to the Gove2Go platform.			
2. What is the status of the project	Waiting for NIC Corporate to complete changes to based Gov2Go platform.			
3. Is there any delay?	Yes, project has been delayed by the changes being made at the Corporate level.			
4. Will it be launched within the next 90 days?	Unknown.			
Betty Johnson Called: Emailed: 11/19/20 Response: 11/19/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	DLS Status Check	02/24/20	08/26/2020	21
1. What is the project?	To create an application with our driver licensing vendor that the public can access to see where in the card production process their driver's license or State ID card is. This will reduce phone calls to the DMV home office from customers asking when they might expect to receive their driver's license or State ID Card from the production factory.			
2. What is the status of the project	Delayed – but will meet required deadlines.			
3. Is there any delay?	Yes, but no fault due to Nebraska Interactive. Not all requirements have been laid out by the licensing vendor.			
4. Will it be launched within the next 90 days?	Unlikely, tentative date of May or June 2021			
Sara O'Rourke Called: Emailed: 11/19/20 – 12/03/2020 Response: 12/07/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	MVR County Integration CR	06/01/2020	11/04/2020	21
1. What is the project?	Add capability for customers to renew online after notifying the county treasurer they have relocated from one county to another. This was made possible by enhancements to the back end system managed by DMV.			
2. What is the status of the project	Scheduled for work to begin on December 3 rd .			
3. Is there any delay?	No, implementation has been scheduled for end of the year.			
4. Will it be launched within the next 90 days?	Yes.			
Betty Johnson Called: Emailed: 11/19/20 Response: 11/19/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	MVR for Military Personnel CR	02/20/2020	12/30/2020	33
1. What is the project?	Add capability for non-resident military members to renew registrations online with the submission, and review, of proof of current military status AND capability for resident military members currently stationed out-of-state to update their mailing address during online renewal process (Submission and review of current military status also required).			
2. What is the status of the project	Scheduled for work to begin in February 2021.			
3. Is there any delay?	Yes, originally scheduled to be completed by December 31, 2020. The delay was on the part of Nebraska Interactive, they did not have the resources to complete it in the timeframe we originally requested.			
4. Will it be launched within the next 90 days?	Possibly.			
Betty Johnson Called: Emailed: 11/19/20 Response: 11/19/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Industry Licensing Board	Dealer System	03/27/2020	10/20/20	23
1. What is the project?	The project is to have Nebraska Interactive design a licensing program to replace our antiquated FoxPro system.			
2. What is the status of the project	The renewal appengine is essentially completed. The database component is still being developed and additional functionality will likely require a change order/amended agreement.			
3. Is there any delay?	There was a rush to get the renewal appengine completed in October since that's when we start receiving license renewal applications.			
4. Will it be launched within the next 90 days?	The renewal appengine has launched. The remaining components should be completed in the coming months.			
Josh Eickmeier Called: Emailed: 11/19/20 Response: 11/23/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Secretary of State	eDoc Professional Corp or LLC CR	09/26/2019	09/23/2020	30
1. What is the project?	This project was to enable online filings for Trade Name Assignment and Application for Electronic Access of Records.			
2. What is the status of the project	Trade Name Assignment went live 9/9/2020. The Application for Electronic access of Records Renewals are available for SOS testing for Professional Domestic Corp and LLC Professional corporation entities.			
3. Is there any delay?	There have been delays from the beginning with this project. When we submitted this project NE.gov didn't fully evaluate the level of effort and missed requirements provided by SOS and those were not found until a year after initially submitting the project. We were then told the project was much bigger and needed to split into two phases and a second project (PiD776) was created. We were recently told they couldn't get all items complete as promised for the first phase. A third project phase has been setup to finish the renewal process with no implementation date known. A third phase was created so they would have enough time to work on and deploy the Series LLC changes. During testing we found the requirements had been implemented that wasn't asked by us and we asked that those be removed.			
4. Will it be launched within the next 90 days?	NE.gov would like it to move the first of three phases into Production but it must pass testing and get SOS approval			
Chad Sump Called: Emailed: 11/19/20 Response: 11/20/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Secretary of State	Corp Search (SUB) Display Series LLC CR	07/23/2020	10/21/2020	21
1. What is the project?	Implement three new Series LLC entities to display in the online Corporate Search for Subscriber customers. We also asked for additional changes to the current online corporate search for all entity types.			
2. What is the status of the project	To my knowledge it has not been started.			
3. Is there any delay?	NE.gov hasn't started working on it yet as they are working on other projects. We've been told they will meet our deadline of 1/1/2020			
4. Will it be launched within the next 90 days?	Yes – the Series LLC corporation search changes must be live 1/1/2020. We've been told two of the three online Certificate of Good Standings will also be available on 1/1/2020. No date has been provided for when the third Certificate of Good Standing or extra corporation search changes will be implemented.			
Chad Sump Called: Emailed: 11/19/20 Response: 11/20/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Secretary of State	Corp Search (CC) Display Series LLC CR	07/23/2020	10/21/2020	28
1. What is the project?	Implement three new Series LLC entities to display in the online Corporation Search for Credit Card customers. We also asked for additional changes to the current online Corporate Search for all entity types.			
2. What is the status of the project	To my knowledge it has not been started.			
3. Is there any delay?	NE.gov hasn't started working on it yet as they are working on other projects. We've been told they will meet our deadline of 1/1/2020.			
4. Will it be launched within the next 90 days?	Yes – the Series LLC corporation search changes must be live 1/1/2020. We've been told two of the three online Certificate of Good Standings will also be available on 1/1/2020. No date has been provided for when the third Certificate of Good Standing or extra corporation search changes will be implemented.			
Chad Sump Called: Emailed: 11/19/20 Response: 11/20/20				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
State Patrol	Appointment Calendar Add Sub Categories	08/17/2020	10/07/2020	21
1. What is the project?	Appraisal Board required additional 7 sub categories to meet statue obligations ACRT - Certified Residential Real Property Appraiser Statute 76-2231.01 AGEN - General Real Property Appraiser Statute 76-2232 ALIC - Licensed Residential Real Property Appraiser Statute 76-2230 AOWN - Appraisal Management Company Owner Statute 76-3207 AREC - Credentialed Appraiser under Reciprocity Statute 76-2233 AREN - Renewal of Appraisal Credentials Statute 76-2233.02 ATRN - Real Property Appraiser Trainee Statute 76-2228.01			
2. What is the status of the project	Completed.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Launched successfully 10/13/20			
Jeff Avey Called: Emailed: 11/19/20 – 12/03/20 Response: 12/03/20				

SECOND AMENDMENT

to the

Contract for Services

Between

the Nebraska State Records Board
on behalf of the

State of Nebraska

and

Nebraska Interactive, LLC

This SECOND AMENDMENT ("Amendment") modifies the Contract for Services between the Nebraska State Records Board ("NSRB") on behalf of the State of Nebraska and Nebraska Interactive, LLC (collectively referred to as the "Parties") entered into on April 1, 2019 ("Contract").

Pursuant to Section I.II. Changes in Scope/Change Orders of the Contract, the parties do hereby agree to amend the Contract as follows:

1. **Section II.H.** of the Contract is deleted from the Contract and replaced in its entirety with the following:

H. BUSINESS PLAN REQUIREMENTS

1. The Contractor shall formally present its first annual working business plan to the NSRB within 90 days after the commencement date of the Contract and present an updated calendar year business plan annually thereafter to be submitted 30 days prior to the fourth quarter meeting of the NSRB that occurs prior to the commencement of the plan. The business plan shall contain the following information:
 2. How the contractor is managing existing services'
 3. Propose new revenue-generating services
 4. Propose how the Contract is balancing revenue and non-revenue generating services'
 5. List any changes or updates to its accounting services'
 6. Provide detailed expense projections for Portal operations

7. Any changes or updates to online and electronic payment functions, and
8. Any changes or updates to the Contractor's Marketing Plan.
9. As deemed necessary or desirable, the Contractor may depart from such business plan after receiving approval from the NSRB but, in the event of any material departure, the Contractor shall notify the NSRB in advance in writing. All plans submitted pursuant to this subsection shall be subject to the written approval of the NSRB.

This SECOND AMENDMENT to the Contract is mutually agreed to by the Parties and is supported by legal consideration. The remaining terms of the Contract are unchanged by this Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to the Contract for Services on the dates shown below.



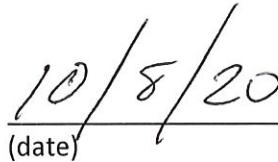
Robert B. Evnen
Chair, Nebraska State Records Board
Nebraska Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509



(date)



Brent Hoffman
General Manager
Nebraska Interactive
1135 M Street, Suite 220
Lincoln, NE 68508



(date)

Q3 GM Project Priority Report



Partner Name	Project Name	Start Date	Target Launch Date	PP Score	End Date
1 NSRB Project Schedule for Completion					
2					
3 Department of Motor Vehicles	DMV MVR eNotice Gov2Go	02/27/20	04/22/20	18	
4 Department of Motor Vehicles	DMV DLS Status Check	02/24/20	08/26/20	21	
5 Administrative Office of the Courts	AOC ePublications Filed Opinions	02/24/20	08/26/20	15	
6 Secretary of State	SOS eDoc Professional Corp or LLC CR	09/26/19	09/23/20	30	
7 Nebraska Brand Committee	NBC Admin Enhancement Pkg II	08/06/20	10/07/20	10	
8 Nebraska State Patrol	NSP Appt Calendar Add Sub Categories	08/17/20	10/07/20	21	
9 Motor Vehicles Industry Licensing Board	MVILB Dealer System	05/07/20	10/20/20	23	
10 Secretary of State	SOS Corp Search (SUB) Display Series LLC CR	07/23/20	10/21/20	21	
11 Secretary of State	SOS Corp Search (CC) Display Series LLC CR	07/23/20	10/21/20	28	
12 Department of Motor Vehicles	DMV MVR County Integration CR	06/01/20	11/04/20	21	
13 Department of Insurance	DOI Medical Malpractice Renewals	04/16/19	11/25/20	26	
14 Department of Motor Vehicles	DMV MVR for Military Personnel CR	02/20/20	12/30/20	33	
15 Administrative Office of the Courts	AOC Over the Counter (OTC) Payments	06/24/20	01/26/21	32	
16 NSRB Project Completion					
17 Department of Motor Vehicles	DMV OTC Payments Add County Functionality	02/12/20	06/03/20	35	07/01/20
18 Nebraska State Patrol	NSP Limited Criminal File Bound Upgrade CR	01/30/20	06/15/20	11	07/08/20
19 Nebraska State Patrol	NSP CHP File Bound Upgrade CR	05/06/20	06/15/20	11	07/08/20
20 Administrative Office of the Courts	AOC Trial Court eFiling Automate Statute Data Dump	03/11/20	07/14/20	26	07/14/20
21 Administrative Office of the Courts	AOC Court Reporter System (eBOE)	02/05/20	06/30/20	30	07/14/20
22 Nebraska Brand Committee	NBC Admin Enhancement Pkg I	06/18/20	06/17/20	17	07/15/20
23 Terrytown City	Terrytown City Utility Payments (AE)	05/11/20	07/20/20	25	07/21/20
24 Grant County 92	Grant County Treasurer's Office Payport	07/07/20	07/31/20	29	07/22/20
25 Department of Motor Vehicles	DMV Handicap Permit Combine Profiles	06/04/20	07/01/20	12	07/29/20
26 Nebraska Liquor Control Commission	NLCC License Rewrite and Enhancements	09/09/19	05/20/20	22	07/29/20
27 Nebraska Liquor Control Commission	NLCC Local Liquor License Renewals	12/16/19	06/17/20	21	07/29/20
28 Morrill Village	Morrill Village Utility Payment (AE)	07/21/20	08/24/20	27	08/13/20
29 Bayard City	Bayard City Payport	07/16/20	08/28/20	25	08/17/20
30 Attorney General's Office	AG Consumer Protection Kit (AE)	08/13/20	08/18/20	15	08/17/20
31 State Fire Marshal	SFM Boiler Accident Report (AE)	07/15/20	08/28/20	15	08/19/20
32 State Fire Marshal	SFM Boiler Inspection Program Clearance Waiver(AE)	07/15/20	08/28/20	15	08/19/20
33 State Fire Marshal	SFM Boiler&Pressure Vessel Installation Notice(AE)	07/15/20	08/28/20	14	08/19/20
34 Nebraska State Patrol	NSP Concealed Handgun - DMV Photo Share	09/06/17	12/10/19	31	08/25/20
35 Parole Board	Parole Board Website Redesign	06/04/20	8/11/20	15	09/01/20
36 Department of Insurance	DOI Newsletter Sign Up (AE)	08/20/20	09/11/20	11	09/01/20
37 Department of Health & Human Services	DHHS Application for People's Council	02/19/20	09/25/20	16	09/03/20
38 Department of Motor Vehicles	DMV DLS OTC Reprint Temp IDs CR	06/04/20	07/15/20	16	09/15/20
39 Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2	04/03/19	06/30/20	20	09/15/20
40 Department of Natural Resources	DNR Water Well Search Contractor/Upload CR	03/20/19	03/11/20	12	09/23/20
41	** Target dates highlighted in yellow denote a change from prior Quarter				

NSRB BUSINESS PLAN

2021 Business Plan

PRESENTED BY:

Brent Hoffman, General Manager	
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1. STATE OF THE ENTERPRISE

CONTRACTUAL FACTOIDS

Original Contract Start Date	01 Feb 1994
Current Contract Start Date	01 Apr 2019
Number of Potential Renewals and Number of Potential Years	One - Two Years
Current Contract End Date	31 Mar 2026
<i>If you have a renewal or RFP in the next 12 or 18 months, please attach a copy of your renewal or RFP strategy to this document.</i>	

POLITICAL FACTOIDS

State or City/County URL:	www.nebraska.gov
Governor (Party)/Term:	Pete Ricketts (R)/ 2nd
Population:	1.9 Million
Contract Holder	Robert B. Evnen - Secretary of State
State CIO:	Ed Toner - Chief Information Officer
Oversight Board	Nebraska State Records Board

2021 EXPENSES*

Title	Expense	\$ Growth	% Growth
NSRB Revenue	\$1,633,370	\$98,930	4%
Merchant and Payment Processing	\$2,478,275	\$99,244	4%
General and Administrative Costs	\$123,797	(\$2,833)	(2%)
IT Development	\$2,670,083	\$384,353	17%
Compliance	\$27,710	(\$930)	(2%)
Marketing and Advertising	\$159,081	(\$146,262)	(48%)
Operating Expenses	\$2,471,395	(\$1,460,498)	(67%)
Total Expenses	\$7,302,011	(\$1,299,465)	(15%)

* (Pending Final NIC Board Approval)

2. EXECUTIVE SUMMARY

We have a positive reputation in the State of Nebraska driven by strong referenceable champions dedicated to fund and support services and showcase NIC at the local and national level. We manage these relationships through a framework of stakeholder personas assisting staff with identified plan-based risks and objectives associated with our partners.

The 2019 Sole Source contract set the precedence for NIC Nebraska as the only vendor to operate the State's Network Manager. We keep our friends close and our enemies closer leveraging our strong relationships to keep our service level competitors as backend service providers, yet engage our competitors offering services to address their shortcomings in payment processing to expand services. We continue to foster our LSS training through the Governor's Center of Operational Excellence to process and provide an intuitive online experience.

The number of resources to meet the demand after lessons learned from the spring outbreak of COVID-19. I will be using promotions and backfilling of current staff, to strengthen our business development and increase our security position. Keeping true to the self-funded model, we will work with agencies afforded Federal grants to add additional staff and helping to reduce the backlog on current resources. We look to create an Intern program with the University of Nebraska, on internal projects which will address maintenance and lay the groundwork for future innovations. I seek to invest in a marketing platform working with NIC Marketing and Communications to reduce our costs and increase our local market penetration. I plan to make investments into the electronic signing of documents to increase the turn around time of signed agreements and will be a long term benefit to our partners.

Our Enterprise Partner initiative will strengthen communication with our partners and increase the transparency of the enterprise operations. Our Growth Initiative is focused on developing new segments of the market identifying key back-end providers at the local level. We will expand on our utility and GIS services created in 2020 using AppEngine and CCP entrenching us further into Nebraska while increasing revenue with low overhead integrations. Core Revenue fee increases will be a multi-year initiative working with key partners to provide the enterprise with 21st-century funding. Our initiative to advance technology will focus on growing our infrastructure build-out new applications from the ground up to fully utilize the structure and services provided by Amazon Web Services or Microsoft Azure.

