

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

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

Organization	Nebraska State Records Board
Activity	Public Hearing
Date of Activity	Tuesday, 06/12/2018
Time of Activity	Meeting starts at 9:00 AM Central
Last Updated	Tuesday, 03/13/2018
Location	Room 1507 State Capitol
Details	Quarterly meeting
Meeting Agenda	https://staterecordsboard.nebraska.gov/meetings
Meeting Materials	http://
Person to Contact for Additional Information:	
Name	Steven Chase
Title	Executive Director
Address	440 S. 8th St. Suite 210 Lincoln, NE 68508
Telephone	(402) 471-2745
Fax	(402) 471-2406
E-Mail	steven.chase@nebraska.gov
Agency Homepage	http://sos.ne.gov

NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol

Room 1507

Lincoln, NE

June 12, 2018

9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF NEBRASKA OPEN MEETING ACT
The Act and reproducible written materials to be discussed at the open meeting are located in the back of the meeting room. A copy of the Open Meetings Act is posted in the back of the meeting room.
3. NOTICE OF HEARING
4. ADOPTION OF AGENDA
Action Item: Approval of Agenda
5. APPROVAL OF MINUTES
Action Item: Approval of March 7, 2018 meeting minutes
6. PUBLIC COMMENT
7. CHAIRMAN'S REPORT
 - a) AGREEMENTS & ADDENDA
 - 1) **Non-Action Item: Electronic Government Service Level Agreements** between Nebraska Interactive, LLC, the NE State Records Board, and the City of Broken Bow, Village of Holbrook, City of Humboldt, Department of Insurance, Lower Loup NRD, Village of Orchard, Village of Snyder, Southeast Community College, and the Village of Walthill. Signed by Chairman Gale pursuant to Board Authority.
 - 2) **Non-Action Item: Addenda (PinDebit-Local) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Village of Holbrook, City of Humboldt, Lower Loup NRD, Village of Snyder, and Village of Walthill. Signed by Chairman Gale pursuant to Board Authority.
 - 3) **Non-Action Item: Addenda (PinDebit-State) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Insurance, Board of Parole and the Secretary of State – State Records Board. Signed by Chairman Gale pursuant to Board Authority.
 - 4) **Non-Action Item: Addenda (Citizen Payment Processing) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Agriculture and the State Patrol. Signed by Chairman Gale pursuant to Board Authority.
 - 5) **Non-Action Item: Statement of Work** between Nebraska Interactive, LLC, the NE State Records Board and the Liquor Control Amendment 1 (Craft Brewery & Micro Distillers Report System), Liquor Control Amendment 2 (Craft Brewery & Micro Distillers Report Admin Application), and the Board of Public Accountancy (Meadowlark Website). Signed by Chairman Gale pursuant to Board Authority.

- 6) **Non-Action Item: Event Registration** between Nebraska Interactive, LLC, the NE State Records Board and Southeast Community College. Signed by Chairman Gale pursuant to Board Authority.
 - 7) **Non-Action Item: Gov2Go** between Nebraska Interactive, LLC, the NE State Records Board and the Liquor Control Commission. Signed by Chairman Gale pursuant to Board Authority.
 - 8) **Action Item: Addendum 14, SR22/SR26 for Nebraska Department of Motor Vehicles, to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles.
 - 9) **Action Item: Addendum 4, Conceal and Carry Weapons Permit Renewals (Revised for PIN Debit), to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Nebraska State Patrol.
 - 10) **Action Item: Addendum 6, Conceal and Carry Weapons Permit Applications, to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Nebraska State Patrol.
- b) NEBRASKA STATE HISTORICAL SOCIETY AND EBSCO PUBLISHING INC. ELECTRONIC PUBLISHING AGREEMENT.
Action Item: Publishing agreement between the Nebraska State Historical Society and EBSCO Publishing.
 - c) NEBRASKA INTERACTIVE LLC CONTRACT.
Action Item: The current contract with Nebraska Interactive, LLC expires on March 31, 2019. A one-year renewal (through March 31, 2020) may be granted by the Board or the Board may choose to allow the contract to expire on March 31, 2019.
 - 1) AVAILABLE TESTIMONY
 - a) Jennifer Rasmussen, Deputy Court Administrator for Information Technology
 - b) Colleen Byelick, Chief Deputy / General Counsel, Secretary of State of Nebraska
 - c) Rhonda Lahm, Director, Nebraska Department of Motor Vehicles
 - 2) REPORTS: Portal Management Subcommittee Report
 - d) ANNUAL AUDIT OF NEBRASKA INTERACTIVE, LLC, 2017
Action Item: Accept the receipt of the Ernst & Young annual audit report of Nebraska Interactive, LLC dated April 27, 2018 for the 2017 calendar year.
8. EXECUTIVE DIRECTOR REPORTS
 - a) **Action Item:** NSRB Cash Fund Balance update
 - b) **Action Item:** OCIO – NSRB Request for Proposal service agreement
 - c) Review of Project Status Reports
 9. NEBRASKA INTERACTIVE REPORTS
 - a) **Action Item:** Project Priority Report
 - b) General Manager’s Report

10. DATE FOR NEXT MEETING

September 12, 2018

9:00 a.m.

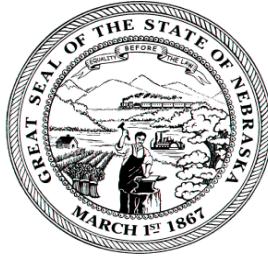
Room 1507

Nebraska State Capitol

11. ADJOURNMENT

Action Item: Move to adjourn

Last Updated 06/07/2018



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of March 7, 2018

Agenda Item 1. CALL TO ORDER, ROLL CALL.

The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairman John A. Gale at 9:02 a.m. on March 7, 2018, in Room 1507 of the State Capitol, Lincoln, Nebraska.

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

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

Not Attending

Greg Osborn, representing the General Public:

Staff in attendance:

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

Others in attendance

Brent Hoffman, General Manager, Nebraska Interactive LLC (NI LLC),
Ed Toner, Chief Information Officer, Office of the Chief Information Officer (OCIO)
Rhonda Lahm, Director of the Nebraska Department of Motor Vehicles (DMV)
Carmen Easley, Director of Operations & Marketing, NI LLC,
Scott Somerhalder, Vice President of Operations, NIC Inc.

Agenda Item 2. ANNOUNCEMENT OF NEBRASKA OPEN MEETINGS ACT.

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

Agenda Item 3. NOTICE OF HEARING.

Chairman Gale announced public notice of the meeting was duly published in the Lincoln Journal Star on February 26, 2018, and on the state’s website Public Meeting Calendar. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

Agenda Item 4. ADOPTION OF AGENDA.

Mr. Chase indicated that the last modifications to the agenda were posted to the Board’s website at 4:09 p.m. on March 5, 2018. Lt. Gov. Foley moved to adopt the Agenda as presented; seconded by Treasurer Stenberg.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				
Voting Against:	None				
Absent:	Osborn				

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES.

Chairman Gale asked for a motion to approve the minutes of the December 13, 2017 meeting. Mr. Ojeda moved to adopt the Minutes as presented; seconded by Mr. Diamond.

Voting For:	Diamond	Donley	Foley	Gale	Ojeda
	Steier	Stenberg	Buescher		
Voting Against:	None				
Abstain:	Olsen	Cano	Stenger		
Absent:	Osborn				

The motion carried.

Agenda Item 6. PUBLIC COMMENT.

Chairman Gale asked the members of the audience if anyone wished to come forward to provide public comment on anything other than items listed on the agenda. Scott Somerhalder, Vice President of Operations at NIC Inc., appeared and offered a verbal statement in support of NI LLC and its performance of the portal contract.

Agenda Item 7. CONSIDERATION OF ONE OR MORE REQUESTS FOR PROPOSAL (RFP).

a.) Lt. Governor Foley motioned that the “Portal Operations Subcommittee of the State Records Board in cooperation with the Office of the Chief Information Officer (OCIO) immediately commence the process of drafting one or more requests for proposals (RFPs) for portal management services with the intent that such RFPs upon subsequent Board action, be published later this year.” Lt. Gov. Foley indicated that the motion was based on the Governor’s concern that the RFP process be started before the portal agreement expires on March 31, 2019. The motion was seconded by Mr. Ojeda. Chairman Gale expressed various concerns: whether it wouldn’t be appropriate to first consider granting the first of the two one-year contract renewal options allowed under the current portal contract with NI LLC, to allow sufficient time to consider one or more RFPs; whether the motion shouldn’t include the Department of Administrative Services (DAS) as well as the Chief Information Officer (OCIO); whether there was not a need for an Attorney General Opinion, whether the Records Management Act permits more than one portal network manager under the law; and whether it is feasible for the motion to expect the publication of one or more RFPs to be completed by December 31, 2018. Mr. Buescher indicated that the motion does not prevent the Board from approving a renewal or extension, if necessary. Mr. Buescher then offered amendments to the motion to read “the Portal Operations Subcommittee of the State Records Board in cooperation with the Office of the Chief Information Officer (OCIO) and the Department of Administrative Services (DAS) immediately commence the process of drafting one or more requests for proposals (RFPs) for portal management services with the intent that such RFPs upon subsequent Board action, be published as soon as reasonably possible”. The amended motion was seconded by Treasurer Stenberg.

Voting For:	Diamond	Buescher	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
Voting Against:	Donley				
Absent:	Osborn				

The motion carried. Chairman Gale added that Lt. Gov. Foley would be appointed as chair of the Portal Operations subcommittee and the Executive Director would represent the Secretary of State.

b.) Because Agenda Item 7a was approved, the Board considered a motion authorizing the Executive Director to initiate negotiations with the OCIO for an agreement to assist in developing one or more RFPs; develop an estimate of probable costs for developing one or more RFPs including any service contracts with state agencies; and to act on behalf of the Board to plan and organize the steps to be taken to detail the process to develop one or more RFPs though an award to offer an Intent to Contract with the approved bidder(s). Mr. Ojeda offered the motion, which was seconded by Ms. Stenger.

Voting For:	Diamond	Buescher	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
Voting Against:	Donley				

Absent: Osborn

The motion carried. Mr. Chase advised the Board that an appropriation of funds for the OCIO agreement may be a concern in the future.

Agenda Item 8. CHAIRMAN’S REPORT (Agenda Items 8b1. and 8b2. were heard ahead of other issues to accommodate DMV Director Lahm’s schedule).

Agenda Item 8b. Agreements & Addenda:

Agenda Item 8b1. Mr. Chase introduced Addendum 12 (Regional Driver’s License Service Center for DMV) to the Electronic Government Service Level Agreement between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles. Addendum 12 involves state agencies usage of state-selected processor. Director Rhonda Lahm appeared on behalf of the Department of Motor Vehicles and Mr. Hoffman appeared on behalf of NI LLC. Ms. Lahm indicated that the DMV has restructured away from a county-based system into a regional-based system. Because of the change, there was a need to revise the processing options. The result was a change in how fees were collected with no change to fees itself. The project would also involve the creation of an online form that clients would be able to complete prior to requesting services; resulting in reduced transaction time or the need to increase staff. Mr. Hoffman indicated that the restructuring allows the addenda to be amended to add PIN Debit processing. Mr. Ojeda motioned to approve Addenda 12 and 13 in a single vote, which was seconded by Ms. Donley.

Agenda Item 8b2. Mr. Chase introduced Addendum 13 (Regional Driver’s License Service Center for DMV) to the Electronic Government Service Level Agreement between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles. Director Rhonda Lahm appeared on behalf of the Department of Motor Vehicles and Mr. Hoffman appeared on behalf of NI LLC. Ms. Lahm stated that Addendum 13 would address counties collecting fees for titles and registrations that do not have regional centers at this time. All other aspects of Addendum 13 were the same as Addendum 12. Mr. Hoffman and Ms. Lahm addressed an error in the Addenda summary that the estimated market potential was 250,000. Ms. Lahm indicated that the market potential was revised to 125,000 but because of changes in the project launch date. Mr. Hoffman indicated that a revised summary would be provided to the Executive Director.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

A break occurred at 10:18 A.M.

The meeting resumed at 10:33 A.M.

Agenda Item 8a. ANNUAL AUDIT OF NEBRASKA INTERACTIVE, LLC, 2016

The annual audit was provided to the Finance Subcommittee, chaired by Lt. Gov. Foley, has reviewed the report in meetings on December 1, 2017 and on December 15, 2017. At the December 15, 2017 meeting, subcommittee members were able to direct questions regarding the audit to NIC Chief Financial Officer, Stephen Kowzan. The Finance Subcommittee reported it was satisfied with the audit and the responses by CFO Kowzan. Lt. Governor Foley motioned to accept the audit, which was seconded by Treasurer Stenberg.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

Agenda Item 9b. Outage Report Update (This item was moved ahead of other items to accommodate Mr. Toner's schedule): At the last Nebraska State Records Board (NSRB) meeting on December 13, 2017, Nebraska Interactive presented information that the outage that occurred on Monday, May 22, 2017, consisted of 39 minutes of impairment to services and 79 minutes of complete outage of services. Furthermore, a service outage occurred early morning on June 11, 2017, where there was 10 minutes of service outage after a three-hour scheduled maintenance downtime. CIO Ed Toner agreed to review the synthetic transmissions for May 22, 2017 and June 10, 2017. Mr. Toner was able to verify that the information from NI LLC is accurate and that the outage did not exceed two hours. No action was taken by the Board.

Agenda Item 8b3. Mr. Chase introduced the Electronic Government Service Level Agreements between Nebraska Interactive, LLC (NI LLC), the Village of Clarks, City of Crete, Lewis & Clark NRD, Platte County, and Village of Utica. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 8b4. Mr. Chase introduced the following Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the following entities: the Village of Clarks, City of Crete, Lewis & Clark NRD, Platte County Treasurer, and the Village of Utica. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 8b5. Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the Electrical Division (Meadowlark Website), Health & Human Services (Website Project), Village of Walthill (Meadowlark Website) and the Lewis & Clark NRD (Meadowlark Website). All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 8a6. Mr. Chase introduced the following Gov2Go Addenda to the Electronic Government Service Level Agreement between NI LLC, the Board and the Chief Information Officer and the Department of Motor Vehicles. The agreement was signed by Chairman Gale pursuant to Board authority.

Agenda Item 8a7. Mr. Chase introduced Addendum 1 (Online Storefront) to the EGSLA with Nebraska Interactive, LLC, the Board and for the Nebraska Department of Transportation. On May 2, 2011, the NSRB approved Nebraska Department of Roads Addendum 1 which created an online storefront project. When the NDOR was absorbed into the NDOT, all agreements were assumed by the NDOT through Neb. Rev. Stat. 81-701.03. The addendum codifies NDOR Addendum 1 to the NDOT’s EGSLA. Mr. Diamond motioned to approve the addendum, which was seconded by Mr. Olsen.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

Agenda Item 9. Executive Director’s Report.

