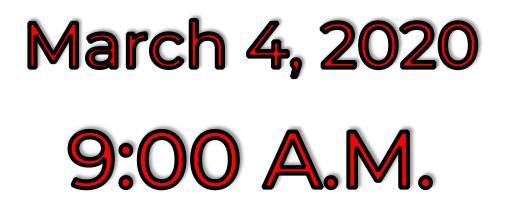




ROOM 1510 STATE CAPITOL



*** Proof of Publication ***

State of Nebraska) Lancaster County) SS.

NE SECRETARY OF STATE RECORDS MANAGEMENT DIVISION 440 S 8TH STE 210 LINCOLN, NE 68508

ORDER NUMBER 895325

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

successive times(s) the first insertion having been on

MA/II 4, 20 ZO and thereafter on

, 20 and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

Mary wette

Section: Class Legals Category: 0099 LEGALS PUBLISHED ON: 02/04/2020

TOTAL AD COST:

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2/4/2020

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

Subscribed in my presence and sworn to before me on

20 20 artin Notary Public

🐴 GEI	VERAL NOTARY - State of Nebraska
	SUSAN R. MARTIN
The second second	My Comm. Exp. August 20, 2020

NOTICE OF PUBLIC MEETING Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for March 4, 2020, at 9:00 AM, Nebraska State Capitol, Room 1510, Lincoln, NE. At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410. An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at staterecords-board nebraska.gov. If auxiliary alds or reasonable accommoda-tions are needed for attendance at the heard's website at staterecords-board nebraska.gov. If auxiliary alds or reasonable accommoda-tions are needed for attendance at the hearing, please call the Nebras-ka State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an Inter-preter. #895325 11 Feb 4 preter. #895325 1t Feb 4

Meeting

Nebraska State Records Board

DATE OF ACTIVITY	TIME OF ACTIVITY
Wednesday, 03/04/2020	9:00 AM
LOCATION	DETAILS
Room 1510, State Capitol	NSRB Quarterly Meeting
MEETING AGENDA	MEETING MATERIALS
https://staterecordsboard.nebraska.gov	https://staterecordsboard.nebraska.gov
/	/
NAME	EMAIL
Colleen Byelick Chief Deputy/General	Colleen.byelick@nebraska.gov
Counsel	AGENCY WEBSITE
ADDRESS 1445 K Street Suite 2300 Lincoln, NE 68509-4608	https://staterecordsboard.nebraska.gov /

TELEPHONE

(402) 471-8076

NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol, Room 1510 Lincoln, NE March 4, 2020, 9:00 A.M.

- 1. CALL TO ORDER, ROLL CALL
- 2. ANNOUNCEMENT OF OPEN MEETINGS ACT
- 3. NOTICE OF MEETING
- 4. Action Item: ADOPTION OF AGENDA
- 5. APPROVAL OF MINUTES Action Item: Approval of September 18, 2019 meeting minutes.
- APPROVAL OF FINANCIAL REPORT

 a) Action Item: Approval of the September 30, 2019 Cash Fund Balance Report
 b) Action Item: Approval of the December 31, 2019 Cash Fund Balance Report
- 7. PUBLIC COMMENT
- 8. NEW BUSINESS
 - a) Action Item: FIRST AMENDMENT TO PORTAL CONTRACT CONTENT MANAGEMENT RATE (MEADOWLARK WEBSITES)
- 9. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF AGREEMENTS

(Signed by Chairperson Evnen pursuant to Board authority)

- Non-Action Item: EGSLA City of Benkelman, Buffalo County, City of Dakota City, Village of Guide Rock, City of Harvard City of Indianola, Village of Litchfield, Pawnee County Rural Water District 1, Phelps County, City of Scribner, City of Tecumseh, Upper Big Blue NRD, City of Wakefield.
- Non-Action Item: Citizen Payment Processing City of Dakota City, City of Harvard, City of Indianola, Lower Platte North NRD, Pawnee County Rural Water District, Sarpy County, City of Tecumseh, Department of Transportation, Upper Big Blue NRD, City of Wakefield
- Non-Action Item: PayPort City of Benkelman, Buffalo County, Village of Guide Rock, Village of Litchfield, City of Scribner, Supreme Court, City of Tecumseh.
- 4. **Non-Action Item:** SOW-Amendment 1 Department of Revenue, SOW-Amendment 1 Secretary of State, SOW-State Patrol
- 5. Non-Action Item: Supreme Court Addendum 17 Court Record Index

- b) REVIEW OF PROJECT STATUS REPORTS
- 10. NEBRASKA INTERACTIVE REPORTS
 - a) Action Item: Project Priority Report Q3
 - b) Action Item: Project Priority Report Q4
 - c) General Manager's Report
- 11. DATE FOR NEXT MEETING June 3, 2020, 9:00 a.m. Nebraska State Capitol, Room 1510
- 12. ADJOURNMENT

Last Updated 02/21/2020



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of September 18, 2019

Agenda Item 1. CALL TO ORDER, ROLL CALL. The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairperson Robert B. Evnen at 9:00 a.m. on September 18, 2019, in Room 1507 of the State Capitol, Lincoln, Nebraska.

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

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

Absent

M. John Steier, representing the Banking Industry

Vacant member positions:

Representative of the Legal Profession Representative of the Libraries

Staff in attendance:

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

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

Agenda Item 3. NOTICE OF MEETING. The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on August 22, 2019, and on the state's public meeting calendar website. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

Agenda Item 4. ADOPTION OF AGENDA. The Chairperson brought to the Board's attention the adoption of the agenda. Mr. Foley moved to adopt the Agenda as presented. Mr. Murante seconded the motion. There was no discussion on the adoption of the agenda.

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

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to adopt the minutes of the June 5, 2019 meeting. Mr. Ojeda moved to adopt the minutes. Ms. Stenger seconded the motion. Mr. Foley moved to strike the following sentence from page three of the draft minutes, "Guardians are not allowed to request under the current system." Mr. Ojeda and Ms. Stenger accepted Mr. Foley's amendment to the minutes as a friendly amendment. The Chairperson restated that the question to be voted on was the adoption of the minutes with the sentence, "Guardians are not allowed to request under the current system." Stricken from page three of the draft minutes. There was no further discussion.

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

The motion carried.

Agenda Item 6. APPROVAL OF FINANCIAL REPORT. Colleen Byelick, Chief Deputy and General Counsel for the Secretary of State provided an overview of the June 30, 2019 Cash Fund Balance report. Mr. Foley moved to approve the June 30, 2019 Cash Fund Balance report. Mr. Ojeda seconded the motion. There was no further discussion.

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

Absent:

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

Agenda Item 8. OLD BUSINESS.

Agenda Item 8.a. Tabled Agreements & Addenda:

Steier

Agenda Item 8.a.1. Nebraska Department of Health and Human Services Addendum 12: Nebraska Department of Health and Human Services Addendum 12 regarding vital records was considered at the June 5, 2019 meeting and was subsequently tabled to give the Board more time to review the addendum. Deputy Director Newmyer with the Nebraska Department of Health and Human Services was called upon to provide the current status of the addendum. Ms. Newmyer testified that the Department of Health and Human Services was withdrawing the addendum. The Chairperson stated that no further action was necessary as the matter had been previously tabled and there was no motion to take the matter off the table.

Agenda Item 9. NEW BUSINESS.

Agenda Item 9.a. Revised Agreements & Addenda (No Fee Change)

Agenda Item 9.a.1. Nebraska State Fire Marshal Addendum 5: The Chairperson explained Nebraska State Fire Marshal Addendum 5 and Addendum 6 together indicating that the purpose of these addenda was to transfer the services listed in the addenda from the Nebraska Department of Labor to the State Fire Marshal. There was no change other than the body that was performing the services and explained this was being done pursuant to a statutory change regarding responsibilities for elevators and boiler inspections. Mr. Foley moved to adopt Nebraska State Fire Marshal Addendum 5. Mr. Karpisek seconded the motion. There was no further discussion.

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

The motion carried.

Agenda Item 9.a.2 Nebraska State Fire Marshal Addendum 6: The Chairperson explained Nebraska State Fire Marshal Addendum 5 and Addendum 6 together as indicated above. A motion to adopt Nebraska State Fire Marshal Addendum 6 was made by Ms. Stenger. The motion was seconded by Mr. Ojeda. There was no further discussion.

Voting For:	Evnen Donley	Foley Murante	Karpisek Ojeda	Jackson Stenger	Weir
Voting Against:	None				
Absent:	Steier				
The motion carried.					

Agenda Item 9.b. Revised Agreements & Addenda (Clarification – Transaction Types)

Agenda Item 9.b.1. Nebraska Department of Motor Vehicles Revised Addendum 12: The Chairperson indicated that the following two addenda were revised addenda which clarified additional transaction types being added to existing Department of Motor Vehicle services. Mr. Foley moved to adopt Department of Motor Vehicle Revised Addendum 12. Mr. Murante seconded the motion. There was no further discussion.

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

The motion carried.

Agenda Item 9.b.2. Nebraska Department of Motor Vehicles Revised Addendum 13: The Chairperson indicated that this was the second addendum from the Department of Motor Vehicles which added additional transaction types to an existing Department of Motor Vehicle service. Mr. Karpisek moved to adopt Department of Motor Vehicles Revised Addendum 13. Mr. Weir seconded the motion. Mr. Foley asked about the swipe hardware that would be provided to the Department as it was difficult to discern from the copy of the Revised Addendum provided to the Board. Ms. Byelick indicated that 40 "FD-40" swipe devices were provided by Nebraska Interactive to the Department of Motor Vehicles pursuant to Revised Addendum 13. Mr. Foley also asked about the swipe devices related to Revised Addendum 12. Ms. Byelick indicated that 80 "Magtek DynaPads" swipe devices were provided by Nebraska Interactive to the Department of Revised Addendum 12. There was no further discussion regarding Revised Addendum 13.

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

The motion carried. The Chairman requested that the minutes reflect the discussion regarding the swipe devices.

Agenda Item 9.c. New Services

Agenda Item 9.c.1. Nebraska Department of Motor Vehicles Addendum 15: Rhonda Lahm, Director of the Department of Motor Vehicles testified regarding Addendum 15. Director Lahm indicated that the purpose of this addendum was to allow renewals of fleet vehicles. Director Lahm explained this service would allow motor vehicle owners who have between 25 to 2500 vehicles the ability to renew all vehicles in one group, instead of individually. Director Lahm indicated that several pricing models were considered but that .5% of the DMV fee was determined to be the best pricing model for a number of reasons. Director Lahm indicated that the DMV believed the proposed pricing model was the most fair, that it would lead to adoption of the service, that the fee was appropriate for the service provided and that the fleet renewal fee would be less expensive than if the owners were to renew each vehicle individually. The Board members asked several questions regarding the proposals. Walter Weir inquired as to whether there could be a quantification of savings, such as an impact statement showing possible savings for citizens or for the state. The Chairperson asked Director Lahm if she could provide further information in response to Mr. Weir's inquiry if the Addendum was adopted. Mr. Murante moved to adopt Department of Motor Vehicle Addendum 15. Mr. Foley seconded the motion.

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

The motion carried.

Agenda Item 9.c.2. Nebraska Department of Motor Vehicles Addendum 16: Rhonda Lahm, Director of the Department of Motor Vehicles testified regarding Addendum 16. Director Lahm explained that this service would give motor vehicle dealers the ability to title a vehicle at the time of purchase. She stated that motor vehicle dealers have been asking for this service. She indicated this would be a voluntary service for both the dealer and the purchaser. She further indicated that dealers would have to be approved to participate. She indicated the pricing for the proposed service was consistent with other online business filings. Director Lahm indicated a potential time savings for county treasurers if the title is issued at the dealership as opposed to at the county office. Ms. Donley moved to approve Department of Motor Vehicle Addendum 16. Mr. Murante seconded the motion.

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

The motion carried.

Agenda Item 10. EXECUTIVE DIRECTOR'S REPORT.

Agenda Item 10.a. Review of Template Agreements: Ms. Byelick indicated two statement of work had by signed by the Chairperson pursuant to Board authority since the last meeting.

Agenda Item 10.a.1 Nebraska State Patrol SOW: Ms. Byelick presented the statement of work for the Nebraska State Patrol which was signed by Chairperson Evnen pursuant to Board authority.

Agenda Item 10.a.2 Secretary of State SOW: Ms. Byelick presented the statement of work for the Secretary of State which was signed by Chairperson Evnen pursuant to Board authority.

Agenda Item 10.b. Review of Project Status Report: Ms. Byelick presented the Project Status Report. Ms. Byelick indicated that all agencies with outstanding projects open at the end of the second quarter were contacted and asked to provide feedback regarding their projects with Nebraska Interactive. Ms. Byelick summarized the feedback that was received from the various state agency partners. Mr. Weir asked if the agencies could be requested to provide information on whether the project was within the initial cost estimate. Ms. Byelick clarified that this was for time and material projects and noted that the State Patrol MCDV project was the only time and material project in the current report.

Agenda Item 11. NEBRASKA INTERACTIVE REPORTS.

Agenda Item 11a. Project Priority Report Q2: Ms. Byelick indicated that the project priority report was as of August 6, 2019 and that the Board members could follow the progress of the projects on the Board's website. In response to Mr. Weir's questions regarding time and material work, Mr. Hoffman indicated that the State Patrol MCDV project was being funded by a federal grant and also indicated that if a time and material project would go over the initial estimate that an amendment to the statement of work would have to be submitted. Mr. Hoffman gave an update on the Project Priority Report for the second quarter. The Board did not have any questions regarding the report. Mr. Weir moved to approve the Project Priority Report, which was seconded by Mr. Karpisek. There was no further discussion.

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

The motion carried.

Agenda Item 11.b. General Manager's Report: Mr. Hoffman provided an overview of the General Manager's Report for the second quarter. The Board members asked Mr. Hoffman several questions regarding the report.

Agenda Item 12. DATE FOR NEXT MEETING. The Chairperson announced the next NSRB

meeting will be held on December 11, 2019, at 9:00 a.m., in Room 1507 of the State Capitol.

Agenda Item 13. ADJOURNMENT. The Chairperson declared the meeting adjourned at 10:24 a.m.