A handwritten signature in black ink, appearing to read 'BA', followed by a long horizontal line extending to the right.

Brent A. Hoffman

3. ENTERPRISE MANAGEMENT

STATE OF THE BUSINESS UNIT

We have a positive reputation in the State of Nebraska driven by strong referenceable champions dedicated to fund and support services and showcase NIC at the local and national level. We seek to address this by working with the State Records Board to identify strategic investments into initiatives, a no closed-door business one-stop, Security, and Audit Compliance Framework services.

NIC Nebraska and the State Records Board will work closely to ensure proper funding obtaining the mutually beneficial goal of rapidly expanding electronic government services. Investments through private Capitol and State Grants, portal fees, and core revenue increase to evaluate and define what the State Records Board's future portfolio needs to be in order to be the best and most valuable partner overall.

Agency Champions

Agency	-
WCC - Workers Compensation Court	
VA - Department of Veteran Affairs	
STO - State Treasurer Office	
SOS - Secretary of State	
SFM - State Fire Marshal	
NSP - Nebraska State Patrol	
NLCC - Nebraska Liquor Control Commission	
NBC - Nebraska Brand Committee	
AOC - Administrative Office of the Courts	
DMV - Department of Motor Vehicles	
CIO – Office of the CIO	

Agency Silos

Agency	-
NDA - Nebraska Department of Agriculture	
NDR - Nebraska Department of Revenue	
DOT - Department of Transportation	
DOL - Department of Labor	
DAS - Department of Administrative Services	
CIO - Chief Information Officer	
DHHS - Department of Health and Human Services	

4. ENTERPRISE THREATS & CHALLENGES

RISK FACTORS

Risk/Threat

Director of Motor Vehicle, retirements, New Director unfamiliar with NIC Nebraska

- Continue relationship with key Directors
- Utilize lobbyist where applicable

Transfer the of Brand Committee to the Department of Agriculture, jeopardize significant annual revenue and no ROI.

- Continue to engage our strong partnership with Department of Agriculture
- Utilize lobbyist where applicable

ENTERPRISE CONTRACT COMPETITION

Competitor(s)	Mitigation Strategy
CIO - Chief Information Officer	Continue to Perform Promote Value

EXISTING IGS COMPETITION

Competitor(s)	Existing Service	Mitigation Strategy
iGov Solutions	Real Estate Licensing	Monitor engagement with Real Estate Commission (NREC) and look for new opportunities.
Karpel Solutions (PbK)	Trial Court eFiling system	Monitor Integration
Software Unlimited	Trial Court eFiling System	Monitor Integration
JUSTICE Works	Trial Court eFiling System	Monitor Integration
Kelly Solutions	Agriculture Licensing	Monitor Current Business
Dude Solutions	Dude Solutions	Strong Local relationships
FAST	Motor Vehicle Renewals	Strong Relationship with DMV Director Separate back-end from Front-end services
Paylt	Motor Vehicle Renewals	Exclusive integrator of Motor Vehicle Services
Civix	Secretary of State Back-end Services	Relationship with Secretary of State

VERTICAL COMPETITION

PROFESSIONAL LICENSING

Competitor(s)	Mitigation Strategy
iGov Solutions	Monitor engagement with Real Estate Commission (NREC) and look for new opportunities.
Civix	Relationship with Secretary of State

HEALTHCARE: Including RxGov & Tour Health

Competitor(s)

No content found.

PAYMENT PROCESSING

Competitor(s)

Mitigation Strategy

Paylt

Exclusive integrator of Motor Vehicle Services

OUTDOOR RECREATION

Competitor(s)

No content found.

DRIVER SERVICES

Competitor(s)

Mitigation Strategy

FAST

Strong Relationship with DMV Director

Separate back-end from Front-end services

5. ENTERPRISE STAFFING PLAN

Management

Name/Title

-

Director of Marketing & Operations

Bruce Rice - Director of Development

Brent Hoffman - General Manager

Succession

Name/Position

Position

Brian Schmoll - Sr. Developer

Director of Development

Aaron Steager - Sr. Developer

Director of Development

Dave Pfister - Sr. Developer

Director of Development

Staffing Plan

Planning

Name/Position	Plan
Security Systems Administration	This position will back-fill for the Systems Administrator responsible for the large number of deploys and will work to complete the ongoing audit requirements on the enterprise.
Michael Romans - Systems Administrator	Transition Michael to a Systems Engineer to focus on optimizing our current network and implement changes for the long term future.
Freddy Pika - Business Development Manager	Freddy will transition from Product support to Business development. His primary responsibility and focus will be to continue to grow and expand our product suites at the state and local level.
Product Support Specialist	This position will support users and product platforms.

Skills Matrix

Technical Skills

Employee	Security	Software	Systems	Programming	Testing
Brian Schmoll - Sr. Developer	2	3	3	4	3
David Clang - Web Developer and UI/UX Designer	2	2	2	3	4
Charlie Scherer - Developer	3	3	3	4	3
Bruce Rice - Director of Development	4	3	3	4	2
Anna Arushanova - Financial Admin	3	3	3	2	2
Spencer Gowin - Developer	3	3	3	3	3
Vineeth Ramasahayam - Developer	3	4	3	4	3
Rick Wittstruck - Developer	2	3	3	4	3
Joshua Sim - Developer	3	4	3	3	3
Wes Fairhead - Developer	2	3	2	3	3
Tim Brehm - Customer Support	3	1	1	1	1
Michael Romans - Systems Administrator	5	5	5	4	5
Freddy Pika - Business Development Manager	3	3	2	3	3
Natalie Erb - Product Owner	2	3	2	3	3
Chelsey Pounds - Product Owner	3	3	2	2	2
Sam De Leon - Quality Assurance Analyst	3	3	2	3	4
Brent Hoffman - General Manager	4	3	3	3	2
Curtis Mackie - Developer	5	4	3	5	3
Aaron Steager - Sr. Developer	3	4	3	4	2
Dave Pfister - Sr. Developer	3	2	3	4	2
Abigail Rogers - Scrum Master	1	1	1	2	3

General Skills

Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
Brian Schmoll - Sr. Developer	1		3	3	1	3
David Clang - Web Developer and UI/UX Designer	3		2	4	5	3
Charlie Scherer - Developer	2	3	2	2	1	2
Bruce Rice - Director of Development	4	4	3	1	1	1
Anna Arushanova - Financial Admin	3	4	3	4	3	4
Spencer Gowin - Developer	1	1	1	1	1	1
Vineeth Ramasahayam - Developer	2	2	2	2	1	2
Rick Wittstruck - Developer	1	1	3	3	1	3
Joshua Sim - Developer	1	1	1	2	1	2
Wes Fairhead - Developer	3	2	2	2	3	4
Tim Brehm - Customer Support	3	1	1	5	1	3
Michael Romans - Systems Administrator	4	5	1	5	5	4
Freddy Pika - Business Development Manager	2	3	3	5	2	4
Natalie Erb - Product Owner	2	4	4	4	3	4
Chelsey Pounds - Product Owner	2	4	3	5	4	4
Sam De Leon - Quality Assurance Analyst	2	2	2	2	2	2
Brent Hoffman - General Manager	4	3	4	3	2	3
Curtis Mackie - Developer	2	1	2	1	2	3
Aaron Steager - Sr. Developer	2	3	1	2	1	2
Dave Pfister - Sr. Developer	3	3	2	2	1	2
Abigail Rogers - Scrum Master	2	2	2	2	2	2

6. ENTERPRISE BUSINESS DEVELOPMENT

2020 GROWTH SNAPSHOT

Service Name	Description
SOS Renegotiate Core Fees	<ul style="list-style-type: none"> Complete Analysis of current portfolio of services, fees, and resources used year over year internal meetings to prep meeting with SOS
Expanding PayPort	Focus on outreach to our state partners ensuring their knowledge of Gov2Go, App Engine, OTC, and others. These would be great wins for NIC Nebraska and add little if anything to our technical debt.
AOC Certificate of Good Standing Requests	The current process is an attorney can call or come into the appellate court clerk's office and they will print a certificate and bill the attorney. However, attorneys have not been consistently paying the invoices. So now the clerk's office is making the attorneys pay upfront.
DMV Dealer Automated Services DAS (CCP Only)	The Department of Motor Vehicles (DMV) is replacing their back-end system and developing new features that will allow additional workflows to be completed online and increase efficiency for both users and the DMV. One of those added workflows, is the feature that will allow car dealerships to pay title fees online. Title fees range from \$10-17 per title.
DMV MVR Fleet Renewals System (CCP ONLY)	The Department of Motor Vehicles (DMV) is replacing their backend system and developing new features that will allow additional workflows to be completed online and increase efficiency for both users and the DMV. One of those added workflows, is the feature that will allow businesses with 25 or more (fleet) vehicles registered to renew online, by county.
SED Exam Results and Licensee Payment	An online system when exam applicants can login to see if they passed or failed their exam. If they passed the exam, the users should have the option to pay for their license and receive confirmation. the online system would then record that transaction in the SED database.

2021 GROWTH STRATEGY

Service Name	Description
Increase Fees for Records with Commercial Value	To begin discussions in cooperation with the State Records Board and Agency Directors to review and evaluate an increase in fees for commercially valuable data. Large bulk data is purchased primarily by large commercial data aggregators who repackage state records into commercial products, providing companies with services such as background checks, Auto Insurance, and Identity management.
Expanding PayPort	Focus on outreach to our state partners ensuring their knowledge of Gov2Go, App Engine, OTC, and others. These would be great wins for NIC Nebraska and add little if anything to our technical debt.
SOS Corporate Monitoring	Corporate identity theft is a growing problem. Business monitoring services monitor a business's official state registration record and send notifications to the consumer whenever a change or new filing is submitted. These services allow business owners to have better insight and transparency into a business as well as the ability to take immediate action in the case of fraudulent or erroneous filings. This document will explore four real examples of business monitoring services implemented in NIC, Inc. portal states.
DHHS Vital Records	Vital Records is a complete end-to-end online solution for the ordering, reviewing, and delivery of vital records. Customers can submit requests for birth, marriage, divorce, civil union, domestic partnership, and death certificates. Vital Records provides a document upload feature for supporting documentation. The solution offers customizable shipping options (USPS and UPS interfaces are available). The service accepts payment by credit card and eCheck. Vital Records integrates with CCP, TPE, and LexisNexis for identity verification.

SECURITY PLAN

Service Name	Description	Anticipated Cost
Security Administrator	Backfill the promoted Systems Administrator with a 2-year community college student with strong Network skills and focus on security. this position would take on the day-to-day deploys and 12 month long Security audits allowing us to advance our technology initiative.	\$50,000

MARKETING PLAN

Initiative/Service	Project Description and how it ties to an IGS Opportunity	Anticipated Cost
Targeted eMarketing	As a tenured portal and the depth of our product penetration within the State, we will have to leverage technology to identify other entrenched vendors and reach new partners.	\$24,000

7. ENTERPRISE STRATEGIC INITIATIVES

Enterprise Partners

Managing healthy and strong partner relationships are indispensable to the long-term success of our contract. It is essential that NIC Nebraska perpetually demonstrates leadership and a strong presence with our partners. Strategic planning, knowledge-sharing, influencing through expertise, identifying pain-points and demonstrating resolution are essential interaction at the management level.

We have to seize opportunities to manage and strengthen partner relationships through aligning with our partners strategic initiatives and continue to foster our LSS training to demonstrate our knowledge and ability to improve their process to be the most efficient and intuitive online experience. Constantly seek significant transaction revenue sources Work with the State to increase records with commercial value to eliminate the need for Time and Materials cost and to implement valuable online solutions which otherwise would not have the necessary funding.

ENTERPRISE PARTNER TACTICS

Title	Description	Stakeholders
Investments into Staff	In order to have an evolving portal, we must make investments in our employees and training. This will demonstrate our commitment to growth both internally and externally through expanding knowledge, software, and innovating ideas.	COE-Center on Operational Excellence
NBC Brand Committee	Two bills were introduced into the Legislature which affects the Nebraska Brand Committee. The intent of the Legislation was to offset the costs to large feedlots and local inspections while maintaining a balanced and sustainable budget.	NBC - Nebraska Brand Committee
NIC Nebraska Operational Dashboards	Launch NIC NE Operational & Partner Dashboard for management, team and partner visibility by Q1 2020 <ul style="list-style-type: none"> NIC NE Maintenance Dashboard NIC NE Scrum Team Dashboard NIC NE Portfolio Dashboard Enhance Digital & Paper NSRB GM report	NIC NEBRASKA
NIC Rebranding	For close to 30 years, NIC has been delivering a unique value proposition to the government that includes the scale and expertise of state-based teams. We are simplifying the way we talk about this by d/b/a the Nebraska enterprise to carry the NIC national brand combined with all 28 of our state-based entities.	NIC

Title	Description	Stakeholders
Quarterly Strategic Meetings	<p>Meet each quarter with the Key Stakeholders to discuss:</p> <ul style="list-style-type: none"> • Current projects <ul style="list-style-type: none"> ○ if projects meeting expectations ○ what roadblocks can we address/remove • Future <ul style="list-style-type: none"> ○ Every agency has to deliver a 5 year strategic plan to the State for awareness of IT initiatives and discuss how we can align to meet their needs. 	<p>AOC - Administrative Office of the Courts</p> <p>DMV - Department of Motor Vehicles</p> <p>SOS - Secretary of State</p> <p>NSP - Nebraska State Patrol</p>
SOS Business One-Stop	<p>A partnership with Microsoft to deliver to deliver a Business One-stop solution providing businesses and the State with entire business engagement lifecycle. The NIC Enterprise has the ability to use transactional funding to cover or supplement ongoing MS service fees, creating a hybrid-model and stay true to NIC's vision of not utilizing tax appropriated funds for electronic government services. This would lower the long term cost of ownership to the State and give NIC/MS a competitive advantage over other vendors. The State has the ability to obtain grant funds through various State and Federal sources to supplement various aspects of the project. DHHS has approached DHHS with a similar idea around health services. The recent exit of the DHHS CIO and lack of technical direction it would make sense to redirect the idea to the enterprise homepage, Nebraska.gov, as a strong and long-term foundation. The project would be a 3-year engagement which would high payout of long-term dividends across the nation for both NIC and Microsoft.</p>	<p>SOS - Secretary of State</p> <p>GOV - Governor</p>

Technology Advancement

We plan to continue to expand and grow our infrastructure within R&D and the cloud to meet the demand of our partners. We have to take into consideration new applications to fully utilize the structure and services provided by Amazon Web Services or Microsoft Azure. Services will need to incorporate a chatbot to help assist our partners to provide customer support. Progressive Web Applications (PWA) are being planned as a replacement for the native mobile application development when possible. PWAs have many advantages over native development and do not require submission into the Apple or Google app store. These hosted applications on our own web servers making them much quicker and easier to update and maintain as requirements change. PWAs can be used by both mobile users and desktop users, which can be used as web applications or installed on a user’s device removing the need for multiple code bases for the same application.

TECHNOLOGY ADVANCEMENT TACTICS

Title	Description	Stakeholders
Application Rationalization	<p>Application rationalization is the practice of strategically identifying business applications across an organization to determine which applications should be kept, replaced, retired or consolidated. The goal is to achieve improvements in business operations.</p>	NIC Nebraska
Application Service Manager and Messaging system	<p>Nebraska has two independent systems. One to manage applications downtimes and another to manage messages display in applications for the end-user. The plan is to merge into two systems. In the process putting a user-friendly interface to allow any NIC Nebraska employee to manage the services and message. We would also allow Agencies direct access to login and manage their own online services. This would remove the need for them to contact our customer support.</p>	NIC Nebraska State of Nebraska
Cloud Services	<p>Research and understand emerging cloud services and offerings. Evaluate available cloud toolsets we can utilize and integrate with to allow for fast turnaround time. An example is a chat service integrating into Meadowlark. Identify what new services we are implementing that can be</p>	State of Nebraska NIC Nebraska

Title	Description	Stakeholders
	built in the cloud. Be able to be the experts for the State and provide guidance and solutions for cloud-based development.	
Development of a Student Intern Program	Develop an intern program with the University of Nebraska, which will allow students the ability to gain real-world knowledge and experience making them marketable in the workplace and potential future employees.	UNL - University of Nebraska - Lincoln
Drupal Efficiency	Develop efficiency that would allow the development and migration of websites to be done quickly. Generate the template via automation and then use automation to migrate content.	NIC Nebraska
Migration of Legacy services to CCP	Migrate applications to NIC's Common CheckOut Page (CCP) solution.	NIC Nebraska
Modernization of Infrastructure	The more you keep up to date, the less work it is to remain up to date. Our goal is to constantly improve the security posture to protect the data of the State and its citizens. To achieve this goal, we maintain the process of applying system and security patches and continue to upgrade our code to to run the latest versions of the programming languages we utilize. This will allows us to meet the expectations of our partners and citizens for data security and provide modern, innovative solutions.	NIC Nebraska State of Nebraska
Progressive Web Applications	To build and design progressive web applications. This will give NIC Nebraska a new mobile presence that is simpler and more efficient to maintain and support.	State of Nebraska NIC Nebraska

Growth

Our growth is the foundation and is driven by growing our market share and developing new service offerings, which better serve our government partners. In the wake of the pandemic, our services address our partners' pain points, increase agency efficiencies, or providing better customer service to agency constituents. Growing our revenues allows us to address the technical debt and generate the revenue to manage partner demand.