Agenda Item 9a. Cash Fund Balance: Mr. Chase presented the Board with the Cash Fund Balance update for the fourth quarter of 2017. Mr. Chase indicated \$356,000.00 will be transferred on or before June 15, 2019 as required under LB 327. Mr. Chase said the Fund should be able to meet the 2019 requirements. Mr. Olson motioned to accept the cash fund balance report, which was seconded by Mr. Cano.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

Agenda Item 9c. Review of Project Status Reports (PSRs): Mr. Chase reported that NI LLC provides biweekly PSRs of active projects to the Executive Director and to the OCIO for review. The OCIO and Executive Director have initiated a process to regular review of the progress of projects contained in the PSRs. The PSRs would be reviewed biweekly by a project manager from OCIO and the Executive Director for irregularities. If irregularities were found, then the OCIO and the Executive Director would perform further investigation. The OCIO and the Executive Director convenes the PSR Panel on a quarterly basis. The Panel reviews the projects with a representative

from NI LLC and ask questions regarding the status of the project and if there are any delays. Prior to the Panel meetings, the Executive Director would contact the agencies or entities with pending projects for their input on the status of the projects. The results are entered into a PSR Report along with agency responses. Chairman Gale stated that the PSR Report would be helpful to the board and requested that the report be provided to the members, but not made part of the meeting documents.

Agenda Item 10. PORTAL MANAGER REPORTS.

Agenda Item 10a. Project Priority Report: Mr. Hoffman presented an online dashboard that would enhance the Project Priority Report that NI LLC has provided to the Board in past meetings. The dashboard is available at a link on the Boards website and provides real-time updates on project priorities and status. The dashboard also incorporates requests made by the Director of Administrative Services regarding what projects have been started or completed. Mr. Hoffman then presented the updated priority report for the fourth quarter of 2017. The report is in a static format that would be used in the future so the Board can make a vote of approval. Mr. Diamond moved to adopt the Project Priority Report, which was seconded by Treasurer Stenberg.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

Agenda Item 10b. 2018 Business Plan: Mr. Hoffman presented the 2018 Business Plan for Nebraska Interactive LLC. Mr. Diamond indicated that three NI LLC staff members have agreed to enter the DAS’s green belt program to improve skills and communication with DAS. Ms. Stenger motioned to accept the plan, which was seconded by Mr. Cano.

Voting For:	Diamond	Donley	Cano	Foley	Gale
	Olsen	Ojeda	Steier	Stenberg	Stenger
	Buescher				

Voting Against: None

Absent: Osborn

The motion carried.

Agenda Item 10d. Proposed General Manager’s Dashboard and Presentation (this item was presented ahead of the general manager’s report): Mr. Hoffman presented an online dashboard that would replace the standard general manager’s report that NI LLC has provided to the Board in past meetings. Along with providing information on project priority and status, it would present monthly financial information, outage issues, manager staffing information and Google analytical reports.

Mr. Hoffman stated that he would like to replace the static general manager’s report with the dashboard. Mr. Hoffman further indicated that if the Board wished more information to be provided, it could be added or enhanced to the dashboard.

Lt. Gov. Foley left the meeting at 11:45 a.m.

Agenda Item 10c. General Manager’s report: Mr. Hoffman presented the General Manager’s report and an annual report was provided by Ms. Easley. Mr. Somerhalder presented additional information regarding national trends affecting portal management with other states as it related to NI LLC. Mr. Hoffman noted there was a 15 minutes of impairment with services in October that did not cause a total outage of services. Ms. Easley also provided information on the projects completed and the number of free services provided by NI LLC.

Agenda Item 11. DATE FOR NEXT MEETING

Chairman Gale announced the next NSRB meeting will be held on June 13, 2018, at 9:00 a.m., in Room 1507 of the State Capitol. Members indicated that they would like an Outlook notification of the next meeting with the standard notice.

Agenda Item 12. ADJOURNMENT

Treasurer Stenberg moved to adjourn the meeting. All members present signified their agreement by saying “aye”. Chairman Gale declared the meeting adjourned at 12:10 p.m.

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

Date

Summary List

Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Broken Bow, City of	03/08/2018
Holbrook, Village of	05/14/2018
Humboldt, City of	03/16/2018
Insurance, Department of	04/16/2018
Lower Loup NRD	04/16/2018
Orchard, Village of	03/16/2018
Snyder, Village of	04/16/2018
Southeast Community College (SECC)	05/14/2018
Walthill, Village of	04/14/2018

**Electronic Government Service Level Agreement
with
City of Broken Bow, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: City of Broken Bow, Nebraska
341 S. 10th Street, P.O. Box 504
Broken Bow, NE 68822
Phone: 308-872-5831
Fax: 308-872-6885
Email: clerk@CityofBB.onmicrosoft.com

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

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

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

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

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

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect

funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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

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


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

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

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

Nebraska Interactive, LLC (Manager)

City of Broken Bow, Nebraska



Brent Hoffman
General Manager


2/13/18
Date



Cecil Burt
Mayor

1-29-18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

3/8/18
Date

**Electronic Government Service Level Agreement
with
Village of Holbrook, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Holbrook, Nebraska
418 Center Avenue
P.O. Box 69
Holbrook, NE 68948
Phone: 308-493-5653
Fax:
Email: holbrookvil@atcjet.net

Mailing Address: General Manager/Portal Manager

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

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

- v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
 - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

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

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

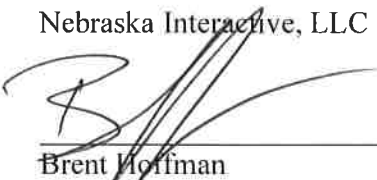
21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.

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

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

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

Nebraska Interactive, LLC (Manager)



Brent Hoffman 5/1/18
General Manager Date

Village of Holbrook, Nebraska



Dale H. Long 9-24-18
Board Chairperson Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale 5/14/18
Chairman Date

**Electronic Government Service Level Agreement
with
City of Humboldt, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: City of Humboldt, Nebraska
P.O. Box 156; 330 E Square
Humboldt, NE 68376
Phone: 402-862-2171
Fax: 402-862-2863
Email: ccc2863@windstream.net

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
 - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’s interface with the Partner’s system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
 - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii) Supply reports to the Partner in an understandable and logical format; and
 - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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

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

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

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


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

Nebraska Interactive, LLC (Manager)

City of Humboldt, Nebraska

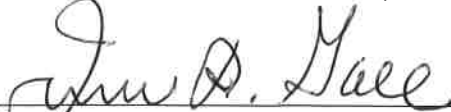
 3/5/18

Brent Hoffman Date
General Manager

 2/26/18

Crystal Dunekacke Date
Mayor

Nebraska State Records Board (NSRB)

 3/16/18

Secretary of State John Gale Date
Chairman

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

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Nebraska Department of Insurance
1135 M Street, Suite 300
P.O. Box 82089
Lincoln, NE 68508-2089
Phone: 402-471-4913
Fax:
Email: DOI.Licensing@Nebraska.gov

Mailing Address: General Manager/Portal Manager

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

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

- v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

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

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

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


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

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

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

Nebraska Interactive, LLC (Manager)

Nebraska Department of Insurance



Brent Hoffman
General Manager

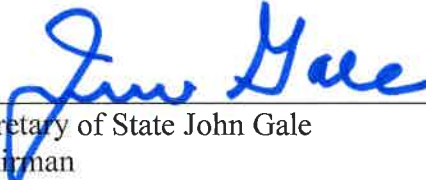
4 11 18
Date



Bruce R. Rame
Director

4-9-2018
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

4/16/18
Date

**Electronic Government Service Level Agreement
with
Lower Loup Natural Resources District, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Lower Loup Natural Resources District, Nebraska
2620 Airport Drive
Ord, NE 68862-1002
Phone: 308-728-3221
Fax: 308-728-5669
Email: klyions@lnrd.org

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

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

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

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

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

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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

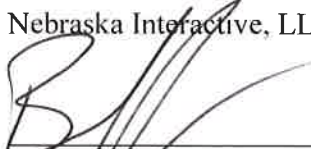
- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service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

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

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

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


Nebraska Interactive, LLC (Manager)



Brent Hoffman
General Manager

4/11/18
Date

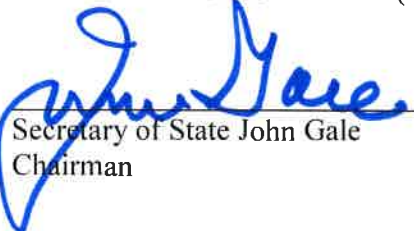
Lower Loup Natural Resources District, Nebraska



Russell Callan
General Manager

4/3/18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

4/16/18
Date

**Electronic Government Service Level Agreement
with
Village of Orchard, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Orchard, Nebraska
230 N. Windom
Orchard, NE 68764-0256
Phone: 402-893-3811
Fax: 402-893-4606
Email: villageoforchard@gmail.com

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

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

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

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

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

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
- i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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

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

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

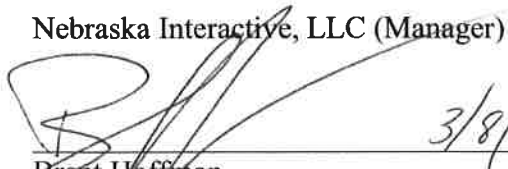
- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.

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

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

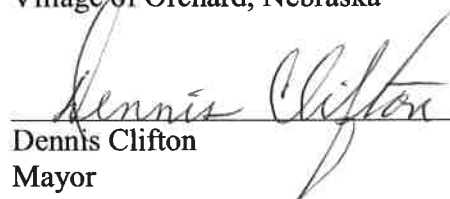
Nebraska Interactive, LLC (Manager)

Village of Orchard, Nebraska



Brent Hoffman
General Manager


3/8/18
Date



Dennis Clifton
Mayor

3/5/18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

3/16/18
Date

**Electronic Government Service Level Agreement
with
Village of Snyder, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Snyder, Nebraska
125 Ash Street
Snyder, NE 68664
Phone: 402-568-2306
Fax:
Email: snyder@skywww.net

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

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

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

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

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

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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

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

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

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

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

Nebraska Interactive, LLC (Manager)

Village of Snyder, Nebraska



Brent Hoffman
General Manager

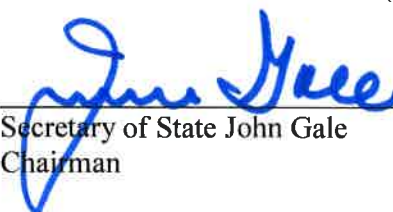
4/11/18
Date



Joel D. Hunke
Board Chairman

4/2/18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

4/11/18
Date

**Electronic Government Service Level Agreement
with
Southeast Community College**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Southeast Community College
Continuing Education Center - Lincoln
301 S. 68th Street Place
Lincoln, NE 68510-2449
Phone: 402-437-2700
Fax: 402-437-2703
Email: lives@southeast.edu

Mailing Address: General Manager/Portal Manager

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

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

- v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
 - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

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

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

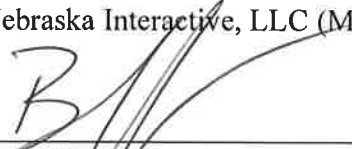
21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.

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

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

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

Nebraska Interactive, LLC (Manager)



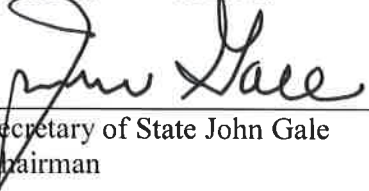
Brent Hoffman 4/26/18 Date
General Manager

Southeast Community College



Dr. Paul Illich 4/19/18 Date
President, Southeast Community College

Nebraska State Records Board (NSRB)



Secretary of State John Gale 5/14/18 Date
Chairman

**Electronic Government Service Level Agreement
with
Village of Walthill, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Walthill, Nebraska
224 Main Street/P.O. Box 246
Walthill, NE 68067
Phone: 402-846-5921
Fax: 402-846-5114
Email: villageofwalthill@abbnebraska.com

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

- 13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).
- 14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b) SWIPE HARDWARE PROVISION AND SUPPORT
 - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
 - c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’s interface with the Partner’s system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
 - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii) Supply reports to the Partner in an understandable and logical format; and
 - iii) Manager’s interface with the Partner’s system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

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

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

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

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

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

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

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


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

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

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

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

Nebraska Interactive, LLC (Manager)



Brent Hoffman
General Manager

3/29/18
Date

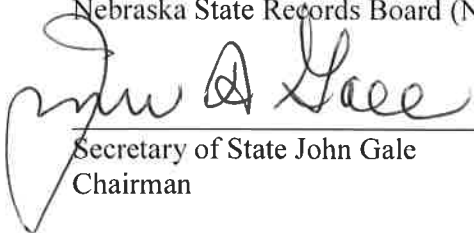
Village of Walthill, Nebraska



Mike Grant
Board Chairperson

3/23/18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

4/14/18
Date

Local List
PayPort (Pin Debit) Payments Addenda

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

New PayPort Addenda

**NSRB Chairman
Signature**

Holbrook, Village of	Addendum 1	05/14/2018
Humboldt, City of	Addendum 1	03/16/2018
Lower Loup NRD	Addendum 1	04/16/2018
Snyder, Village of	Addendum 1	04/16/2018
Walthill, Village of	Addendum 1	04/14/2018

Summary
Nebraska City and County Government
Blanket Addendum

Project: PayPort

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

Current Process:

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

Project Overview/Proposal:

New users since the last meeting include:

- Holbrook, Village of
- Humboldt, City of
- Lower Loup NRD
- Snyder, Village of
- Walthill, Village of

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

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

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

Project: PayPort for the Village of Holbrook, Nebraska
Revenue Type: Instant Access
Implementation: 2018

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

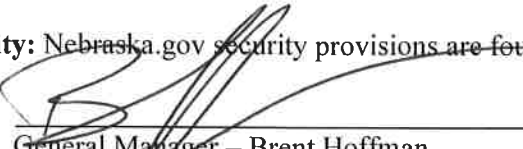
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

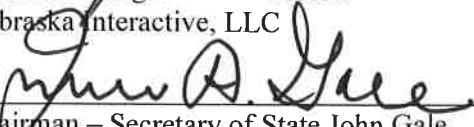
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

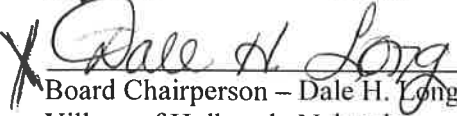
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 5/1/18

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

Date: 5/14/18

By: 
 Board Chairperson – Dale H. Long
 Village of Holbrook, Nebraska

Date: 4-24-18

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

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

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

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

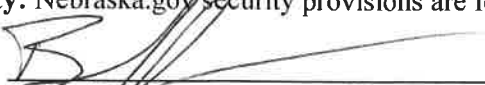
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

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


Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 3/8/15

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

Date: 3/16/18

By: 
 Mayor – Crystal Dunekacke
 City of Humboldt, Nebraska

Date: 2/26/18

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

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

Project: PayPort for Lower Loup Natural Resources District, Nebraska
Revenue Type: Instant Access
Implementation: 2018

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

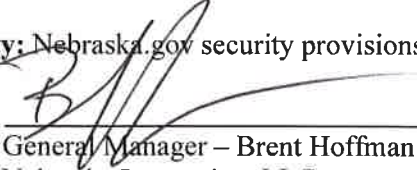
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

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

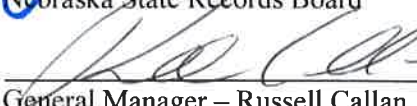
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 4/11/18

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

Date: 4/16/18

By: 
 General Manager – Russell Callan
 Lower Loup Natural Resources District, Nebraska

Date: 4/3/18

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

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

Project: PayPort for the Village of Snyder, Nebraska
Revenue Type: Instant Access
Implementation: 2018

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


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

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

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

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 4/11/15

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

Date: 4/16/18

By: 
 Board Chairman – Joel D. Hunke
 Village of Snyder, Nebraska

Date: 4/21/18

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

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

Project: PayPort for the Village of Walthill, Nebraska
Revenue Type: Instant Access
Implementation: 2018

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

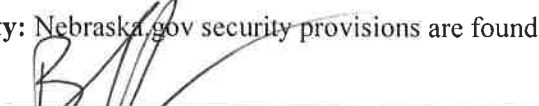
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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


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

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

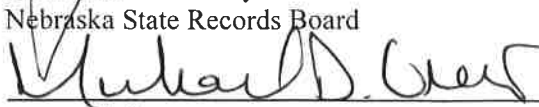
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 3/29/15

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

Date: 4/14/18

By: 
 Board Chairperson – Mike Grant
 Village of Walthill, Nebraska

Date: 3/23/18

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

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

<u>New Payport Addenda</u>		<u>NSRB Chairman Signature</u>
Insurance, Department of	Addendum 3	04/16/2018
Parole, Board of	Addendum 1	04/16/2018
Secretary of State – NSRB	Addendum 19	05/14/2018

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 in State 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:

- Insurance, Department of
- Parole, Board of
- Secretary of State

Market Potential/Target Audience:

The market potential for this service is anyone that needs to pay fees owed to state 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.