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

NSRB - CASH FUND BALANCE State Records Board - Revenues & Expenditures & Transfers July 1, 2019 through September 30, 2019

With comparative figures for July 1, 2018 through September 30, 2018

FY 19-20

		Prior Year		Prior Year		Prior Year	Year to Date	Year to Date
	<u>July 2019</u>	<u>July 2018</u>	<u>Aug 2019</u>	<u>Aug 2018</u>	<u>Sept 2019</u>	<u>Sept 2018</u>	<u>FY 19-20</u>	<u>FY 18-19</u>
Revenues:								
	¢0.(0.401.00		#000 000 10	#750 55 0 00		¢00(050 11	#2.002.(04.04	# 2 204 0 2 1 00
Sale of Subscriber Services	\$868,401.23	\$727,415.96	\$983,338.10	\$750,552.92	\$1,070,955.61	\$826,853.11	\$2,922,694.94	\$2,304,821.99
General Business Fees Driver Records	\$56.00	\$31.00	\$35.00	\$36.29	\$57.00	\$80.00	\$148.00	\$147.29
Investment Income	\$535.00 \$2,173.48	\$372.00	\$645.00 \$1,577.89	\$475.00	\$488.00	\$732.00	\$1,668.00 \$5,336.64	\$1,579.00
		\$2,115.99	. ,	\$1,755.51	\$1,585.27	\$1,297.08		\$5,168.58
Total	\$871,165.71	\$729,934.95	\$985,595.99	\$752,819.72	\$1,073,085.88	\$828,962.19	\$2,929,847.58	\$2,311,716.86
Evenenditures								
Expenditures:	# FF2 0.40 2 0	\$110 0 5 0 57	¢(20,000,(2		#505 0.44 54		#1.010.010 F1	¢1. (00. (00. (0
State Agency Transfers	\$553,069.20	\$449,979.56	\$639,899.63	\$464,456.61	\$725,341.71	\$516,186.45	\$1,918,310.54	\$1,430,622.62
NIC	\$214,790.08	\$232,535.07	\$232,735.56	\$234,958.08	\$234,823.12	\$258,380.57	\$682,348.76	\$725,873.72
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$20,084.07	\$9,492.66	\$20,305.19	\$9,492.45	\$19,618.62	\$9,898.00	\$60,007.88	\$28,883.11
Misc. Expense	\$1,189.15	\$588.30	\$4,908.72	\$623.96	\$683.62	\$356.13	\$6,781.49	\$1,568.39
Total	\$789,132.50	\$692,595.59	\$897,849.10	\$709,531.10	\$980,467.07	\$784,821.15	\$2,667,448.67	\$2,186,947.84
Net Increase (Decrease)	\$82,033.21	\$37,339.36	\$87,746.89	\$43,288.62	\$92,618.81	\$44,141.04	\$262,398.91	\$124,769.02
()	. ,	. ,	. ,	. ,	. ,	. ,	. ,	
Transfers Out*	(\$58,294.00)	(\$510,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$58,294.00)	(\$510,000.00)
Transfers Out	(450,294.00)	(\$\$10,000.00)	ψ0.00	φ0.00	ψ0.00	ψ0.00	(\$00,294.00)	(\$\$10,000.00)
Fund Balance	\$870,740.49	\$626,932.01	\$958,487.38	\$670,220.63	\$1,051,106.19	\$714,361.67	\$1,051,106.19	\$714,361.67
=								
Fund Balance-Local Agency	\$533.06	\$520.35	\$534.16	\$521.34	\$535.26	\$522.35	\$535.26	\$522.35
i unu bulance-Local Agency	ψ555.00	ψ020.00	ψυυ 4. 10	ψ021.04	ψ000.20	ψυΖΖ.Ου	φ555.20	ψυΖΖ.30
Pagarda Managamant Cash Frond								
Records Management Cash Fund								
Balance	\$871,273.55	\$627,452.36	\$959,021.54	\$670,741.97	\$1,051,641.45	\$714,884.02	\$1,051,641.45	\$714,884.02

*LB294 (2019) required \$58,294 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2020. The transfer was made on July 15, 2019.

NSRB - CASH FUND BALANCE

State Records Board - Revenues & Expenditures & Transfers

October 1, 2019 through December 31, 2019

With comparative figures for October 1, 2018 through December 31, 2018

FY 19-20

		Prior Year		Prior Year		Prior Year	Year to Date	Year to Date
	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Nov 2019</u>	<u>Nov 2018</u>	<u>Dec 2019</u>	<u>Dec 2018</u>	<u>FY 19-20</u>	<u>FY 18-19</u>
Revenues:								
	#1 00 (70 0 00	#70050010	#1 0 00 007 00	#0 00 504 07		#00/ 40F 40	#< 105 005 4<	ф. 4 ПП . 41.4 ОП
Sale of Subscriber Services	\$1,026,729.99	\$729,592.10	\$1,032,327.80	\$833,504.86	\$1,213,554.73	\$906,495.42	\$6,195,307.46	\$4,774,414.37
General Business Fees Driver Records	\$83.00	\$47.00	\$67.00	\$48.00	\$26.00	\$58.00	\$324.00	\$300.29
Investment Income	\$357.00 \$1,658.85	\$336.00	\$325.00 \$2,531.19	\$363.00	\$373.00 \$2,577.08	\$284.00	\$2,723.00 \$12,103.76	\$2,562.00
		\$1,465.77		\$1,432.11	. ,	\$1,863.42	. ,	\$9,929.88
Total	\$1,028,828.84	\$731,440.87	\$1,035,250.99	\$835,347.97	\$1,216,530.81	\$908,700.84	\$6,210,458.22	\$4,787,206.54
Expenditures:								
-	¢710 772 01	¢469.009.07	¢(05 0(2 02	¢500.770.05	¢001 E02 02	¢(07.070.00	¢4 004 051 00	¢2.000.000.52
State Agency Transfers	\$719,773.81	\$468,028.27	\$695,263.92	\$533,778.35	\$901,502.93	\$627,870.28	\$4,234,851.20	\$3,060,299.52
NIC	\$211,347.94	\$219,895.26	\$231,960.67	\$250,422.54	\$207,649.20	\$229,736.73	\$1,333,306.57	\$1,425,928.25
Grant Payments Personal Services	\$0.00	\$0.00	\$0.00 ¢10 720 15	\$0.00 \$9,492.19	\$0.00	\$0.00	\$0.00	\$0.00 #E7.2(0.17
	\$10,728.93 \$331.56	\$9,492.19 \$918.26	\$10,729.15 \$1,285.38	\$9,492.19 \$431.07	\$10,728.89 \$694.90	\$9,492.68 \$777.11	\$92,194.85 \$9,093.33	\$57,360.17
Misc. Expense			. ,		1.1.1.1.1.1.1			\$3,694.83
Total	\$942,182.24	\$698,333.98	\$939,239.12	\$794,124.15	\$1,120,575.92	\$867,876.80	\$5,669,445.95	\$4,547,282.77
Net Increase (Decrease)	\$86,646.60	\$33,106.89	\$96,011.87	\$41,223.82	\$95,954.89	\$40,824.04	\$541,012.27	\$239,923.77
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$58,294.00)	(\$510,000.00)
Fund Balance	\$1,137,752.79	\$747,468.56	\$1,233,764.66	\$788,692.38	\$1,329,719.55	\$829,516.42	\$1,329,719.55	\$829,516.42
	, ,							
Fund Balance-Local Agency	\$536.34	\$523.36	\$537.36	\$524.35	\$538.37	\$525.40	\$538.37	\$525.40
Records Management Cash Fund								
e		*- ·- · · · · · · · · · ·	** ** * * * * * * *			****		****
Balance	\$1,138,289.13	\$747,991.92	\$1,234,302.02	\$789,216.73	\$1,330,257.92	\$830,041.82	\$1,330,257.92	\$830,041.82

*LB294 (2019) required \$58,294 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2020. The transfer was made on July 15, 2019.

FIRST AMENDMENT

to the

Contract for Services

Between

the Nebraska State Records Board on behalf of the

State of Nebraska

and

Nebraska Interactive, LLC

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

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

1. **Section II.W.6.** of the Contract is deleted from the Contract and replaced in its entirety with the following:

The Contractor may charge a fixed hourly rate for additional consulting services for time and material projects for the State not to exceed the rates specified below. The Contractor warrants that the prices do not violate any existing federal, state, or municipal law or regulations concerning price discrimination or price fixing. The Contractor also agrees to hold the State harmless from any such violation. There is no guarantee on the number of hours that will be used. All travel expenses are included in the rate. At renewal time, rates may increase by no more than five (5) percent.

	Pricing Spreadsheet (Role/title)	Hourly rate
1.	Management	\$ 210.00
2.	Developer	\$ 110.00
3.	Developer – Senior	\$ 140.00
4.	Project Management	\$ 110.00
5.	Project Manager – Senior	\$ 140.00
6.	Support	\$ 70.00
7.	Creative	\$ 80.00
8.	Marketing	\$ 80.00
9.	System Administrator	\$ 95.00
10.	System Administrator - Senior	\$ 120.00
11.	Content Management – Meadowlark Websites	\$ 110.00

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

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

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

(date)

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

Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	NSRB Chairman <u>Signature</u>
Benkelman, City of	09/22/2019
Buffalo County	12/17/2019
Dakota City, City of	12/17/2019
Guide Rock, Village of	10/28/2019
Harvard, City of	12/17/2019
Indianola, City of	09/22/2019
Litchfield, Village of	12/17/2019
Pawnee County Rural Water District 1	9/22/2019
Phelps County	12/17/2019
Scribner, City of	12/18/2019
Tecumseh, City of	12/18/2019
Upper Big Blue Natural Resource District	12/18/2019
Wakefield, City of	10/28/2019

Electronic Government Service Level Agreement with City of Benkelman

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

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

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

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

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

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

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	City of Benkelman, Mayor 126 7th Avenue East PO Box 347 Benkelman, NE 69021		
Phone:	308-423-2540		
Email:	cityben@bwtelcom.net		
Mailing Address:	Nebraska Interactive		
	1135 M Street, Suite 220		
	Lincoln, NE 68508		
Phone:	402-471-7810		
Fax:	402-471-7817		
Email	ne-general-manager@nicusa.com		
Mailing Address:	Nebraska State Records Board		
	Secretary of State		
	1445 K Street, Suite 2300		
	Lincoln, NE 68509		
Phone:	402-471-1572		
Fax:	402-471-3237		

- 8. TERMINATION OF AGREEMENT
 - a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
 - b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Hoffman Brent General Manager

Date

City of Benkelman ale. Robert Rhoades

Robert Rhoad Mayor

Date

Nebraska State Records Board (NSRB)

me Secretary of State, Robert B Evnen

9/22/2019

Chairperson

Date

Electronic Government Service Level Agreement with Buffalo County

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include,

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	Buffalo County, Chairman
	1512 Central Avenue Kearney, NE 68847
Phone:	308-236-1200
Email:	clerk@buffalocounty.ne.gov
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS -- This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman General Manager

Date

Buffalo County

lliem C. M. Mullen

William McMullen Chairman

Date

Nebraska State Records Board (NSRB)

Vin BEnnen

12/17/19

Secretary of State, Robert B Evnen Chairperson Date

Electronic Government Service Level Agreement with City of Dakota City

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of

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

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

Mailing address:	City of Dakota City, Mayor
	P.O. Box 482
	1511 Broadway
	Dakota City, 68731
Phone:	402-987-3448
Fax:	402-987-3313
Email:	admin@dakotacity.net
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board Secretary of State

	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

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

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

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

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

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman General Manager

-19

Date

City of Dakota City

N Jerry Yacevich

Mayor

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen

12/17/19

Date

Chairperson

Electronic Government Service Level Agreement with Village of Guide Rock

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

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

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

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

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

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

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	Village of Guide Rock, Chairperson
	120 West Douglas Avenue Guide Rock, NE 68942
Phone:	402-746-8291
Email:	grchairman3@gmail.com
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237
Mailing Address: Phone: Fax: Email: Mailing Address: Phone:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508 402-471-7810 402-471-7817 ne-general-manager@nicusa.com Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300 Lincoln, NE 68509 402-471-1572

- 8. TERMINATION OF AGREEMENT
 - a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
 - b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and paymenttransaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW -- The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Høffman General Manager

13/19

Date

Village of Guide Rock

9- 6-19 Date

Ron Sunday Chairman Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen Chairperson

10/28/19

Date

Electronic Government Service Level Agreement with Harvard City

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

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

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

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

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

- PURPOSE The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2. APPLICATION SUPPORT
 - a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
 - d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
 - e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.

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

Mailing address:	Harvard City, Mayor
	309 N. Clay Ave
	Harvard, 68944
Phone:	402-772-7101
Email:	clerk@harvardnebraska.com
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
 - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
 - c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and

- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
 - iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW -- The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.

c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

General Manager

10/10/19

Date '

Harvard City

Cilliana _

11/27/19

Chad Williamson

Date

Mayor

Nebraska State Records Board (NSRB)

hen

Secretary of State, Robert B Evnen Chairperson

12/17/19

Date

Electronic Government Service Level Agreement with City of Indianola

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include,

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	City of Indianola, Mayor
	PO Box F
	Indianola, NE 69034-0465
Phone:	308-364-2413
Email:	indinola@gpcom.net
Mailing Address	Nebraska Interactive
Mailing Address:	
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
9	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17.GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Date

Brent Hoffman General Manager

City of Indianola

cis Vent.

7/23/2019

Travis VanPelt Mayor

Date

Nebraska State Records Board (NSRB)

Men a

Secretary of State, Robert B Evnen Chairperson

9/22/2019

Date

Electronic Government Service Level Agreement with Village of LItchfield

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of

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

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

Mailing address:	Village of LItchfield, Chairperson
	PO Box 166
	Litchfield, 68852
Phone:	308-446-2285
Email:	vol@nctc.net
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509

Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and

whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

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

c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman General Manager

Chairperson

Date

Village of LItchfield William Johnson

3-19

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen Chairperson

12/17/17

Date

Electronic Government Service Level Agreement with Pawnee County Rural Water District 1

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Pawnee County Rural Water District 1, a state governmental entity or political subdivision of Nebraska ("the Partner").

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

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

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

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

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

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address: Manager	Pawnee County Rural Water District 1, Operations
	606 G Street Pawnee City, NE 68420
Phone:	402.852.2019
Email:	pcrwd1@windstream.net
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email	ne-general-manager@nicusa.com
Meiling Address	Nebraska State Records Board
Mailing Address:	
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509
Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used

by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and paymenttransaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit

funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement

- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21.GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive ALC (The Contractor)

Brent Hoffman General Manager

2/19

Date

Pawnee County Rural Water District 1

mue Wolsleben

Denise Wolsleben Operations Manager

Date

Nebraska State Records Board (NSRB)

ABEME 0

9/22/2019

Date

Secretary of State, Robert B Evnen Chairperson

Electronic Government Service Level Agreement with Phelps County

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

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

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

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

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

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

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

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

Mailing address:	Phelps County, Chairman 715 5th Avenue
	Holdrege, 68949
Phone:	308-995-4469
Email:	clerk@phelps.nacone.org
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509

Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and

whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

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

c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman

General Manager

11/ 18 19

Date

Phelps County

na

11-05-2018

Tom Nutt Chairman

Date

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen Chairperson

12/17/19

Date

Electronic Government Service Level Agreement with City of Scribner

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of

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

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

Mailing address:	City of Scribner, Mayor
	508 3rd Street
	Scribner, 68057
Phone:	402-664-3231
Email:	clerk@scribner-ne.gov
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board
	Secretary of State
	1445 K Street, Suite 2300
	Lincoln, NE 68509

Phone:	402-471-1572
Fax:	402-471-3237

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and

whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

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

and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

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

c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive/LLC (The Contractor)

Brent Hoffman **General Manager**

Date

10-30-19

City of Scribner

Kenneth Thomas

Kon

Mayor

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen

Chairperson

12/18/19

Date

Date

Electronic Government Service Level Agreement with City of Tecumseh

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.

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

Mailing address:	City of Tecumseh, Mayor
	122 South 4th Street
	Tecumseh, 68450
Phone:	402-335-3570
Email:	jmoran@tecumsehne.com
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman General Manager

19 Date

City of Tecumseh

- 4 Jesse Grof

Mayor

10 - 31 - 19

Date

Nebraska State Records Board (NSRB)

ren

Secretary of State, Robert B Evnen

12/18/19

Date

Chairperson

Electronic Government Service Level Agreement with Upper Big Blue Natural Resource District

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Upper Big Blue Natural Resource District, a state governmental entity or political subdivision of Nebraska ("the Partner").

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.

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

Mailing address:	Upper Big Blue Natural Resource District,
	General Manager
	319 E 25th Street
	York, 68467
Phone:	402-362-6601
Email:	chouston@upperbigblue.org
[Optional] Fax:	402-362-1849
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board

Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
402-471-1572
402-471-3237

8. TERMINATION OF AGREEMENT -

Phone: Fax:

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

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

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

certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:

(1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,

(2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman

General Manager

10-21-19

Date

Upper Big Blue Natural Resource District lig

IN

AD David A. Eigenberg General Manager/

Date

Nebraska S Records Board (NSRB)

Secretary of State, Robert B Evnen Chairperson

الكلافة

12/18/19 Date

Electronic Government Service Level Agreement with City of Wakefield

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

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

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

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

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

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include,

but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address:	City of Wakefield, Mayor	
	P.O. Box 178	
	Wakefield, NE 68784	
Phone:	402-287-2080	
Email:	wakeclerk@abbnebraska.com	
Mailing Address:	Nebraska Interactive	
	1135 M Street, Suite 220	
	Lincoln, NE 68508	
Phone:	402-471-7810	
Fax:	402-471-7817	
Email:	402-471-7817 ne-general-manager@nicusa.com	
Mailing Address:	Nebraska State Records Board	
	Secretary of State	
	1445 K Street, Suite 2300	
	Lincoln, NE 68509	
Phone:	402-471-1572	
Fax:	402-471-3237	

8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
 - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding;
 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
 - b. SWIPE HARDWARE PROVISION AND SUPPORT
 - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and paymenttransaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
 - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii. Supply reports to the Partner in an understandable and logical format; and
 - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
 - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16.ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17.GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21.GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
 - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,

(3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,

(4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,

(5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and

(6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman General Manager

9/18/19

Date

City of Wakefield

Mike Loofe

-14-

Mayor

Date

Nebraska State Records Board (NSRB)

10/28/19

Date

Secretary of State, Robert B Evnen Chairperson

Summary List Citizen Payment Processing

Addendums to Electronic Government Service Level Agreement (EGSLA)

Nebraska Interactive LLC 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 Interactive LLC and use the approved template. No action necessary.