A key goal to develop and expand new segments of the market working closely with key vendors who provide state and local back-end services. Utility and GIS services that do not process payments and capitalizing on NIC products such as AppEngine and CCP for low-overhead integrations. Our plan creates a Business Development position, with a backfill Business Support Specialist to increase our market depth.

Core Revenue fee increases will be a multi-year initiative. Our core revenue partner, the Department of Motor Vehicles is feeling the same financial pain-points of operating with fees established in 1993. The conversations and strategy between the State Records Board and NIC Nebraska need to begin to ensure the long-term success of the State's Portal.

New Services	Increase Adoption	Renegotiate Fees
DHHS Vital Records	DMV Driver License Service Expand OTC Solution	Increase Fees for Records with Commercial Value
SED Exam Results and Licensee Payment	DMV Motor Vehicle CCP for County Treasurer	
SOS Corporate Monitoring	DMV SR 22/26 Bulk System	
STO Certification Framework for State	DMV SR 22/26 Single Submit System	

8. VERTICAL STRATEGY

VERTICAL GROWTH

Vertical	Status
NIC Gov2Go	Currently in use
NIC Licensing	Partner is Not interested at this time
NIC Outdoor Recreation	Partner is not interested at this time
NIC Payment Solutions	Currently in use
NIC RxGov	Currently in use
NIC Tour Health	Actively in the Sales Process

9. APPENDIX

Description	Note
Accounting Services	No anticipated Changes
Payment Functions	No anticipated Changes
Subcontractors	None anticipated

General Manager's Report

July - September 2020

Quarter 3

NIC's mission is to be the best employer an employee ever had, the best partner a state has ever had and the best investment an investor has made even if a partner chooses to leave the NIC family. NIC previously worked with the State of Iowa for 15 years before our contract concluded in 2017. In those short 3 years, the State of Iowa realized this and has signed a contract with NIC to return as our newest State Enterprise partner.

Carmen Easley accepted the opportunity to lead Iowa as the General Manager and along with Jess Evers as her Director of Operations, I worked with Carmen for the past 14 years. She has hired the top talent, consistently demonstrated humility, commitment, a willingness to learn, her unwavering support of our team. We have shared many successes and learned many lessons over the years and I am humbled to have played a small part in the development of two of NIC's top leaders. Change is inevitable. We have been here before, I can guarantee we will be here again and I have no doubts we will come out of this stranger just as before. I have the most talented and most prepared team for a moment such as this and I can have complete confidence in each and every one of them.

Director of Operations and Marketing search is underway, with four (4) candidates meeting my criteria; having a firm understanding of agreement or contract management, experience working with government, marketing, and an understanding of who we are and what we do. All four candidates are local to Lincoln and, will have finished formal interviews. I anticipate having someone in place by the December board meeting. I am conducting final interviews and anticipate having a successor in place in January. We have made a couple of adjustments on our teams, to fill operational gaps. We have a strong tenured team with 6 local staff that have been in Nebraska for over 10 years with a combined 97 years of experience, with myself and Bruce having a combined 39 years of experience managing the Enterprise of Nebraska. This speaks volumes about the value NIC brings to the State of Nebraska.

Brent Hoffman

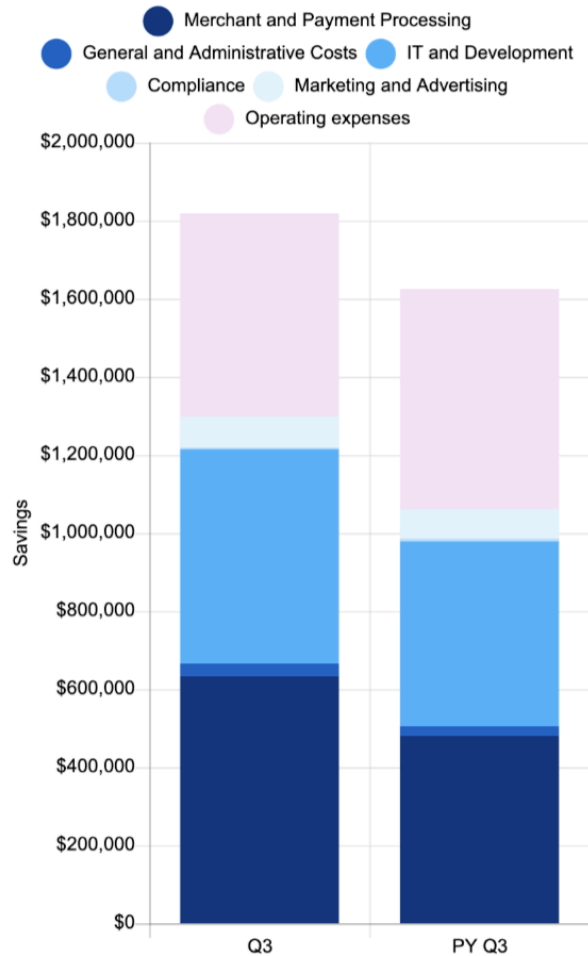
Q3 News

Primary

- [State of Vermont Places in Top 5 of Government Experience Awards](#)
- [State of Maryland Wins Third Place in Government Experience Awards](#)
- [NIC State Partners Receive Government Experience Awards from the Center for Digital Government](#)
- [State of Utah Takes Home Second Place in 2020 Government Experience Awards](#)
- [Mississippi's Digital Government Experience Named Best in the Nation](#)
- [NOR MCInfo Relaunches as NIC Insurance Filings, One-Stop Resource for Filing Personal and Commercial Auto Insurance Forms](#)
- [Pulaski County, Arkansas and NIC Arkansas Launch New Service, Allowing Residents to Pay Taxes with Cash](#)
- [TourHealth, University of Mississippi Launch Asymptomatic COVID-19 Testing](#)
- [Hawaii Legislative Reference Bureau, NIC Hawaii Win Outstanding Website Award](#)
- [Information Network of Kansas, NIC Kansas, Kansas State Agencies Launch Starter Kits for Aspiring Entrepreneurs](#)
- [NIC Hawaii, State of Hawaii Introduce Redesigned Hawaii Compliance Express](#)
- [NIC Inc. Appoints Former Kansas City Mayor Sylvester "Sly" James to Board of Directors](#)
- [NIC Hawaii, County of Hawaii Launch Online Road Test Scheduler](#)
- [NIC Maine Partners With State of Maine to Offer Online Absentee Ballot Request Service for General Election](#)
- [South Carolina's Energy Office Launches Energy Saver Tool and Website](#)
- [NOR Expands MCInfo Insurance Filing Services to Washington](#)
- [MCInfo Recommended for Insurance Filings by Kentucky Transportation Cabinet](#)
- [NIC, Impact Health and Next Marketing Launch TourHealth Solutions – Rapid and Secure COVID-19 Testing](#)
- [Kansas Releases Driver's Practice Test Alexa Skill in Spanish](#)
- [Nebraska Department of Veterans' Affairs Launches Redesigned Website](#)
- [NIC Hawaii Deploys Online Ballot Request System for Voters in Honolulu County](#)
- [Mississippi Community College Board Awarded for Website Redesign](#)
- [NIC Hawaii Announces Launch of Redesigned Hawaii.gov](#)
- [Utah Department of Transportation Launches Redesigned Website](#)

Financials

State Cost Avoidance



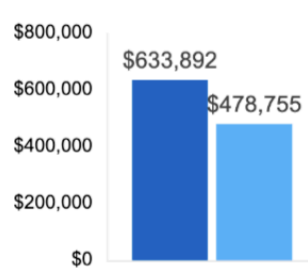
The State avoids the costs of enterprise operations, including billing, support, project management, development and hosting, among others. This value is significant considering what these same costs are for State IT.

The leveling of the margin share to the state is a result of this being the first full quarter against the 2019 Sole Source Contract.

2020 NSRB GM Financials Report

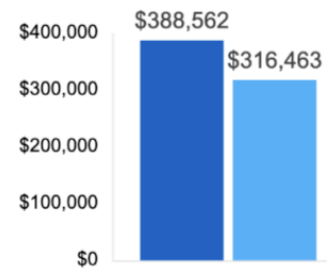
Primary	Q3	PY Q3	Q3 % Variance
2020	\$9,788,678	\$8,592,721	
NI Revenue	\$2,544,309	\$2,227,296	14%
20% NSRB Margin Share	\$388,562	\$316,463	23%
Gross Margin	\$2,155,748	\$1,910,832	13%
Merchant and Payment Processing	\$633,892	\$478,755	32%
General and Administrative Costs	\$29,971	\$28,371	6%
IT and Development	\$549,039	\$472,780	16%
Compliance	\$6,258	\$5,367	17%
Marketing and Advertising	\$78,680	\$76,148	3%
Operating expenses	\$520,786	\$562,471	-7%
Total Expenses	\$2,207,186	\$1,940,353	14%
Operating Income	\$337,123	\$286,943	17%
Total Income Tax Expense (Benefit)	\$87,648	\$77,587	13%
Net After-Tax Income (Loss)	\$249,476	\$209,355	19%
Net After-Tax Income Margin	10%	9%	4%

Merchant Fees Paid by NI on behalf of the State



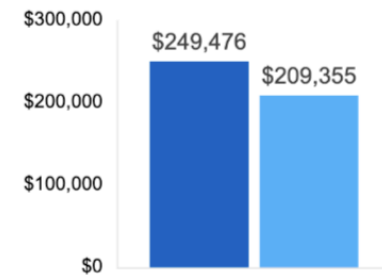
Merchant fees paid by NIC increased **32%** over the prior year. NIC pays out 49% more than the revenue generated through the revenue provided to the NSRB in Statue, with Driver History Records.

Cash Back to the State Records Board Fund



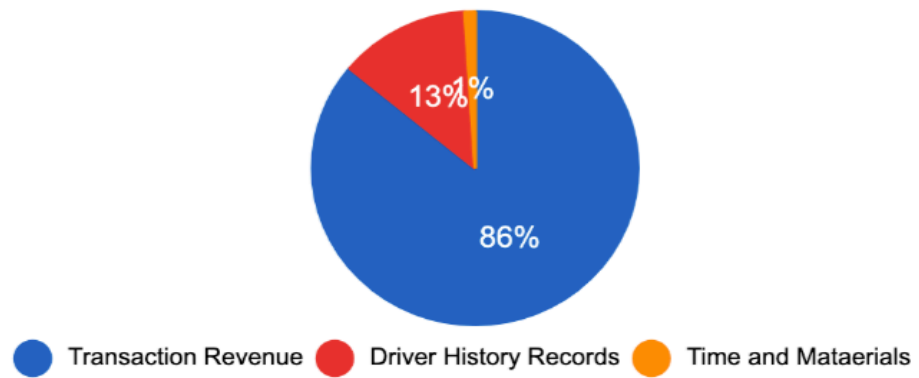
The NSRB receives 20% of the gross transaction fees for the executive branch of government.

NI NET

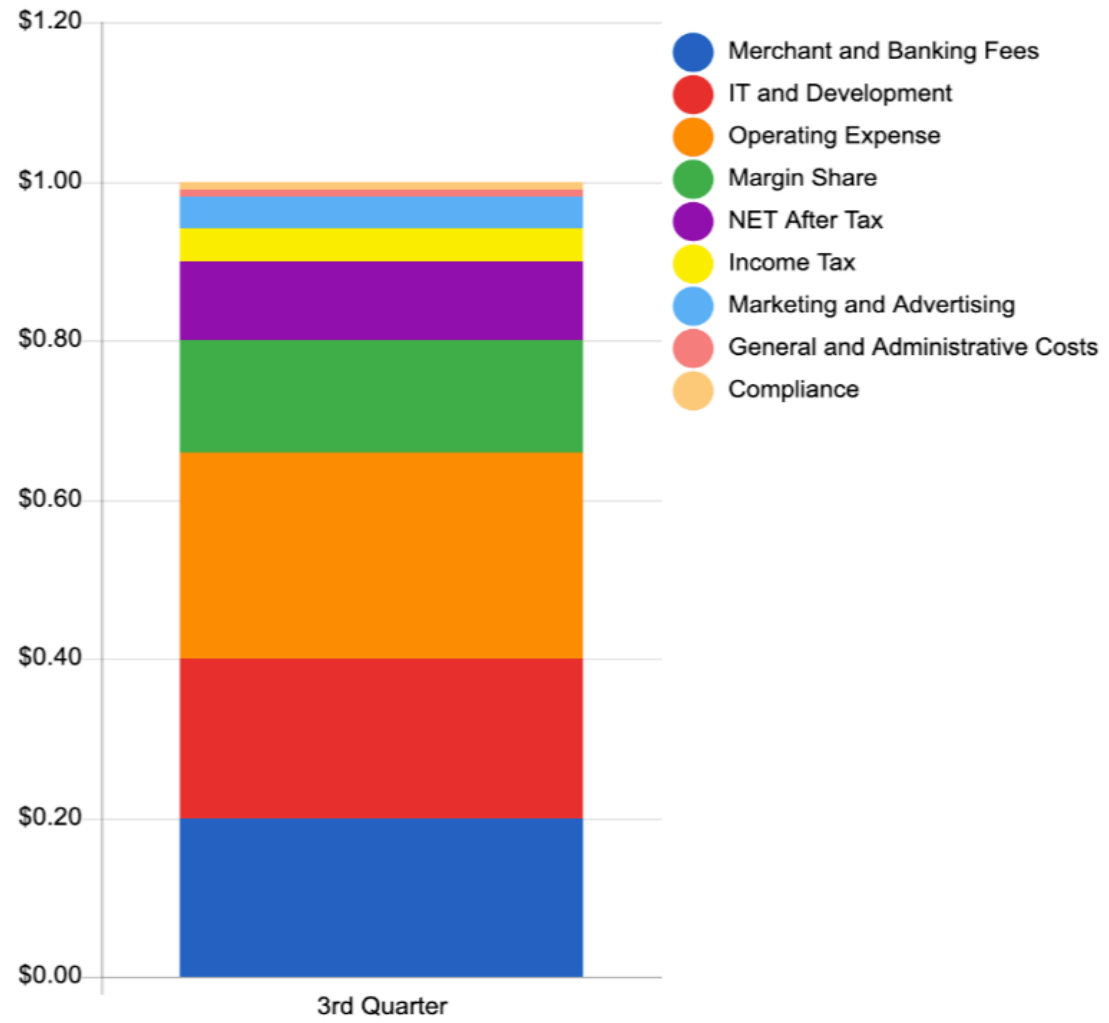


NIC Nebraska is still seeing a **decrease** in Driver History Records (DHR) over the past quarter. Increases in Motor Vehicle Renewals and the recovery of Court eFiling help to off-set this loss.