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 Three to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Department of Insurance,
and
Nebraska State Records Board**

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

Project: PayPort for the Nebraska Department of Insurance
Revenue Type: Instant Access
Implementation: 2018

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

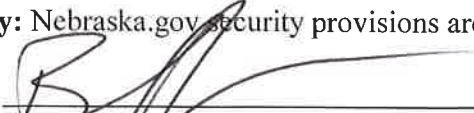
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

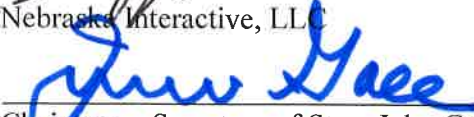
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)


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

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By:  Date: 4/11/18
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

By:  Date: 4/16/18
 Chairman – Secretary of State John Gale
 Nebraska State Records Board

By:  Date: 4-9-2018
 Director – Bruce R. Range
 Nebraska Department of Insurance

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

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

Project: PayPort for the Nebraska Board of Parole

Revenue Type: Instant Access

Implementation: 2018

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

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

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

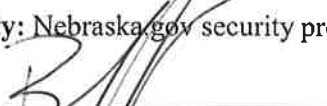
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

Nebraska.gov purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

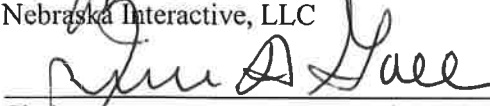
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 

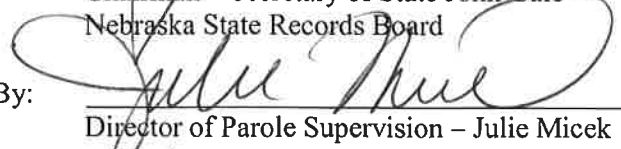
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 3/29/18

By: 

Chairman – Secretary of State John Gale
Nebraska State Records Board

Date: 4/14/18

By: 

Director of Parole Supervision – Julie Micek
Nebraska Board of Parole

Date: 3/23/18

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

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

Project: PayPort for the Nebraska Secretary of State

Revenue Type: Instant Access

Implementation: 2018

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

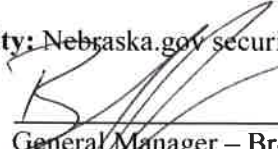
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

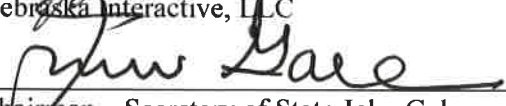
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 2 swipe devices of MAGTEK/DynaPad
- Partner purchases XX swipe devices of make/model
- Not applicable

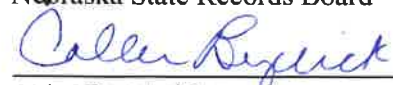
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 4/26/18

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

Date: 5/14/18

By: 
 Chief Deputy/General Counsel – Colleen Byelick
 Nebraska Secretary of State

Date: 4-17-18

Summary List Citizen Payment Processing

Addendums to Electronic Government Service Level Agreement (EGSLA)

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

<u>NEW Citizen Payment Processing</u>		<u>NSRB Chairman Signature</u>
Agriculture, Department of	Addendum 11	03/16/2018
Patrol, State	Addendum 7	06/07/2018

**Addendum Eleven to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Department of Agriculture,
and
Nebraska State Records Board**

This Addendum Eleven to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Department of Agriculture sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This agreement provides the authority to assess and collect the fees described herein.

Project: Domesticated Cervine Animal Facility Permit and Reciprocal Pesticide Applicators License Request
Citizen Payment Processing for Nebraska Department of Agriculture

Revenue Type: Instant Access

Implementation: 2017

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

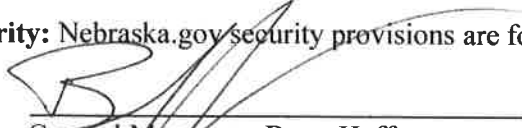
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

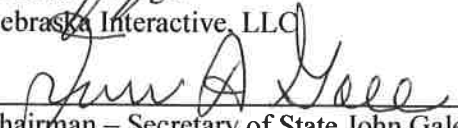
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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


Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 3/08/18

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

Date: 3/16/18

By: 
Director – Steve Wellman
for Nebraska Department of Agriculture

Date: 3-1-18

**Addendum Seven to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Patrol,
and
Nebraska State Records Board**

This Addendum Seven to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska State Patrol (NSP) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This agreement provides the authority to assess and collect the fees described herein.

Project: Fingerprint Only (Not Concealed Handgun Permits) Background Check Citizen Payment Processing for Nebraska State Patrol
Revenue Type: Instant Access
Implementation: 2018

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

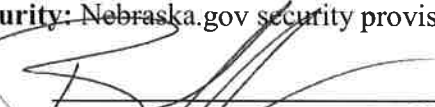
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

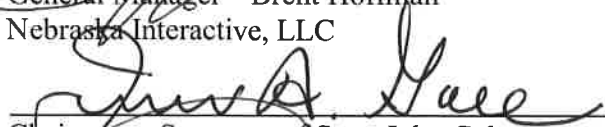
Integrated Hardware Provision: “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 0 swipe devices of make/model
- Partner purchases 6 swipe devices of Magtek/Dynapad
- Not applicable

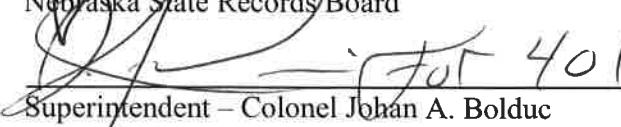
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 5 22 18

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

Date: 6-7/2018

By: 
 Superintendent – Colonel Johan A. Bolduc
 Nebraska State Patrol

Date: 8-5-18

Summary List Statement of Work

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

NEW STATEMENT OF WORK

NSRB Chairman Signature

Nebraska Board of Public Accountancy	Meadowlark Website	May 3, 2018
Nebraska Liquor Control Commission (NLCC)	Amendment 1	May 29, 2018
Nebraska Liquor Control Commission (NLCC)	Amendment 2	May 29, 2018

Statement of Work

200009 - 1

New Nebraska Board of Public Accountancy Meadowlark Website

Nebraska Board of Public Accountancy (NBPA)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 11/22/2016

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

1 Introduction

Nebraska.gov Information

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

Executive Sponsor:

General Manager, Brent Hoffman

Support Contact Information:

Email: ne-support@nicusa.com

Phone: 402-471-7810

Fax: 402-471-7817

Partner Information

Partner Description

The Board of Public Accountancy, according to the provisions of the Public Accountancy Act, assures the competency of CPAs through examination, certification, licensure, registration, continuing professional education, quality review and investigation/enforcement of standards.

The main goals of the Board of Public Accountancy are as follows:

- Administer the Computerized Based Test (CBT) for the Uniform Certified Public Accountants (CPA) Examination.
- Issue certificates and initial permits to practice to qualified successful examination candidates, CPAIs, and CPA firms and administer requirements for continued issuance of certificates and permits to practice.
- Investigate registered complaints involving licensed CPAs and CPA firms that fail to comply with professional standards.
- Provide competent public service in the operation of the Board office and respond to inquiries from the public and licensees.

The current Board of Public Accountancy website was launched in 2001 and is not mobile responsive.

Partner Executive Sponsor

Dan Sweetwood

402-471-3595

dan.sweetwood@nebraska.gov

Partner Project Manager Contact

Heather Myers

402-471-3595

heather.myers@nebraska.gov

Partner Billing Contact

Heather Myers

402-471-3595

heather.myers@nebraska.gov

2 Project Overview

2.1 Objectives

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

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be <https://nbpa.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
 - Custom website permissions to allow website managers varying roles
 - Built-in calendar
 - Press release feed and built-in archive
 - Easy to use WYSIWYG site editor
 - Simple file and image upload tools
 - Gallery and/or slider
 - Google Translate to translate text on website
 - Monthly Google Analytics Reports
 - Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 80 hours ✓
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

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

- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- Nebraska Interactive will not move, re-template, or build any existing web applications or databases into the new Meadowlark website. This includes the following applications:
 - <http://www.nbpa.ne.gov/search/>
 - http://www.nbpa.ne.gov/d_search/index.phtml
 - <https://www.nebraska.gov/nbpa/renewals/index.cgi>
 - <https://www.nebraska.gov/nbpa/firmrenewals/index.cgi>
 - <https://www.nebraska.gov/nbpa/sprenewals/index.cgi>
 - <https://www.nebraska.gov/nbpa/cpe/index.cgi>
 - <https://www.nebraska.gov/nbpa/om-cpe/index.cgi>
 - <https://nws.nebraska.egov.com/forms/bpa/registrationcertificate>

2.3 Terminology

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

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

2.4 Assumptions

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

2.5 Constraints

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

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

2.6 Milestones

- 2.6.1 Target completion date: September 2018

3 Requirements

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

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

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

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

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

4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Board of Public Accountancy
PO Box 94705
Lincoln, NE 68509
Phone: 402-471-3595
Fax: 402-471-4484
Email: dan.sweetwood@nebraska.gov

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

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

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

	Project Type	Hours Estimate	Rate	Cost Estimate
1	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	80 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$6,400.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,280.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i> Billed on the anniversary date of website launch.
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

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

6 Signatures

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

Nebraska Interactive, LLC
Authorized Party

Brent A. Hoffman

Print Name

B/H

Signature

1/31/18

Date

Nebraska State Records Board
Secretary of State John Gale, Chairman

John Gale

Print Name

John A. Gale

Signature

5/3/18

Date

Nebraska Board of Public Accountancy
Authorized Party

DAN Sweetwood P

Print Name

[Signature]

Signature

2-6-18

Date

**AMENDMENT NO. ONE
TO
CRAFT BREWERY, MICRO DISTILLERY & FARM WINERY REPORTS
STATEMENT OF WORK**

This Amendment No. One (“Amendment 1”) to the Craft Brewery, Micro Distillery & Farm Winery Reports Statement of Work dated 05/17/17 (“SOW”) is entered into by and among Nebraska Liquor Control Commission, the Nebraska State Records Board and Nebraska Interactive, LLC (collectively, the “Parties”), effective as of the date of execution of all parties below.

Recitals

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

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

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

1. The new Craft Brewery and Micro Distillers Report System will be revised to add reporting forms: 35-7138 Craft Brewery Internal Sales, 35-7142 Farm Winery Internal Sales, 35-7156 Micro Distillery Internal Sales. Additional form changes to reporting forms as a result of the new Internal Sales Forms will also be made to: 35-7127 Monthly Excise Tax Return for Craft Brewers, 35-7130/7130 (a) Monthly Excise Tax for Farm Wineries, and 35-7145 Monthly Excise Tax Return for Micro Distillers.
2. Additional project hours and prototype development for rescope of project during the planning phase.

Project	Hours Estimate	Cost Estimate	Annual Maintenance Estimate
NLCC Craft Brewery, Micro Distillery & Farm Winery Reports	248	\$14,135	\$2,827

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

Description	Quantity	Unit of Measure	Unit Price	Extended Price
NI Discount of 50% of Project Hours	124	N/A	\$0	\$0
Management	1.5	Hour	\$210	\$315
Developer	65.5	Hour	\$110	\$7,205
Senior Developer	5	Hour	\$140	\$700
Project Management	45.5	Hour	\$110	\$5,005
Senior Project Management	6.5	Hour	\$140	\$910
Total	248			\$14,135

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

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

Nebraska Interactive, LLC
Authorized Party

Brent A Hoffman

Print Name

BH

Signature

5/16/18

Date

Nebraska State Records Board
Authorized Party

Secretary of State John Gale,
Chairman

Print Name

John A. Gale 5/29/18

Signature

Date

Nebraska Liquor Control Commission
Authorized Party

Print Name

Robert B. Rupe 5-17-18

Signature

Date

**AMENDMENT NO. TWO
TO
CRAFT BREWERY, MICRO DISTILLERY & FARM WINERY REPORTS
STATEMENT OF WORK**

This Amendment No. TWO (“Amendment 2”) to the Craft Brewery, Micro Distillery & Farm Winery Reports Statement of Work dated 05/17/17 (“SOW”) is entered into by and among Nebraska Liquor Control Commission, the Nebraska State Records Board and Nebraska Interactive, LLC (collectively, the “Parties”), effective as of the date of execution of all parties below.

Recitals

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

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

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

1. The new Craft Brewery and Micro Distillers Report Admin application will allow reconciliation of reports against two existing reporting applications, the Wine and Spirits Wholesaler Reporting application and the Beer Wholesaler Reporting application. The new admin will reconcile invoices between the Craft Brewer Report 35-7137 and the existing Beer Wholesaler Report Application form 35-710 and the Micro Distiller Report 35-7155 and the existing Micro Distillery Wholesaler Report Application form 35-7062. The process will require an enhancement to the new admin that will use the wholesaler license number and invoice number to cross reference the Craft Brewer or Micro Distillery report with the Wholesaler reports. These reports will reconcile the invoice sale which may contain multiple size columns and a total amount. Each column will be reconciled and a report generate indicating the errors where the two reports do not match each other, because the submitter of the reports has the ability to customize reports it will be a difficult reconciliation process to match first to the invoice, then the size, and finally the total amount. In addition, because reports may be submitted during separate reporting months, the query will be set to review across multiple reporting periods.