NEW Citizen Payment Processing		NSRB Chairman <u>Signature</u>
Dakota City, City of	Addendum 2	12/17/2019
Harvard, City of	Addendum 2	12/17/2019
Indianola, City of	Addendum 1	09/22/2019
Lower Platte North NRD	Addendum 2	02/13/2020
Pawnee County Rural Water District	Addendum 1	09/22/2019
Sarpy County	Addendum 9	12/18/2019
Tecumseh, City of	Addendum 1	12/18/2019
Transportation, Department of	Addendum 4	12/17/2019
Upper Big Blue Natural Resource District	Addendum 1	12/18/2019
Wakefield, City of	Addendum 1	10/28/2019

Addendum Two to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Dakota City, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for City of Dakota City

Revenue Type: Instant Access

Implementation: 2019

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

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:

Date:

Date:

12/17/18 Date:

General Manager – Brent Hoffman Nebraska Interactive, LLC

M Mayor- Jerry Yagevich

City of Dakota City

By: _

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

Addendum Two to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Harvard, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for City of Harvard

Revenue Type: Instant Access

Implementation: 2019

City of Harvard Fee	Contractor Portal	NSRB Share
	Fee	
Full statutory/assessed fee	\$ 1.75	20% of Portal Fee
charged by Partner		
Full statutory/assessed fee	\$1.75 + 2.49%	20% of Portal Fee
charged by Partner		
Full statutory/assessed fee	\$2.95	20% of Portal Fee
charged by Partner		
	Full statutory/assessed fee charged by Partner Full statutory/assessed fee charged by Partner Full statutory/assessed fee Full statutory/assessed fee	Full statutory/assessed fee charged by PartnerFeeFull statutory/assessed fee charged by Partner\$1.75Full statutory/assessed fee charged by Partner\$2.95

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

State-Selected Processor

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

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

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

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

By:

Date:

General Manager - Brent Hoffman Nebraska Interactive, LLC

Williamen Bv: _

Mayor - Chad Williamson

City of Harvard

By:

Date: 12/17/29

Date:

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

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Indianola, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for City of Indianola

Revenue Type: Instant Access

Implementation: 2019

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

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

State-Selected Processor

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

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

C The Contractor purchases XX swipe devices of make/model

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

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

By:

Date:

General Manager Brent Hoffman Nebraska Interactive, LLC

By:

Mayor - Travis VanPelt

City of Indianola

By:

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

Date:

7/23/2019

Date:

Addendum Two to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Lower Platte North Natural Resources District, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for Lower Platte North Natural Resources District

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

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

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

By:

General-Manager #Brent Hoffman

Nebraska Interactive, LLC

By

General Manager - Eric Gottschalk

Lower Platte North Natural Resources District

By:

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board

Date:

Date:

2/13/20 Date:

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Pawnee County Rural Water District 1, and the

Nebraska State Records Board

This Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Pawnee County Rural Water District 1, sets forth certain services the Contractor will provide (operated under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Citizen Payment Processing for Pawnee County Rural Water District 1

Revenue Type: Instant Access

Implementation: 2019

Service	Pawnee County Rural Water District 1 Fee	Contractor Portal	NSRB Share
		Fee	
Citizen Payment Processing	Full statutory/assessed fee	\$ 1.75	20% of Portal
Electronic Check	charged by Pawnee County Rural Water District 1		Fee
Citizen Payment Processing	Full statutory/assessed fee	\$1.75 + 2.49%	20% of Portal
Credit Card	charged by Pawnee County Rural Water District 1		Fee
Citizen Payment Processing	Full statutory/assessed fee	\$2.95	20% of Portal
PIN Debit	charged by Pawnee County Rural Water District 1		Fee

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

General Manager Brent Hoffman Nebraska Interactive, LLC

Comere Wolsleven

Operations Manager - Denise Wolsleben

Pawnee County Rural Water District 1

By:

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

Date:

Date: 7-22.

9/22/249 Date:

1

Sarpy County Clerk/ROD Deb Houghtaling

1210 GOLDEN GATE DRIVE #1250 PAPILLION, NE 68046-2895 402-593-2105 <u>www.sarpy.com</u>

CHIEF DEPUTY RENEE LANSMAN 402-593-1550



CLERK DUTIES
Passports/Marriage Licenses
Board Administration
Payroll
Accounting
Records Management

October 30, 2019

Jess Evers 1135 M Street Ste 220 Lincoln, NE 68508

RE: Resolution 2019-297 & 2019-298 Electronic Payment Processing Agreement

Enclosed is an original of the referenced agreements per your request. Please obtain the appropriate signature(s) and send a copy back to our office. An electronic copy is acceptable and can be submitted to <u>clerk@sarpy.com</u>. Please let our office know if anything further is needed.

If you have any questions regarding this notification, please contact Desirae Makousky at (402) 593-4433.

Sincerely ghtal

Deb Houghtaling Sarpy County Clerk

Enclosures (2) DH/dm

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Sarpy County, and the

Nebraska State Records Board

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

Project: Community Corrections Citizen Payment Processing

Revenue Type: Instant Access

Implementation: 2019

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

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:

Date:

General Manager - Brent Hoffman Nebraska Interactive, LLC

By:

Board Chairperson - Don Kelly

Sarpy County, Nebraska By:

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

10-8-2019 Date:

Date: 12/18/19



Resolution 2019-297 BOARD OF COMMISSIONERS

SARPY COUNTY, NEBRASKA

Approve Electronic Government Service Level Agreement with Nebraska Interactive for Access to Electronic Payment Processing Through the State of Nebraska Master Contract

Whereas, pursuant to Neb. Rev. Stat. 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. 23-103, the powers of the County as a body are exercised by the County Board; and,

Whereas, Sarpy County is in need of online services and electronic payment processing in order to provide efficient service to the citizens of Sarpy County; and,

Whereas, Sarpy County and Nebraska Interactive, LLC have previously entered into an agreement for such services through the State of Nebraska Master Contract via Resolution 2011-350; and,

Whereas, the Parties wish to update the terms of their agreement via the attached Electronic Government Service Level Agreement; and,

Whereas, any existing addendums to the prior Agreement shall remain in full force; and,

Whereas, the agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Electronic Government Service Level Agreement with Sarpy County, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of the Board, together with the Sarpy County Clerk, are hereby authorized to execute said Agreement and any ancillary documents as may be required.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 08 day of October 2019

Bund RKall

Sarpy County Chairman

Attest: SEAL



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

Mailing address:	Sarpy County
	1210 Golden Gate Drive
	Papillion, NE 68046-2893
Phone:	402-593-4155
[Optional] Fax:	402-593-4471
Mailing Address:	Nebraska Interactive
	1135 M Street, Suite 220
	Lincoln, NE 68508
Phone	402-471-7810
Fax:	402-471-7817
Email:	ne-general-manager@nicusa.com

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
 - a. Any amendments to the Master Contract
 - b. The Master Contract
 - c. An addendum to this Agreement
 - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the

all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.

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

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

Nebraska Interactive, LLC (The Contractor)

Brent Hoffman

General Manager

Sarpy County

Don Kelly

Chairperson of Sarpy County Board

Nebraska State Records Board (NSRB)

Secretary of State, Robert B Evnen Chairperson

10-8-7-019

Date

12/18/19

Date

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Tecumseh, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for City of Tecumseh

Revenue Type: Instant Access

Implementation: 2019

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

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

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

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

Bv:

General Manager - Brent Hoffman

General Manager – Dient Homm

Nebraska Interactive, LLC OD By:

Mayor - Jesse Grof

City of Tecumseh

By:

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

Date:

10-31-1 Date:

. . . Date: 12/18/19

Addendum Four to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Nebraska Department of Transportation, and the

Nebraska State Records Board

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

Project: Roadside Memorial Citizen Payment Processing

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

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

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

Bv:

Date:

General Manager - Brent Hoffman Nebraska Interactive, LLC

By:

Director - Kyle Schneweis

Nebraska Department of Transportation

By:

12/2/19 Date:

Date: 12/17/19

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

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Upper Big Blue Natural Resource District, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for Upper Big Blue Natural Resource District

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

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

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

By:

General Manager - Brent Hoffman

Nebraska Interactive, LLC

Bv:

General Manager- David A. Eigenberg Upper Big Blue Natural Resource District

By:

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

Date:

Date:

Date: 12/18/19

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Wakefield, and the

Nebraska State Records Board

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

Project: Citizen Payment Processing for City of Wakefield

Revenue Type: Instant Access

Implementation: 2019

City of Wakefield Fee	Contractor Portal	NSRB Share
	Fee	-
Full statutory/assessed fee	\$ 1.75	20% of Portal Fee
charged by City of Wakefield		
Full statutory/assessed fee	\$1.75 + 2.49%	20% of Portal Fee
charged by City of Wakefield		
Full statutory/assessed fee	\$2.95	20% of Portal Fee
charged by City of Wakefield		
	Full statutory/assessed fee charged by City of Wakefield Full statutory/assessed fee charged by City of Wakefield Full statutory/assessed fee	Full statutory/assessed fee charged by City of Wakefield\$ 1.75Full statutory/assessed fee charged by City of Wakefield\$ 1.75 + 2.49%Full statutory/assessed fee Full statutory/assessed fee\$ 2.95

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

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

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

By:

Date:

General Manager - Brent Hoffman Nebraska Interactive, LLC

By:

Mayor - Mike Loofe PAUL

City of Wakefield

By:

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

Date:

(0/28/19 Date:

State & Local List PayPort (Pin Debit) Payments Addenda

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

New PayPort Addenda		NSRB Chairman <u>Signature</u>
Benkelman, City of	Addendum 1	9/22/2019
Buffalo County	Addendum 1	12/17/2019
Guide Rock, Village of	Addendum 1	10/28/2019
Litchfield, Village of	Addendum 1	12/17/2019
Scribner, City of	Addendum 1	12/18/2019
Supreme Court	Addendum 16	12/17/2019
Tecumseh, City of	Addendum 2	12/18/2018

Summary Nebraska State & Local Government Blanket Addendum

Project: PayPort

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

Current Process:

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

Project Overview/Proposal:

New users since the last meeting include:

- Benkelman, City of
- Buffalo County
- Guide Rock, Village of
- Litchfield, Village of
- Scribner, City of
- Supreme Court
- Tecumseh, City of

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Benkelman, and the

Nebraska State Records Board

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

Project: Payport for City of Benkelman

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

- The Contractor purchases 1 swipe devices of First Data FD-40
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By:

General Manager 4 Brent Hoffman

Nebraska Interactive, LLC

By:

Mayor - Robert Rhoades

City of Benkelman

Bv:

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

Date:

Date:

9/22/201C Date:

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Buffalo County, and the

Nebraska State Records Board

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

Project: Payport for Buffalo County

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

- The Contractor purchases 1 swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By

Date:

General Manager – Brent Hoffman Nebraska Interactive, LLC

1=Mulla

Chairman - William McMullen

Buffalo County

By:

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

Date:

Date: 12/17/19

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Village of Guide Rock, and the

Nebraska State Records Board

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

Project: Payport for Village of Guide Rock

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

- The Contractor purchases 1 swipe devices of First Data FD-40
- Partner purchases XX swipe devices of make/model
- Not applicable

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

By:

By:

General Manage - Brent Hoffman

Nebraska Interactive, LLC

Chairman - Ron Sunday Village of Guide, Rock

By:

9-6-19 Date:

Date:

10/28/19

Date:

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

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Village of Litchfield, and the

Nebraska State Records Board

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

Project: Payport for Village of Litchfield

Revenue Type: Instant Access

Implementation:2019

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

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

State-Selected Processor

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

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

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

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

By:

General Manager - Brent Hoffman

Nebraska Interactive Bv:

Chairman - William Johnson

Village of Litchfield

By:

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

Date:

Date: /

Date: 12/17/19

Addendum One to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Scribner, and the

Nebraska State Records Board

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

Project: Payport for City of Scribner

Revenue Type: Instant Access

Implementation: 2019

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

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

State-Selected Processor

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

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

The Contractor purchases swipe devices of

Partner purchases 1 swipe devices of First Data FD-40

Not applicable

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

By:_____ General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:

Mayor - Kenneth Thomas

City of Scribne By:

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

Date:

Date: 10-30

12/18/19 Date:

Addendum Sixteen to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

Nebraska Supreme Court, and the

Nebraska State Records Board

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

Project: Payport for Nebraska Supreme Court

Revenue Type: Instant Access

Implementation: 2019

Service	Nebraska Supreme Court Fee	Contractor Portal	NSRB Share
		Fee	
Payport	Full statutory/assessed fee charged	\$1.75	N/A
Electronic Check	by Partner		
Payport	Full statutory/assessed fee charged	2.49%	N/A
Credit Card	by Partner		
Payport	Full statutory/assessed fee charged	\$2.95	N/A
PIN Debit	by Partner		

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

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:

General Manager - Brent Hoffman

Nebraska Interactive, LLC

State Court Administrator - Corey Steel

Nebraska Sopreme Court By:

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

Date:

Date:

Date: 11/19

Addendum Two to the

Electronic Government Service Level Agreement Between

Nebraska Interactive, LLC,

City of Tecumseh, and the

Nebraska State Records Board

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

Project: Payport for City of Tecumseh

Revenue Type: Instant Access

Implementation: 2019

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

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

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

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

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

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

Bv:

Date:

Date: 10-31-

12/18/18 Date:

General Manager – Brent Hoffman Nebraska Interactive, LLC

1

By:

Mayor - Jesse Grof

City of Tecumseh

By:

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

Amendment One to

Nebraska Department of Revenue Meadowlark Website 200013-1 (PiD423)

Statement of Work

This Amendment One to the Nebraska Department of Revenue Meadowlark Website PiD423 Statement of Work dated November 26, 2018 ("SOW") is entered into by and among Nebraska Department of Revenue (NDR), 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 ("the Master Contract") between the Nebraska State Records Board ("NRSB") and Nebraska Interactive, LLC (the Contractor); and

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

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

1. Additional migration of historical webpage (HTML) and document content, year 2016 and prior, as identified by NDR.

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Content Management Migration (385 Pages)	*200 hours	\$80.00 (Initial Contract Period)	\$16,000.00 One-time fee
*In addition to work in 200013-1			
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$3,200 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.

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

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

Contractor, LLC., (The Contractor)

Brent Hoffman, General Manager

Nebraska Department of Revenue

Director of Operations and Information Technology

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

Date

12

Date





Statement of Work

200013 - 1

New Nebraska Department of Revenue Meadowlark Website

Nebraska Department of Revenue (NDR)

Manager: Nebraska Interactive, LLC Project Manager: Wes Fairhead Date: 9/5/2018

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



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1 Introduction

Nebraska.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: <u>ne-support@nicusa.com</u> Phone: 402-471-7810 Fax: 402-471-7817

Partner Information

Partner Description

The Nebraska Department of Revenue launched their current website 2001 and is currently managed using Dreamweaver software. The Meadowlark Website offered under this agreement is a Content Management System that would replace the current website and include mobile responsiveness, an updated search feature, user-friendly front end management and an updated design.