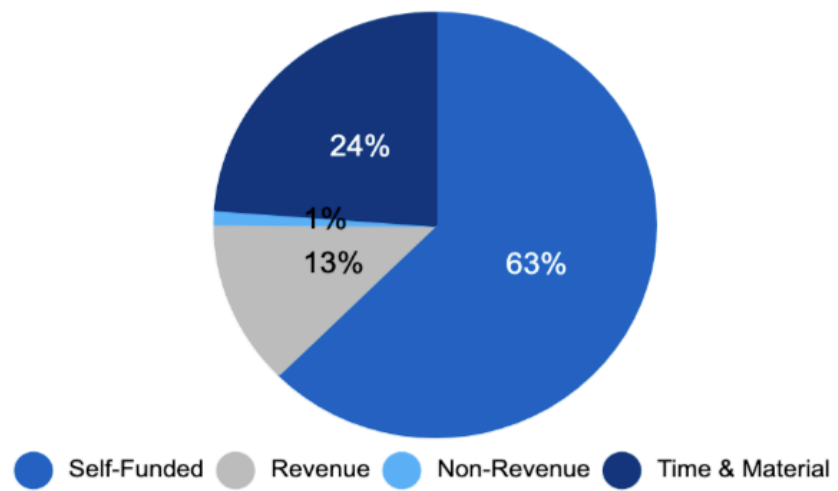
Revenue Balance



Per Dollar Breakdown



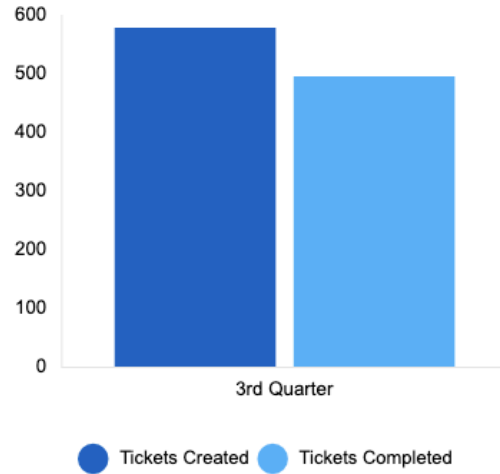
Time Spent by Project Funding



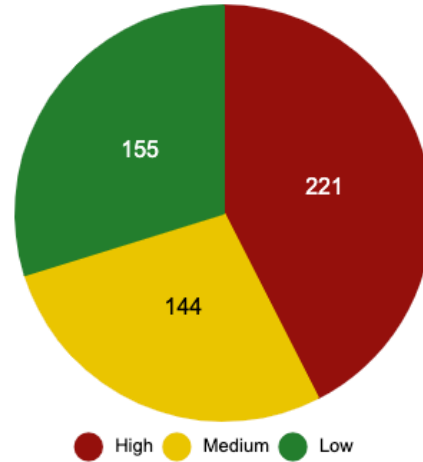
Maintenance

Maintenance impacts all services and has a direct impact on the constituents of Nebraska. This area gives the board a view into the engagement of our staff and the resources supporting your services.

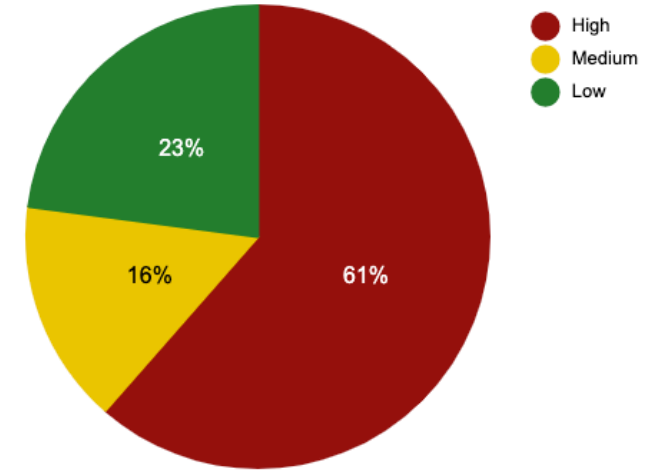
Tickets



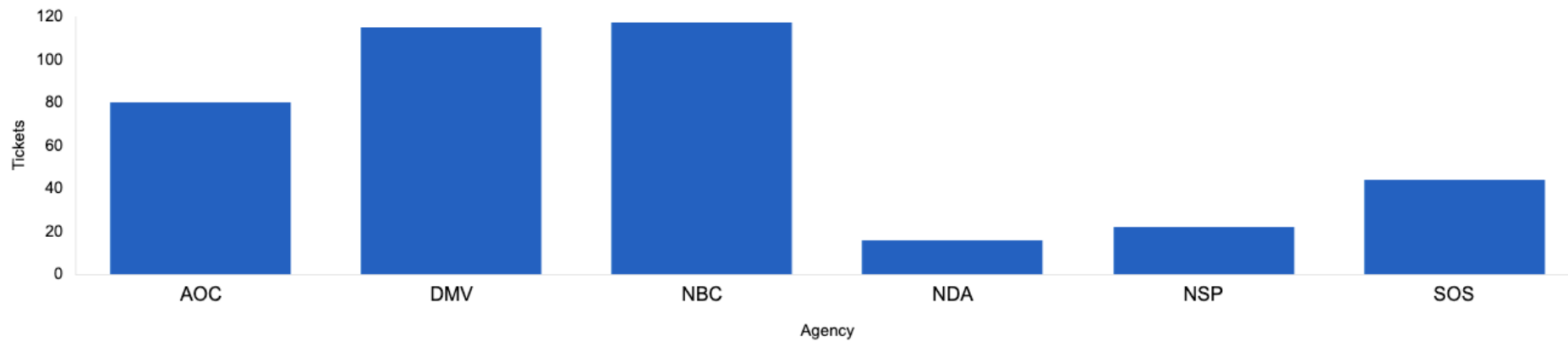
Tickets by Priority



Change Priority



Major Agency Tickets



The number of tickets for the Nebraska Brand Committee has fallen behind the DMV for the first time in 12 months. This has been contributed to Nebraska bringing the NIC mobile inspection platform in-house and the implementation of the reporting platform.

Quarter Uptime

Uptime

100.00%

3rd Quarter

Downtime Reports

2

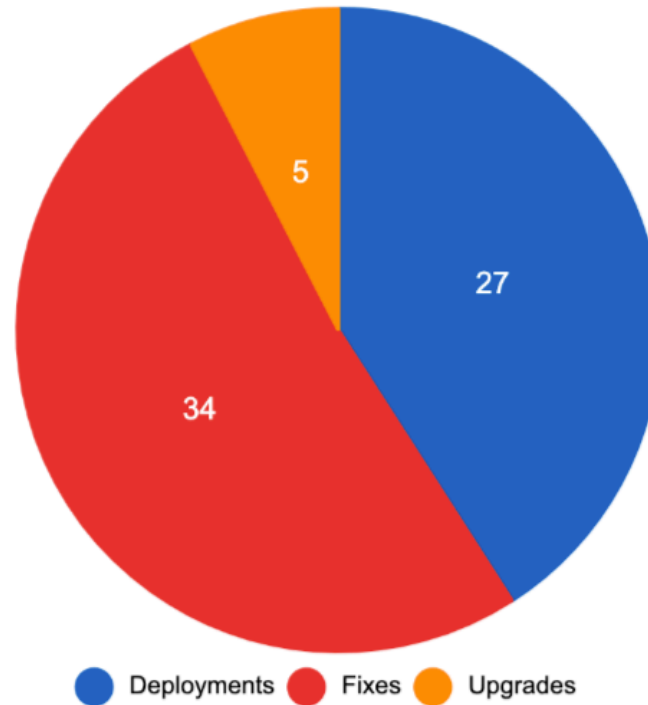
3rd Quarter

Response time (ms)

371

3rd Quarter

Changes by Type



Network Traffic/Hit and Services Reports

- [Google Analytics](#)
- [List of Service and transaction volumes](#)

Annual Requirements

Commercially Audited Company Financials

1st Quarter: **Submitted**

Business Plan

3rd Quarter: **Submitted**

Data Center Comprehensive Annual Certification

2nd Quarter: **Completed**

PCI Attestation of Compliance

2nd Quarter: **Completed**

Security Compliance Assessment Completed

1st Quarter: **Pending Completion**

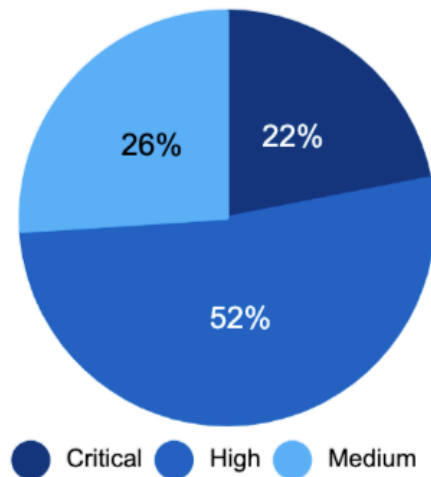
2nd Quarter: **Completed**

Security Update

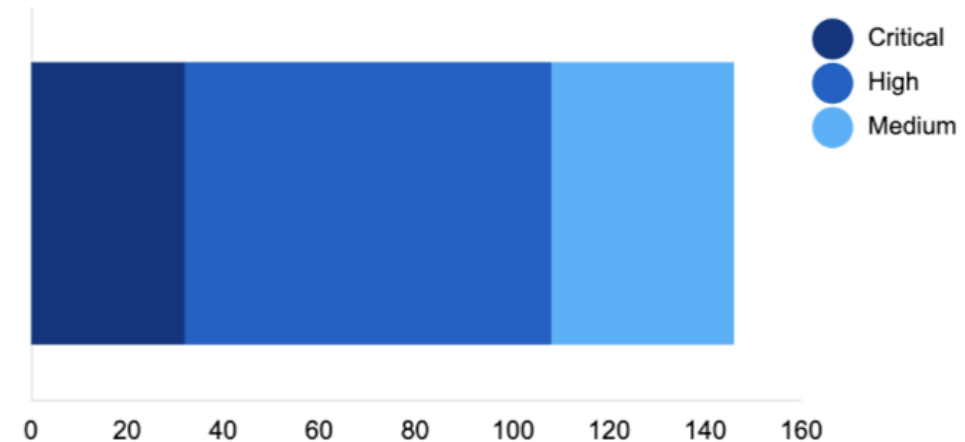
Q3 2020 the NIC Corporate Security Team (CST) has been working with the NIC Nebraska team to identify the scope of testing efforts. This has involved communications to establish the preferred penetration testing approach by Nebraska and quarterly updates to the network declaration form. These five touch points lay the foundational understanding of what exists and what should be tested on behalf of your state enterprise. Using the annual test plan and network declaration forms, the NIC CST worked to identify vulnerabilities through interactive analysis of production-like environments. CST has conducted 53 vulnerability scans during Q3 2020.

The NIC CST continuously monitors for vulnerabilities, operations or threat actors that could impact NIC, the Nebraska enterprise or our partners. In addition, we actively maintain relationships with law enforcement and contacts with federal agencies such as DHS and the FBI. Should information be discovered that requires notification, a security alert is created and distributed within NIC. Security alerts are distributed through the compliance framework tool. Security alerts distributed in Q3 2020 is captured in the table below

Security Alerts by Type

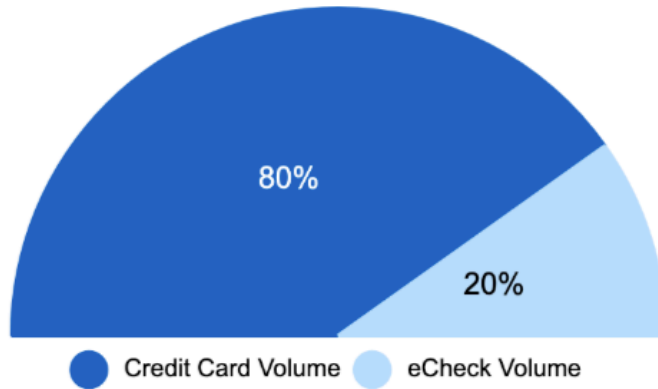


Total Security Alerts

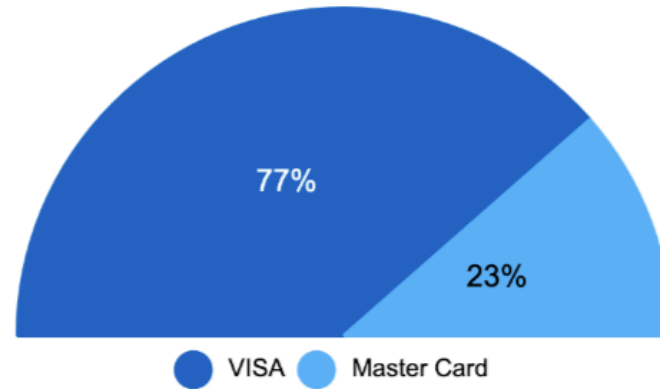


Transactions

Total Transaction Volume by Payment Category



Total Transactions by Card Type



Total Return Rate

Credit Card

2%

3rd Quarter

eCheck

18%

3rd Quarter

This provides the Board with how users are paying for services. These percentages are the same regardless of whether it is a State or County service.

Contract Management

NIC Nebraska

Thank you for your ongoing partnership and trust in us as these past several months you, our partner, have done an amazing job under immense pressure to respond to the needs of citizens in their time of need. We are proud to be able to play a small role in helping achieve that. As you know, we are a wholly-owned subsidiary of NIC and have offices like this one in 28 states around the country. Over the past several weeks - as every state was managing the needs of citizens through the COVID-19 outbreak - the power of being a part of the NIC umbrella has become even more apparent. We have been able to share solutions across all 28 NIC operations to bring expertise, shared learnings, and solutions quickly to our partners during this critical time. In an effort to exemplify this unity, we are beginning to refer to ourselves as NIC <insert state name> along with the rest of the NIC business unit. We are not changing the way we do business or the way we operate. We are simply transitioning to a new way of referring to ourselves that captures the strength we bring as one unified company, working together to be the best partner we can be, especially at this time when working together is so important.

Over the next few weeks, you may see our logo change on our website, social media, and email signatures. Other changes, like email addresses and website URLs will happen at a later time. We're excited to continue serving you, and appreciate you taking the time to discuss this change with us

Promoting Nebraska Services

NIC presented to the Republican Governor's Association panel, which included the Governor and his Chief of Staff focused on the importance of online services during COVID. The focus of the presentation was on the 12-month trend of online Utility payments and the Department of Motor Vehicle Services which shows an increase in use beginning in March and peaking in May, all occurring during the Governor's executive order to ease Vehicle requirements.

At the invitation of Dave Fletcher, Chief Technology Officer for the State of Utah, Brent was asked to discuss Nebraska's successful implementation of services into Gov2Go. In particular our integration with the Courts to provide notifications to the public of their hearing dates, times, and courtroom number. Nebraska also has integrations with Professional licensing and Conceal Handgun permits notifying users when their license is set to expire. We anticipate the notification of Motor Vehicle Registrations through Gov2gov, giving additional notification options such as in App, SMS, and email with a web interface to manage their subscriptions. Gov2Go is a unique new way to take care of all your interactions with government in one convenient place — saving you time, worry, and frustration. Like a personal assistant for government, Gov2Go carefully gathers and presents all the information you need to take timely action and is covered under the Electronic Government Services in the contract.

Nebraska Brand Committee

General Manager, Brent Hoffman attended the 2nd Annual all Brand Inspector meeting in Broken Bow, NE to present the latest technology update. Last year, was met with frustrated users and a lack of movement on enhancements to the mobile platform. Since then, Brent has brought the mobile platform to Lincoln, along with the developer of the service who worked for NIC Nebraska prior to leading NIC Corporate mobile division. This immediately produced the mobile brand book, sync management, and expanded search functions desired by the inspectors. In the 4th quarter, we anticipate the launch of a redesigned payment function, which will eliminate having to have two signatures and the need to open a second application for payments. Lastly, we provided the ability for the Executive director of the Brand Committee to provide ad-hoc reports, which demonstrates the cost savings measures being put into place by the Brand Committee. All of these changes and enhancements received an ovation from the entire crowd and very positive feedback from the Brand Committee.

Utility Payments

We launched our 14th Utility Payment Solution, which uses App Engine, built in a multi-tenant environment that it is easy to onboard entities that use either BS&A, Data Technologies, or NMPP (Power Manager) for seamless integration to their backend office solutions.

Board of Parole

The launch of the Parole website redesign at <https://parole.nebraska.gov/>

The Board of Parole and Division of Parole Supervision have repeatedly expressed their excitement throughout the project's life cycle and have stated how pleased they are with the launch of the new look and features the site has. The goal of this redesign was to increase the usability of the site with better navigation and resources for website visitors. They also wanted the site to look very clean and modern, and minimize text on the homepage which I feel the team captured perfectly. Resources for the site have been reorganized by the partner and there are new information pieces specific for various visitors to the website. I hope the team feels this project was as big a success as the partner feels it has been!

Attorney General

https://appengine.egov.com/apps/ne/ag_consumer_protection_kit

This application is designed to allow users to order Consumer Protection Kit(s) from the Attorney General Protect the Good Life agency in order for fraud prevention.

Liquor Control

Launch of the NLCC license renewal launch with enhancements and redesign. The feedback from the partner 'I am so excited, everything seemed to work well thus far, just wanted to thank you for all your time and effort into this project.'