Project	Hours Estimate	Cost Estimate	Annual Maintenance Estimate
NLCC Craft Brewery, Micro Distillery & Farm Winery Reports	223	\$14,800	\$2,960

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


Description	Quantity	Unit of Measure	Unit Price	Extended Price
NI Discount of 50% of Project Hours	111	N/A	\$0	\$0
Management	0	Hour	\$210	\$0
Developer	0	Hour	\$110	\$0
Senior Developer	80	Hour	\$140	\$11,200
Project Management	20	Hour	\$110	\$2,200
Senior Project Management	10	Hour	\$140	\$1,400
Total	223			\$14,800

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

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

Nebraska Interactive, LLC
Authorized Party


Print Name


Signature

5/16/18
Date

Nebraska State Records Board
Authorized Party

Secretary of State John Gale,
Chairman

Print Name

John A. Gale 5/29/18

Signature

Date

Nebraska Liquor Control Commission
Authorized Party

Robert B. Rep

Print Name

RB Rep 5-17-18

Signature

Date

Summary List

Event Registration Payments Addenda (State & Local)

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

New Event Registration Addenda

**NSRB Chairman
Signature**

Southeast Community College

Addendum 1

05/14/2018

**Summary
State Government
Blanket Addendum**

Project: Event Registration

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

Current Process:

Event Registration is a service that was developed and has been in use in both Local and State 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:

Market Potential/Target Audience:

The market potential for this service is anyone that needs to pay fees owed to state 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 10% for credit cards and 10% for Electronic Check. A blanket addendum was approved by the Nebraska State Records Board.

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

**Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Southeast Community College,
and
Nebraska State Records Board**

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

Project: Event Registration for Southeast Community College
Revenue Type: Instant Access
Implementation: 2018

Service	Southeast Community College Fee	Nebraska.gov Portal Fee	NSRB Share
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee
Event PIN Debit PIN Debit	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee

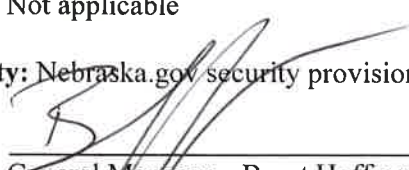
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 4/26/18

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

Date: 5/14/18

By: 
 Dr. Paul Illich, President
 Southeast Community College

Date: 4/19/18

Summary List

Gov2Go

Nebraska.gov submits these signed Gov2Go Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are Addendums to the EGSLAs for services provided by Portal and use the approved template. No action necessary.

New Addendum

NSRB Chairman Signature

Nebraska Liquor Control Commission

Addendum 9

May 29, 2018

**Addendum Nine to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Liquor Control Commission, and
Nebraska State Records Board**

This Addendum Nine to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Liquor Control Commission sets forth certain terms governing two specific Electronic Services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board). Prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services are set forth in a separate Addendum.


The follow terms and conditions related to the Application Engine and Gov2Go Electronic Services are hereby added to the EGSLA as Paragraphs 20 and 21:

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.

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

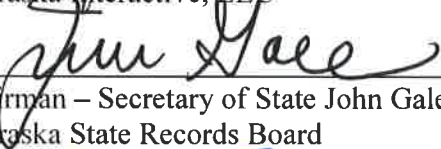
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

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

By: 

General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 5/15/18

By: 

Chairman – Secretary of State John Gale
Nebraska State Records Board

Date: 5/29/18

By: 

Executive Director – Hobert B. Rupe
Nebraska Liquor Control Commission

Date: 5/17/18

**Addendum Fourteen to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Department of Motor Vehicles,
and
Nebraska State Records Board**

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

Project: SR22/SR6 for Nebraska Department of Motor Vehicles

Revenue Type: Subscriber/Instant Access

Implementation: 2018

Service	Department of Motor Vehicles Fee	Nebraska.gov Portal Fee	NSRB Share
SR22/SR26 Bulk Subscriber	Full statutory/assessed fee charged by Partner	\$0.15 per SR22/SR26 record submit and \$200 Monthly Fee	10% of Nebraska.gov Portal Fee
SR22/SR26 Single Submit Electronic Check	Full statutory/assessed fee charged by Partner	\$0.50 per SR22/SR26 record submit	10% of Nebraska.gov Portal Fee
SR22/SR26 Single Submit Credit Card	Full statutory/assessed fee charged by Partner	\$0.50 per SR22/ SR26 record submit	10% of Nebraska.gov Portal Fee
SR22/SR26 PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

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

State-Selected Processor

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

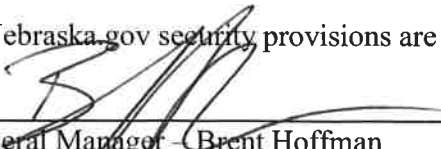
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

Nebraska.gov purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 5/9/18

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

Date: _____

By: Rhonda K. Lahm
Director – Rhonda Lahm
Nebraska Department of Motor Vehicles

Date: 16 May 2018

Summary

Nebraska Department of Motor Vehicles

Addendum Fourteen

Project: SR22/SR26

Nebraska requires an individual to obtain and maintain certificates of financial responsibility. An individual may need a certificate of financial responsibility due to unsatisfied judgments, driving without required insurance, convictions of serious moving violations or involvement in a crash and unable to provide evidence of financial responsibility. Nebraska Certificates of Financial Responsibility are referred to as an SR-22 filing. An SR-26 is a cancellation of the SR-22. This project will allow for electronic submission of the SR22/SR26 filings to the Nebraska DMV mainframe.

Current Process:

Currently, electronic SR filings are done via an overnight batch process provided by AAMVA. Per AAMVA website only 7 states including Nebraska use the AAMVA process, and AAMVA is used by approximately 102 insurance companies.

AAMVA charges the Department of Motor Vehicles and insurance companies:

- Initial set-up fee: \$180.00
- Monthly Service/license fee: \$241.66
- Variable per message fee: up to \$0.29 per message with an additional character fee per 1,000 characters between \$0.034 and \$0.068.

The Nebraska DMV also receives approximately 25,000 paper filings from the insurance industry per year. These paper filings are time consuming for the DMV to process, and they also cause significant delays with mail times and manual entry which makes drivers wait long periods for their filings to be documented.

Project Overview/Proposal:

Create a standardized web service based on the specifications from the Insurance Industry Committee on Motor Vehicle Administration (IICMVA) to allow approved insurance companies to submit insured information for SR22/SR26 Financial Responsibility Filings. IICMVA has set a standardized web service process that Nebraska Interactive will use to provide a consistent technology solution that can be used in every state, which reduces technical costs for the insurance companies and increases our adoption potential for the service.

Insurance companies can sign up for a Bulk Web Service process or utilize a single submit submission process through an application interface. The utilization of the web service calls will allow real-time notifications for success and failure of submitted data, and allows updates for the filings directly to the Nebraska DMV mainframe. This will provide a better customer experience for Nebraska drivers who are waiting for this information to be provided by their insurance company for their license to be reinstated.

The goal of this service is to reduce the number of paper filings received for the SR22/26 process and to provide a real-time notifications and mainframe updates to the Insurance Companies. The DMV will have reduced processing times for SR22/26 if more insurance companies use the electronic process. Currently the time to manually process an SR22 or SR26 is 2-3 minutes per filing. If we can decrease the paper filings by 30% in the first year this will save the DMV 14,980 minutes of processing time.

Market Potential/Target Audience

Insurance companies who need to file an SR22/SR26 for a Nebraska driver.

Approximate Nebraska Yearly Filings

Filing	AAMVA Batch Electronic	Paper	Totals
SR-22	48,990	10,379	59,369
SR-26	34,813	14,589	49,402
Totals	83,803	24,968	108,771

Fees for Bulk Processing:

- \$0.15 per SR22/SR26 submission
- \$200 monthly fee

Fees for Single Submit Processing:

- \$0.50 per SR22/26 submission

Information on what the fee presented is based upon:

Nebraska Interactive and the Department of Motor Vehicles constructed a lower fee structure based upon what AMVAA currently charges customers today, eliminating any fees to the DMV, while improving the process to provide real-time responses, allowing customers to fulfill immediate needs.

Many Insurance companies are hesitant to do the AMVAA program because of the high cost of the fees, and some smaller insurance companies may not have the technical resources or volume to justify the bulk process. Offering both the bulk and single submit options should allow the smaller companies to do an electronic process, which will reduce paper submissions to the DMV.

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

The total estimated market potential was provided by the Nebraska Department of Motor Vehicles. We based the volume, on the number of users we felt would move from AMVAA to the Nebraska Interactive Process, and those companies that would adopt the single submit process. Currently 102 companies use the AMVAA process with the DMV. We assume that 50% of the companies will migrate to the new process the first year.

Bulk SR22/26

SR-22/SR-26	YR 1	YR 2	2 YR Gross Totals	2 YR Gross - Project Cost	2 YR NSRB Share	2 YR Gross Revenue
Project Hours	150		150			
Ongoing Project Work & Maintenance		30	30			
Total Project Cost	\$18,750	\$3,750	\$22,500			
Est. Market Potential	83,803	83,803	167,606			
Adoption %	50%	60%				
Adoption #	41,902	50,282	92,183			
Revenue @ \$0.15	\$6,285	\$7,542	\$13,827	-\$8,673	\$1,383	-\$10,055
Revenue for Monthly Fee @ \$200	\$122,400	\$146,880	\$269,280	\$246,780	\$26,928	\$219,852
Estimated Revenue Totals	\$128,685	\$154,422	\$283,107	\$238,107	\$28,311	\$209,797

Single Submit SR22/SR26

SR Single Submit	YR 1	YR 2	2 YR Gross Totals	2 YR Gross - Project Cost	2 YR NSRB Share	2 YR Gross Revenue
Project Hours	75		75			
Ongoing Project Work & Enhancements		15	15			
Total Project Cost	\$9,375	\$1,875	\$11,250			
Est. Market Potential	24,968	24,968	49,936			
Adoption %	30%	40%				
Adoption #	7,490	9,987	17,478			
Revenue @ \$.50	3,745	4,994	8,739	-\$2,511	\$874	-\$3,709

Expected rate of return (in what time period):

Noting that adoption of a new service is gradual from year to year, to estimate a rate of return, Nebraska.gov made the following assumptions:

- 50% of electronic filings will come from the new interactive bulk web service in the first year within the project launch, and is based on the interest/ demand from the insurance company.
- Each year we will gain 10% more of the electronic filings market.
- 30% of the paper filings will move to electronic with the new electronic interactive single submit process.
- Each year we will gain 10% more of the electronic filings market.

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

Nebraska Interactive assumes all the upfront costs and investments associated with this project. The revenues from this application will be capitol used for the extensive backend work needed for the vehicle title registration system update. This comprehensive modernization of the DMV backend will impact approximately 12 applications, and require significant resources by Nebraska Interactive.

NI's risk (in providing this service):

There is no guarantee that insurance companies will use the service without a state mandate, and there is no guaranteed rate of return. Lack of use or adoption by the Insurance industry Nebraska Interactive would not recover all the costs related to hosting, hardware, licensing, security etc. This project involves project management, development, testing and ongoing customer support that is not charged to the partner and relies solely on adoption and revenue of this service.

**Addendum Four (Revised) to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Patrol, and
Nebraska State Records Board**

This Addendum Four to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as NI LLC), the Nebraska State Records Board (NSRB), and Nebraska State Patrol sets forth certain services to be provided by NI LLC (operated under the auspices and authority of the NSRB), prices to be charged and terms of payment for such services. This agreement provides the authority to assess and collect the fees described herein.

Project: Concealed Handgun Permit Renewals (formerly known as Conceal and Carry Weapons Permit Renewals)
for the Nebraska State Patrol
Revenue Type: Instant Access
Implementation: 2016

Service	Nebraska State Patrol Fee	Nebraska.gov Portal Fee	NSRB Share
Concealed Handgun Permit Renewals -Electronic Check	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee
Concealed Handgun Permit Renewals - Credit Card	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee
Concealed Handgun Permit PIN Debit	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee

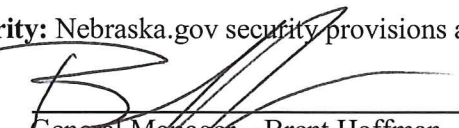
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Nebraska.gov-Selected Processor
- Not Applicable

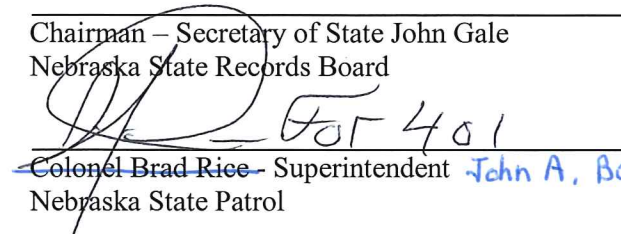
[OPTIONAL PROVISION] **Swipe Hardware Provision:** Swipe Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By:  Date: 5/22/18
General Manager – Brent Hoffman
Nebraska Interactive, LLC

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

By:  Date: 6-5-18
~~Colonel Brad Rice~~ Superintendent John A. Bolduc
Nebraska State Patrol

**Addendum Six to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Patrol, and
Nebraska State Records Board**

This Addendum Six to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as NI LLC), the Nebraska State Records Board (NSRB), and Nebraska State Patrol sets forth certain services to be provided by NI LLC (operated under the auspices and authority of the NSRB), prices to be charged and terms of payment for such services. This agreement provides the authority to assess and collect the fees described herein.

Project: New Concealed Handgun Permits (including fingerprinting) for Nebraska State Patrol

Revenue Type: Instant Access

Implementation: 2018

Service	Nebraska State Patrol Fee	Nebraska.gov Portal Fee	NSRB Share
New Concealed Handgun Permits Electronic Check	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee
New Concealed Handgun Permits Credit Card	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee
New Concealed Handgun Permits PIN Debit	Full statutory/assessed fee charged by Partner	\$4.50	10% of Nebraska.gov Portal Fee

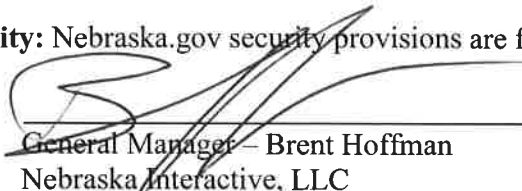
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

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

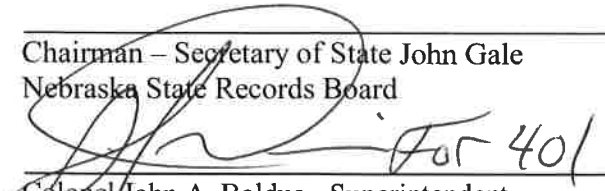
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 5/22/18

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

Date: _____

By:  For 401
Colonel John A. Bolduc - Superintendent
Nebraska State Patrol

Date: 6-5-18

Summary

Nebraska State Patrol

Addendum Six

Project: New Concealed Handgun Permits (including fingerprinting)

The Nebraska State Patrol would like to develop the ability for users to pay and apply for New Concealed Handgun Permits and fingerprinting background checks. The first phase of this project is to provide the Patrol with the ability to accept credit card, ACH and PIN Debit for New Concealed Handgun Permits. Users are currently required to pay the \$100 fee for their permit with cash or check. Providing other payment methods will be a benefit to their customers. A future enhancement for New Concealed Handgun Permits would create a brand-new interface for users to enter all required information for their application, upload and validate multiple documents, as well as integrate with the State Patrol's mainframe and fingerprint system. The Nebraska State Patrol wants to provide consistent pricing for the Concealed Handgun Permit Fees regardless of online service method. Allowing for payments of New Concealed Handgun Permits will allow all types of fingerprinting to be reconciled consistently.