The Nebraska Department of Revenue mission is stated as: "Our mission is to serve the public by administering the state revenue laws with integrity, efficiency, and consistency."

Partner Executive Sponsor

Christopher L. Ayotte 402-471-5888 chris.ayotte@nebraska.gov

Partner Project Manager Contact

Chuck Long 402-471-5624 chuck.long@nebraska.gov

Partner Billing Contact

Ron Gottula 402-471-5693 rev.payable@nebraska.gov

2 Project Overview

2.1 Objectives

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

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be https://revenue.nebraska.gov
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
 - Custom website permissions to allow website managers varying roles
 - o Built-in calendar
 - o Press release feed and built-in archive
 - Easy to use WYSIWYG site editor
 - Simple file and image upload tools
 - o Gallery and/or slider
 - o Google Translate to translate text on website
 - o Monthly Google Analytics Reports
 - o Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 187 hours
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

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

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- The Partner will not be able to create their own custom module for the website.
 - The Partner will not install or update Drupal modules on the website.
- Nebraska Interactive will not move or build any existing web applications or databases into the new Meadowlark website. This includes the following applications:
 - https://www.nebraska.gov/revenue/sales/sales.cgi
 - o http://www.nebraska.gov/revenue/fuels/licenses/
 - o https://www.nebraska.gov/FuelTax/



2.3 Terminology

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

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

2.4 Assumptions

- **2.4.1** Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- **2.4.2** All Partner and Nebraska Interactive key stakeholders will attend needed meetings, with reasonable notice, and provide timely feedback and input on the project throughout all phases.
- **2.4.3** Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- **2.4.6** Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate. The NSRB will allow NI creative freedom to minimize time invested
- **2.4.9** See section 2.2 for full project scope.
- **2.4.10** Partner will, at no cost, continue to add content as needed

2.5 Constraints

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





2.5.3 Change(s) in project scope Nebraska Interactive availability

2.6 Milestones

2.6.1 Target completion date: December 01, 2018



3 Requirements

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

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

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



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4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

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

4.2 SOW Representatives and Notices

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

Mailing address:	Chris Ayotte, Director of Operations and Information Technology – Nebraska Department of Revenue 310 Centennial Mall South Lincoln, NE 68509 Phone: 402-471-5888 Email: chris.ayotte@nebraska.gov
Mailing Address:	General Manager/Network Manager 1135 M Street, Suite 220 Lincoln, NE 68508 Phone: 402-471-7810 Fax: 402-471-7817 Email: ne-general-manager@nicusa.com
Mailing Address:	Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300 Lincoln, NE 68509 Phone: 402-471-1572 Fax: 402-471-3237



4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

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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)	187 hours	\$80.00 Creative Initial Contract Period	\$14,960.00 One-time fee
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$2,992.00 /year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of website launch.
3	Content Management Requests to Nebraska Interactive (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

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



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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 man **Print Name** 11/19/18 Date Signature Nebraska State Records Board Secretary of State John Gale, Chairman 7 a Print Name 11/26/18 Date Signature Nebraska Department of Revenue Authorized Party Ayde

Signature

Amendment One to

200126-20 (PiD513)

Statement of Work

This Amendment One to the 200126-20 (PiD513) Statement of Work dated August 2nd, 2019 ("SOW") is entered into by and among Secretary of State, 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 ("the Master Contract") between the Nebraska State Records Board ("NRSB") and Nebraska Interactive, LLC (the Contractor); and

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

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

1. Additional hours of website design work

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration	25 Hours	\$80.00 (Initial Contract Period)	\$2,000 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$400 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.

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

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

Contractor, M (The Contractor)

Brent Hot/man, General Manager

Date

Secretary

Robert B. Evnen, Secretary of State

Date

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

12/20/2019





Secretary of State Website Statement of Work 200126-20

Secretary of State Website PiD513

Secretary of State

Contractor: Nebraska Interactive, LLC Project Manager: Not Assigned Date: 6/13/2019

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



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1 Introduction

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

Executive Sponsor

Secretary of State, Robert B. Evnen Email: robert.evnen@nebraska.gov Phone: 402-471-1572

Project Manager

Chief Information Officer, Chad Sump Email: Chad.Sump@nebraska.gov Phone: 402-471-8779

Billing Contact

Joan Arnold Email: joan.arnold@nebraska.gov Phone: 402-471-2384

2 Project Overview

2.1 Objectives

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

2.2 Scope

2.2.1 Inclusions

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
- The Partner's Meadowlark site may include any of the following features:
 - o Custom website permissions to allow website managers varying roles
 - o Built-in calendar
 - o Press release feed and built-in archive
 - Easy to use WYSIWYG site editor
 - o Simple file and image upload tools
 - o Gallery and/or slider
 - o Google Translate to translate text on website

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- Monthly Google Analytics Reports
- o Broken link report
- The Contractor will assist with content mapping. the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.
- The Partner will provide the Contractor with the content for the website.
- The Partner will review the overall status of the project as the Contractor adds content to the site.
- The Contractor will complete quality assurance testing on the website before launching to
 ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- · This statement of work does not include any applications or custom forms

2.3 Terminology

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

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

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

- 2.3.3 Credentials The required security information to access the application
- 2.3.4 User Any member of the general public
- 2.3.5 Data Store An organized collection of information
- 2.3.6 Published Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

2.4 Assumptions

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

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

- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text

2.4.5 Partner will provide customer support for business-related questions during normal business hours

2.4.6 Partner will assistance with testing for business requirements

2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.

2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.

- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:

1. Education on latest web protocol items, such as accessibility compliance, web usability standards

2. Marketing assistance for agency services

3. Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment

4. 24 hours a day, 7 days a week technical support

5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support

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

- 2.4.11 This Statement of Work is an overall project hour estimate.
- 2.4.12 SOS will manage user access and permission setting for content management
- 2.4.13 NI will manage superuser roles and access

2.5 Constraints

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

- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

2.6 Milestones

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



3 Requirements

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

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

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

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

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

4.2 SOW Representatives and Notices

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

Mailing address:	Nebraska Secretary of State		
	P.O. Box 94608		
	Lincoln, NE 68509		
Phone:	402-471-2554		
Mailing Address:	General Manager/Contractor		
maning maarooo.	1135 M Street, Suite 220		
	· · · · · · · · · · · · · · · · · · ·		
	Lincoln, NE 68508		
Phone:	402 471 7810		
Fax:	402-471-7817		
Email:	ne-support@egov.com		
Mailing Address:	Nebraska State Records Board		
	Secretary of State		
	1445 K Street, Suite 2300		
	Lincoln, NE 68509		



Phone: 402-471-1572 Fax: 402-471-3237

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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



4.10 Order of Precedence

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

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

5 Invoicing and Payment

The below option is based off the estimated # of pages that the website could be if Partner wants to remove, rework, or combine existing pages. Including archiving both the existing photo gallery and press releases only to year 2017.

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1) Estimated 400 webpages	182 hours	\$80.00 (Initial Contract Period)	\$14,560 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$2,912 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

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

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

5.3 Annual Maintenance Charge

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

ASKA \square -GOV



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Signatures 6

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

Nebraska Interactive, LLC., (The Contractor)

Brent Hoffman /General Manager

Date

Secretary of State

Secretary of State, Robert B. Evnen

7/1/2019

8/2/19

Date

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

7/1/2019

Date

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Nebraska State Patrol Statement of Work 200032-9

Felony Conviction PiD537 (Phase 3)

Nebraska State Patrol

Contractor: Nebraska Interactive, LLC Project Manager: Not Assigned Date: 5/29/2019

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



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1 Introduction

Nebraska State Patrol (NSP) is coordinating efforts between multiple agencies, to gather specific data/criteria that, by law, is required to be delivered to the the National Instant Criminal Background Check System (NICS). NSP is in need of a new process to collect felony conviction data, in order to streamline NICS delivery and conversion of data based up NICS guidelines.

Executive Sponsor Jeff Avey, Director Email: jeff.avey@nebraska.gov Phone: 402-479-4085 Fax: 402-479-4321

Project Manager

Kelsey Remmers, NICS Coordinator Email: <u>kelsey.remmers@nebraska.gov</u> Phone: 402-479-4076 Fax: 402-479-4321

Billing Contact Jeff Avey, Director Email: <u>NSP.Accounting@nebraska.gov</u> Phone: 402-479-4037

2 Project Overview

2.1 Objectives

The objective of this project is to provide the National Instant Criminal Background Check System (NICS) with the most accurate information on individuals whom have a Felony Conviction record that should prohibit them from the ability to purchase a firearm. This project may occur in 3 phases, only phase 3 is identified in this Statement of Work Phase 3 would require Nebraska Interactive (NI) to retrieve a file from the Administrative Office of the Courts (AOC) FTP, conversion of data based upon logic provided by Nebraska State Patrol (NSP) and NICS requirements, generate a new file, and then provide this file to the OCIO/Switch. NI will also be required to parse a return file from NICS and update the store data appropriately. Access to certain data elements (based upon role and permission) would be integrated into the Phase 2 MCDV interface.

2.2 Scope - Phase 3 Felony

2.2.1 Inclusions



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User Story	Points
NI needs to be able to retrieve a file from Courts FTP containing data from the JUSTICE system.	3
Parse the JUSTICE file	5
Convert the Felony Conviction logic into code	13
Generate a new file based on the NICS Entry Field Notes document	13
Send new file to existing OCIO/Switch process	3
Store data sent to OCIO in database in preparation for return file	5
NI needs to retrieve a return file from the OCIO and update the NI database.	8
As NSP, I need to search and read/write Felony data via the MCDV interface	8
As NSP, I need the ability to override Felony calculations when modifying a record via the MCDV interface	13
Reports	13
Scope Refinement	21
TOTAL	104
2.2.2 Exclusions	

2.2.2.1 Data may be limited based up what is provided by Administrative Office of the Courts (AOC)

2.2.2.2 Technical Interactions with the current Office of the Chief Information Officer (OCIO) process

2.3 Terminology

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

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

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

2.3.3 Credentials - The required security information to access the application

- 2.3.4 User Any member of the general public
- 2.3.5 Data Store An organized collection of information
- 2.3.6 Published Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of Nebraska Interactive

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



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

2.4.3 Partner will provide Nebraska Interactive with the requirements

2.4.4 Partner will provide Nebraska Interactive with content; language and text

2.4.5 Partner will provide customer support for business-related questions during normal business hours

2.4.6 Partner will assist with testing for business requirements

2.4.7 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.

2.4.8 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.

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

2.4.10 Nebraska Interactive will deliver the following:

1. Education on latest web protocol items, such as accessibility compliance, web usability standards

2. Marketing assistance for agency services

 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment

4. 24 hours a day, 7 days a week technical support

5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support

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

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

2.4.13 Responsibility for admin access management reside with NI

2.5 Constraints

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

2.5.2 Partner/Partner workload and willingness to engage or participate

- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 Nebraska Interactive availability
- 2.5.6 Requirements, permissions, etc. for access to agency data

2.6 Milestones

- 2.6.1 Development of Phase 3
- 2.6.2 Deployment of Phase 3



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3 Requirements

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

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

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

4 Terms and Conditions

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

4.1 Confidentiality

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

4.2 SOW Representatives and Notices

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

Mailing address:	Nebraska State Patrol, Director		
	3800 NW 12th		
	Lincoln, NE 68512		
Phone:	402-479-4085		
Mailing Address:	Contractor		
	1135 M Street, Suite 220		
	Lincoln, NE 68508		
Phone:	402 471 7810		
Fax:	402-471-7817		
Email:	ne-support@egov.com		



1135 M Street Suite 220 Lincoln, NE 68508 | Office: 402.471.7810 | Fax: 402.471.7817

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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



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4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Felony Conviction PiD537 (Phase 3)	748.8	\$110.00 (Initial Contract Period)	\$ 82,686 One-time fee
P:104			
Annual Maintenance	N/A	N/A	\$ 16,537.20/year (20% of total time and materials fees paid)
			Billed on the anniversary date of website launch.

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

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

5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time



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and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

No maintenance charge will be assessed.

6 Signatures

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

Nebraska Interactive, LLC., (The Contractor)

Brent Hoffman, General Manager

10/10/19

Date

Nebraska State Patrol, Authorized Party

Jeff Avey, Director

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

11.19.19

Date

2/13/20

Date

Addendum Seventeen to the

Electronic Government Service Level Agreement Between

Nebraska Interactive LLC,

Nebraska Supreme Court, and the

Nebraska State Records Board

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

Project: Court Record Index for Nebraska Supreme Court

Revenue Type: Instant Access

Implementation: 2019

Service	Nebraska Supreme Court Fee	Portal Fee
Court Record Index Subscriber -file with only cases that have become sealed since the last file was provided	Full statutory/assessed fee charged by Partner	\$0
Court Record Index Subscriber - file with cases that have become sealed and any new cases since the last file provided	Full statutory/assessed fee charged by Partner	\$1,000/Month
Court Record Index Subscriber - full file copy of the JUSTICE Information provided nightly to Nebraska Interactive	Full statutory/assessed fee charged by Partner	\$1,500/Month

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

Ū State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Not applicable

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

By:

General Manager - Brent Hoffman

Nebraska Interactive LLC By:

Chair - Secretary of State Robert B. Evnen Nebraska State Records Board

By:

State Court Administrator - Corey Steel Nebraska Supreme Court

Date:

13/20 Date:

1-14-20 Date:

Summary

Nebraska Supreme Court

Addendum Seventeen

Project: Court Record Index

Access to court record data and the ability to more easily find specific case information is becoming more in demand. Businesses are finding different ways to enhance their portfolio of services by the availability and use of court record data. Customers are seeking a regular, reoccurring method to collect case data they are able to consume and efficiently use.

Current Process:

Currently customers who request specific subset(s) of case information from JUSTICE complete a paper request with the Nebraska Supreme Court. The Court then utilizes the Judicial Branch resources to run special queries in the JUSTICE database to provide the case information being requested. This can be very time consuming and in some instances, such as for profit entities, is not allowed under Supreme Court rules. Nebraska Interactive (NI) has also received similar requests. Therefore the Court, is in need of a more automated solution for these customers in an effort to conserve state resources and still provide public information in an appropriate manner. With new court rules in place requiring those storing case information to remove/delete/no longer reference sealed cases, it has become apparent that the Court is in need of a solution that will not only provide the data customers are requesting, but be able to provide a method of notification to customers when a case becomes sealed.

Project Overview/Proposal:

An new automated process developed by Nebraska Interactive that would allow customers multiple options to receive case information. Case information will be limited to the JUSTICE information currently provided to Nebraska Interactive. Customers would be able to use the case data to query against the online case search service to get additional details, if and when they are needed. Most importantly, the information would benefit customers in complying with court rules to periodically check for court records that have been sealed per Neb. Ct. R. § 1-808(C).

Market Potential/Target Audience

Customers interested in this information have typically been in the businesses that collect driver history or court data.

Information on what the fee presented is based upon:

The fee has been determined based upon similar data services and their fees, consideration of the type and amount of data the customer will gain access to, compared to what Nebraska Interactive's portal fee is for Court Case Records currently, as well as customer demand and discussions as to what is reasonable.

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

Currently, there are approximately five - eight customers that have requested case data in and are interested in the format and content of what is being proposed. The adoption would be expected at 80-100% based upon prior conversations and that the Nebraska Supreme Court does not provide data in this way.

Expected rate of return (In what time period):

Due to a limited NI resource requirement, NI expects a rate of return within one year of Go Live.

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

Nebraska Interactive assumes all the upfront costs and investments associated with this project.