State Fire Marshal

Boiler Accident Report - https://appengine.egov.com/apps/ne/boiler_accident_report_form

Boiler and Pressure Vessel Installation Notice - https://appengine.egov.com/apps/ne/boiler_pressure_vessel_installation_notice

Boiler Inspection Program Clearance Waiver Request - https://appengine.egov.com/apps/ne/Boiler_Inspection_Program_Clearance_Waiver_Request_Form

These three forms replace and will terminate old mail forms built and hosted on the Nebraska Department of Labor that they were using.

On behalf of Christopher Cantrell, the State Marshall, he is very happy with the implementation of these forms and the features that were included to improve and streamline their process. He has asked that I send his regards to our team on the excellent accomplishment.

Sarpy Sheriff

One of many entities in Sarpy County currently developing against our CommonCheckout (CCP) Application Programming Interface (API). This new service for Vehicle Inspections can now be paid online. This is just another way where NIC Nebraska can offer a quick solution for a secure payment process to our partners. They are grateful and appreciate our level of customer service.

License One-Stop

Carmen Easley, Director of Operations met with Matt Miltenberger to discuss for Phase II of a project for a Licensing Portal/Business One Stop. Nebraska delivered Phase 1, essentially a centralized web-page containing all code agencies' business licenses. Phase II.a is to expand to all non-code agencies and solidify stakeholders to content updates. The long-term goal is to utilize Artificial Intelligence and Machine learning to enhance the [Nebraska.gov](https://www.nebraska.gov) website to provide a more focused service to citizens and businesses. The full requirements and costs are yet to be determined.

Supreme Court

A new service for the Administrative Office of the Courts (AOC) allows court reporters to send electronic bills of exception to clerk review. The team was able to utilize the existing Court Document Transfer system and shape it into a more robust application that various users will access for different needs in the future. Documents are filed to Clerk Review for approval into JUSTICE. We are excited that Jennifer Rasmussen and the AOC have really accommodated the Agile process of building shippable increments and will continue to craft out the vision for the next phase of Court Reporter Documents to include Judge review and more document types, and specifying more scenarios to fulfill as we progress forward.

State Patrol

In February, we launched the Misdemeanor Crime and Domestic Violence Project for the Nebraska State Patrol and is now moving this project to a maintenance phase. There are many moving pieces of this service and there have already been 2 additional phases requested by the State Patrol. This project is important to not only the state, but the citizens and businesses within it. It closes the gap and reports to a Federal database preventing individuals from purchasing fire arms based upon court ruling and the crime convicted offenders. NSP believes that had this process been in place in 2007 it would have prevented the mass shooting at the Omaha Von Maur and a few others.

This project was developed using Federal Grant funds and not Nebraska appropriated funds. It took approximately 560 hours to developed, deliver and support, coming in almost 200 hours under our original estimate. This project was originally developed by the OCIO and due to issues with the application logic, the project was never launched to more than 3 courts statewide. Our relationship and reputation drove NSP to request the OCIO transition the project to NIC Nebraska, leveraging our knowledge of court data and court relationships!

Survey Quote from our partner: 'I am very pleased with this project. The ability for NI to pick up, understand, and run with something that has many moving parts has been phenomenal. I am very much looking forward to future projects!'

State of Florida – Rapid Antigen Testing Sites

Since the beginning of August, NIC's TourHealth deployment has provided four rapid antigen testing locations across South Florida. Two sites operating 7 days per week and two sites operating 5 days per week. Each site has a daily testing capacity of 625 tests and we are regularly administering over 2,000 rapid antigen tests (Quidel Sofia SARS Antigen FIA). Of those being tested, 95% are receiving their results in under an hour every day delivered via our Gov2Go application and the results are populated in the State's electronic health record system for consistent and concise COVID-19 testing results.

Application Rationalization

An enhancement to the DMV Handicap Permit was the beginning of our application rationalization efforts, designed to reduce our technical debt. This enhancement allows administrators to merge records reducing their overhead by 300 hours while reducing the number of maintenance tickets we receive. An evaluation of maintenance tickets we have been receiving for the service (200+ a year) and we expect to have this reduced to lower than 40 over the next 12 months.

Verticals

Compliance Framework Tool (CFT)

Brent held a call with the State Treasurer's office, OCIO Risk Mitigation & Compliance (RMC) team, and NIC security to demo the NIC Security Compliance Framework Tool. The call was very positive with all representatives being very engaged and responsive. It was very apparent the wheels were turning for the Director of the RMC with another demo requested demo enlght of current compliance discussions. According to the well-established Poneom report, says shows the average cost of Compliance failures is \$350,000 in the event of a data breach of 100,000 records or less.

The CFT was designed to be "Security Governance in a Box". There are four primary concepts that drive a healthy security posture.

1. Understand your security requirements
2. Are conducting security testing to look for vulnerabilities
3. Are remediating identified vulnerabilities
4. Know some facts about your environments

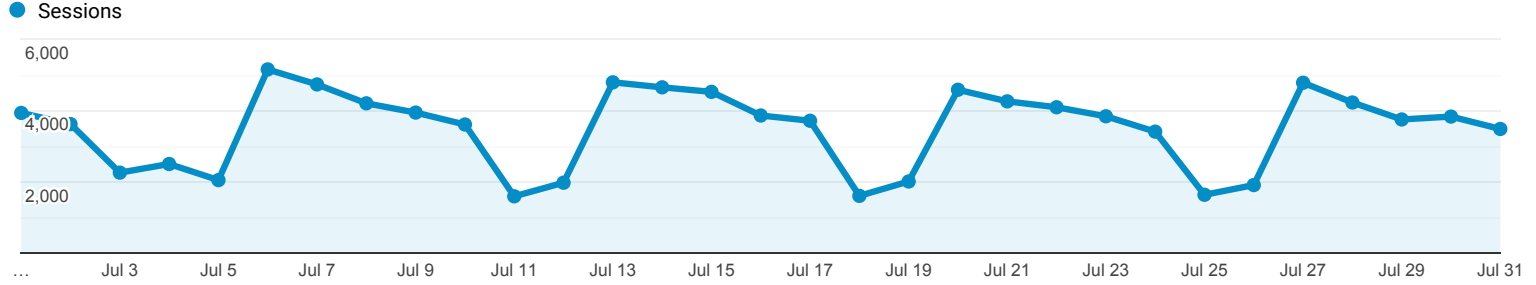
The CFT was designed to capture and track these elements occurring across multiple tenants

Overview

All Users
100.00% Sessions

Jul 1, 2020 - Jul 31, 2020

Explorer



Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value	Sessions
	108,516 % of Total: 100.00% (108,516)	61.72% Avg for View: 61.72% (0.00%)	66,976 % of Total: 100.00% (66,976)	63.99% Avg for View: 63.99% (0.00%)	1.71 Avg for View: 1.71 (0.00%)	00:01:26 Avg for View: 00:01:26 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (\$0.00)	108,516 % of Total: 100.00% (108,516)
1. desktop	71,307 (65.71%)	55.37%	39,485 (58.95%)	61.65%	1.76	00:01:41	0.00%	0 (0.00%)	\$0.00 (0.00%)	71,307 (65.71%)
2. mobile	34,046 (31.37%)	75.39%	25,668 (38.32%)	69.11%	1.61	00:00:55	0.00%	0 (0.00%)	\$0.00 (0.00%)	34,046 (31.37%)
3. tablet	3,163 (2.91%)	57.64%	1,823 (2.72%)	61.43%	1.69	00:01:15	0.00%	0 (0.00%)	\$0.00 (0.00%)	3,163 (2.91%)

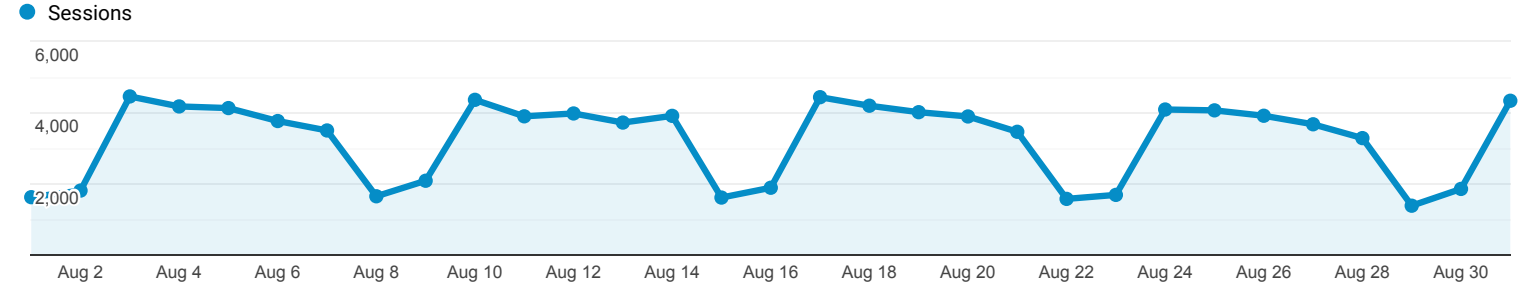
Rows 1 - 3 of 3

Overview

All Users
100.00% Sessions

Aug 1, 2020 - Aug 31, 2020

Explorer



Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value	Sessions
	100,380 % of Total: 100.00% (100,380)	62.81% Avg for View: 62.81% (0.00%)	63,047 % of Total: 100.00% (63,047)	66.05% Avg for View: 66.05% (0.00%)	1.67 Avg for View: 1.67 (0.00%)	00:01:23 Avg for View: 00:01:23 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (\$0.00)	100,380 % of Total: 100.00% (100,380)
1. desktop	67,760 (67.50%)	57.92%	39,244 (62.25%)	65.32%	1.68	00:01:34	0.00%	0 (0.00%)	\$0.00 (0.00%)	67,760 (67.50%)
2. mobile	29,784 (29.67%)	74.15%	22,084 (35.03%)	68.05%	1.64	00:01:00	0.00%	0 (0.00%)	\$0.00 (0.00%)	29,784 (29.67%)
3. tablet	2,836 (2.83%)	60.61%	1,719 (2.73%)	62.38%	1.71	00:01:12	0.00%	0 (0.00%)	\$0.00 (0.00%)	2,836 (2.83%)

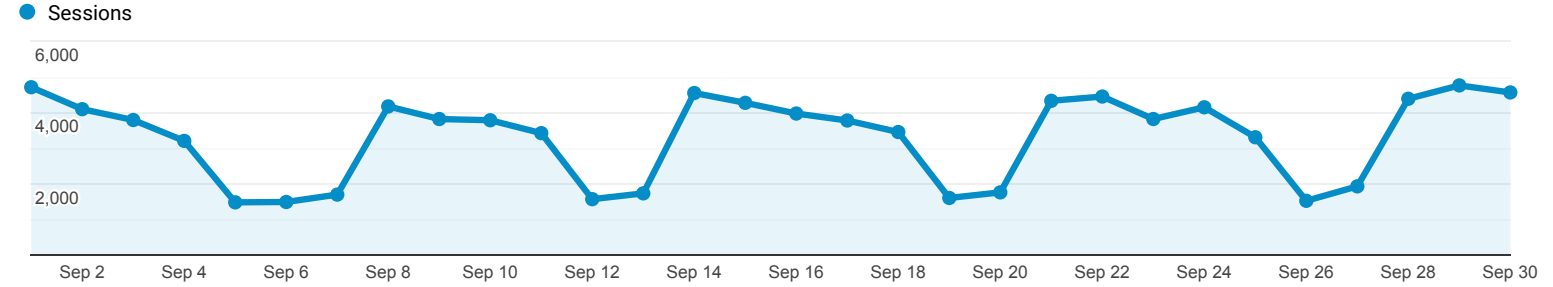
Rows 1 - 3 of 3

Overview

All Users
100.00% Sessions

Sep 1, 2020 - Sep 30, 2020

Explorer




Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value	Sessions
	99,573 % of Total: 100.00% (99,573)	63.15% Avg for View: 63.15% (0.00%)	62,882 % of Total: 100.00% (62,882)	65.38% Avg for View: 65.38% (0.00%)	1.72 Avg for View: 1.72 (0.00%)	00:01:40 Avg for View: 00:01:40 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (\$0.00)	99,573 % of Total: 100.00% (99,573)
1. desktop	68,577 (68.87%)	58.19%	39,908 (63.46%)	64.08%	1.76	00:01:59	0.00%	0 (0.00%)	\$0.00 (0.00%)	68,577 (68.87%)
2. mobile	28,426 (28.55%)	75.54%	21,473 (34.15%)	68.72%	1.62	00:00:56	0.00%	0 (0.00%)	\$0.00 (0.00%)	28,426 (28.55%)
3. tablet	2,570 (2.58%)	58.40%	1,501 (2.39%)	63.15%	1.72	00:01:26	0.00%	0 (0.00%)	\$0.00 (0.00%)	2,570 (2.58%)

Rows 1 - 3 of 3

**Payment Statement
August 31, 2020**

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 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)	90.00%
DMV- DLR - Batch	11,605	\$3.00	\$34,815.00	\$23,210.00	\$11,605.00	\$2,321.00	\$9,284.00	
DMV- DLR - Monitoring Fee	674,382	\$0.06	\$40,462.92	\$26,975.28	\$13,487.64	\$2,697.53	\$10,790.11	
DMV- DLR - Interactive	76,644	\$3.00	\$229,932.00	\$153,288.00	\$76,644.00	\$15,328.80	\$61,315.20	
DMV- DLR - Certified	26	\$3.00	\$78.00	\$52.00	\$26.00	\$5.20	\$20.80	
DMV- DLR - Certified Transcript	144	\$4.00	\$576.00	\$432.00	\$144.00	\$28.80	\$115.20	
DMV-SRIND	110	\$0.50	\$55.00	\$0.00	\$55.00	\$11.00	\$44.00	
DMV - DLR Single	1,770	\$3.00	\$5,310.00	\$3,540.00	\$1,770.00	\$354.00	\$1,416.00	
DMV - Driver License Renew	18,082	Variable	\$490,822.00	\$466,671.00	\$24,151.00	\$4,830.20	\$19,320.80	
DMVMETROSOUTH	2,564	Variable	\$60,747.25	\$57,203.50	\$3,543.75	\$708.75	\$2,835.00	
DMVMETROSOUTH-Cash	2,113	Variable	\$42,566.00	\$42,566.00	\$0.00	\$0.00	\$0.00	
West O DL_Corrections	2	Variable	\$33.50	\$31.00	\$2.50	\$0.50	\$2.00	
West O DL_Corrections-Cash	5	Variable	\$131.50	\$131.50	\$0.00	\$0.00	\$0.00	
DMVMapleLocation	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMVMapleLocation-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMVMetroWest	1,450	Variable	\$33,964.25	\$32,046.00	\$1,918.25	\$383.65	\$1,534.60	
DMVMetroWest-Cash	837	Variable	\$16,460.00	\$16,460.00	\$0.00	\$0.00	\$0.00	
DMVNorthExpress	1,766	Variable	\$44,472.75	\$42,117.00	\$2,355.75	\$471.15	\$1,884.60	
DMVNorthExpress-Cash	1,753	Variable	\$38,159.50	\$38,159.50	\$0.00	\$0.00	\$0.00	
DMV- TLR - Interactive	18,730	\$1.00	\$18,730.00	\$7,492.00	\$11,238.00	\$2,247.60	\$8,990.40	
DMV- TLR - batch	22,791	\$1.00	\$22,791.00	\$9,116.40	\$13,674.60	\$2,734.92	\$10,939.68	
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00	
DMV- TLR - Vol. Over 2,000/Run	42	\$18.00	\$756.00	\$420.00	\$336.00	\$67.20	\$268.80	
DMV - Reinstatement	2,049	\$3.00	\$156,097.00	\$149,950.00	\$6,147.00	\$1,229.40	\$4,917.60	
DMV - IRP	296	Variable	\$359,317.36	\$356,465.72	\$2,851.64	\$570.33	\$2,281.31	
DMV - IFTA	834	Variable	\$264,289.72	\$262,694.90	\$1,594.82	\$318.96	\$1,275.86	
DMVSPLATE	476	Variable	\$12,323.00	\$10,895.00	\$1,428.00	\$285.60	\$1,142.40	
DMVSPLATEMESS	1,163	Variable	\$58,829.00	\$55,340.00	\$3,489.00	\$697.80	\$2,791.20	
DMV - SingleTripPermit	666	Variable	\$27,071.00	\$24,865.00	\$2,206.00	\$441.20	\$1,764.80	
DMV - Motor Vehicle Renewals	55,634	Variable	\$11,487,544.18	\$11,208,060.09	\$279,484.09	\$55,896.82	\$223,587.27	
DMV_Fleets	9	Variable	\$12,032.98	\$11,973.10	\$59.88	\$11.98	\$47.90	
DMV_DAS	70	Variable	\$8,999.00	\$7,205.00	\$1,794.00	\$358.80	\$1,435.20	
HHSS - Health Practitioner Lists	76	Variable	\$5,030.00	\$0.00	\$5,030.00	\$1,006.00	\$4,024.00	
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,825.00	\$0.00	\$2,825.00	\$565.00	\$2,260.00	
HHSS - Health License Monitoring	13,078	Variable	\$130.78	\$0.00	\$130.78	\$26.16	\$104.62	
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$99.43	\$0.00	\$99.43	\$19.89	\$79.54	
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
LCC SDL	105	Variable	\$5,436.84	\$5,160.00	\$276.84	\$55.37	\$221.47	
SED - Electrical Permits	0	4% of Fee	\$88,450.00	\$88,450.00	\$3,538.00	\$707.60	\$2,830.40	
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SED - Electrician Apprentice License	100	3.00	\$2,300.00	\$2,300.00	\$300.00	\$60.00	\$240.00	
SED - License List	2	Variable	\$30.00	\$30.00	\$10.00	\$2.00	\$8.00	
SEDEXAM3 - Exam Application (\$3 fee)	42	3.00	\$2,646.00	\$2,646.00	\$126.00	\$25.20	\$100.80	