Current Process:

Concealed Handgun Permit Users are required to complete the following steps:

- Apply in person at a Nebraska State Patrol Troop Area
- Pay the Permit Fee: \$100 cash or check only
- Complete a paper application form
- Get application notarized
- Provide Proof of:
 - Certified Training
 - Vision (only needed if presenting a state issued ID card)
 - Identification
 - Citizenship
 - Address
- Fingerprints and Photographs taken at the time of application submittal

Project Overview/Proposal:

Allow online collection of fees for New Concealed Handgun Permits with a Nebraska Interactive portal fee structure that is consistent with Concealed Handgun Permit Renewals. Nebraska Interactive will create a custom application to allow users to submit the application data for the Concealed Handgun Permit online ahead of their appointment for fingerprints and photos at the Nebraska State Patrol troop area. The custom application will collect all data pieces from the paper form, allow for uploads of required documents and integrate with their RITS mainframe system and Fingerprint system.

Market Potential/Target Audience

Approximately 9,000 new Concealed Handgun Permits are processed annually.

New Concealed Handgun Permit:

- Nebraska State Patrol fee: \$100

Information on what the fee presented is based upon:

Nebraska State Patrol wants a consistent fee structure for both New and Renewal Concealed Handgun Permits. They believe a fee of \$4.50 against a \$100 permit fee is reasonable for users who wish to pay by Credit Card, ACH or PIN Debit.

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

The total estimated market potential was provided by the Nebraska State Patrol. We based the volume on the basic percentage of users that will pay by Credit Card/ACH/PIN Debt vs. Cash or Check.

New Concealed Handgun Permits	YR 1	1 YR Gross Totals	1 YR Gross - Project Cost	1YR NSRB Share	1 YR Gross Revenue
Project Hours	300	300			
Ongoing Project Work & Maintenance		0			
Total Project Cost	\$37,500	\$37,500			
Est. Market Potential	9,000	9,000			
Adoption %	50%				
Adoption #	4,500	4,500			
Revenue @ \$4.50	\$20,250	\$20,250	-\$23,500	\$2,025	-\$21,475

Expected rate of return (in what time period):

Noting that adoption of a new service is gradual from year to year, to estimate a rate of return, Nebraska.gov made the following assumptions:

- Implementation for the first phase of this project will not be at least until the end of 2018, in conjunction with the Appointment Calendar project implementation.
- Across all Nebraska Interactive Services, we have found that around 50% of users are paying by Credit Card/ACH/PIN Debit vs. Cash/Check.

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

Nebraska Interactive assumes all the upfront costs and investments associated with this project. There is no guarantee that users will pay by Credit Card, ACH or PIN Debit, and there is no guaranteed rate of return.

Nebraska Interactive will use revenues generated from the Concealed Handgun Renewal Application to make investments for major enhancement to New Concealed Handgun Permit application.

NI's risk (in providing this service):

As with all applications that Nebraska.gov provides for the State of Nebraska, all costs related to hosting, hardware, licensing, security etc., are assumed by Nebraska.gov. Every project involves project management, development, testing and ongoing customer support that is not charged to the partner.

In 2016, legislation was introduced which would eliminate permits for handgun permits. This would have resulted in a total loss of NI's capital investment. Nothing prevents future legislation from being introduced.

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between EBSCO Publishing, Inc., whose principal place of business is at 10 Estes Street, Ipswich, Massachusetts, 01938-0682, USA ("EP") and Nebraska State Historical Society whose principal place of business is at 1500 R Street / PO Box 82554, Lincoln NE 68501-2554 ("Licensor").

WHEREAS, Licensor has the right to publish or cause to be published the Publications (as hereinafter defined); and

WHEREAS, Licensor desires to license EP to disseminate the Content (as hereinafter defined) of the Publications, in text, image, other electronic format or such other formats or on such other media as may now exist or hereafter be discovered, to end-users through the re-license or sale of information products using the media of CD-ROM, tape, online hosts, internet services and other electronic or optical media or formats now known or hereafter discovered.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, EP and Licensor hereby agree as follows:

1. **Definitions.** The following terms shall be used in this Agreement as defined in this Section 1:

1.1 "Adapt", EP shall make no change to the editorial content of the Publication(s) licensed hereunder. Notwithstanding the above, EP shall be entitled to insert into each transmission such subject or descriptor field and codes, instructions and other technical applications as may be necessary to make the Content compatible with the database structure and search logic of the Products and to normalize data elements to facilitate Product usage.

1.2 "Publications" are the titles listed in Schedule 1, as may be amended from time to time, and which is incorporated into this Agreement by this reference.

1.3 "Content" is for text, image and other content contained within the Publications.

1.4 "Current Content" is Content that Licensor publishes after the expiration or termination of this Agreement.

1.5 "Discovery Content" means all current and future titles published by Licensor. Additional Discovery Content shall be automatically added to this Agreement as soon as it is published by Licensor and shall be provided to EP by Licensor to be used in accordance with Section 2.7 herein.

1.6 "Logo" shall mean the marks or trademarked banner graphics owned by Licensor which are used on the cover of each issue of the Publications.

1.7 "Past Content" is Content that Licensor published and that EP included in Products during the term of this Agreement.

1.8 "Products" are information products distributed by EP (and by virtue of agreements with EP, by EP's distributors, resellers, agents, and sublicensees), which contain all or part of the Content of the Publications, and are subject to modification at EP's discretion. A list of the Products can be found here: <https://www.ebsco.com/products>

1.9 "User" shall mean third persons or organizations that have entered into agreements with EP and/or its distributors, resellers, agents or sublicensees respecting the Products.

1.10 "Effective Date" means the latest execution date set forth on the signature block below.

2. **Grant of License**

2.1 Licensor grants to EP the non-exclusive right and license to reproduce, distribute reproductions of, display, publicly perform, and Adapt the Content for purposes of incorporating the Content into the Products, and allowing the reproduction, distribution of reproductions of, the display of, public performance of, and adaptation of the Content as

used in the Products. EP will not make the Products available to persons or entities that are not authorized Users. EP will not authorize or permit any User to re-sell the Content, or any part thereof. However, university Users may, in return for an additional subscription fee on which royalties will be paid in accordance with Section 4 herein, make EPs alumni Products available to their alumni as a component of a larger package of services offered to alumni. Nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions or products which include the Publications, nor to limit its ability to reach agreements with other subscription agents or distributors.

2.2 Licensor shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. EP does not acquire any intellectual property or other rights in the Publications except as specifically acknowledged in this Agreement.

2.3 If, during the term of this Agreement, Licensor provides the Content of the Publications for inclusion on a product or service which is available at no cost then EP reserves the right to reduce or eliminate the royalties paid pursuant to Section 4. For the avoidance of doubt, nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions by providing only a selected, minority portion of Content of the Publications in a product or service which is provided at no cost.

2.4 The use of the Licensor's trademark(s) is subject to review and approval of the Licensor, however, general purpose materials, such as database catalogs, price lists, Customer Listserv Messages and other customer communications or other materials providing a general listing of services or databases, shall not require specific review or approval. To promote Licensor's brand recognition, EP may display the Publication's Logo only in conjunction with display of a full text article from the Publication. EP may also use the Publication's cover images in marketing and promotional materials.

2.5 Licensor authorizes EP to sublicense Content in exchange for additional royalties beyond that listed in Section 4, which royalties will be calculated in a manner equal to the method set forth in Section 4.1 of this Agreement. EP will sublicense such sublicensees to reproduce, distribute reproductions of, display, publicly perform, and adapt the Content and the Products, and will allow the reproduction, distribution of reproductions of, the display of, public performance of, and adaptation of the Content, in all media now known or hereafter discovered, providing revenues from guaranteed sources, subscription packages, or transactional (pay-per-view) models. Upon written notice to EP by Licensor, EP will direct sublicensees to remove Content identified by the Licensor. EP reserves the right to direct sublicensees to remove any Content in which the ownership or right to license is called into question. Licensor will indicate whether it accepts or declines this option by indicating its agreement on Schedule 2, which is incorporated herein by this reference.

2.6 Licensor agrees to make best efforts to include information in the masthead of the Publications indicating that the Publications are included in EP's Products.

2.7 Licensor grants EP the right to make the Discovery Content on EP's servers available to major search engines, third party discovery services and EBSCO Discovery Service to crawl in order to make Users aware of the Discovery Content. Licensor shall provide the following data for the Discovery Content: all the full text and metadata elements with information that facilitates a link from the metadata to the full text on an online server. The search engines, third party discovery services and EBSCO Discovery Service may search the full text and display a limited portion of the Discovery Content so that Users can connect to the Content via the result lists.

2.8 EP may, at its option, include the Content of the Publications beginning with Volume 1, Issue 1.

3. **Development of the Products**

3.1 Licensor will deliver the Content of the Publications to EP in a timely manner in a mutually agreed upon format and medium, as stated in Schedule 1.

3.2 Licensor agrees to deliver the best available data for the Content of the Publications, without charge to EP, according to the schedule stated in Schedule 1. Licensor agrees to authorize EP to download Content for Publications from any third party providers and to cover all associated costs (if any).

4. **Payments and Reports**

4.1 EP shall pay Licensor earned royalties on a quarterly basis. Such earned royalties will be equal to twenty percent (20 %) of the net revenue collected for inclusion of Content from the Publications on Products sold.

4.2 EP shall make payments due to Licensor pursuant to this Agreement within ninety (90) days after the last day of the calendar quarter in which use of the Content of the Publications in the Products commenced.

4.3 For Products in which only citation and abstract information from Licensor are included, and no text or image of the article is included, no royalty will be earned by Licensor.

4.4 If applicable, EP shall deduct and withhold from the gross amount of all payments to Licensor any amounts required by law to deduct or withhold. If such deduction or withholding is required, EP shall remit any amounts so deducted or withheld to the appropriate governmental authority within the required time, and shall provide Licensor with evidence of such remittance and deliver an appropriate document with respect to withheld taxes to support a claim for any tax credit to which the party may be entitled under any applicable laws. All such deduction/withholdings shall be at statutory rate, unless the payee provides the payor with properly completed and executed documentation as prescribed by applicable law permitting payments to be made without withholding or at a reduced rate pursuant to a relevant tax treaty.

5. **Representations and Warranties**

5.1 EP represents and warrants that it has the right to enter into this Agreement and to cause the Products to be sold in the form and in the manner set forth in this Agreement. Licensor represents and warrants to EP that: (a) Licensor has the right to enter into this Agreement with EP, (b) Licensor has the right to allow or cause the Content of the Publications to be licensed in the form and manner set forth in this Agreement, and (c) Licensor owns all right, title, and interest in and to, including the copyright in and to, the Publications being licensed pursuant to this Agreement, and the individual items of Content, or with respect to individual items of Content, the right and license to allow EP to use the Content as contemplated by this Agreement.

5.2 EP indemnifies Licensor (and its officers, directors and partners) from and against any and all liability, damage, loss or expense arising from any claim, demand, action or proceeding based upon or arising out of the breach or alleged breach of any of the representations or warranties set forth in this Agreement or incurred in the settlement or avoidance of any such claim, provided, however, that Licensor shall give prompt legal notice to EP of the assertion of any such claim and provided further that EP shall have the right to participate in the defense thereof at its own expense. This agreement to indemnify shall survive any termination or expiration of this License Agreement.

5.3 Licensor indemnifies EP (and its parents, affiliates, officers, directors and partners) from and against any and all liability, damage, loss or expense arising from any claim, demand, action or proceeding based upon or arising out of the breach or alleged breach of any of the representations or warranties set forth in this Agreement or incurred in the settlement or avoidance of any such claim, provided, however, that EP shall give prompt legal notice to Licensor of the assertion of any such claim and provided further that Licensor shall have the right to participate in the defense thereof at its own expense. This agreement to indemnify shall survive any termination or expiration of this License Agreement.

6. **Copyright and Infringement**

6.1 Copyright of the Publications remains the property of Licensor. EP's customers agree to abide by the Copyright Act of 1976 as well as any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Products. Pursuant to these terms and conditions, the customer and Users may download, email or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely in accordance with copyright law. The customer and Users may also perform text or data mining of the Publications for educational, scientific or research purposes, including extraction and manipulation of the Content for the purpose of illustration, explanation, example, comment, criticism, teaching, research or analysis. EP instructs its customers that they may not use the Products as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Products or any of the content therein in any manner nor use same for sale or distribution. EP

informs the customer that it must take all reasonable precautions to limit the usage of the Product(s) to those specifically authorized.

6.2 Each party will use reasonable efforts to notify the other of any allegations of infringements of patent, copyright, trademark or other intellectual property rights in the Products that come to such party's attention.

6.3 EP acknowledges and agrees that Licensor may, with respect to any Content or any Publication, or a portion thereof, request EP to remove or cease distributing any portion of the Content or the Publications which Licensor reasonably believes may be in violation of law or the proprietary or contractual rights of a third party, and EP will reasonably cooperate with Licensor in that regard. In the event that Licensor requests that EP remove or cease distributing more than five percent (5%) of the total Content licensed by Licensor to EP pursuant to this Agreement, then EP's obligation to pay royalties pursuant to Section 4 of this Agreement shall be reduced on a prorated basis consistent with the percentage of Content subject to removal or cessation of distribution.

7. Confidentiality

7.1 Neither party shall, without the written consent of the other, or as specified below, communicate confidential information of the other orally or in writing (including, without limitation, future business plans and services and the identity and addresses of the Users) to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information. Each party's obligations of confidentiality and non-disclosure shall not apply to disclosures to such party's counsel or other advisors or to a court, arbitration panel or other similar body, in the event such party has a bona fide dispute with the other party regarding this Agreement.

7.2 Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

8. Term and Termination

8.1 The term of this Agreement shall commence on the Effective Date and shall automatically renew on the date which is three (3) years thereafter, subject to successive one year renewals of this Agreement on the terms contained herein unless either party hereto provides written notice to the other party at least ninety (90) days in advance of any renewal date of its intention not to renew this Agreement.

8.2 This Agreement may be terminated by either party on written notice of termination, upon material breach of any obligation hereunder by the other party, if such other party fails to cure such breach within sixty (60) days after written notice thereof.

8.3 This Agreement may be terminated immediately by either party in the event an order for relief in any bankruptcy or reorganization proceeding is entered against the other party, a receiver is appointed for all or substantially all of the assets of the other party, the other party is dissolved or liquidated other than in connection with a sale of all or substantially all of its assets, the other party completely discontinues its business other than in connection with a sale of all or substantially all of its assets, or the other party attempts to assign this Agreement in contravention thereof.

8.4 Upon termination of this Agreement, each party shall promptly return to the other all confidential and business-sensitive information in tangible form which is then in possession or control of such party. After termination, EP will no longer have any license to include Current Content from Publications in its Products, but may continue to include Past Content from the Publications in its Products.

9. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor difficulty, sabotage, failure of suppliers or subcontractors or unavailability of material or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and in any event, within fifteen (15) days of discovery thereof. In the event of such a Force

Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

10. **Limitation of Liability**

Neither party shall be liable to the other for special, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of the Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the other party has been warned of the possibility of such damages. Except as provided herein, all remedies, including, without limitation, the termination of this Agreement and all of the remedies provided by law shall be deemed cumulative and not exclusive.