NI's risk (in providing this service):

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

PROJECT STATUS REVIEW Q3 2019

(March 4, 2020)

Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score	
DMV OTC Payments add Corrections Location CR Self-funded enhancement	08/02/2019	10/09/2019	25	
Sarpy and Omaha payment engine, created a receipt to give to applicant after completed to give to employer for reimbursements, etc.				
Completed				
None stated.				
Has launched (September 9)				
Many different parts to this project, very pleased with the outcome. If there ever is a delay it is usually on our part. Also wanted to comment that the communication between NIC and herself is excellent.				
	DMV OTC Payments add Corrections Location CR Self-funded enhancement Sarpy and Omaha payment engine, create completed to give to employer for reimburs Completed None stated. Has launched (September 9) Many different parts to this project, very pl ever is a delay it is usually on our part. All	DMV OTC Payments add Corrections 08/02/2019 Location CR Self-funded enhancement 08/02/2019 Sarpy and Omaha payment engine, created a receipt to g completed to give to employer for reimbursements, etc. 0 Completed Image: Completed description of the second description of the sec	Project Name Start Date Launch Date DMV OTC Payments add Corrections Location CR Self-funded enhancement 08/02/2019 10/09/2019 Sarpy and Omaha payment engine, created a receipt to give to applicant completed to give to employer for reimbursements, etc. 0 Completed Image: Completed Completed Image: Completed Completed Completed Completed None stated. Image: Completed Many different parts to this project, very pleased with the outcome. If ther ever is a delay it is usually on our part. Also wanted to comment that the	

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska Department of Motor Vehicles	DLS Class O & M only Over 72 CR	8/12/2019	12/4/2019	34
1. What is the project?	Allows an individual 72 and over to mov card online.	e from a driver's	l license to a S	tate ID
2. What is the status of the project	Completed.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Was already launched.			
Sara O'Rourke Called: Emailed: 2/11/2020 Response: Out of the office until 2/24 2/28/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska Department of Motor Vehicles	SR22/SR26 – Single Submit	5/10/2018	12/23/2019	27
1. What is the project?	This application allows for insurance comp electronically by batches or individually an driving record real time			
2. What is the status of the project	Completed			
3. Is there any delay?	The project progressed as expected.			
4. Will it be launched within the next 90 days?	Not applicable			
Lisa Wolfe for Kathy VanBrocklin Called: Emailed: 2/11/2020 Out of the office until 2/19/2020 Response: 2/13/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Secretary of State	SOS Website	6/17/19	10/23/19	20
1. What is the project?	Creating a new website for Secretary of S	State	I	
2. What is the status of the project	Completed			
3. Is there any delay?	N/A			
4. Will it be launched within the next 90 days?	Launched			
Chad Sump Emailed: 2/11/2020 Responded: 2/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Courts Administrative Office	AOC Trial Court eFiling Attorney Enhancement Package	6/28/2019	11/19/2019	18
1. What is the project?	The most recent attorney enhancement par involved a couple of adjustments to some fur the big changes to eFiling, which were to all confidential case types. Previously, no eFilin confidential, or had been sealed. Going forv filing is an attorney of record on the case, the	nctionality in c ow attorneys to ng was allowed vard, if the atto	lerk review, as w o file on sealed a d if a case was orney performing	vell as and
	Completed			
2. What is the status of the project				
3. Is there any delay?	The project development was done by NI in once we got the programming to review at th process of testing on our side. We also had testing of their own against our new code, as eFiling that is established, but all this was co December. Launch was then scheduled for for us to put some education together for the the changes.	ne end of the n to notify some it affected so ompleted by the January in ord	nonth there was e outside entities me system-to-sy e end of ler to allow enou	still the to do stem gh time
4. Will it be launched within the next 90 days?	This package was deployed to production c	on January 23 rd	d	
Jennifer Rasmussen Called: Emailed: 2/11/2020 Response: 2/12/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska Department of Insurance	Medical Malpractice Renewals	4/16/2019	11/19/2019	26
1. What is the project?	An application for agent users to submit info qualify for and become covered under the N Administrators will have reporting and record Nebraska Interactive will become the databa	ebraska Exces ding capabilitie	ss Liability Fund. s within the appl	DOI ication.
2. What is the status of the project	We are ³ / ₄ of the way done building the app the reporting feature soon.	lication and wi	ll be implementir	ng
3. Is there any delay?	The original goal to launch the application w to complexities within the application's devel by the end of Quarter 1 2020, in April.			
4. Will it be launched within the next 90 days?	The goal is, yes. But if not in the next 90 da	ays, soon there	eafter.	
Laura Arp Called: Emailed: 2/11/2020 Response: 2/14/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Governor	Centralized Licensing & Permits Website	5/31/2019	10/31/2019	21
	No fee for this service			
1. What is the project?	The projects goal was to create a one stop for the business community. It was decided			State
2. What is the status of the project	Phase 1 is complete, it is up and running an leading to improvements, phase two will kin significant feedback with appropriate changed significant feedback with appropriate significant feedback with	k off late Marc		
3. Is there any delay?	Nothing outside normal project manageme	nt parameters.		
4. Will it be launched within the next 90 days?	It has already been launched. Now it is about to meet customers evolving needs.	out making inc	remental improv	ements
Andi Bridgmon/Matt Singh Called: 2/18/2020 VM to Matt Emailed: 2/11/2020/ Response: 2/28/2020				

PROJECT STATUS REVIEW Q4 2019

(March 4, 2020)

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska Motor Vehicles Department	Practice Test New & Changes to Questions	2/4/2019	1/1/2020	12
1. What is the project?	Updating the driver licensing practice tes	st questions on	the DMV websi	te.
2. What is the status of the project	Completed.			
3. Is there any delay?	Low priority – we fit in when it worked for	both Nebraska I	nteractive and D	MV
4. Will it be launched within the next 90 days?	Was already launched.			
Sara O'Rourke Called: Emailed: 2/11/2020 Response: Out of office until 2/19/2020 2/28/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Secretary of State	EFS Original Filings Re-Template	3/19/2019	1/29/2020	15
1. What is the project?	Creating a standard template for the EFS	original Filin	g Application	<u> </u>
2. What is the status of the project	NE.gov completed coding, so SOS can tes	t		
3. Is there any delay?	No – SOS identified enhancements to impr	ove the applica	ation.	
4. Will it be launched within the next 90 days?	Yes			
Chad Sump Emailed: 2/11/2020 Responded: 2/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Liquor Control Commission	NLCC License Search-ODL Retail CR	3/11/2019	1/1/2020	14
1. What is the project?	The recent project NE.Gov included repair o to search by retail licenses as well as SDL lic NE.Gov also purged prior license information will now be done yearly.	censes (it is cu	irrently searchin	g).
2. What is the status of the project	The project was completed on 1/29/20. The 2/10/20.	last issue with	the search was	createc
3. Is there any delay?	We have had two issues prior to this time. The first one was fixed. The second one just occurred this week, and I am waiting on information.			
4. Will it be launched within the next 90 days?	N/A			
Leanna Prange/Michelle Porter Called: Emailed: 2/11/2020-2/12/2020 emailed Michelle Response: out of the office until 2/13/2020 Michelle – 2/12/2020 responded.				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2	4/3/2019	12/31/2019	20
1. What is the project?	Payment Plan – Phase II. Phase II provide role assignment, reporting, processing busi			ch as
2. What is the status of the project	The Phase II requirements are still in develo	opment		
3. Is there any delay?	As you may know, IT Development projects aren't always cut and dried. This project is no different. Revenue has made every effort to provide clear directive and to avoid scope creep. I think Nebraska Interactive has made every effort to meet our needs and produce a quality product. This project started out as a partnership between Nebraska Interactive and Revenue and continues that way today.			fort to
4. Will it be launched within the next 90 days?	All signs point to having the Phase II requir	ements fully de	eployed within 90) days
Robert Wagner Called: Emailed: 2/11/2020 Response: 2/12/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska State Patrol	CHP File Bound Upgrade CR & Limited Criminal File Bound Upgrade	9/20/2019	1/14/2020	11
1. What is the project?	NSP is upgrading the version of Filebound. Limited Criminal File Project. This requires communicated between NI and FileBound.	a change to th	e API that	
2. What is the status of the project				
3. Is there any delay?	There have been a few minor delays for fire done by NI.	wall ports, etc,	outside of the w	ork
4. Will it be launched within the next 90 days?	This project will not be launched in the next	90 days		
Jeff Avey/Chris Neukirch Called: Emailed: 2/11/2020 Response: 2/18/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	PP Score
Nebraska State Patrol	Appointment Calendar Integration CR	10/4/2019	2/12/2020	12
1. What is the project?	Develop an interactive appointment calendar appointment for getting fingerprinted for applica public can select an appointment date, add per fingerprinting process and pay any applicable for change/modify/add/delete the appointment if ne the Online Calendar interface is auto populated streamlines the process and removes redundar	Int licensure and sonal information ees. The public a ecessary. The red to other NSP wo	permit reasons. required for the and NSP personn quired data captu rkflows systems,	The el can ired by which
2. What is the status of the project	The Online Calendar interface is complete a integration between Online Calendar interfa			
3. Is there any delay?	No major delays at this point – some time and acquiring proper programming time.	was spent waitir	ng on programn	ning
4. Will it be launched within the next 90 days?	We are currently testing the initial integration the next 90 days.	on and plan to h	ave this launch	ed within
Jeff Avey 402-479-4085 Called: Emailed: 2/11/2020 Response: 2/18/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score	
Nebraska State Patrol	Felony Conviction Project Phase 3	9/30/2019	3/10/2020	26	
1. What is the project?	Develop an automated system [similar to that of the Misdemeanor Crime of Domestic Violence (MCDV) reporting system currently being developed] to report unfingerprinted felony convictions to the federal National Instant Criminal Background Check System (NICS) directly from the convicting court to ensure nationwide availability for firearms eligibility background checks.				
2. What is the status of the project	Awaiting successful launch of the MCDV reporting system (scheduled for February 18, 2020).				
3. Is there any delay?	There were some delays with the MCDV re Nebraska State Patrol and the FBI that in tu				
4. Will it be launched within the next 90 days?	No.				
Jeff Avey 402-479-4085 Called: Emailed: 2/11/2020 Response: 2/18/2020					

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score			
Governor	Centralized Licensing & Permits Website	5/31/2019	10/31/2019	21			
	No fee for this service						
1. What is the project?		The projects goal was to create a one stop shop for all major filings in the State fo the business community. It was decided to approach in phases.					
2. What is the status of the project	Phase 1 is complete, it is up and running an initial feedback has been taken leading to improvements, phase two will kick off late March/early April to do significant feedback with appropriate changes.						
3. Is there any delay?	Nothing outside normal project management parameters.						
4. Will it be launched within the next 90 days?	It has already been launched. Now it is about making incremental improvement to meet customers evolving needs.						
Andi Bridgmon/Matt Singh Called: Left Message for Matt/per Andi 2/18/2020 Emailed: February 11, 2020 Response:							

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score	
Department of Natural Resources	Water Well Search Contractor/Upload CR	03/20/2019	3/11/2020	12	
1. What is the project?	Updating online water well registration process to improve quality of application and provide better communication during the water well registration process.				
2. What is the status of the project	Nebraska Interactive computer coders just	t began coding a	as of February 1	13.	
3. Is there any delay?	No delays thus far.				
4. Will it be launched within the next 90 days?	Once Nebraska Interactive is done with the data import. It will probably be launched wit followed.				
Mike Thompson Called: Emailed: 2/11/2020 Response: 2/18/2020					

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score		
Brand Committee	Sale Barn Tally Report CT	10/8/2019	1/15/2020	16		
1. What is the project?	"Canned" report that is our monthly summary report for all sale barns, packing plants and production sales. It also included the ability to add some historical numbers to complete reporting to the start of the fiscal year for complete data on sales.					
2. What is the status of the project	This was part of the original sale barn mileston January 2019 and we are still waiting on it's de after disagreements on its development, it has approved in January 2020 and are waiting on d issues? They are consulting legal even though any concerns.	livery. It has finall been UAT(user a eployment due to	ly developed in th ccepted tested) a o NI concerns on	ne fall Ind audit		
3. Is there any delay?	Yes.					
4. Will it be launched within the next 90 days?	It should have been deployed in January 2020. are told it will be launched.	When their legal	issues are resolv	ed we		
Danna Schwenk Called: Emailed: 2/11/2020 Response: 2/28/2020						

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	PP Score	
Brand Committee	Administrative Enhancement Packing Plants	10/15/2019	2/26/2020	32	
1. What is the project?	This is the next major milestone of Packing Plant inspection. This will include allowing inspectors to use the ipads in Lockers and packing plants, create end of day, week, month tally reports, better handle holds and clearances of those hold Submission of accompanying documentation.				
2. What is the status of the project	It is still in development.				
3. Is there any delay?	Yes. It has been side tracked as NBC prio now 14 months past due and has been a c				
4. Will it be launched within the next 90 days?	They expect yes, I am not positive as we h done any testing on the user side.	nave not even se	een the first vers	sion nor	
Danna Schwenk Called: Emailed: 2/11/2020 Response: 2/28/2020					

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score	
Workers' Compensation Court	eFiling eService to Co-Counsel CR	9/5/2019	2/11/2020	8	
1. What is the project?	A fix to eService for Workers' Compensation eFiling.				
2. What is the status of the project	I have tested the initial fix. I found a bug and they are in the process of fixing it so I can retest.				
3. Is there any delay?	It seems as though not having enough staff to handle the number of pending projects and emergencies has likely contributed to the delay in getting this proje completed.				
4. Will it be launched within the next 90 days?	Yes, that is the plan.				
Liz Gianunzio Called: Emailed: 2/11/2020 Response: 2/18/2020					

Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
Department of Motor Vehicles	DMV OTC Payments Add Corrections Locations CR	08/02/19	10/09/19		25
Secretary of State	SOS Website	06/17/19	10/23/19		20
Governor	Governor Centralized Licensing & Permits Website	05/31/19	10/31/19		21
Department of Insurance	DOI Medical Malpractice Renewals	04/16/19	11/19/19		26
Administrative Office of the Courts	AOC Trial Court eFiling Attorney Enhancement Pkg I	06/28/19	11/19/19		18
Department of Motor Vehicles	DMV DLS Class O & M Only Over 72 CR	08/12/19	12/04/19		34
Department of Motor Vehicles	DMV - SR22/SR26 - Single Submit	05/10/18	12/23/19		27
Projects Completed in Q3 2019					
Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
State Fire Marshal	SFM Elevator Permit Move from DOL CR	06/17/19	07/01/19	07/01/19	16
Department of Motor Vehicles	DMV DLS Organ Donor Age 16 CR	07/18/18	07/01/19	07/01/19	24
Hickman City	City of Hickman Utility Payments (AE)	01/24/19	05/21/19	07/03/19	34
Administrative Office of the Courts	AOC Trial Court eFiling State/Local Govt Attorney	02/12/19	05/21/19	07/09/19	30
Nebraska Department of Transportation	NDOT Roadside Memorial Sign (AE)	06/04/19	08/01/19	07/15/19	27
Administrative Office of the Courts	AOC Guardian/Conservator Search Retemplate	06/06/19	07/16/19	07/17/19	10
Nebraska Department of Revenue	NDR Website Contact Us Form (AE)	05/17/19	09/01/19	07/18/19	15
City of Benkelman	City of Benkelman Payport	06/25/19	07/22/19	07/18/19	30
City of Wakefield	Wakefield City Utility Payments (AE)	05/31/19	07/31/19	07/19/19	31
Board of Public Accountancy	BPA Report of Continuing Education(firm)Retemplate	08/21/18	07/22/19	07/22/19	12
Village of Guide Rock	Village of Guide Rock Payport	06/26/19	07/29/19	07/24/19	25
Department of Motor Vehicles	DMV OTC Merchant Code Changes CR	04/12/19	06/24/19	07/29/19	19
Pawnee County 54	Pawnee County District 1 Utility Payments (AE)	06/25/19	07/31/19	07/30/19	27
Nebraska Department of Agriculture	NDA European Corn Borer License App (AE)	12/12/18	08/26/19	08/19/19	24
Indianola City	Indianola City Utility Payment	08/07/19	08/26/19	08/23/19	23
Administrative Office of the Courts	AOC Trial Court eFiling Security Implementation CR	08/07/18	08/26/19	08/26/19	30
Nebraska Brand Committee	NBC Admin Interface & Backend Database	12/01/16	06/28/19	08/28/19	31
Nebraska Department of Agriculture	NDA Cottage Food Application (AE)	05/14/19	08/31/19	08/29/19	19
Nebraska Commission of Industrial Relations	NCIR Report Remove Authentication CR	08/12/19	12/31/19	09/13/19	9
Board of Geologists	BOG License Renewal Compliance Questions CR	08/14/19	09/30/19	09/25/19	11
Nebraska Real Estate Commission	NREC License Portal BAT to CAT	08/28/19	09/10/19	09/30/19	6
Buffalo County Clerk	Buffalo County Clerk Payport	03/26/19	09/30/19	09/30/19	24