SEDEXAM5 - Exam Application (\$5 fee)	11	5.00	\$1,430.00	\$1,430.00	\$55.00	\$11.00	\$44.00
SOS - Corporation filings (LLC/LLP) (TPE)	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	2,422	\$2/vari	\$177,560.10	\$171,480.00	\$6,080.10	\$1,216.02	\$4,864.08
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,545	Variable	\$8,048.37	\$3,889.20	\$4,159.17	\$831.83	\$3,327.34
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	42	Varie	\$675.00	\$337.50	\$337.50	\$67.50	\$270.00
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - Corp_OCOGS	861	\$6.50	\$5,596.50	\$2,152.50	\$3,444.00	\$688.80	\$2,755.20
SOS - Corpcogs	9	\$10.00	\$90.00	\$90.00	\$0.00	\$0.00	\$0.00
SOS - Corpmg2	4,267	\$0.45	\$1,920.15	\$1,365.44	\$554.71	\$110.94	\$443.77
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	0	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Interactive Searches	5,512	\$4.50	\$24,804.00	\$19,292.00	\$5,512.00	\$1,102.40	\$4,409.60
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	94	Variable	\$188.00	\$94.00	\$94.00	\$18.80	\$75.20
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	5	\$15.00	\$75.00	\$37.50	\$37.50	\$7.50	\$30.00
SOS - UCC Continuationl Filings	1,184	\$8.00	\$9,472.00	\$7,696.00	\$1,776.00	\$355.20	\$1,420.80
SOS - UCC Original Filings	3,403	\$8.00	\$27,224.00	\$22,119.50	\$5,104.50	\$1,020.90	\$4,083.60
SOS - UCC Electronic Amendments	318	\$8.00	\$2,544.00	\$2,067.00	\$477.00	\$95.40	\$381.60
SOS - UCC Electronic Assignments	32	\$8.00	\$256.00	\$208.00	\$48.00	\$9.60	\$38.40
SOS - UCC Electronic Collateral Amendments	74	\$8.00	\$592.00	\$481.00	\$111.00	\$22.20	\$88.80
SOS - UCC Images	9,213	\$0.45	\$4,145.85	\$2,948.16	\$1,197.69	\$239.54	\$958.15
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	30	Variable	\$240.00	\$195.00	\$45.00	\$9.00	\$36.00
SOS - UCCASSIGN_BULK	11	Variable	\$88.00	\$71.50	\$16.50	\$3.30	\$13.20
SOS - UCCCOLLAMEND	12	Variable	\$96.00	\$78.00	\$18.00	\$3.60	\$14.40
SOS - UCCCONT_BULK	72	Variable	\$576.00	\$468.00	\$108.00	\$21.60	\$86.40
SOS - UCCORIG_BULK	607	Variable	\$4,856.00	\$3,945.50	\$910.50	\$182.10	\$728.40
SOS - EFS Interactive Searches	1,348	\$4.50	\$6,066.00	\$4,718.00	\$1,348.00	\$269.60	\$1,078.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	247	\$8.00	\$1,976.00	\$1,605.50	\$370.50	\$74.10	\$296.40
SOS - EFS Original Filings	128	\$8.00	\$1,024.00	\$832.00	\$192.00	\$38.40	\$153.60
REV - Sales/Use Tax Permit Lists	7	\$5.50	\$38.50	\$0.00	\$38.50	\$7.70	\$30.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	150	3% of Fee	\$26,770.00	\$25,966.90	\$803.10	\$160.62	\$642.48
E&A - Engineers & Architects License Renewal	4	5% of Fee	\$544.00	\$544.00	\$27.20	\$5.44	\$21.76
E&A - Engineers & Architects	45	5% of Fee	\$6,750.00	\$6,750.00	\$337.50	\$67.50	\$270.00
Water Well Registrations	225	5% of Fee	\$17,720.00	\$16,479.60	\$1,240.40	\$248.08	\$992.32
REV - Motor Fuels Tax Filing	610	\$0.25	\$152.50	\$0.00	\$152.50	\$30.50	\$122.00
NDOA - Applicator permits	57	Variable	\$3,050.00	\$2,911.00	\$139.00	\$27.80	\$111.20
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	2,664	Variable	\$647,555.96	\$637,467.36	\$10,088.60	\$2,017.72	\$8,070.88
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	209	Variable	\$756,441.92	\$755,860.68	\$581.24	\$116.25	\$464.99
NDOA - AGSMALL_PACKAGE	13	Variable	\$3,326.57	\$3,232.50	\$94.07	\$18.81	\$75.26
NDOA - AG_EURO_CORN	1	Variable	-\$184.39	-\$189.25	\$4.86	\$0.97	\$3.89
NDOA - AGFFAL_Tonnage	647	Variable	\$501,882.08	\$498,058.10	\$3,823.98	\$764.80	\$3,059.18
NDOA - AGFIRM_REGISTRATION	7	Variable	\$96.98	\$84.50	\$12.48	\$2.50	\$9.98
NDOA - AGGFAL_Renew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$22,307.47	\$22,300.47	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	7	Variable	\$62,932.75	\$62,381.01	\$551.74	\$110.35	\$441.39

NDOA - Food License Renewals	2,971	Variable	\$497,021.99	\$485,934.83	\$11,087.16	\$2,217.43	\$8,869.73
NDOA - AGMILK_RENEW	87	Variable	\$13,171.60	\$12,772.75	\$398.85	\$79.77	\$319.08
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	41	Variable	\$6,603.78	\$6,488.25	\$115.53	\$23.11	\$92.42
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	35	Variable	\$35,342.60	\$35,225.66	\$116.94	\$23.39	\$93.55
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	2	Variable	\$197.93	\$192.00	\$5.93	\$1.19	\$4.74
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$204.99	\$191.25	\$13.74	\$2.75	\$10.99
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	14	Variable	\$157.50	\$140.00	\$17.50	\$3.50	\$14.00
SFM - Fireworks Display Permits	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM_BOILER	59	Variable	\$6,807.00	\$6,807.00	\$177.00	\$35.40	\$141.60
SFM_ELEVATOR	50	Variable	\$8,125.00	\$0.00	\$150.00	\$30.00	\$120.00
SFM_ELEVATOR_CC%	29	Variable	\$5,955.00	\$5,955.00	\$178.65	\$35.73	\$142.92
OTC-Over the counter payment	17,612	Variable	\$3,995,585.58	\$3,943,515.77	\$52,069.81	\$10,413.96	\$41,655.85
OTC Billback	114	Variable	\$540.83	\$0.00	\$540.83	\$108.17	\$432.66
PropertyTax Payments	2,112	Variable	\$8,384,206.87	\$8,363,395.08	\$20,811.79	\$4,162.36	\$16,649.43
NDOL - Contractor Registration	1,653	Variable	\$73,527.20	\$68,555.00	\$4,972.20	\$994.44	\$3,977.76
NDOL_OVR_PMT	104	Variable	\$87,110.65	\$0.00	\$779.52	\$155.90	\$623.62
NDOL_TAX_PMT	14	Variable	\$1,341.64	\$0.00	\$82.25	\$16.45	\$65.80
NEROADS - DOT Permits	10,534	Variable	\$275,426.25	\$256,990.00	\$18,436.25	\$3,687.25	\$14,749.00
NEROADS- NDOT_RMS	13	Variable	\$2,594.06	\$2,484.54	\$109.52	\$21.90	\$87.62
NEROADS- NDOTSPD	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS - NDOTPERMITS	33	Variable	\$687.75	\$635.94	\$51.81	\$10.36	\$41.45
State Patrol Crime Report	1,155	\$18.00	\$23,017.50	\$18,562.50	\$4,455.00	\$891.00	\$3,564.00
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	506	\$4.50	\$27,577.00	\$25,300.00	\$2,277.00	\$455.40	\$1,821.60
NSPApptFee	1,094	\$4.50	\$81,544.94	\$77,667.75	\$3,877.19	\$775.44	\$3,101.75
State Patrol Crime Report - Subscriber	1,062	Variable	\$16,452.00	\$13,592.70	\$2,859.30	\$571.86	\$2,287.44
Event Registration	91	10% of Fee	\$286.50	\$262.00	\$24.50	\$4.90	\$19.60
Sarpy_Stop	284	Variable	\$37,155.00	\$36,252.16	\$902.84	\$180.57	\$722.27
Medicaid & Long Term Care	101	\$1.75	\$7,753.00	\$7,753.00	\$176.75	\$35.35	\$141.40
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	55	Variable	\$2,547.96	\$2,485.00	\$62.96	\$12.59	\$50.37
order_form_LPNNRD	74	Variable	\$2,686.83	\$2,507.19	\$179.64	\$35.93	\$143.71
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	1,023	Variable	\$173,108.87	\$169,099.14	\$4,009.73	\$801.95	\$3,207.78
SarpyCommunityCorrections	16	Variable	\$1,762.56	\$1,711.00	\$51.56	\$10.31	\$41.25
SARPY_VEHINSP	5	Variable	\$145.34	\$133.25	\$12.09	\$2.42	\$9.67
DOUGLAS_VITAL	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59PlanningDept	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	100,331	Variable	\$6,019.86	\$0.00	\$6,019.86	\$1,203.97	\$4,815.89
NBC_Inspections	550	Variable	\$56,483.48	\$56,483.48	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	71,779	Variable	\$4,306.74	\$0.00	\$4,306.74	\$861.35	\$3,445.39
NBC_NISaleBarn	62,636	Variable	\$62,636.00	\$62,636.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	63,190	Variable	\$3,791.40	\$0.00	\$3,791.40	\$758.28	\$3,033.12
NBC_RFLRenewal	7	Variable	\$70,750.00	\$70,750.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	32,744	Variable	\$32,744.00	\$32,744.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	32,744	Variable	\$1,964.64	\$0.00	\$1,964.64	\$392.93	\$1,571.71
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,036	Variable	\$4,144.00	\$2,590.00	\$1,554.00	\$310.80	\$1,243.20
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhscentreg	2,625	\$1.50	\$12,547.00	\$8,620.00	\$3,927.00	\$785.40	\$3,141.60
dhscentregDHL	7,006	\$1.50	\$35,030.00	\$24,521.00	\$10,509.00	\$2,101.80	\$8,407.20
REVENUE_FEE	2,322	\$1.75	\$4,063.50	\$0.00	\$4,063.50	\$812.70	\$3,250.80
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,363,483.00		29,979,980.61	29,195,267.40	694,073.79	138,814.79	555,259.00

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	140,818	\$1.00	\$140,818.00	70,409.00	70,409.00	\$70,409.00
Court Records (Justice) Monthly	79	\$500.00	\$39,500.00	\$19,750.00	19,750.00	\$19,750.00
Court Records (Justice) Credit Card Searches	900	\$15.00	\$13,530.00	\$6,765.00	6,765.00	\$6,765.00
Court E-Filing	18,790	\$1.00	\$18,790.00	\$0.00	18,790.00	\$18,790.00
COURTRECORDERF	1	Variable	\$1,500.00	\$0.00	1,500.00	\$1,500.00
COURTAPPELFILE	351	\$2.00	\$702.00	\$0.00	702.00	\$702.00
AOCCERTGS	49	Variable	\$351.53	\$260.00	91.53	\$91.53
COURTAPPTFILE	7	variable	\$350.00	\$0.00	350.00	\$350.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	5,055	Variable	\$720,380.58	\$706,014.03	14,366.55	\$14,366.55
Court Payments	2,736	Variable	\$994,636.68	\$980,594.55	14,042.13	\$14,042.13
Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	60.00	\$60.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	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	816	Variable	\$3,996.00	\$1,935.00	\$2,061.00	\$2,061.00
Sccalessubscr	720	Variable	\$720.00	\$360.00	360.00	\$360.00
SUBTOTAL	170,465		1,943,324.79	1,787,287.58	156,097.21	\$156,097.21

\$41,256.68

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			15,013.33	15,013.33	15,013.33
Subscriptions - New	449	variable	44,900.00	44,900.00	44,900.00
Renewal	2	variable	100.00	100.00	100.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$60,013.33	\$60,013.33	


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	2,464	17.00	51,068.00	0.00	0.00
LCC -Tax Payments	38	variable	3,238,999.00	3,238,999.00	0.00
COURTEFILESUB	18,788	variable	\$430,536.00	\$430,536.00	0.00
PSCREMIT	377	variable	\$4,461,918.25	\$4,461,918.25	0.00
WCCSUB	129	variable	\$1,935.00	\$1,935.00	0.00
SUBTOTAL	21,796		\$8,184,456.25	\$8,133,388.25	\$0.00

**Payment Statement
September 30, 2020**

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 20% Split with the Nebraska State Records Board