11. **Assignment**

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, that this Agreement may not be assigned in whole or in part by either party without the written consent of the other, except that Licensor may assign this Agreement to any other entity controlled by Licensor without the consent of EP and EP may assign this Agreement to any affiliate without the consent of Licensor. Either party may, with the other's written consent, which consent shall not be unreasonably withheld or delayed, assign this Agreement to any person or entity which succeeds to its business to which this Agreement relates and which assumes all of its obligations hereunder in writing, provided that in such event the assigning party or its legal successor-in-interest shall remain bound as a guarantor of such obligations.

12. **Notices**

All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by facsimile to the party to whom such notice is directed, at the address as set forth above, or the facsimile number provided by such party, or to such other address or facsimile number as such party shall have designated by notice hereunder. Unless otherwise specified, notices shall be deemed given when the return receipt is received or upon receipt of an appropriate facsimile answer back after transmission of the facsimile.

13. **Waiver**

Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

14. **Entire Agreement**

This Agreement and the attached Schedules constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

15. **Enforceability**

If any provision or clause of this Agreement is found by a court of competent jurisdiction to be void, illegal, or unenforceable, that provision or clause shall be modified by the court so as to render it valid and enforceable; or, if such modification is impossible or the court is unable under the law to make the modification, then that provision or clause shall be regarded as stricken from the Agreement. In either event, the parties agree that the remainder of this Agreement shall remain in full force and effect.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Accepted and agreed to by the parties as of the Effective Date set forth below.

Licensor

EBSCO Publishing, Inc.

BY: _____
(Signature)

BY: _____

Title: _____

Title: _____

Please print name

Name: _____
978-356-6500
fax 978-356-5191

Date signed: _____

Date signed: _____

Telephone: _____

Fax: _____

Schedule 1 Publications (Please type or print clearly)

<u>Title(s)</u>	<u>ISSN (8 digits)</u>	<u>eISSN</u>	<u># issues per year</u>	<u>Institutional Sub Price</u>	<u>Language/ English ASAs?</u>	<u>Peer Reviewed</u>
Nebraska History	00281859		4	free w/ membership	English	NA

Description:

Delivery -Electronic

Licensors will provide the complete content of articles in the publications in Native PDF format as soon as said format is available.

Licensors contact for electronic data delivery to EP:

_____ (Please reference individual contact name)

phone: _____ e-mail: _____

Publisher Web Site

Please provide publisher's web site to be included in the Products: <https://history.nebraska.gov/>

Schedule 2 – Options With Respect to Sublicensees

<u>Accept</u>	<u>Decline</u>	<u>Option</u>
_____	_____	Subscription-Based Services – Licensors authorize EP to sublicense selected Content in accord with the Agreement, to end-users having agreements with sublicensees. Licensors will earn royalties equal to 20 percent of the net revenue generated from inclusion of Content in the Subscription Based Services.
_____	_____	Pay-Per-View – Licensors authorize EP to sublicense selected Content in accord with the Agreement, to sublicensees that will provide the Content to end-users on a per transaction basis. Licensors receive a license fee equal to 20 percent of the price paid by end-user per item of Content sold to an end-user.
_____	_____	Advertising-Supported Sites – Licensors authorize EP to sublicense selected Content in accord with the Agreement, to sublicensees that will provide the Content to end-users. EP will receive revenues from the sublicensee based upon a percentage of on-site advertising. Licensors will earn royalties equal to 20 percent of the net revenue generated from inclusion of Content in the Advertising Supported Sites.
_____	_____	Annual License Fee – Licensors authorize EP to sublicense selected Content in accord with the Agreement, to sublicensees that will provide the Content to end-users. EP will receive a guaranteed annual fee from its sublicensee in consideration of the Content sublicense. Licensors will earn royalties equal to 20 percent of the net revenue generated from inclusion of Content in the Product licensed for the Annual License Fee.

NSRB - CASH FUND BALANCE
State Records Board - Revenues & Expenditures & Transfers
January 1, 2018 though March 31, 2018
 With comparative figures for January 1, 2017 through March 31, 2017
FY 17-18

	<u>Jan, 2018</u>	<u>Prior Year Jan, 2017</u>	<u>Feb, 2018</u>	<u>Prior Year Feb, 2017</u>	<u>Mar, 2018</u>	<u>Prior Year Mar, 2017</u>	<u>Year to Date FY 17-18</u>	<u>Year to Date FY 16-17</u>
<u>Revenues:</u>								
Sale of Subscriber Services	\$602,705.25	\$650,045.56	\$701,767.89	\$ 699,846.05	\$668,515.74	\$668,944.83	\$5,955,620.59	\$5,980,396.76
General Business Fees	\$36.00	\$125.00	\$55.00	\$ 48.00	\$191.50	\$85.00	\$498.50	\$552.86
Driver Records	\$409.00	\$352.00	\$423.00	\$ 496.00	\$427.00	\$431.00	\$4,109.00	\$4,409.00
Investment Income	\$1,643.19	\$2,408.23	\$1,740.38	\$ 2,149.50	\$1,809.59	\$2,009.38	\$15,189.30	\$18,841.07
Total	\$604,793.44	\$652,930.79	\$703,986.27	\$ 702,539.55	\$670,943.83	\$671,470.21	\$5,975,417.39	\$6,004,199.69
<u>Expenditures & Transfers:</u>								
State Agency Transfers	\$367,455.09	\$397,973.08	\$428,728.65	\$426,794.33	\$409,736.87	\$407,233.18	\$3,595,416.45	\$3,620,028.88
NIC	\$197,063.41	\$215,262.82	\$228,250.51	\$232,326.04	\$214,903.81	\$223,459.27	\$2,002,755.78	\$2,029,191.79
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$9,293.66	\$8,978.36	\$9,294.11	\$9,063.28	\$9,294.06	\$9,063.29	\$84,037.09	\$86,588.89
Misc. Expense	\$1,008.38	\$482.14	\$675.89	\$426.00	\$604.22	\$6,379.68	\$6,189.91	\$11,524.31
Total	\$574,820.54	\$662,696.40	\$666,949.16	\$668,609.65	\$634,538.96	\$646,135.42	\$5,688,399.23	\$5,747,333.87
<u>Profit (Loss)</u>	\$29,972.90	\$30,234.39	\$37,037.11	\$33,929.90	\$36,404.87	\$25,334.79	\$287,018.16	\$256,865.82
<u>Transfer Out LB 327</u>							(\$530,000.00)	\$0.00
<u>Fund Balance:</u>	\$947,449.68	\$1,101,210.11	\$984,486.79	\$1,135,140.01	\$1,020,891.66	\$1,160,474.80	\$1,020,891.66	\$1,160,474.80
Fund Balance-ECM	\$344.09	\$5,650.26	\$94.09	\$5,445.96	\$36.31	\$5,338.67	\$36.31	\$5,338.67
Fund Balance-Local Agency	\$514.67	\$503.96	\$515.60	\$504.84	\$516.51	\$505.81	\$516.51	\$505.81
Records Management Cash Fund Balance	\$948,308.44	\$1,107,364.33	\$985,096.48	\$1,141,090.81	\$1,021,444.48	\$1,166,319.28	\$1,021,444.48	\$1,166,319.28

AGREEMENT FOR SERVICES

Between

Nebraska State Records Board

And

Office of the Chief Information Officer

**For the Purpose of providing assistance in writing and coordinating
a Request for Proposal (RFP)**

June 12, 2018

This service agreement ("Agreement") effective June 12, 2018 is made by and between the Nebraska State Records Board ("Board") and the Office of the Chief Information Officer ("OCIO").

RECITALS:

- A. The Board is authorized to employ or contract with a network manager ("network manager") to provide the infrastructure and services needed to implement and operate the portal and direct and supervise the day-to-day operations and expansion of the portal.
- B. The Board desires to solicit bids or proposals for a network manager in preparation for the awarding of a network manager contract to commence April 1, 2020 and wishes the OCIO to assist with the preparation of the Request for Proposal ("RFP") and the coordination of the evaluation process.
- C. The OCIO has knowledge and experience in the preparation and review of RFPs relating to information and technology.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term of Agreement. This agreement shall begin on June 12, 2018 and shall terminate on April 1, 2020 unless sooner terminated in accordance with this agreement. This agreement may be renewed or extended upon the mutual written agreement of both parties.

2. Duties of the OCIO.

- a. The OCIO will provide personnel to the Board to write and coordinate an RFP for a network manager including gathering requirements, documenting, and coordinating the RFP process between the Board and State Purchasing.
- b. OCIO will provide one key personnel:
David Hattan, IT Manager I.

Key personnel shall not be changed without the prior written approval of the Executive Director of the Board.

- c. OCIO will provide and consult with OCIO personnel with specific areas of expertise, Department of Administrative Services, Materiel Division personnel, and others necessary to carry out its duties under this Agreement.
- d. OCIO does not expect this to be a full time assignment and OCIO staff will have other projects on-going at the same time.
- e. OCIO will conduct (i) on-site meetings; (ii) conference calls; (iii) proactive follow-up; and (iv) ongoing review of documents, proposals, standards, rules and regulations, and laws applicable to the network manager RFP.
- f. OCIO will research and suggest criteria, specifications, and requirements for the RFP and will pay special attention to specific areas of concern identified by the Board.

- g. OCIO staff will coordinate the evaluation, create the evaluation criteria, and create the rating scale used to evaluate the responses to the RFP but will only participate in the formal evaluation of bid responses if asked to perform in that capacity.
- h. OCIO will devote its best efforts and give sufficient time to advance the interests of the Board.

3. Duties of the Board

- a. The Board will provide copies of all relevant documents pertaining to the 2016 RFP process to the OCIO.
- b. The Board will determine the actual business requirements that, between OCIO personnel and Board personnel, will be placed into the RFP.
- c. The Board will approve the evaluation criteria, the evaluation committee, and the rating scale used to evaluate the responses to the RFP.

4. Ownership of Work Product. The Board will be the owner of the RFP. All books, records, files, forms, data, reports, accounts and documents relating in any manner to the RFP, whether prepared by the OCIO or anyone else, shall be the exclusive property of the Board and shall be returned immediately to the Board upon termination of the Agreement or upon the Board's request at any time.

5. Confidential Information. The OCIO will have access to information, materials or documents that in general are public information and may be subject to disclosure. Inasmuch as the OCIO will acquire or have access to information that is of a confidential and secret nature, the OCIO agrees to keep secret and not disclose to others nor make personal use of any confidential information without the Board's prior written approval.

6. Compensation. The Board shall compensate OCIO for services rendered under this Agreement on an hourly basis as follows:

- a. Supervisor/IT Manager I is \$93.50 per hour. Other OCIO staff consulted for their specific areas of expertise will not bill for their time as defined above.
- b. It is not anticipated that OCIO staff will travel outside of Lincoln to carry out their duties under this Agreement. Any travel outside of Lincoln must be pre-approved by the Executive Director of the Board. If travel is approved, the Board will reimburse OCIO for expenses for all traveling staff including parking fees, mileage, overnight lodging, and meals as authorized by the State of Nebraska.
- c. The total amount for services and expenses provided under this Agreement shall not exceed \$40,000.00.

7. Job Code/Work Order(s)/billing. The Board will provide a job code and work order for Inter-Billing Transfer (IBT) purposes. All hours will be entered in to the Clarity project management tool. At the end of each month, OCIO shall submit to the Executive Director of the Board an accurate, detailed, monthly invoice showing the

dates and hours worked, the personnel who performed the task, and the daily tasks performed for that month. OCIO will bill the Board through a monthly IBT.

8. Estimated Target Dates:

June 13, 2018 – September, 2018 Develop and Finalize RFP

- First draft of RFP with changes noted on or before July 2018,
- Second draft of RFP with changes noted on or before August 2018.

October 2018 Release RFP

April, 2019 to September 2019 review and analysis of RFP responses

Completion by March 31, 2020

9. Key Stakeholders:

Nebraska State Records Board
440 S. 8th Street, Suite 210
Lincoln, NE 68508-2294

Office of the Chief Information Officer
Ed Toner, Chief Information Officer
501 S. 14th Street
Lincoln, NE 68508

10. Key Contacts:

Steven S. Chase, Executive Director
Nebraska State Records Board
440 S. 8th Street, Suite 210 Lincoln, NE 68508-2294
(402) 471-2745
steven.chase@nebraska.gov

David Hattan, IT Manager I
Office of the Chief Information Officer
501 S. 14th Street
Lincoln, NE 68508

Pete Kroll
State Procurement Supervisor, Material Division
Nebraska Department of Administrative Services
1526 K Street, Suite 130
Lincoln NE 68508

David Zwart
Administrator, Material Division
Nebraska Department of Administrative Services
1526 K Street, Suite 130
Lincoln NE 68508

11. Termination. The Board may, without cause, terminate this Agreement at any time by giving immediate written notice to the OCIO. The OCIO may, without cause, terminate this Agreement by giving a 15-day written notice to the Board of its intent to

terminate this contract. During the 15-day period after such notice is sent, if any, the parties shall continue to act toward each other in good faith.

12. Notices. Any notice given in connection with this Agreement shall be given in writing and delivered by certified mail, return receipt requested, to the key contacts at their addresses listed above.