Partner Name	Project Name	Start Date Target Actual			
			Launch Date	Date	Score
Department of Revenue	NDR Tax Payment Plan Phase 2	04/03/19	12/31/19		2
Nebraska Liquor Control Commission	NLCC License Search - ODL Retail CR	03/11/19	01/01/20		1
Department of Motor Vehicles	DMV Practice Test New & Changes to Questions	02/04/19	01/01/20		1
Governor	Governor Centralized Licensing & Permits Website	05/31/19	**1/10/2020		2
Nebraska State Patrol	NSP CHP File Bound Upgrade CR	09/20/19	01/14/20		1
Nebraska State Patrol	NSP Limited Criminal File Bound Upgrade CR	07/26/19	01/15/20		1
Nebraska Brand Committee	NBC Sale Barn Tally Report CR	10/08/19	01/15/20		1
Secretary of State	SOS EFS Original Filings Retemplate	03/19/19	01/29/20		1:
Workers Compensation Court	WCC eFiling eService to Co-Counsel CR	09/05/19	02/11/20		
Nebraska State Patrol	NSP Appt Calendar Integration CR	10/04/19	02/12/20		1
Nebraska Brand Committee	NBC Admin Enhancement Packing Plants	10/15/19	02/26/20		3
Nebraska State Patrol	NSP Felony Conviction Project Phase 3	09/30/19	03/10/20		2
Department of Natural Resources	DNR Water Well Search Contractor/Upload CR	03/20/19	03/11/20		1
Projects Completed in Q4 20	019				
Partner Name	Project Name	Start Date	Target	Actual End	PP
			Launch Date	Date	Score
Department of Motor Vehicles	DMV Insurance Database System Backend CR	04/24/19	05/21/19	10/11/19	1.
Department of Motor Vehicles	DMV MVR Dealer Automated Services	06/28/19	10/13/19		
Department of Motor Vehicles	DMV MVR Fleet Renewals	06/03/19	10/13/19		
Department of Motor Vehicles	DMV TLR Interactive Backend CR	04/10/19	05/07/19		
Department of Motor Vehicles	DMV TLR Special Request - Backend CR	05/01/19	07/31/19		
County Government	County Real Estate Pymts (GIS) Modify TPE Send CR	08/28/19	09/10/19		
Board of Geologists	BOG License Renewal Compliance Questions CR	08/14/19	09/30/19	10/22/19	
Department of Motor Vehicles	DMV OTC Payments Add Corrections Locations CR	08/05/19	10/09/19	10/24/19	2
Department of Motor Vehicles	DMV TLR/VTR Batch - Backend CR	08/01/18	07/23/19	11/07/19	3
Upper Big Blue NRD	Upper Big Blue NRD Tree Sales (AE)	10/16/19	11/18/19	11/14/19	2
Department of Motor Vehicles	DMV DLS Class O & M Only Over 72 CR	08/13/19	**12/4/2019	12/03/19	3
City of Dakota City	City of Dakota City Utility Payment (AE)	11/13/19	12/09/19	12/09/19	3
Secretary of State	SOS Website	06/17/19	**12/12/2019	12/12/19	2
Nebraska State Patrol	NSP Concealed Handgun - DMV Photo Share	09/06/17	12/10/19		
NEDIASKA SLALE FALIUI		10/01/18	08/27/19		
Department of Administrative Services	DAS Website (Teammates)	10/01/10	00/27/13	12/11/19	· ·

** Target Date Changed







Presents the Nebraska.gov General Manager's Report

July – September 2019 Quarter 3

1135 M Street, Suite 220 | Phone: 402-471-7810 | Fax: 402-471-7817 | Email: bhoffman@egov.com



Executive Summary

Expanding and Defending the Core business

We made changes within our operations to help our identify our partners pain points, streamline operations bringing on new staff. We helped our partners address unexpected nefarious marketing campaigns, Facebooks unexpected Voter registration day campaign and Google's browser policy change. We increased the performance implementing captcha technology.

Build Near-term growth initiative

Customer and citizen engagement is the common focus of National Association of Government leaders across the nation. NI has an opportunity to pilot a Voice of the Customer initiative with the nations leader. Our valuable partners turn to us to expand their suite of services to address operational efficiencies Department of Health and Human services Vital Records continues to be delayed by red-tape and we have a solution for Game and Parks upcoming PCI compliance deadline.

Viable Options for long-term Growth

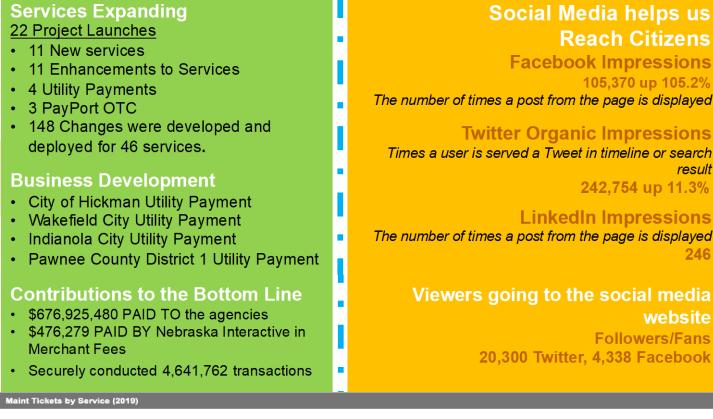
October is Annual association conference and both I attended the National Association of State Chief Information Officers (NASCIO) and the American Association of Motor Vehicle Administrators set their short-term focus on Artificial Intelligence (AI) and customer engagement.

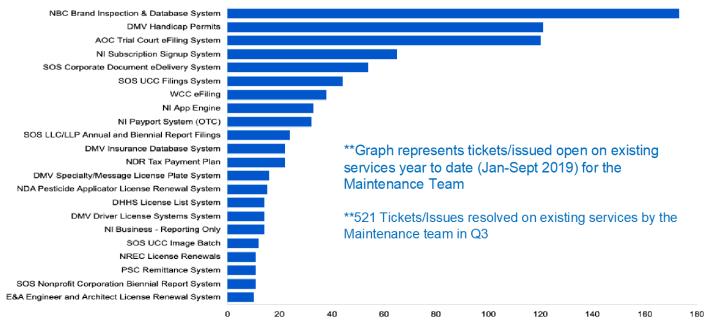
NEBRASKA.gov



(Section IV) Nebraska technology creates Increased Reach & Services

2019 Q3 Marketing and Business Report

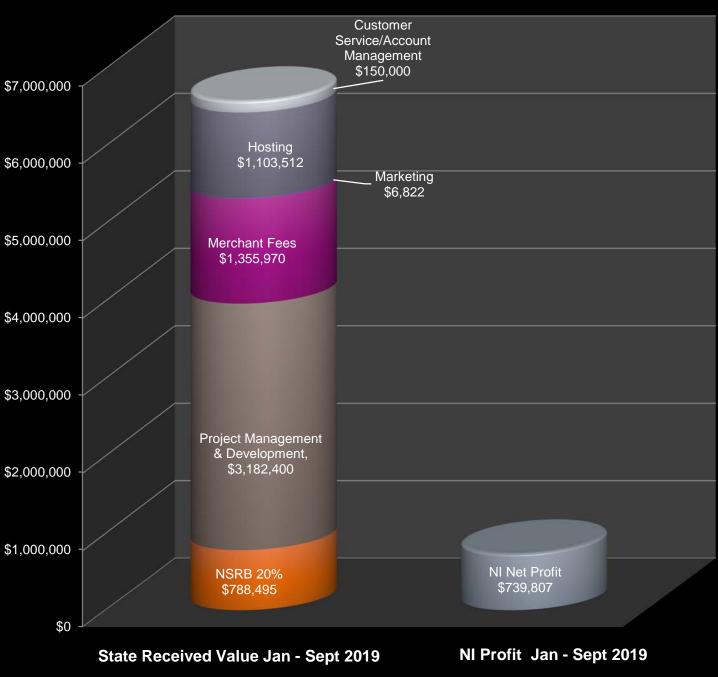








Jan - September 2019 Self-funded Value



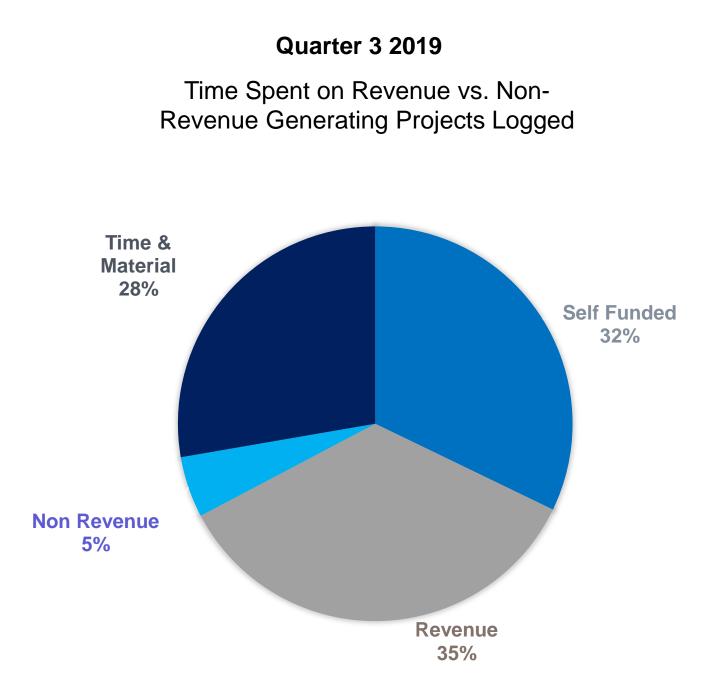
Note: The above graph is not all inclusive.

* Value categories displayed are based on actual expenses and Time & Material contract prices.





(Section IV. W.) Manage - Revenue vs. Non-Revenue Generating Projects (YTD)



For definitions, please see Glossary of Terms on page 3



Noteworthy

We have made a change to the reported financials by expanding the single expense line to incorporate the General and Administrative (G&A) services paid for by NI. These G&A services such as Legal, HR and accounting are provided by NIC Inc. and are normal expenses any business would incur. Leveraging the economies of scale NI reduces our overhead costs in order to focus on expanding State services at the local level.

		Nebraska Interactive, Inc.		
		Statement of Operations		
		Ending September 30, 2019		
	September	September	2019	2018
	2019	2018	YTD	YTD
NII Revenue	\$679,239	\$609,597	\$6,653,405	\$5,904,961
20% NSRB Partner Margin Share	\$95,797	\$41,669	\$788,495	\$419,773
Gross Margin	\$583,442	\$567,929	\$5,864,909	\$5,485,188
	-	-	-	-
Merchant and Payment Processing	\$236,100	\$160,557	\$2,148,788	\$1,651,881
General and Administrative	\$9,284	\$10,325	\$94,283	\$94,830
IT and Development	\$161,146	\$157,105	\$1,381,738	\$1,020,696
Compliance	\$1,595	\$1,113	\$17,072	\$15,484
Marketing and Advertising	\$21,938	\$23,011	\$266,234	\$593,121
Operating Expenses	\$200,557	\$184,580	\$1,729,492	\$1,561,702
	* • • • • • •	* *** * **		A070 (6)
Total Income Tax Expense (Benefit)	\$13,210	\$29,469	\$275,991	\$272,461
Net After-Tax Income (Loss)	\$35,409	\$43,436	\$739,807	\$694,787



Noteworthy

Commonwealth Of Virginia Selects NIC's Virginia Interactive As A Provider Of State Digital Government Services

After a competitive bid process, the Commonwealth of Virginia has awarded <u>Virginia</u> <u>Interactive</u> (VI) a new enterprise services contract to provide state digital government solutions. The multi-vendor award is for five years initially and includes three one-year renewal options. This long-term commitment allows VI to work alongside the state through the <u>Virginia</u> Information Technologies <u>Agency</u> (VITA) to continue improving the efficiency and experience of government

efficiency and experience of government services.

Virginia Interactive works with the Commonwealth of Virginia's agencies and localities to deliver services focused specifically on helping residents easily and conveniently interact with government. VI has been a trusted partner to the Commonwealth for state government services for more than 20 years, a partnership that has garnered more than 60 awards and accolades as an innovator in digital government services.

"Our mission is to create solutions that make interactions with state and local government simpler for citizens and businesses," said Travis Sarkees, President and General Manager of Virginia Interactive. "We look forward to many new opportunities with our long-standing and new partners to further apply our standards of customer service and innovation in the digital government space."

Virginia Interactive has partnered with the state to create award-winning solutions like the Printable on Demand temporary vehicle tag solution for the Department of Motor Vehicles, an online payment solution for the Supreme Court of Virginia that brings flexibility and convenience to citizens, and a new innovative website for Fairfax County.

"NIC is honored that we are once again expanding our role with the Commonwealth of Virginia," said Harry Herington, Chief Executive Officer and Chairman of the Board for NIC Inc. "We're proud to continue our 20-year commitment to the state and its citizens, and we're excited to open this new chapter in our shared story." VI is one of three suppliers VITA Citizen-Facing Website and Application Services contracted with to provide hosting, development, operations and maintenance, full lifecycle support and payment processing services. All Virginia public bodies can utilize the contract, including state agencies, localities, schools, colleges and universities.

Virginia has been rated by CNBC as the best state in the country in which to do business for four out of the 13 years it has conducted its annual ranking of *America's Top States for Business*.

Virginia Interactive is a part of NIC Inc. (Nasdaq: EGOV), the nation's leading provider of digital government services.

ABOUT VIRGINIA INTERACTIVE

Virginia Interactive, LLC, is a whollyowned subsidiary of NIC and is part of the NIC family of digital government service providers, making government interactions simple for the citizens and businesses of the Commonwealth of Virginia. www.virginiainteractive.org.

ABOUT NIC

NIC Inc. (Nasdaq: EGOV) launched the digital government industry in 1992, and continues to lead it, providing a secure payment engine and thousands of digital government solutions across a network of more than 6,000 federal, state, and local government agencies. In addition, NIC is a leading provider of outdoor recreation solutions, with 1 out of 6 hunting and fishing licenses in the United States sold using an NIC service. The Company created the nation's first personal assistant for government and comprehensive mobile platform, <u>Gov2Go®</u>, as well as the innovative, data-driven prescription drug monitoring platform, RxGov®. More information is available at www.egov.com.



Nebraska Brand Committee

Key team members and I traveled to Broken Bow, Nebraska to attend the first all-Brand Inspector meeting. The Committee Chair talked about the past and future of the Brand and Cattle industry.

- Technology was at the forefront of the future.
- Feedback from mobile inspections was overall positive intuitive, and user friendly.
- Pain Points being addressed;
 - Multiple check scanning for same check (planning)
 - Admin page load time (fixed)
 - Brand lookup (in Progress)

Normshield

A National security software company launched what many consider a deceitful marketing campaign directed at all state election commissions;

- The company public release announcing the completion of an assessment of security risks for all 50 state online voter services. In the following months they will publish the grades for each state.
- The portal is audited Department of Homeland Security scan of the Nebraska network and an overview of NIC's independent audit program.
- NIC consulted with the National Association of Secretary of States to address the situation.