90.00%

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)
DMV- DLR - Batch	11,459	\$3.00	\$34,377.00	\$22,918.00	\$11,459.00	\$2,291.80	\$9,167.20
DMV- DLR - Monitoring Fee	669,487	\$0.06	\$40,169.22	\$26,779.48	\$13,389.74	\$2,677.95	\$10,711.79
DMV- DLR - Interactive	76,795	\$3.00	\$230,385.00	\$153,590.00	\$76,795.00	\$15,359.00	\$61,436.00
DMV- DLR - Certified	12	\$3.00	\$36.00	\$24.00	\$12.00	\$2.40	\$9.60
DMV- DLR - Certified Transcript	139	\$4.00	\$556.00	\$417.00	\$139.00	\$27.80	\$111.20
DMV-SRIND	108	\$0.50	\$54.00	\$0.00	\$54.00	\$10.80	\$43.20
DMV - DLR Single	1,790	\$3.00	\$5,370.00	\$3,580.00	\$1,790.00	\$358.00	\$1,432.00
DMV - Driver License Renew	17,812	Variable	\$482,332.25	\$458,437.00	\$23,895.25	\$4,779.05	\$19,116.20
DMVMETROSOUTH	2,250	Variable	\$54,884.00	\$51,749.00	\$3,135.00	\$627.00	\$2,508.00
DMVMETROSOUTH-Cash	1,721	Variable	\$35,181.00	\$35,181.00	\$0.00	\$0.00	\$0.00
West O DL_Corrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
West O DL_Corrections-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest	2,425	Variable	\$57,143.00	\$53,913.00	\$3,230.00	\$646.00	\$2,584.00
DMVMetroWest-Cash	1,341	Variable	\$27,097.50	\$27,097.50	\$0.00	\$0.00	\$0.00
DMVNorthExpress	1,425	Variable	\$36,385.00	\$34,476.00	\$1,909.00	\$381.80	\$1,527.20
DMVNorthExpress-Cash	1,469	Variable	\$32,300.50	\$32,300.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,746	\$1.00	\$18,746.00	\$7,498.40	\$11,247.60	\$2,249.52	\$8,998.08
DMV- TLR - batch	20,634	\$1.00	\$20,634.00	\$8,253.60	\$12,380.40	\$2,476.08	\$9,904.32
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	28	\$18.00	\$504.00	\$280.00	\$224.00	\$44.80	\$179.20
DMV - Reinstatement	1,760	\$3.00	\$137,130.00	\$131,850.00	\$5,280.00	\$1,056.00	\$4,224.00
DMV - IRP	304	Variable	\$376,622.90	\$374,605.55	\$2,017.35	\$403.47	\$1,613.88
DMV - IFTA	165	Variable	\$83,973.93	\$83,698.78	\$275.15	\$55.03	\$220.12
DMVSPLATE	440	Variable	\$10,760.00	\$9,440.00	\$1,320.00	\$264.00	\$1,056.00
DMVSPLATEMESS	927	Variable	\$48,241.00	\$45,460.00	\$2,781.00	\$556.20	\$2,224.80
DMV - SingleTripPermit	706	Variable	\$29,000.00	\$26,640.00	\$2,360.00	\$472.00	\$1,888.00
DMV - Motor Vehicle Renewals	53,902	Variable	\$11,635,973.49	\$11,358,225.79	\$277,747.70	\$55,549.54	\$222,198.16
DMV_Fleets	6	Variable	\$8,557.59	\$8,515.00	\$42.59	\$8.52	\$34.07
DMV_DAS	69	Variable	\$9,530.00	\$7,544.00	\$1,986.00	\$397.20	\$1,588.80
HHSS - Health Practitioner Lists	71	Variable	\$4,685.00	\$0.00	\$4,685.00	\$937.00	\$3,748.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$390.00	\$0.00	\$390.00	\$78.00	\$312.00
HHSS - Health License Monitoring	21,118	Variable	\$211.18	\$0.00	\$211.18	\$42.24	\$168.94
HHSS - Health License Monitoring Mo. Min.	6	Variable	\$84.73	\$0.00	\$84.73	\$16.95	\$67.78
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	324	\$1.00	\$22,969.86	\$22,092.85	\$877.01	\$175.40	\$701.61
LCC Local Renewals	88	Variable	\$81,216.89	\$79,554.00	\$1,662.89	\$332.58	\$1,330.31
LCC SDL	65	Variable	\$3,165.69	\$3,000.00	\$165.69	\$33.14	\$132.55
SED - Electrical Permits	0	4% of Fee	\$87,730.00	\$87,730.00	\$3,509.20	\$701.84	\$2,807.36
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	100	3.00	\$2,300.00	\$2,300.00	\$300.00	\$60.00	\$240.00
SED - License List	4	Variable	\$120.00	\$120.00	\$20.00	\$4.00	\$16.00
SEDEXAM3 - Exam Application (\$3 fee)	44	3.00	\$2,775.00	\$2,775.00	\$132.00	\$26.40	\$105.60

SEDEXAM5 - Exam Application (\$5 fee)	7	5.00	\$910.00	\$910.00	\$35.00	\$7.00	\$28.00
SOS - Corporation filings (LLC/LLP) (TPE)	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	2,197	\$2/vari	\$165,537.65	\$160,015.00	\$5,522.65	\$1,104.53	\$4,418.12
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,489	Variable	\$7,081.17	\$3,539.08	\$3,542.09	\$708.42	\$2,833.67
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	37	Varie	\$750.00	\$375.00	\$375.00	\$75.00	\$300.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - Corp_OCOGS	654	\$6.50	\$4,251.00	\$1,635.00	\$2,616.00	\$523.20	\$2,092.80
SOS - Corpcogs	6	\$10.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,850	\$0.45	\$1,732.50	\$1,232.00	\$500.50	\$100.10	\$400.40
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	5,192	\$4.50	\$23,364.00	\$18,172.00	\$5,192.00	\$1,038.40	\$4,153.60
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	16	Variable	\$32.00	\$16.00	\$16.00	\$3.20	\$12.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	28	\$15.00	\$420.00	\$210.00	\$210.00	\$42.00	\$168.00
SOS - UCC Continuationl Filings	1,318	\$8.00	\$10,544.00	\$8,567.00	\$1,977.00	\$395.40	\$1,581.60
SOS - UCC Original Filings	2,524	\$8.00	\$20,192.00	\$16,406.00	\$3,786.00	\$757.20	\$3,028.80
SOS - UCC Electronic Amendments	245	\$8.00	\$1,960.00	\$1,592.50	\$367.50	\$73.50	\$294.00
SOS - UCC Electronic Assignments	42	\$8.00	\$336.00	\$273.00	\$63.00	\$12.60	\$50.40
SOS - UCC Electronic Collateral Amendments	64	\$8.00	\$512.00	\$416.00	\$96.00	\$19.20	\$76.80
SOS - UCC Images	9,546	\$0.45	\$4,295.70	\$3,054.72	\$1,240.98	\$248.20	\$992.78
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	18	Variable	\$144.00	\$117.00	\$27.00	\$5.40	\$21.60
SOS - UCCASSIGN_BULK	11	Variable	\$88.00	\$71.50	\$16.50	\$3.30	\$13.20
SOS - UCCCOLLAMEND	10	Variable	\$80.00	\$65.00	\$15.00	\$3.00	\$12.00
SOS - UCCCONT_BULK	60	Variable	\$480.00	\$390.00	\$90.00	\$18.00	\$72.00
SOS - UCCORIG_BULK	575	Variable	\$4,600.00	\$3,737.50	\$862.50	\$172.50	\$690.00
SOS - EFS Interactive Searches	1,341	\$4.50	\$6,034.50	\$4,693.50	\$1,341.00	\$268.20	\$1,072.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	263	\$8.00	\$2,104.00	\$1,709.50	\$394.50	\$78.90	\$315.60
SOS - EFS Original Filings	126	\$8.00	\$1,008.00	\$819.00	\$189.00	\$37.80	\$151.20
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	130	3% of Fee	\$18,615.00	\$18,056.55	\$558.45	\$111.69	\$446.76
E&A - Engineers & Architects License Renewal	4	5% of Fee	\$576.00	\$576.00	\$28.80	\$5.76	\$23.04
E&A - Engineers & Architects	41	5% of Fee	\$6,150.00	\$6,150.00	\$307.50	\$61.50	\$246.00
Water Well Registrations	167	5% of Fee	\$14,110.00	\$13,122.30	\$987.70	\$197.54	\$790.16
REV - Motor Fuels Tax Filing	430	\$0.25	\$107.50	\$0.00	\$107.50	\$21.50	\$86.00
NDOA - Applicator permits	32	Variable	\$1,905.00	\$1,824.00	\$81.00	\$16.20	\$64.80
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	252	Variable	\$79,608.80	\$78,416.55	\$1,192.25	\$238.45	\$953.80
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	7	Variable	\$4,303.36	\$4,291.11	\$12.25	\$2.45	\$9.80
NDOA - AGSMALL_PACKAGE	1	Variable	\$819.92	\$798.25	\$21.67	\$4.33	\$17.34
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	86	Variable	\$33,769.46	\$33,322.31	\$447.15	\$89.43	\$357.72
NDOA - AGFIRM_REGISTRATION	10	Variable	\$152.59	\$134.25	\$18.34	\$3.67	\$14.67
NDOA - AGGFAL_Renew	6	Variable	\$81.97	\$69.50	\$12.47	\$2.49	\$9.98
NDOA - DAIRY/EGG/TURKEY	3	Variable	\$22,473.16	\$22,467.91	\$5.25	\$1.05	\$4.20
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NDOA - Food License Renewals	560	Variable	\$80,619.87	\$78,561.34	\$2,058.53	\$411.71	\$1,646.82
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	38	Variable	\$5,983.68	\$5,855.25	\$128.43	\$25.69	\$102.74
NDOA - AG_CervineFacility Permit	1	Variable	\$200.00	\$198.25	\$1.75	\$0.35	\$1.40
NDOA - AGACTNMRKT	37	Variable	\$34,931.25	\$34,855.04	\$76.21	\$15.24	\$60.97
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	6	Variable	\$593.79	\$576.00	\$17.79	\$3.56	\$14.23
NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$102.50	\$96.50	\$6.00	\$1.20	\$4.80
NDOA - Pesticide License Renewals	1	Variable	\$160.00	\$158.25	\$1.75	\$0.35	\$1.40
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	22	Variable	\$247.50	\$220.00	\$27.50	\$5.50	\$22.00
SFM - Fireworks Display Permits	1	Variable	\$53.25	\$50.00	\$3.25	\$0.65	\$2.60
SFM_BOILER	54	Variable	\$7,698.00	\$7,698.00	\$162.00	\$32.40	\$129.60
SFM_ELEVATOR	68	Variable	\$14,780.00	\$14,780.00	\$204.00	\$40.80	\$163.20
SFM_ELEVATOR_CC%	42	Variable	\$12,140.00	\$12,140.00	\$364.20	\$72.84	\$291.36
OTC-Over the counter payment	16,864	Variable	\$4,653,294.11	\$4,601,493.72	\$51,800.39	\$10,360.08	\$41,440.31
OTC Billback	157	Variable	\$1,282.71	\$0.00	\$1,282.71	\$256.54	\$1,026.17
PropertyTax Payments	970	Variable	\$3,043,237.95	\$3,032,182.27	\$11,055.68	\$2,211.14	\$8,844.54
NDOL - Contractor Registration	1,365	Variable	\$61,215.85	\$57,115.00	\$4,100.85	\$820.17	\$3,280.68
NDOL_OVR_PMT	92	Variable	\$85,173.25	\$0.00	\$659.96	\$131.99	\$527.97
NDOL_TAX_PMT	21	Variable	\$3,914.35	\$0.00	\$180.44	\$36.09	\$144.35
NEROADS - DOT Permits	11,100	Variable	\$281,816.75	\$262,390.00	\$19,426.75	\$3,885.35	\$15,541.40
NEROADS- NDOT_RMS	23	Variable	\$3,477.44	\$3,349.76	\$127.68	\$25.54	\$102.14
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	64	Variable	\$1,527.00	\$1,426.52	\$100.48	\$20.10	\$80.38
State Patrol Crime Report	1,180	\$18.00	\$23,715.00	\$19,125.00	\$4,590.00	\$918.00	\$3,672.00
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	563	\$4.50	\$30,683.50	\$28,150.00	\$2,533.50	\$506.70	\$2,026.80
NSPApptFee	1,034	\$4.50	\$70,214.48	\$66,761.00	\$3,453.48	\$690.70	\$2,762.78
State Patrol Crime Report - Subscriber	1,300	Variable	\$20,141.00	\$16,639.10	\$3,501.90	\$700.38	\$2,801.52
Event Registration	212	10% of Fee	\$5,821.50	\$5,274.50	\$547.00	\$109.40	\$437.60
Sarpy_Stop	324	Variable	\$40,725.00	\$39,735.34	\$989.66	\$197.93	\$791.73
Medicaid & Long Term Care	80	\$1.75	\$6,297.00	\$6,297.00	\$140.00	\$28.00	\$112.00
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	112	Variable	\$5,314.06	\$5,180.00	\$134.06	\$26.81	\$107.25
order_form_LPNNRD	44	Variable	\$1,932.41	\$1,825.69	\$106.72	\$21.34	\$85.38
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	1,043	Variable	\$180,590.36	\$176,384.77	\$4,205.59	\$841.12	\$3,364.47
SarpyCommunityCorrections	21	Variable	\$2,452.63	\$2,363.50	\$89.13	\$17.83	\$71.30
SARPY_VEHINSP	21	Variable	\$583.10	\$533.00	\$50.10	\$10.02	\$40.08
DOUGLAS_VITAL	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59PlanningDept	52	Variable	\$45,184.79	\$43,998.22	\$1,186.57	\$237.31	\$949.26
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellianious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	135,866	Variable	\$8,151.96	\$0.00	\$8,151.96	\$1,630.39	\$6,521.57
NBC_Inspections	600	Variable	\$71,022.00	\$71,022.00	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	196,291	Variable	\$11,777.46	\$0.00	\$11,777.46	\$2,355.49	\$9,421.97
NBC_NISaleBarn	67,553	Variable	\$67,553.00	\$67,553.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	67,553	Variable	\$4,053.18	\$0.00	\$4,053.18	\$810.64	\$3,242.54
NBC_RFLRenewal	14	Variable	\$194,750.00	\$194,750.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	15,533	Variable	\$15,533.00	\$15,533.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	38,362	Variable	\$2,301.72	\$0.00	\$2,301.72	\$460.34	\$1,841.38
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	1,228	Variable	\$4,912.00	\$3,070.00	\$1,842.00	\$368.40	\$1,473.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhscentreg	3,028	\$1.50	\$14,419.00	\$9,884.50	\$4,534.50	\$906.90	\$3,627.60
dhscentregDHL	7,839	\$1.50	\$39,195.00	\$27,436.50	\$11,758.50	\$2,351.70	\$9,406.80
REVENUE_FEE	2,481	\$1.75	\$4,341.75	\$0.00	\$4,341.75	\$868.35	\$3,473.40
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,512,400.00		23,243,811.16	22,491,556.75	669,209.91	133,842.01	535,367.90

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	86,004	\$1.00	\$86,004.00	43,002.00	43,002.00	\$43,002.00
Court Records (Justice) Monthly	79	\$500.00	\$39,500.00	\$19,750.00	19,750.00	\$19,750.00
Court Records (Justice) Credit Card Searches	836	\$15.00	\$12,540.00	\$6,270.00	6,270.00	\$6,270.00
Court E-Filing	14,804	\$1.00	\$14,804.00	\$0.00	14,804.00	\$14,804.00
COURTRECORDERF	1	Variable	\$1,500.00	\$0.00	1,500.00	\$1,500.00
COURTAPPELFILE	328	\$2.00	\$656.00	\$0.00	656.00	\$656.00
AOCERTGS	41	Variable	\$307.20	\$230.00	77.20	\$77.20
COURTAPPTFILE	8	variable	\$400.00	\$0.00	400.00	\$400.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	5,297	Variable	\$749,918.24	\$734,852.29	15,065.95	\$15,065.95
Court Payments	2,682	Variable	\$869,078.18	\$855,543.87	13,534.31	\$13,534.31
Lobbyist Registration	2	\$0.05	\$400.00	\$400.00	20.00	\$20.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	806	Variable	\$4,176.00	\$2,154.00	\$2,022.00	\$2,022.00
Scalessubscr	698	Variable	\$698.00	\$349.00	349.00	\$349.00
SUBTOTAL	111,723		1,786,831.62	1,662,551.16	124,300.46	\$36,945.80

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			31,110.83	31,110.83	31,110.83
Subscriptions - New	470	variable	47,000.00	47,000.00	47,000.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$78,110.83	\$78,110.83	


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	2,660	17.00	54,451.00	54,451.00	0.00
LCC -Tax Payments	36	variable	2,983,338.00	2,983,338.00	0.00
COURTEFILESUB	14,804	variable	\$397,996.00	\$397,996.00	0.00
PSCREMIT	277	variable	\$4,326,405.96	\$4,326,405.96	0.00
WCCSUB	132	variable	\$2,154.00	\$2,154.00	0.00
SUBTOTAL	17,909		\$7,764,344.96	\$7,764,344.96	\$0.00

**Payment Statement
October 31, 2020**

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: September 1st - September 30th