13. Entire Agreement. This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by both of the parties.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

John A. Gale, Secretary of State,
Chairman, Nebraska State Records Board
Typed name and title

Date: _____

Signature

Ed Toner, Chief Information Officer
Typed name and title

Date: _____

Signature

COMPLETED PROJECTS - FIRST QUARTER 2018

Partner Name	Project Name	Start Date	Actual End Date
Nebraska State Patrol	NSP CHP Add Text and Fields CR	03/23/18	05/22/18
Southeast Community College	Southeast Community College Event Registration	03/29/18	05/22/18
Secretary of State	SOS - UCC/EFS Records Search - Backend	01/17/18	05/11/18
Nebraska Interactive	Nebraska.gov Website Winner Press Release	05/11/18	05/11/18
Department of Motor Vehicles	DMV DLS CDL COA/Citizen Admin DOB CR	01/25/18	05/07/18
Crete City	City of Crete - Building Inspector Payport	05/01/18	05/03/18
Crete City	City of Crete - Library Payport	05/02/18	05/03/18
Board of Public Accountancy	NBPA Website Press Release	05/03/18	05/03/18
Board of Public Accountancy	BPA Individual License Renewal System Retemplate CR	02/07/18	04/30/18
Board of Public Accountancy	BPA Sole Proprietor License Renewal Retemplate CR	02/07/18	04/30/18
Board of Public Accountancy	BPA Firm License Renewal System Retemplate CR	02/07/18	04/30/18
Nebraska Interactive	NI Server Migration	10/30/17	04/17/18
Administrative Office of the Courts	AOC Appellate eFiling Display Service Methods CR	03/30/18	04/04/18
Orchard Village	Orchard Village NLCC Renewal Local Set Up	02/14/18	04/03/18
Alma City	Alma City NLCC Renewal Local Set Up	03/20/18	04/03/18
Administrative Office of the Courts	AOC Citation Payments Retemplate CR	10/25/17	03/19/18
Clarks Village	Clarks Village Payport	12/18/17	03/19/18
Athletic Commission	Athletic Commission Website Press Release	03/08/18	03/09/18
Nebraska State Records Board	NSRB 2017 Q4 GM Report Template	01/23/18	03/06/18

PROJECTS SCHEDULED FOR COMPLETION - First Quarter 2018

Partner Name	Project Name	Start Date	Target Launch Date	Project Priority Score
Nebraska Department of Agriculture	NDA FFAL Renewal FTP Change	08/16/17	01/26/18	20
Secretary of State	SOS - EFS Continuations & Terminations - Backend	02/14/18	02/01/18	2
Secretary of State	SOS - Corporate Search & Doc Image-Sub - Backend	01/04/18	02/01/18	2
Secretary of State	SOS - Corp Occupation Tax Report Filing - Backend	09/25/17	02/01/18	2
Secretary of State	SOS - Corp Document eDelivery - Backend	11/20/17	02/01/18	2
Secretary of State	SOS - Corp LLC/LLP Tax Report Filing - Backend	01/04/18	02/01/18	2
Secretary of State	SOS - UCC Image Batch - Backend	04/12/18	02/01/18	2
Secretary of State	SOS - Corporate Search & Doc Image-CC - Backend	08/10/17	02/01/18	2
Secretary of State	SOS - Corp Nonprofit Tax Report Filings - Backend	09/15/17	02/01/18	2
Secretary of State	SOS - Corp Annual/Biennial Paper PDF Rpt - Backend	08/02/17	02/01/18	2
Secretary of State	SOS - Corp Record Search-Special Req - Backend	08/10/17	02/01/18	2
Secretary of State	SOS - EFS Original Filing - Backend	02/26/18	02/01/18	2
Secretary of State	SOS - UCC/ Corp Records Search & Retrieval Batch - Backend	01/04/18	02/01/18	2
Nebraska State Patrol	NSP - Concealed Handgun - DMV Photo Share	09/06/17	04/01/18	31
Department of Revenue	NDR - Tax Payment Plan	09/21/17	04/02/18	30
Department of Transportation	NDOT - State Property Damage Payments	06/27/17	04/15/18	19
Engineers and Architects	E&A - License Renewal - Gov2Go	09/19/17	05/01/18	32
Nebraska Liquor Control Commission	NLCC Renewal Daily Email CR	04/12/18	06/20/18	20
Nebraska Department of Agriculture	NDA Small Package Fee Report CCP Integration	07/18/17	07/01/18	19
Nebraska Department of Agriculture	NDA FFAL Tonnage Reports CCP Integration	06/01/18	07/02/18	19



Presents the Nebraska.gov General Manager's Report

January – March 2018

Glossary of Terms

- **Non-Revenue Service:** An application or website developed, hosted, and maintained by Nebraska Interactive that does not process payments.
- **Self Funded Service:** An application developed, hosted, and maintained by Nebraska Interactive that processes payments. Revenue from the service may or may not cover the cost of service, self fund.
- **Revenue:** Funds collected via a portal fee (user/statutory/partner) before revenue share to NSRB, hosting, merchant fees, marketing, etc.
- **Grant:** New application or enhancement funded by a grant obtained by the partner.
- **Time & Materials:** A new application or enhancement funded by the partner on a time and materials rate.

Board of Public Accountancy (BPA): Expanding Services

Introducing the suite of services provided at no cost to the State

NEW! Registration of Certificates

Nebraska Interactive invested 184 project hours, which is \$23,000 upfront to build an online application for the 1250 Certificate Holders in the State. The annual verification submission has no fee associated (no revenue). Now there is an automated import system which Nebraska Interactive maintains and updates.

Hard and Soft Cost Savings to the BPA

- Operational Costs
 - 48 hours of time saved for the BPA staff, folding and stuffing = **dollars saved, \$960**
 - Cost of paper is 1.2 cents per page, toner is 1 cent, and the printer drum is 0.27 cents, the total per-page cost is 2.47 cents x 1250 = **\$3,087 in savings for paper**
 - 1250 envelopes @ .50 each = **\$625 savings for envelopes**
 - Cost of postage @ .49 = **\$612.50 savings** for BPA annually
 - Open, verify and data-entry the returned forms = **62.5 hours of time saved to BPA = \$1,250**
- Savings to the **citizens \$612.50** to return the certificate to the agency

ENHANCED: Firm License Renewal System, Ind. License Renewal System, Sole Proprietor Renewal System

Hard Cost Avoided

- Nebraska Interactive invested
 - 74.5 hours in Firm Renewal
 - 39 hours in Individual Renewal
 - 47.7 hours in Sole Proprietors
 - **Totally 161.2 hours = \$20,150.00**

Soft Cost Avoided

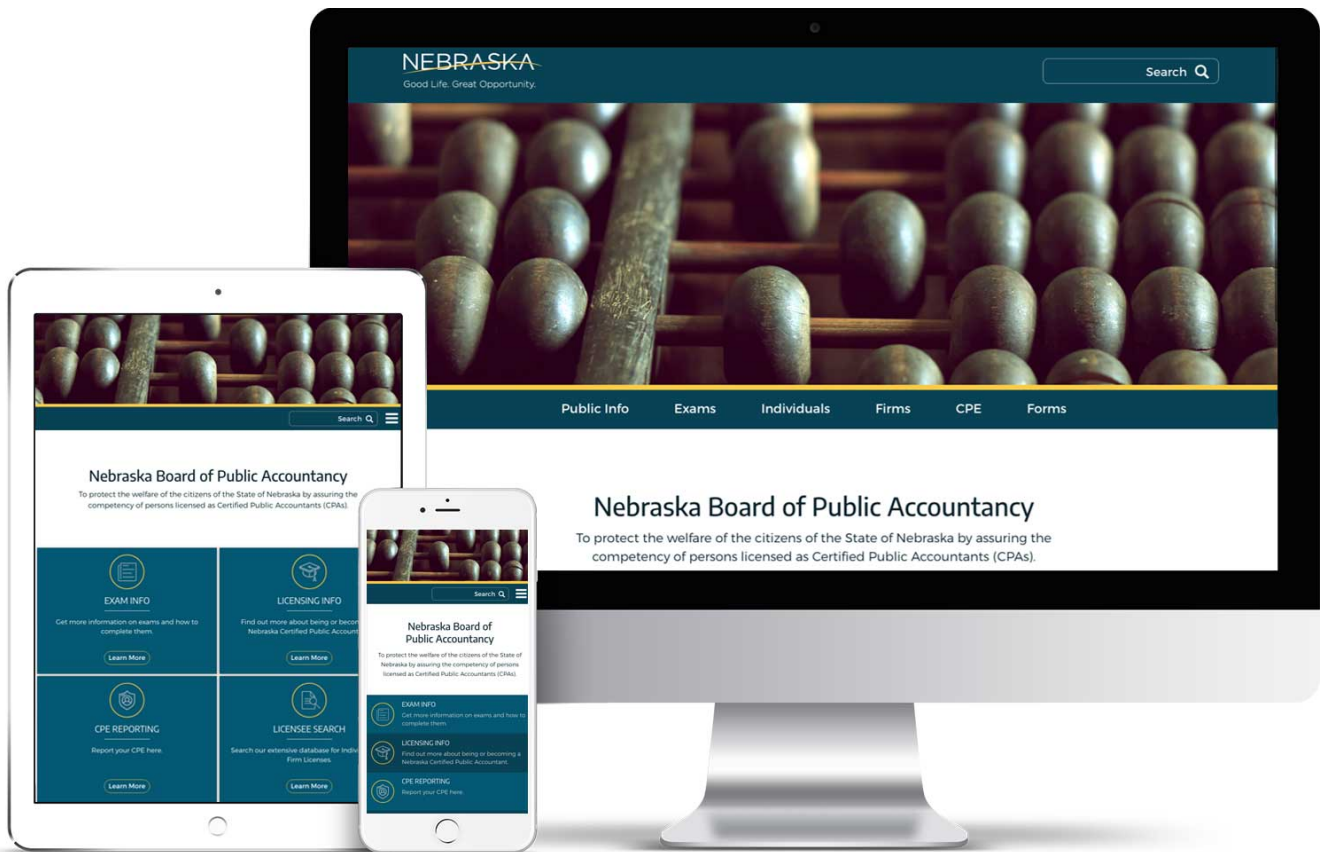
- Additional Security scans and updates which confirms the safety of the data
- Mobile responsive
- 508 Compliant
- Branded for consistency

Board of Public Accountancy: Expanding Services

Website Designs are Subsidized by Revenue Generating Apps.

Hard Costs Saved

- Nebraska Interactive invested 80 project hours charging the agency only \$6,400
- Fair market value if outsourced, \$9,600 to \$12,000
- Saving the BPA **\$3,200 - \$5,600**



Total Board of Public Accountancy Project Savings

New Application for the BPA - Saved
\$23,000 in Development of the Registration of Certificates App

Enhanced Application & Website for the BPA - Saved
\$28,472 in App Enhancements, Paper Processes, Labor Savings, Subsidized Website

Citizens of Nebraska - Saved
\$612.50 Postage Saved

Total Saved \$52,084.50

Nebraska Board of Public Accountancy

Before

After

Nebraska Athletic Commission

Before

After

Nebraska Brain Injury Advisory Council

Before

The screenshot shows a website with a green header containing navigation links: home, about brain injury, resources, training, council, and contacts. The main content area is split into two columns. The left column features a 'Mission Statement' section with a text block and a 'Sign up for our Email Newsletter' form. The right column has a large image of a man looking at brain scan images, with the text 'Nebraskans FACING BRAIN INJURY' and a 'Traumatic Brain Injury Online Training' section featuring a photo of a child on a bicycle. At the bottom, there is a section titled 'The TBI Act'.

After

The screenshot shows a modern website with a large hero image of a child wearing a bicycle helmet. The header includes the council's logo and a menu icon. The main heading reads 'Nebraska Brain Injury Advisory Council' with 'About Us' and 'Training' buttons. Below this is a tagline 'ENGAGE. INTEGRATE. INSPIRE.' followed by a mission statement. The content is organized into three columns: 'THE COUNCIL', 'RESOURCES', and 'STATEWIDE VISION', each with a representative image and a brief description of their role.

Department of Natural Resources

Before

The screenshot shows a cluttered website with a dark blue header containing various navigation links like 'ABOUT', 'NEWS', 'FORMS', 'DATA', 'STATUTES', and 'CONTACT'. The main content area is a grid of small, text-heavy boxes for different topics like 'Water Planning and Integrated Management', 'Surface Water', 'Groundwater', 'Floodplain Management', 'Dam Safety', and 'Field Offices'. The overall design is dated and lacks visual hierarchy.

After

The screenshot shows a clean, modern website with a light blue header containing navigation links: ABOUT, DATA, FORMS, NEBRASKA DEPT. OF NATURAL RESOURCES, SERVICES, CONTACT, and a search icon. The hero image features a fountain with the text 'WATER TODAY. WATER TOMORROW.' Below this is a call-to-action box: 'What can we help you with today?' with a button that says 'I WANT TO KNOW HOW NEBRASKA IS MANAGING WATER.' The footer includes a 'WHO WE ARE' section with a brief description and a 'LEARN MORE' button.

Power Review Board

Before

After

Gamblers Assistance Program

Before

After

Nebraska Center for Nursing

Before

nebraska center for nursing

board & meeting info | newsletter | contact us

Nursing Education
Strategic Plan
Nursing in Nebraska
Nebraska's Nursing Workforce
Position Papers
Recruitment & Retention Resources
For Young People
Mapping
Email the FOUNDATION
Make a Donation to the Nebraska
Center for Nursing Foundation:
[Make a Donation](#)

[JOBS](#)

Rewarding In So Many Ways

The Nebraska Center for Nursing was created by the Nebraska legislature in 2000 to reduce the nursing shortage in the state.

Inside this website, you'll find information about the Center's activities and the nursing workforce. We hope it benefits you and shows nursing as a perfect way to make a difference and a good living all at the same time.

© Copyright 2012 Nebraska Center for Nursing. All rights reserved.

Nursing Education
Nursing in Nebraska
Nebraska's Nursing Workforce
Position Papers
Recruitment & Retention Resources

Board & Meeting Info
Sign up for our Newsletter
Contact Us

After

NEBRASKA CENTER FOR NURSING

88% of RNs encourage others to choose nursing as a career

Nurses are needed in Nebraska

The nursing shortage, most severe in small towns and rural areas, affects both Nebraska's physical health and its economic health. The state's current shortfall is projected to jump to 20% — nearly 4,000 nurses in 2020.

[BEGIN YOUR NURSING CAREER](#)

ABOUT
EDUCATION
BOARD
DATA
RESOURCES
DONATE
SEARCH

NURSING DATA

Public Service Commission

Before

Official Nebraska Government Website
NEBRASKA.GOV

Click to resize the text | All State Agencies | All State Services

NPPC Nebraska Professional Practices Commission

Loading

Home
About
Commission Members & Staff
Case Histories
Calendar
Regulations
Resources
Videos

Welcome

The goal of the NPPC is to develop, promote, and enforce standards of professionalism for Nebraska educators.

The Legislature has declared that teaching in public schools in Nebraska and the related services, including administrative and supervisory services, to be a profession, with all of the rights, responsibilities, and privileges accorded to other recognized professions.

Persons holding Nebraska public school certificates must conduct themselves in a professional manner. The privileges conferred are not absolute, but are conditional. Each certificate holder must maintain the standards required of a Nebraska school certificate holder, as outlined in Title 92, Nebraska Administrative Code, Chapter 27 (92 NAC 27) also known as Rule 27. The failure to maintain these standards may constitute grounds for discipline of the certificate holder ranging from a private admonishment to the revocation of an educator's certificate.

The NPPC holds hearings on Petitions filed by the Commissioner of Education and makes recommendations regarding educators' certificates after complaints and investigations have shown that a violation may have occurred.

For Regulations Concerning Teacher and Administrator Professional Practices Hearing and/or Regulations Concerning Teacher and Administrator Certificate Reinstatement, see Title 95, Nebraska Administrative Code, Chapter 1 and/or Title 95, Nebraska Administrative Code, Chapter 2.

For a summary of yearly cases and more detailed information email the clerk at: kelly.muthersbaugh@nebraska.gov.

Upcoming Events

- Commission Meeting 12/10/2016 (All day)
- Commission Meeting 03/25/2017 (All day)
- Commission Meeting 06/14/2017 (All day)

301 Centennial Mall South | P.O. Box 94941 | Lincoln, NE 68509 | Phone: (402) 471-2943 | Fax: (402) 471-3698
Contact the webmaster | Nebraska.gov | Policies | Login

After

About | Commission Members & Staff | Case Histories | Regulations | Resources | Videos | Calendar

NPPC Nebraska Professional Practices Commission

About Us

The role and mission of the Nebraska Professional Practices Commission is to develop, promote and enforce standards of professionalism for Nebraska educators. This includes ethical and professional performance, competency and continuation in professional service.