NIC Legal Contract Review

NIC legal was onsite to review our contract compliance. Our findings are the email addresses for Notices in Section I KK. Confidentiality are specific to individuals, one which is currently no longer with the State. We do not see these as a substantive change. We will send a letter in writing of our intent to use the new email and mailing address identified by appropriate NSRB personnel.

Facebook voter registration marketing campaign.

Facebook informed the National Association of Secretary of States (NASS) and National Association of State Election Directors (NASED) Facebook will be promoting 2019 voter registration reminders to people who have moved, for those 18-year-old, and for <u>all Facebook users</u> on National Voter Registration Day providing a link to Nebraska's state Online Voter Registration page. The roll out on National Voter Registration day (NVRD) reminders were posted, September 19th in the afternoon/evening Eastern Time.

Statements of Work

We are working with the Department of Administrative services to streamline and organize the processing of Statements of Work making it easier for agencies to process invoices.



Security

Each agency is required to submit a comprehensive 76-page Self-Assessment Questionnaire (SAQ) D and Attestation of Compliance (AOC) for Merchants. NIC Inc. issued a SOC2 with the security, availability and processing integrity principals for the July 1, 2018 through June 30, 2019 reporting period. By adding the processing integrity principle to the SOC2 report for this reporting period, NIC included the control activities previously reported on in the SOC1, eliminating the need for a SOC1 report. This report is PROPRIETARY & CONFIDENTIAL – Not for distribution without written permission from NIC, Inc. and is on file with the State Treasurer and State Security Officer. This level of compliance provided to the State eliminates over 2/3 of SAQ for those agencies processing payments with NI.

2019 Cyber Security Conference

the 14th Annual Nebraska Cyber Security Conference, are expecting another record turnout of over 400 attendees. The Nebraska Cyber Security Conference will assist in raising our awareness of cyber security and help in protecting all of us in cyberspace. NI was proud to work with Chris Hobbs the State Security Officer (SSO) and Southeast community college to rollout a new (and improved!) way to register as a presenter this year. This eliminated the presenters filling out a form and sending it back to Chris.

Rob Harvey, NIC's Lead Security Analysist spoke to government IT officials about What is ahead for PCI Standards. Rob has been working in the PCI compliance area for the past 13 years. Rob is a PCI certified Internal Security Assessor for NIC Inc which is the parent company for Nebraska Interactive. Rob has been working as a security professional for the past 25 years and also is certified as a Certified Information Systems Security Professional (CISSP)



New Staff

We welcome two new members of our team Joshua Sim and Abby Rogers

- Josh Sim has BS in Computer science with strong JAVA skills in addition to windows and MySQL environments. He worked on a project for the Jeffrey S. Raikes which was sponsored by Fiserv developing a conversational interface to work with Business indicator reports.
- Abigail Rogers has a BS in Molecular Biology. Her quality assurance background in molecular lab testing led her to focus on software after she managed a large migration project. She is a great multitasker and a certified SCRUMM master in Agile development.

Office Changes

After 2 years of operations in our new office, we need to improve communications based on operational feedback. We improved our in-office network by upgrading the older Cat 5 to Cat 6. This will support video over ethernet for on floor operational dashboards. This cost will be applied to our lease in negotiation for our generator. To facilitate our team development, we arranged the floor Creating "pods" for teams to Improve communications and Moved the maintenance team closer to support desk.



NI Survey employee survey

- 100% non-management Participation
- When Rating NI overall
 - Highest Rating: Felt proud to tell people where they worked
 - Lowest Rating: Opportunities for career advancement
- 100% of the staff would recommend NI to a friend as a great place to work
- The most/least important workplace factors desired in a workplace;
 - Most important: Feeling Valued
 - Least Important: Company Culture
- What staff liked the most about their work;
 - The employees, the positive and supportive work environment, the understanding and flexibility of my coworkers and superiors, making a difference to our partners and the citizens of NE, Open channels of communication, minimum supervision, trust in the quality of work
- What staff liked least about their work;
 - Overwhelming amount of work and projects, bugs and enhancements outside our control, workload, high expectations for employee performance vs salary paid, Increasing responsibilities
- Management received an 80% Approval Rating



DMV's modernized Vehicle Titling and Registration system(VicToRy)

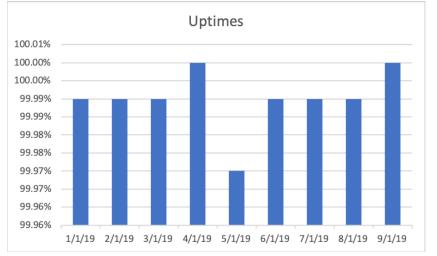
On October 15th the Nebraska Department of Motor Vehicles will go live with a modernized vehicle registration and titling system. VicToRy replaces a backend system in place since the early 1990's. As a result of this change, Nebraska Interactive has been working on significant changes for the past 12 months, including updating and enhancing code, test and launch to 5 online DMV service at no cost to the DMV. The total work completed by Nebraska Interactive will be in the rage of over 320 hours, equivalent to approximately \$40,000 in cost savings to the DMV. This has been a significant project that has included work and coordination with all 93 County Treasurers. The modernized system will also expand online services:

- Fleet Renewals Enabling businesses to complete registration renewals for multiple vehicles in a streamlined manner.
- Dealer Automated Systems Allowing dealers to pay for sales tax, title and registration fees at the time the vehicle is purchased. This benefits citizens where these charges can then be incorporated into their financing, reducing their out of pocket expense.

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Expand and Defend the Core Business

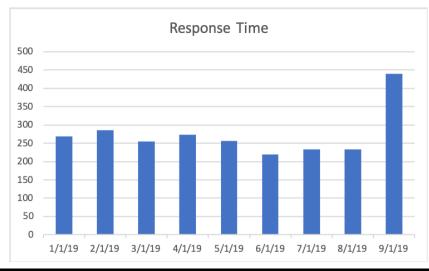


The Network uptime was 99.99% for the quarter with an overall 99.99% for 2019.

The response time increase in September we believe is a result of Google's self-imposed change to display "Site not Secure" on all websites that did not use Secure Socket Layer (SSL) encryption. The extra layer of processing increased our response times, yet well under what is required by contract.

- This migration consumed almost 200 hours and 34 deploys over the past 10 months not including the OCIO time and resources.
- A new third-party provider will be monitoring the Portal availability and response times. The monitoring changes may affect future response time and reported availability differently.

Response times have been reduced 30% over same period last year, by implementing Captcha on publicly available search sites. In the Past quarter, we eliminated 210 terabytes of data which was 49.44% of the total data served by the portal.



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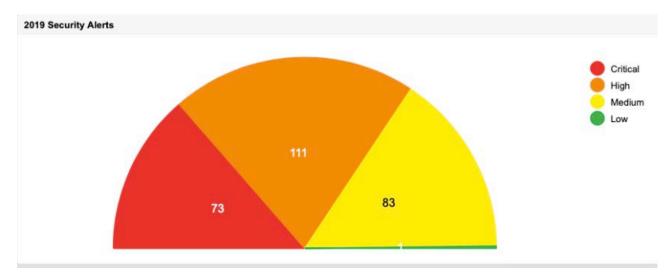


Expand and Defend the Core Business



NI responded to 68 Security Alerts in Quarter 3. These alerts are compiled through a various collection of sources. They can be supplied directly from the vendor of the affected asset or can be published by third parties which have discovered a vulnerability or attack. These alerts are created by Security Analysts within entities such as the Federal Bureau of Investigation, Department of Homeland Defense and the Multi-State Information Sharing & Analysis Center. Each entity sends alerts out to instruct NI to take the necessary steps to protect our assets from these discovered vulnerabilities or attacks.

Published alerts may or may not apply to the portal system. NI acknowledges and evaluates each alert to determine any impact to our systems and makes any necessary changes.





Build Near-Term Growth Initiatives

Voice of the Customer (VOC)

Customer satisfaction of Nebraska's online services NI is working on a unique opportunity to work with Verint on the first ever state government pilot. Verint is the leader in providing powerful enterprise Voice of the Customer (VOC) dashboards to measure customer service satisfaction based on customer feedback and demographics. Our Federal engagement with Verint began with the Federal Department of Agriculture's "Ask Sonny" website, which allows the public to provide questions and feedback directly to the Cabinet Secretary.

We are working on a 60-day pilot at no-cost to the portal or the State. Aside from monitoring all portal websites the agreement allows for 3 online services we have identified as;

- Court Citation Payments (Courts)
- Motor Vehicle Renewals(DMV)
- eDocument Delivery (SOS)

There is a moderate level of effort to the portal, but this risk of effort outweighs the potential value to the State. If successful, this would be an excellent investment opportunity for the board to view electronic engagement across the entire State of Nebraska.

Courts

 The courts are evaluating the expansion of their Over-the-Counter solution for court payments. Citation revenue could increase in annual recurring revenue and Non-citations payments would be a new source of reoccurring revenue. The courts are still considering the potential for mandatory eFiling and types for attorneys potentially increasing annual recurring revenue



Build Near-Term Growth Initiatives

Nebraska Game and Parks

Currently, one out of six hunting licenses in the nation is sold through an NIC system. NIC is a leading provider of outdoor recreation transactions, and processes nearly 18 million outdoor recreation transactions annually. NIC provides outdoor recreation and payment solutions in 13 states.

Game and Parks will not be PCI Compliant April 1st 2020 which means they will not be able to process credit card payments in the field or online. We have made repeated attempts to talk with Game and Parks about our mobile and multi-channel payment solution. At this point that have not responded to our requests to demonstrate our flexible mobile payment solutions.

Vital Records

A request from outside of DHHS, has asked the OCIO for a competitive quote for the state to build host and maintain a similar solution. To help reduce delays we provided a copy of the high-level functionality which includes request fulfilment, reporting and management of state and local agencies, locations, content and certificates.

The NIC managed Software as a Solution (SaaS) Electronic Government Service developed by NIC and managed by Nebraska Interactive no cost to the State and shares revenues with the State Records Board.



Viable Options for Long-Term Growth

NASCIO

Attended the National Association of State Chief Information Officers (NASCIO) in Nashville, TN. Themes of the conference;

- Artificial Intelligence Current/Future State
- Customer engagement
- Cybersecurity/Ransomware

Association of Motor Vehicle Administrators (AAMVA)

Attended Region 3 Conference in Milwaukee, WI and the International conference in Omaha, NE.

- AAMVA Themes;
 - Customer Service
 - Fraud Prevention
 - Technology law





(Section IV. W. 2. c.) Financials outlining volume and revenue details for each service

Appendix 1





(Section IV. W. 4. a. & 2. a) Project Status Reports

Appendix 2

Payment Statement August 30, 2019

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

July 1st - July 31st

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share	NII Gross Share N	NSRB Share (2 N	II Share (80%)
DMV- DLR - Batch	15,172	\$3.00	\$45,516.00	\$30,344.00	\$15,172.00	\$3,034.40	\$12,137.60
DMV- DLR - Monitoring Fee	660,950	\$0.06	\$39,657.00	\$26,438.00	\$13,219.00	\$2,643.80	\$10,575.20
DMV- DLR - Interactive	79,398	\$3.00	\$238,194.00	\$158,796.00	\$79,398.00	\$15,879.60	\$63,518.40
DMV- DLR - Certified	35	\$3.00	\$105.00	\$70.00	\$35.00	\$7.00	\$28.00
DMV- DLR - Certified Transcript	179	\$4.00	\$716.00	\$537.00	\$179.00	\$35.80	\$143.20
DMV - DLR Single	1,763	\$3.00	\$5,289.00	\$3,526.00	\$1,763.00	\$352.60	\$1,410.40
DMV - Driver License Renew	8,081	Varia	\$203,035.00	\$192,262.50	\$10,772.50	\$2,154.50	\$8,618.00
DMVMETROSOUTH	470	Varia	\$11,479.75	\$10,847.50	\$632.25	\$126.45	\$505.80
DMVMETROSOUTH	377	Varia	\$7,859.50	\$7,859.50	\$0.00	\$0.00	\$0.00
DMVMapleLocation	315	Varia	\$7,565.75	\$7,152.00	\$413.75	\$82.75	\$331.00
DMVMapleLocation	253	Varia	\$5,551.00	\$5,551.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	110	Varia	\$2,731.50	\$2,594.00	\$137.50	\$27.50	\$110.00
DMVNorthExpress	189	Varia	\$3,926.50	\$3,926.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	16,678	\$1.00	\$16,678.00	\$6,671.20	\$10,006.80	\$2,001.36	\$8,005.44
DMV- TLR - batch	49,480	\$1.00	\$49,480.00	\$19,792.00	\$29,688.00	\$5,937.60	\$23,750.40
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	11	\$50.00	\$550.00	\$374.00	\$176.00	\$35.20	\$140.80
DMV- TLR - Vol. Over 2,000/Run	20	\$18.00	\$360.00	\$200.00	\$160.00	\$32.00	\$128.00
DMV - Reinstatement	1,948	\$3.00	\$145,844.00	\$140,000.00	\$5,844.00	\$1,168.80	\$4,675.20
DMV - Specialty Plates	1,344	\$3.00	\$53,962.00	\$49,930.00	\$4,032.00	\$806.40	\$3,225.60
DMV - IRP	259	Variable	\$322,862.52	\$321,576.84	\$1,285.68	\$257.14	\$1,028.54
DMV - IFTA	855	Variable	\$278,125.07	\$276,268.65	\$1,856.42	\$371.28	\$1,485.14
DMVOTC	5,894	Variable	\$145,838.00	\$137,969.00	\$7,869.00	\$1,573.80	\$6,295.20
DMVOTC_CASH	5,169	Variable	\$111,429.50	\$111,429.50	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	744	Variable	\$30,658.00	\$28,150.00	\$2,508.00	\$501.60	\$2,006.40
DMV - Motor Vehicle Renewals	35,411	Variable	\$7,284,006.12	\$7,123,103.27	\$160,902.85	\$32,180.57	\$128,722.28
HHSS - Health Practitioner Lists	81	Variable	\$6,740.00	\$0.00	\$6,740.00	\$1,348.00	\$5,392.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,795.00	\$0.00	\$2,795.00	\$559.00	\$2,236.00
HHSS - Health License Monitoring	46,215	Variable	\$462.15	\$0.00	\$462.15	\$92.43	\$369.72
HHSS - Health License Monitoring Mo. Min.	4	Variable	\$58.47	\$0.00	\$58.47	\$11.69	\$46.78
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_SDL	228	Variable	\$12,710.12	\$12,080.00	\$630.12	\$126.02	\$504.10
SED - Electrical Permits	966	4% of Fee	\$114,871.00	\$114,871.00	\$4,594.84	\$918.97	\$3,675.87
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	193	3.00	\$8,229.00	\$8,229.00	\$579.00	\$115.80	\$463.20
SED - License List	1	Variable	\$15.00	\$15.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	52	3.00	\$3,276.00	\$3,276.00	\$156.00	\$31.20	\$124.80
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,040.00	\$1,040.00	\$40.00	\$8.00	\$32.00
SOS - Corporation filings (LLC/LLP)	-1	\$3.00	-\$13.00	-\$10.00	-\$3.00	-\$0.60	-\$2.40
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,801	\$2/varia	\$128,142.45	\$123,680.00	\$4,462.45	\$892.49	\$3,569.96