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)	90.00%
DMV- DLR - Batch	12,459	\$3.00	\$37,377.00	\$24,918.00	\$12,459.00	\$2,491.80	\$9,967.20	
DMV- DLR - Monitoring Fee	669,743	\$0.06	\$40,184.58	\$26,789.72	\$13,394.86	\$2,678.97	\$10,715.89	
DMV- DLR - Interactive	71,795	\$3.00	\$215,385.00	\$143,590.00	\$71,795.00	\$14,359.00	\$57,436.00	
DMV- DLR - Certified	22	\$3.00	\$66.00	\$44.00	\$22.00	\$4.40	\$17.60	
DMV- DLR - Certified Transcript	142	\$4.00	\$568.00	\$426.00	\$142.00	\$28.40	\$113.60	
DMV-SRIND	113	\$0.50	\$56.50	\$0.00	\$56.50	\$11.30	\$45.20	
DMV - DLR Single	1,794	\$3.00	\$5,382.00	\$3,588.00	\$1,794.00	\$358.80	\$1,435.20	
DMV - Driver License Renew	15,861	Variable	\$426,236.00	\$405,190.50	\$21,045.50	\$4,209.10	\$16,836.40	
DMVMETROSOUTH	2,306	Variable	\$56,447.75	\$53,208.50	\$3,239.25	\$647.85	\$2,591.40	
DMVMETROSOUTH-Cash	1,524	Variable	\$32,533.00	\$32,533.00	\$0.00	\$0.00	\$0.00	
West O DL_Corrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
West O DL_Corrections-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMVMapleLocation	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMVMapleLocation-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMVMetroWest	2,200	Variable	\$54,085.50	\$51,132.00	\$2,953.50	\$590.70	\$2,362.80	
DMVMetroWest-Cash	1,284	Variable	\$27,026.00	\$27,026.00	\$0.00	\$0.00	\$0.00	
DMVNorthExpress	1,191	Variable	\$30,802.25	\$29,211.50	\$1,590.75	\$318.15	\$1,272.60	
DMVNorthExpress-Cash	1,375	Variable	\$30,727.50	\$30,727.50	\$0.00	\$0.00	\$0.00	
DMV- TLR - Interactive	18,715	\$1.00	\$18,715.00	\$7,486.00	\$11,229.00	\$2,245.80	\$8,983.20	
DMV- TLR - batch	22,034	\$1.00	\$22,034.00	\$8,813.60	\$13,220.40	\$2,644.08	\$10,576.32	
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00	
DMV- TLR - Vol. Over 2,000/Run	23	\$18.00	\$414.00	\$230.00	\$184.00	\$36.80	\$147.20	
DMV - Reinstatement	1,790	\$3.00	\$139,870.00	\$134,500.00	\$5,370.00	\$1,074.00	\$4,296.00	
DMV - IRP	300	Variable	\$335,018.13	\$333,165.86	\$1,852.27	\$370.45	\$1,481.82	
DMV - IFTA	109	Variable	\$15,120.80	\$14,853.46	\$267.34	\$53.47	\$213.87	
DMVSPLATE	360	Variable	\$9,360.00	\$8,280.00	\$1,080.00	\$216.00	\$864.00	
DMVSPLATEMESS	829	Variable	\$42,083.00	\$39,590.00	\$2,493.00	\$498.60	\$1,994.40	
DMV - SingleTripPermit	681	Variable	\$27,325.00	\$25,095.00	\$2,230.00	\$446.00	\$1,784.00	
DMV - Motor Vehicle Renewals	41,062	Variable	\$9,092,650.11	\$8,877,136.15	\$215,513.96	\$43,102.79	\$172,411.17	
DMV_Fleets	10	Variable	\$29,410.50	\$29,264.20	\$146.30	\$29.26	\$117.04	
DMV_DAS	58	Variable	\$9,261.00	\$7,350.00	\$1,911.00	\$382.20	\$1,528.80	
HHSS - Health Practitioner Lists	80	Variable	\$5,865.00	\$0.00	\$5,865.00	\$1,173.00	\$4,692.00	
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00	
HHSS - Health License Monitoring	119,703	Variable	\$1,197.03	\$0.00	\$1,197.03	\$239.41	\$957.62	
HHSS - Health License Monitoring Mo. Min.	6	Variable	\$84.91	\$0.00	\$84.91	\$16.98	\$67.93	
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
LCC Renewals	390	\$1.00	\$27,959.74	\$26,960.00	\$999.74	\$199.95	\$799.79	
LCC Local Renewals	228	Variable	\$216,549.00	\$214,238.97	\$2,310.03	\$462.01	\$1,848.02	
LCC_SDL	103	Variable	\$5,156.15	\$4,880.00	\$276.15	\$55.23	\$220.92	
SED - Electrical Permits	0	4% of Fee	\$88,138.00	\$88,138.00	\$3,525.52	\$705.10	\$2,820.42	
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SED - Electrician Apprentice License	106	3.00	\$2,438.00	\$2,438.00	\$318.00	\$63.60	\$254.40	
SED - License List	4	Variable	\$90.00	\$90.00	\$20.00	\$4.00	\$16.00	
SEDEXAM3 - Exam Application (\$3 fee)	28	3.00	\$2,205.00	\$2,205.00	\$84.00	\$16.80	\$67.20	
SEDEXAM5 - Exam Application (\$5 fee)	7	5.00	\$910.00	\$910.00	\$35.00	\$7.00	\$28.00	

SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00	\$0.00	\$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	\$0.00
SOS - Document eDelivery	2,337	\$2/vari	\$175,102.40	\$169,260.00	\$5,842.40	\$1,168.48	\$4,673.92	
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - corpdocs (TPE)	1,368	Variable	\$6,789.95	\$3,330.72	\$3,459.23	\$691.85	\$2,767.38	
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00	
SOS - Corporate Special Request(TPE)	38	Varie	\$870.00	\$435.00	\$435.00	\$87.00	\$348.00	
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00	
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00	
SOS - Corp_OCOGS	599	\$6.50	\$3,893.50	\$1,497.50	\$2,396.00	\$479.20	\$1,916.80	
SOS - Corpcogs	8	\$10.00	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	
SOS - Corping2	4,301	\$0.45	\$1,935.45	\$1,376.32	\$559.13	\$111.83	\$447.30	
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Bulk Images	0	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00	
SOS - UCC Interactive Searches	5,738	\$4.50	\$25,821.00	\$20,083.00	\$5,738.00	\$1,147.60	\$4,590.40	
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00	
SOS - UCC Special Request	104	Variable	\$208.00	\$104.00	\$104.00	\$20.80	\$83.20	
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Debtor Location	16	\$15.00	\$240.00	\$120.00	\$120.00	\$24.00	\$96.00	
SOS - UCC Continuationl Filings	1,587	\$8.00	\$12,696.00	\$10,315.50	\$2,380.50	\$476.10	\$1,904.40	
SOS - UCC Original Filings	2,318	\$8.00	\$18,544.00	\$15,067.00	\$3,477.00	\$695.40	\$2,781.60	
SOS - UCC Electronic Amendments	256	\$8.00	\$2,048.00	\$1,664.00	\$384.00	\$76.80	\$307.20	
SOS - UCC Electronic Assignments	18	\$8.00	\$144.00	\$117.00	\$27.00	\$5.40	\$21.60	
SOS - UCC Electronic Collateral Amendments	44	\$8.00	\$352.00	\$286.00	\$66.00	\$13.20	\$52.80	
SOS - UCC Images	10,331	\$0.45	\$4,648.95	\$3,305.92	\$1,343.03	\$268.61	\$1,074.42	
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00	
SOS - UCCAMEND_BULK	20	Variable	\$160.00	\$130.00	\$30.00	\$6.00	\$24.00	
SOS - UCCASSIGN_BULK	16	Variable	\$128.00	\$104.00	\$24.00	\$4.80	\$19.20	
SOS - UCCCOLLAMEND	15	Variable	\$120.00	\$97.50	\$22.50	\$4.50	\$18.00	
SOS - UCCCONT_BULK	88	Variable	\$704.00	\$572.00	\$132.00	\$26.40	\$105.60	
SOS - UCCORIG_BULK	613	Variable	\$4,904.00	\$3,984.50	\$919.50	\$183.90	\$735.60	
SOS - EFS Interactive Searches	1,472	\$4.50	\$6,624.00	\$5,152.00	\$1,472.00	\$294.40	\$1,177.60	
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - EFS Continuations	317	\$8.00	\$2,536.00	\$2,060.50	\$475.50	\$95.10	\$380.40	
SOS - EFS Original Filings	128	\$8.00	\$1,024.00	\$832.00	\$192.00	\$38.40	\$153.60	
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20	
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NREC - Real Estate Commission Services	115	3% of Fee	\$19,120.00	\$18,546.40	\$573.60	\$114.72	\$458.88	
E&A - Engineers & Architects License Renewal	22	5% of Fee	\$1,794.00	\$1,794.00	\$89.70	\$17.94	\$71.76	
E&A - Engineers & Architects	64	5% of Fee	\$9,600.00	\$9,600.00	\$480.00	\$96.00	\$384.00	
Water Well Registrations	166	5% of Fee	\$13,310.00	\$12,378.30	\$931.70	\$186.34	\$745.36	
REV - Motor Fuels Tax Filing	473	\$0.25	\$118.25	\$0.00	\$118.25	\$23.65	\$94.60	
NDOA - Applicator permits	21	Variable	\$1,110.00	\$1,059.00	\$51.00	\$10.20	\$40.80	
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - Measuring device	296	Variable	\$60,806.82	\$59,555.81	\$1,251.01	\$250.20	\$1,000.81	
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	5	Variable	\$2,383.87	\$2,365.83	\$18.04	\$3.61	\$14.43	
NDOA - AGSMALL_PACKAGE	2	Variable	\$1,206.12	\$1,171.50	\$34.62	\$6.92	\$27.70	
NDOA - AG_EURO_CORN	1	Variable	\$64.06	\$60.75	\$3.31	\$0.66	\$2.65	
NDOA - AGFFAL_Tonnage	20	Variable	\$2,148.79	\$2,062.09	\$86.70	\$17.34	\$69.36	
NDOA - AGFIRM_REGISTRATION	6	Variable	\$96.98	\$84.50	\$12.48	\$2.50	\$9.98	
NDOA - AGGFAL_Renew	4	Variable	\$71.37	\$63.00	\$8.37	\$1.67	\$6.70	
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$21,850.74	\$21,843.74	\$7.00	\$1.40	\$5.60	
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - Food License Renewals	348	Variable	\$66,718.87	\$65,137.35	\$1,581.52	\$316.30	\$1,265.22	
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	52	Variable	\$8,411.54	\$8,229.00	\$182.54	\$36.51	\$146.03
NDOA - AG_CervineFacility Permit	2	Variable	\$107.61	\$101.50	\$6.11	\$1.22	\$4.89
NDOA - AGACTNMRKT	35	Variable	\$28,868.19	\$28,798.83	\$69.36	\$13.87	\$55.49
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	1	Variable	\$100.18	\$96.00	\$4.18	\$0.84	\$3.34
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	9	Variable	\$101.25	\$90.00	\$11.25	\$2.25	\$9.00
SFM - Fireworks Display Permits	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM_BOILER	37	Variable	\$5,714.00	\$5,714.00	\$111.00	\$22.20	\$88.80
SFM_ELEVATOR	83	Variable	\$13,045.00	\$13,045.00	\$249.00	\$49.80	\$199.20
SFM_ELEVATOR_CC%	48	Variable	\$9,905.00	\$9,905.00	\$297.15	\$59.43	\$237.72
OTC-Over the counter payment	15,664	Variable	\$4,022,062.08	\$3,973,907.90	\$48,154.18	\$9,630.84	\$38,523.34
OTC Billback	126	Variable	\$696.58	\$0.00	\$696.58	\$139.32	\$557.26
PropertyTax Payments	389	Variable	\$980,724.15	\$975,992.67	\$4,731.48	\$946.30	\$3,785.18
NDOL - Contractor Registration	909	Variable	\$42,217.40	\$39,470.00	\$2,747.40	\$549.48	\$2,197.92
NDOL_OVR_PMT	228	Variable	\$96,779.75	\$0.00	\$716.16	\$143.23	\$572.93
NDOL_TAX_PMT	14	Variable	\$2,787.66	\$0.00	\$125.64	\$25.13	\$100.51
NEROADS - DOT_Permits	10,939	Variable	\$281,678.25	\$262,535.00	\$19,143.25	\$3,828.65	\$15,314.60
NEROADS- NDOT_RMS	24	Variable	\$7,232.92	\$6,959.27	\$273.65	\$54.73	\$218.92
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	44	Variable	\$1,047.00	\$977.92	\$69.08	\$13.82	\$55.26
State Patrol Crime Report	1,210	\$18.00	\$25,466.50	\$20,537.50	\$4,929.00	\$985.80	\$3,943.20
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	591	\$4.50	\$32,209.50	\$29,550.00	\$2,659.50	\$531.90	\$2,127.60
NSPApptFee	994	\$4.50	\$69,076.10	\$65,726.00	\$3,350.10	\$670.02	\$2,680.08
State Patrol Crime Report - Subscriber	1,443	Variable	\$22,342.50	\$18,468.00	\$3,874.50	\$774.90	\$3,099.60
Event Registration	154	10% of Fee	\$7,129.00	\$6,419.70	\$709.30	\$141.86	\$567.44
Sarpy_Stop	246	Variable	\$32,220.00	\$31,437.02	\$782.98	\$156.60	\$626.38
Medicaid & Long Term Care	53	\$1.75	\$4,362.00	\$4,362.00	\$92.75	\$18.55	\$74.20
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	36	Variable	\$1,772.79	\$1,677.72	\$95.07	\$19.01	\$76.06
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	1,086	Variable	\$202,136.42	\$197,707.39	\$4,429.03	\$885.81	\$3,543.22
SarpyCommunityCorrections	20	Variable	\$2,713.59	\$2,617.50	\$96.09	\$19.22	\$76.87
SARPY_VEHINSP	18	Variable	\$357.24	\$317.75	\$39.49	\$7.90	\$31.59
DOUGLAS_VITAL	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59PlanningDept	141	Variable	\$146,278.63	\$142,896.04	\$3,382.59	\$676.52	\$2,706.07
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
Micellaneous Charge for Swipers	1	Variable	\$4.00	\$0.00	\$4.00	\$0.80	\$3.20
NBC_HeadCountF	140,066	Variable	\$8,403.96	\$0.00	\$8,403.96	\$1,680.79	\$6,723.17
NBC_Inspections	493	Variable	\$57,551.66	\$57,551.66	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	26,931	Variable	\$1,615.86	\$0.00	\$1,615.86	\$323.17	\$1,292.69
NBC_NISaleBarn	88,445	Variable	\$88,445.00	\$88,445.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	88,445	Variable	\$5,306.70	\$0.00	\$5,306.70	\$1,061.34	\$4,245.36
NBC_RFLRenewal	6	Variable	\$26,250.00	\$26,250.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	24,744	Variable	\$24,744.00	\$24,744.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	24,815	Variable	\$1,488.90	\$0.00	\$1,488.90	\$297.78	\$1,191.12
BOGRENEW	2	\$3.25	\$6.50	\$0.00	\$6.50	\$1.30	\$5.20
dhscentregDH	1,033	Variable	\$4,132.00	\$2,582.50	\$1,549.50	\$309.90	\$1,239.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	2,536	\$1.50	\$11,992.00	\$8,200.00	\$3,792.00	\$758.40	\$3,033.60
dhscentregDHL	6,436	\$1.50	\$32,180.00	\$22,526.00	\$9,654.00	\$1,930.80	\$7,723.20
REVENUE_FEE	2,860	\$1.75	\$5,005.00	\$0.00	\$5,005.00	\$1,001.00	\$4,004.00

OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,463,172.00		17,847,630.34	17,174,683.31	579,529.54	115,904.73

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	136,128	\$1.00	\$136,128.00	68,064.00	68,064.00	\$68,064.00
Court Records (Justice) Monthly	95	\$500.00	\$47,500.00	\$23,750.00	23,750.00	\$23,750.00
Court Records (Justice) Credit Card Searches	845	\$15.00	\$12,675.00	\$6,337.50	6,337.50	\$6,337.50
Court E-Filing	14,830	\$1.00	\$14,830.00	\$0.00	14,830.00	\$14,830.00
COURTRECORDERF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDERU	1	Variable	\$1,000.00	\$0.00	1,000.00	\$1,000.00
COURTAPPELFILE	329	\$2.00	\$658.00	\$0.00	658.00	\$658.00
AOCERTGS	65	Variable	\$517.74	\$395.00	122.74	\$122.74
COURTAPPTFILE	7	variable	\$350.00	\$0.00	350.00	\$350.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	5,113	Variable	\$731,550.65	\$717,002.10	14,548.55	\$14,548.55
Court Payments	2,707	Variable	\$975,882.49	\$962,047.94	13,834.55	\$13,834.55
Lobbyist Registration	7	\$0.05	\$1,400.00	\$1,400.00	70.00	\$70.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	797	Variable	\$3,933.00	\$1,884.00	\$2,049.00	\$2,049.00
Scalessubscr	749	Variable	\$749.00	\$374.50	374.50	\$374.50
SUBTOTAL	161,812		1,937,023.88	1,781,255.04	155,838.84	155,838.84
						\$37,410.23

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			55,967.33	55,967.33	55,967.33
Subscriptions - New	475	variable	47,550.00	47,550.00	47,550.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$103,517.33	\$103,517.33	

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	1,941	17.00	39,967.00	39,967.00	0.00
LCC -Tax Payments	36	variable	3,019,012.00	3,019,012.00	0.00
COURTEFILESUB	14,829	variable	\$405,149.00	\$405,149.00	0.00
PSCREMIT	287	variable	\$4,206,272.29	\$4,206,272.29	0.00
WCCSUB	114	variable	\$1,884.00	\$1,884.00	0.00
SUBTOTAL	17,207		\$7,672,284.29	\$7,672,284.29	\$0.00