[Learn More](#)

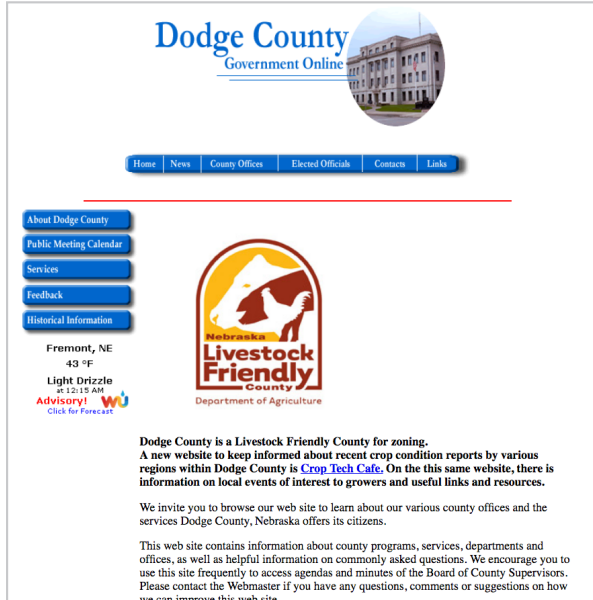
FEATURED PAGES
[About NPPC](#)

CASE HISTORIES
[Revocations](#)

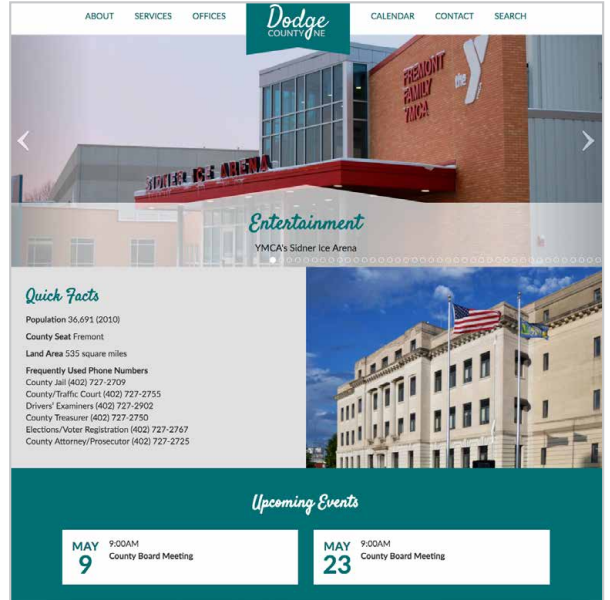
VIDEOS
Nebraska educators are held to high professional standards. To

Dodge County Nebraska

Before

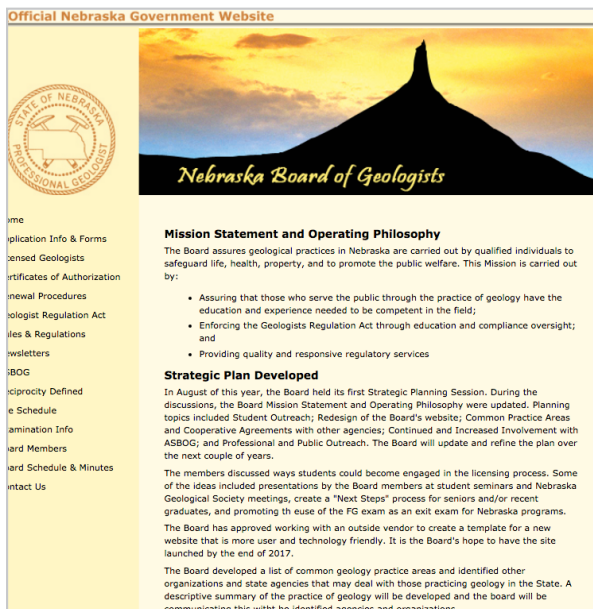


After



Board of Geologists

Before



After



Sarpy County Nebraska

Before



The screenshot shows a dated website with a dark blue header and a sidebar on the left. The main content area is cluttered with various text-based announcements and links. A prominent red box highlights a notice about office closures on Friday, April 28, in observance of Arbor Day. Other notices include information about license testing, a no-smoking campus, and property search services. The layout is text-heavy and lacks a cohesive visual theme.

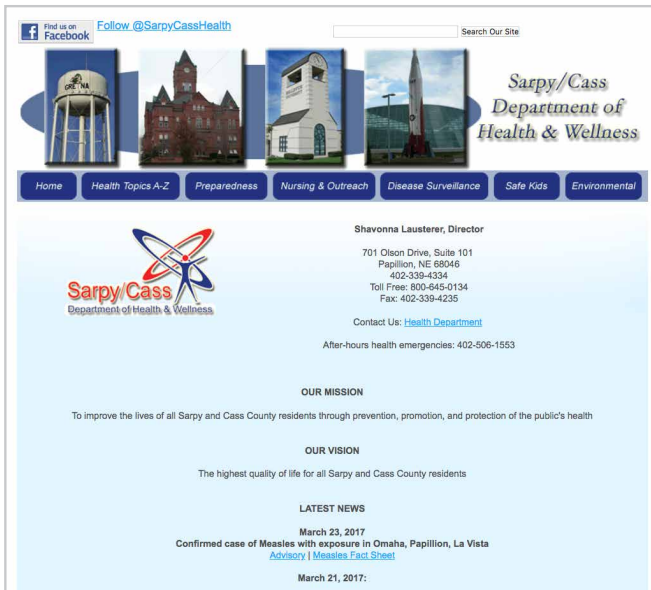
After



The screenshot shows a modern, clean website with a light blue and white color scheme. The header features the Sarpy County logo and a search bar. A large hero image of the county administration building is prominently displayed. Below the hero image, there are several service tiles with icons, including 'Sarpy County Property Search', 'Employment Opportunities', 'GIS Internet Mapping Service', 'Sarpy County Forms', 'Court Case Calendar', and 'Vehicle Registration & Vehicle Renewal'. The layout is organized and user-friendly.

Sarpy/Cass Health Department

Before



The screenshot shows a dated website with a light blue and white color scheme. The header includes a Facebook link and a search bar. The main content area features a collage of images representing various health services. Below the images, there is a navigation menu with buttons for 'Home', 'Health Topics A-Z', 'Preparedness', 'Nursing & Outreach', 'Disease Surveillance', 'Safe Kids', and 'Environmental'. The text is centered and includes contact information for Shavonna Lausterer, Director, and a section for 'OUR MISSION' and 'OUR VISION'. The layout is somewhat cluttered and lacks a cohesive visual theme.

After



The screenshot shows a modern, clean website with a light blue and white color scheme. The header features the Sarpy/Cass Health Department logo and a search bar. A large hero image of a healthcare professional interacting with a patient is prominently displayed. Below the hero image, there are several service tiles with icons, including 'Active Aging', 'Our Vision', 'Our Mission', and 'Our Organizational Values'. The layout is organized and user-friendly.

NIC technology provides Nebraska Interactive the ability to create the Digital Citizen

The Mobile App You Download Once

New
Biometric & Social Login

New
Gov2Go
Chatbot

New
“Advanced
Invoicing”

HIGHLIGHTS | GOV2GO

BIOMETRIC & SOCIAL LOGIN— People will soon be able to log in to the Gov2Go app using their device's **biometric login** capabilities. This feature will streamline the Gov2Go app and follow suit with where app technology is headed today. Gov2Go is also working on the ability to authenticate users using established **social account login** information.

NEW GOV2GO CHATBOT— Currently, when people set up a Gov2Go account, they are asked a specific set of questions so Gov2Go can get to know their civic needs. Later this summer, Gov2Go will roll out a new chatbot feature designed to onboard new users. The **onboarding chatbot** will assume a friendly, conversational tone to guide users through the onboarding process. The chatbot will ask them to identify themselves, their preferences and the services they would like to add. The chatbot feature is expected to expand in the future to support other functions, such as state specific FAQs and Help & Support.

NEW 'ADVANCED INVOICING'— In mid-May, Gov2Go will roll out a new **advanced invoicing administrative feature** that enables the ability to add and edit inputs in payment-based services. This allows administrators to create required, optional and conditional inputs for each transaction. For example, a transaction can include an optional donation or business logic that determines a final payment amount. The goal of Advanced Invoicing is to make a wider range of typical portal transaction types possible inside Gov2Go.

NEXT IN NEBRASKA – DMV, Vehicle Registration and Renewal expected in Q3

NIC technology provides Nebraska Interactive the ability to create the Digital Citizen

The Mobile App You Download Once

**Award Winning Technology
May 2018**

NIC's Gov2Go, the nation's first personal assistant for government, received the "Impacter" Dynamite Award at the 2018 American Council for Technology and Industry Advisory Council's (ACT-IAC) Igniting Innovation Conference and Awards on May 11, 2018 in Washington, D.C. ACT-IAC holds the Igniting Innovation event each year to recognize the most innovative uses of technology to benefit government programs and services to citizens. The "Impacter" category acknowledges "the innovation with the greatest magnitude of results and benefits, both quantitative and qualitative."



"We are delighted to be honored with a dynamite award from ACT-IAC," said Amy Sawyer, NIC General Manager. "The recognition of Gov2Go reinforces our belief that citizen-centric solutions are foundational to good government."

2018 Q1 Services Produced & Enhanced

Day by Day We Work for the Nebraskan Citizens Creating More Services and Improving Current Services

Services Expanding: Adding new Services and Improving Others

113 Changes were developed and deployed for 64 services

We work ongoing to make improvements to our services so they work more effectively and securely

16 New Services Launched

- DHHS Central Registry (Payment Processing Only)
- DHHS Central Registry Subscriber
- DMV Commercial Driver License (CDL) Testing 3rd Party API (Retrieve Appts)
- DMV Commercial Driver License (CDL) Testing 3rd Party API (Send Test Results)
- NDA Application to Sell/Distribute Feed, Fertilizer, Soil Conditioners, Ag Lime
- NDA Domesticated Cervine Animal Facility Permit Application
- NDA Permit to Sell Ag, Veg, Flower Seed
- NDA New Pesticide Dealer License To Distribute Pesticides Application
- NDA Exemption from License to Distribute Pesticides Application
- NDA New Registration of a Pesticide Product Application
- NDA Nursery Stock Distributor License
- Department of Labor Event Registration
- Clarks Village PayPort
- Lewis and Clark Natural Resources District PayPort
- NLCC Renewal Local Setup for City of Broken Bow
- NDA European Corn Borer Certificate Order Form



5 New Websites Developed

- ATH Website
- BOG Website
- Dodge County Website
- NBIAC Website
- NPRB Website

435.1 Development Hours Provided at No Cost = \$54,387.50

2018 Q1 Marketing and Business Report

Working daily for the Nebraskan Citizens - Creating More Services and Improving Current Services

Services Expanding

- 16 New Services launched
- 5 New Websites built
- 113 Changes were developed and deployed for 64 services.

We work ongoing to make a improvements to our services work more effectively and securely

Business Development

- Added 2 State Agencies with PayPort
- Signed up Southeast Community College with Event Registration
- Added 5 Cities, Villages and Political Subdivisions with PayPort

Contributions to the Bottom Line

- \$60,160,029 in partner revenue generated
- Securely conducted 3,284,264 transactions
- \$421,452 paid by Nebraska Interactive in Merchant Fees

Social Media helps us Reach Citizens

Facebook Impressions
30,450
The number of times a post from the page is displayed

Twitter Organic Impressions
450,700
Times a user is served a Tweet in timeline or search result

LinkedIn Impressions
1,135
The number of times a post from the page is displayed

Viewers going to the app or website!
Link Clicks
2,762 Twitter, 215 Facebook, 10 LinkedIn

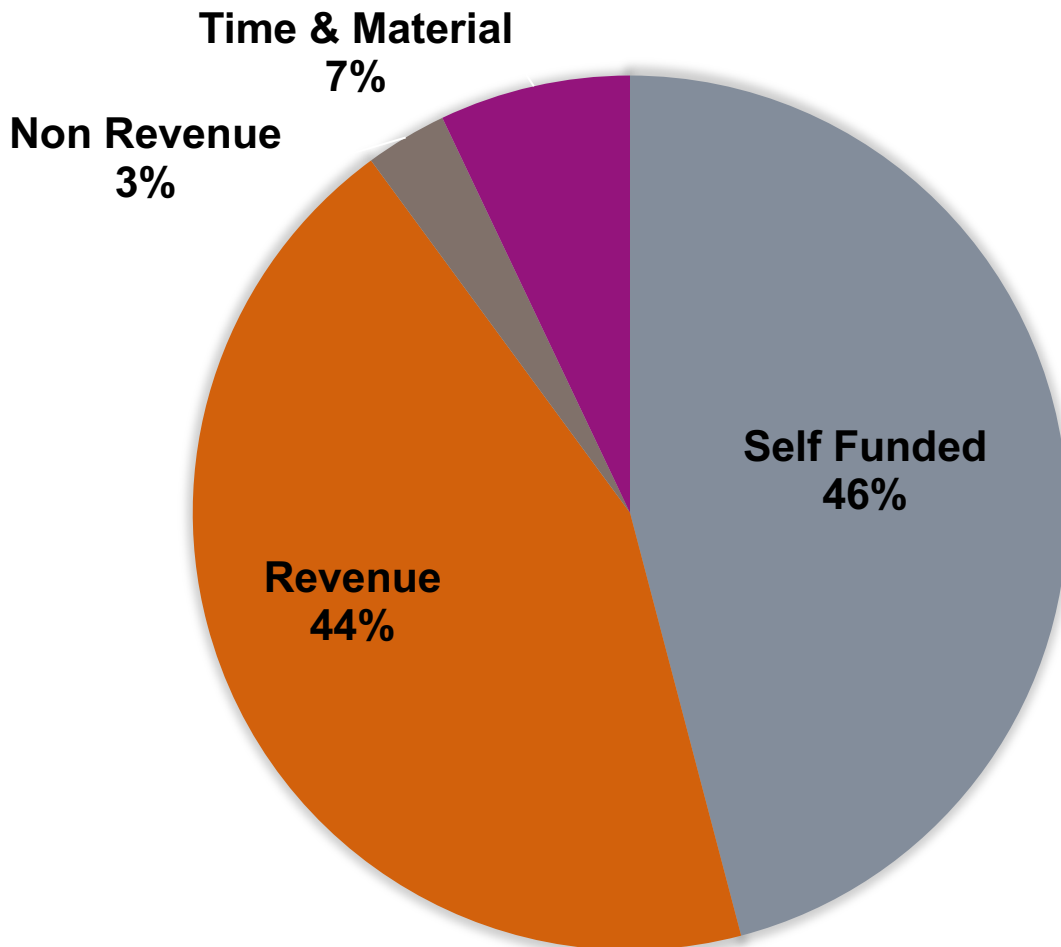
Awards Recognize Nebraska Innovations
9 Winners in Quarter 1, 2018



- StateScoop 50: Nebraska State Patrol
 - Communicator Award of Excellence
 - Protect the Good Life
 - Department of Motor Vehicles
 - Nebraska.gov
- Communicator Award of Distinction
 - Nebraska.gov
 - Department of Motor Vehicles
- Nebraska Department of Natural Resources
 - Graphic Design USA
- Department of Natural Resources
 - Department of Motor Vehicles

Quarter 1 2018

Time Spent on Revenue vs. Non-Revenue Generating Projects Logged



For definitions, please see Glossary of Terms on page 3

Appendix 1

Appendix 2