	0	Marticle	#0.00	* 2.00	\$0.00	\$0.00	\$0.00
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	31	\$10.00	\$310.00	\$310.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	656	\$6.50	\$4,264.00	\$1,640.00	\$2,624.00	\$524.80	\$2,099.20
SOS - CollectionRenew	0	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	602	\$6.50	\$3,913.00	\$1,505.00	\$2,408.00	\$481.60	\$1,926.40
SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	28	Varia	\$525.00	\$262.50	\$262.50	\$52.50	\$210.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Images Subscriber	4,810	\$0.45	\$2,164.50	\$1,539.20	\$625.30	\$125.06	\$500.24
SOS - Corporate Images Credit Card	3,814	\$0.45	\$1,716.30	\$1,220.48	\$495.82	\$99.16	\$396.66
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	5,225	\$300.00 \$4.50	\$23,512.50	\$18,287.50	\$5,225.00	\$1,045.00	\$4,180.00
	3						\$960.00
SOS - UCC Monthly Batch Service		\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	
SOS - UCC Special Request	419	Variabl	\$838.00	\$419.00	\$419.00	\$83.80	\$335.20
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	6	\$15.00	\$90.00	\$45.00	\$45.00	\$9.00	\$36.00
SOS - UCC ContinuationI Filings	1,149	\$8.00	\$9,192.00	\$7,468.50	\$1,723.50	\$344.70	\$1,378.80
SOS - UCC Original Filings	1,472	\$8.00	\$11,776.00	\$9,568.00	\$2,208.00	\$441.60	\$1,766.40
SOS - UCC Electronic Amendments	328	\$8.00	\$2,624.00	\$2,132.00	\$492.00	\$98.40	\$393.60
SOS - UCC Electronic Assignments	9	\$8.00	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80
SOS - UCC Electronic Collateral Amendments	108	\$8.00	\$864.00	\$702.00	\$162.00	\$32.40	\$129.60
SOS - UCC Images	9,661	\$0.45	\$4,347.45	\$3,091.52	\$1,255.93	\$251.19	\$1,004.74
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	21	Variable	\$168.00	\$136.50	\$31.50	\$6.30	\$25.20
SOS - UCCASSIGN_BULK	9	Variable	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80
SOS - UCCCOLLAMEND	14	Variable	\$112.00	\$91.00	\$21.00	\$4.20	\$16.80
SOS - UCCCONT_BULK	158	Variable	\$1,264.00	\$1,027.00	\$237.00	\$47.40	\$189.60
SOS - UCCORIG_BULK	643	Variable	\$5,144.00	\$4,179.50	\$964.50	\$192.90	\$771.60
SOS - EFS Interactive Searches	910	\$4.50	\$4,095.00	\$3,185.00	\$910.00	\$182.00	\$728.00
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	220	\$2.00	\$1,760.00	\$1,430.00	\$330.00	\$66.00	\$264.00
	156						\$204.00
SOS - EFS Original Filings		\$8.00 \$5.50	\$1,248.00 \$27.50	\$1,014.00 \$0.00	\$234.00 \$27.50	\$46.80 \$5.50	\$107.20
REV - Sales/Use Tax Permit Lists	5			\$0.00			
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$23,445.00	\$22,741.65	\$703.35	\$140.67	\$562.68
E&A - Engineers & Architects License Renewal	2	5% of Fee	\$272.00	\$272.00	\$13.60	\$2.72	\$10.88
E&A - Engineers & Architects	39	5% of Fee	\$5,850.00	\$5,850.00	\$292.50	\$58.50	\$234.00
Water Well Registrations	173	5% of Fee	\$14,760.00	\$13,726.80	\$1,033.20	\$206.64	\$826.56
REV - Motor Fuels Tax Filing	663	\$0.25	\$165.75	\$0.00	\$165.75	\$33.15	\$132.60
NDOA - Applicator permits	84	Variable	\$3,855.00	\$3,660.00	\$195.00	\$39.00	\$156.00
NDOA - AGAERIAL_LICENSE	2	Variable	\$204.98	\$196.50	\$8.48	\$1.70	\$6.78
NDOA - Measuring device	2,728	Variable	\$699,909.59	\$689,125.37	\$10,784.22	\$2,156.84	\$8,627.38
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	205	Variable	\$1,010,424.43	\$1,009,735.80	\$688.63	\$137.73	\$550.90
NDOA - AGSMALL PACKAGE	4	Variable	\$743.06	\$718.00	\$25.06	\$5.01	\$20.05
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL Tonnage	565	Variable	\$421,574.54	\$418,967.55	\$2,606.99	\$521.40	\$2,085.59
NDOA - AGFIRM REGISTRATION	6	Variable	\$86.73	\$74.50	\$12.23	\$2.45	\$9.78
NDOA - AGGFAL Renew	4	Variable	\$90.37	\$83.00	\$7.37	\$1.47	\$5.90
NDOA - DAIRY/EGG/TURKEY	4 5	Variable	\$16,646.44	\$16,618.59	\$27.85	\$5.57	\$22.28
NDOA - Grape/Potato	5	Variable	\$10,040.44	\$57,686.56	\$27.85 \$214.83	\$5.57 \$42.97	۶22.20 \$171.86
NDOA - Grape/Polato NDOA - Food License Renewals	-						
NDOA - FUUU LIVEIISE AEIIEWAIS	2,922	Variable	\$473,762.06	\$463,418.10	\$10,343.96	\$2,068.79	\$8,275.17

NDOA - AGMILK_RENEW	83	Variable	\$14,256.59	\$13,854.75	\$401.84	\$80.37	\$321.47
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	10	Variable	\$1,471.84	\$1,424.25	\$47.59	\$9.52	\$38.07
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	39	Variable	\$44,011.97	\$43,904.50	\$107.47	\$21.49	\$85.98
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	1	Variable	\$100.18	\$96.00	\$4.18	\$0.84	\$3.34
NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	27	Variable	\$303.75	\$270.00	\$33.75	\$6.75	\$27.00
SFM - Fireworks Display Permits	1	Variable	\$207.00	\$200.00	\$7.00	\$1.40	\$5.60
SFM BOILER	38	Variable	7,420	7,420	\$114.00	\$22.80	\$91.20
SFM_ELEVATOR	34	Variable	2,480	2,480	\$102.00	\$20.40	\$81.60
SFM_ELEVATOR_CC%	26	Variable	5,880	5,880	\$176.40	\$35.28	\$141.12
OTC-Over the counter payment	17,142	Variable	\$3,392,374.93	\$3,340,520.22	\$51,854.71	\$10,370.94	\$41,483.77
OTC Billback	132	Variable	\$567.95	\$0.00	\$567.95	\$113.59	\$454.36
PropertyTax Payments	1,276	Variable	\$6,505,103.95	\$6,490,215.75	\$14,888.20	\$2,977.64	\$11,910.56
NDOL - Contractor Registration	1,631	Variable	\$72,573.70	\$67,675.00	\$4,898.70	\$979.74	\$3,918.96
NDOL_OVR_PMT	59	Variable	\$4,010.24	\$3,832.27	\$177.97	\$35.59	\$142.38
NDOL ^T AX PMT	21	Variable	\$9,005.66	\$8,895.74	\$109.92	\$21.98	\$87.94
NEROADS - DOT_Permits	11,576	Variable	\$294,941.50	\$274,680.00	\$20,261.50	\$4,052.30	\$16,209.20
NEROADS- NDOTSPD	12	Variable	\$1,639.94	\$1,557.23	\$82.71	\$16.54	\$66.17
NEROADS - NDOTPERMITS	70	Variable	\$1,597.50	\$1,487.60	\$109.90	\$21.98	\$87.92
State Patrol Crime Report	1,333	\$18.00	\$28,737.00	\$23,175.00	\$5,562.00	\$1,112.40	\$4,449.60
NSPCCW_Renew - NSP Conceal & amp; Carry Permit Renewal	295	\$4.50	\$16,077.50	\$14,750.00	\$1,327.50	\$265.50	\$1,062.00
State Patrol Crime Report - Subscriber	1,139	Variable	\$17,639.50	\$14,577.70	\$3,061.80	\$612.36	\$2,449.44
Event Registration	236	10% of Fee	\$13,208.00	\$11,898.20	\$1,309.80	\$261.96	\$1,047.84
Sarpy_Stop	228	Variable	\$30,525.00	\$29,783.18	\$741.82	\$148.36	\$593.46
Medicaid & Long Term Care	147	\$1.75	\$11,089.00	\$11,089.00	\$257.25	\$51.45	\$205.80
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	84	Variable	\$3,643.02	\$3,550.00	\$93.02	\$18.60	\$74.42
order_form_LPNNRD	54	Variable	\$1,869.50	\$1,738.88	\$130.62	\$26.12	\$104.50
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	209	Variable	\$30,810.28	\$29,989.74	\$820.54	\$164.11	\$656.43
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	96,033	Variable	\$5,761.98	\$0.00	\$5,761.98	\$1,152.40	\$4,609.58
NBC_Inspections	575	Variable	\$56,124.67	\$56,124.67	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	69,843	Variable	\$4,190.58	\$0.00	\$4,190.58	\$838.12	\$3,352.46
NBC_NISaleBarn	46,633	Variable	\$46,633.00	\$46,633.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	46,633	Variable	\$2,797.98	\$0.00	\$2,797.98	\$559.60	\$2,238.38
NBC_RFLRenewal	7	Variable	\$69,000.00	\$69,000.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,375	Variable	\$5,500.00	\$3,437.50	\$2,062.50	\$412.50	\$1,650.00
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,848	\$1.50	\$13,389.00	\$9,120.00	\$4,269.00	\$853.80	\$3,415.20
dhhscentregDHL	7,388	\$1.50	\$36,940.00	\$25,858.00	\$11,082.00	\$2,216.40	\$8,865.60
REVENUE_FEE	1,449	\$1.75	\$2,535.75	\$0.00	\$2,535.75	\$507.15	\$2,028.60
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,281,245.00		22,870,086.93	22,314,020.76	562,396.76	112,479.35	449,917.41

Service/Volume Processed	No. of Records [:] ee	per Record	Total Revenue	Agency Share N	I Gross Share	NII Share
Court Records (Justice) Per Record	146,499	\$1.00	\$146,499.00	73,249.50	73,249.50	\$73,249.50
Court Records (Justice) Monthly	83	\$500.00	\$41,500.00	\$20,750.00	20,750.00	\$20,750.00
Court Records (Justice) Credit Card Searches	881	\$15.00	\$13,215.00	\$6,607.50	6,607.50	\$6,607.50
Court E-Filing	16,046	\$1.00	\$16,046.00	\$0.00	16,046.00	\$16,046.00
COURTAPELFILE	414	\$2.00	\$1,116.00	\$300.00	816.00	\$816.00
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00	\$6,650.00
Court Citations	5,866	Variable	\$786,046.68	\$769,438.28	16,608.40	\$16,608.40
Court Payments	2,401	Variable	\$763,846.22	\$752,664.43	11,181.79	\$11,181.79
Lobbyist Registration	4	\$0.05	\$615.00	\$615.00	30.75	\$30.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	715	Variabl	\$3,260.00	\$1,379.00	\$1,881.00	\$1,881.00
Sccalessubscr	856	Variable	\$856.00	\$428.00	428.00 `	\$428.00
SUBTOTAL	173,898		1,779,649.90	1,625,431.71	154,248.94	154,248.94
						\$36,771.95

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board
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Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		483 variable 2 variable 0	10,526.66 48,400.00 100.00 0.00	10,526.66 48,400.00 100.00 0.00	10,526.66 48,400.00 100.00 0.00
SUBTOTAL			\$59,026.66	\$59,026.66	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [;] ee	per Record	Total Revenue Agency Share		e NII Share	
DAS - State Directory Order	0	5.00	0.00	0.00	0.00	
DED -Conference Registration	0	75.00	0.00	0.00	0.00	
DHHS - Birth Certificate Order	2,210	17.00	45,917.00	0.00	0.00	
LCC -Tax Payments	29	variable	2,860,799.00	2,860,799.00	0.00	
COURTEFILESUB	16,046	variable	\$449,396.00	\$449,396.00	0.00	
COURTAPPTFILE	6	variable	\$300.00	\$300.00	0.00	
PSCREMIT	374	variable	\$4,360,571.53	\$4,360,571.53	0.00	
WCCSUB	88	variable	\$1,379.00	\$1,379.00	0.00	
SUBTOTAL	18,753		\$7,718,362.53	\$7,672,445.53		

Payment Statement September 30, 2019

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

August 1st - August 31st

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share N	III Gross Share N	ISRB Share (2 N	II Share (80%)
DMV- DLR - Batch	14,467	\$3.00	\$43,401.00	\$28,934.00	\$14,467.00	\$2,893.40	\$11,573.60
DMV- DLR - Monitoring Fee	655,787	\$0.06	\$39,347.22	\$26,231.48	\$13,115.74	\$2,623.15	\$10,492.59
DMV- DLR - Interactive	80,910	\$3.00	\$242,730.00	\$161,820.00	\$80,910.00	\$16,182.00	\$64,728.00
DMV- DLR - Certified	27	\$3.00	\$81.00	\$54.00	\$27.00	\$5.40	\$21.60
DMV- DLR - Certified Transcript	171	\$4.00	\$684.00	\$513.00	\$171.00	\$34.20	\$136.80
DMV - DLR Single	2,074	\$3.00	\$6,222.00	\$4,148.00	\$2,074.00	\$414.80	\$1,659.20
DMV - Driver License Renew	7,737	Varia	\$197,981.50	\$187,666.50	\$10,315.00	\$2,063.00	\$8,252.00
DMVMETROSOUTH	2,990	Varia	\$74,896.75	\$70,797.00	\$4,099.75	\$819.95	\$3,279.80
DMVMETROSOUTH	2,696	Varia	\$58,870.00	\$58,870.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	2,145	Varia	\$53,270.00	\$50,436.50	\$2,833.50	\$566.70	\$2,266.80
DMVMapleLocation	1,650	Varia	\$35,017.00	\$35,017.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	1,075	Varia	\$27,874.25	\$26,436.00	\$1,438.25	\$287.65	\$1,150.60
DMVNorthExpress	1,481	Varia	\$32,769.00	\$32,769.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,311	\$1.00	\$18,311.00	\$7,324.40	\$10,986.60	\$2,197.32	\$8,789.28
DMV- TLR - batch	44,378	\$1.00	\$44,378.00	\$17,751.20	\$26,626.80	\$5,325.36	\$21,301.44
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	12	\$18.00	\$216.00	\$120.00	\$96.00	\$19.20	\$76.80
DMV - Reinstatement	2,005	\$3.00	\$149,040.00	\$143,025.00	\$6,015.00	\$1,203.00	\$4,812.00
DMV - Specialty Plates	1,275	\$3.00	\$52,600.00	\$48,775.00	\$3,825.00	\$765.00	\$3,060.00
DMV - IRP	263	Variable	\$258,620.25	\$256,897.24	\$1,723.01	\$344.60	\$1,378.41
DMV - IFTA	274	Variable	\$22,562.51	\$22,071.15	\$491.36	\$98.27	\$393.09
DMVOTC	-4	Variable	-\$2.00	-\$2.00	\$0.00	\$0.00	\$0.00
DMVOTC_CASH	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	812	Variable	\$33,898.00	\$31,140.00	\$2,758.00	\$551.60	\$2,206.40
DMV - Motor Vehicle Renewals	33,962	Variable	\$7,245,936.81	\$7,088,437.19	\$157,499.62	\$31,499.92	\$125,999.70
HHSS - Health Practitioner Lists	54	Variable	\$2,195.00	\$0.00	\$2,195.00	\$439.00	\$1,756.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$390.00	\$0.00	\$390.00	\$78.00	\$312.00
HHSS - Health License Monitoring	69,277	Variable	\$692.77	\$0.00	\$692.77	\$138.55	\$554.22
HHSS - Health License Monitoring Mo. Min.	4	Variable	\$58.76	\$0.00	\$58.76	\$11.75	\$47.01
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	308	\$1.00	\$21,985.94	\$21,260.00	\$725.94	\$145.19	\$580.75
LCC Local Renewals	174	Variable	\$163,495.05	\$161,931.49	\$1,563.56	\$312.71	\$1,250.85
LCC_SDL	199	Variable	\$9,217.39	\$8,720.00	\$497.39	\$99.48	\$397.91
SED - Electrical Permits	864	4% of Fee	\$100,838.00	\$100,838.00	\$4,033.52	\$806.70	\$3,226.82
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	167	3.00	\$7,181.00	\$7,181.00	\$501.00	\$100.20	\$400.80
SED - License List	3	Variable	\$65.00	\$65.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)	49	3.00	\$3,087.00	\$3,087.00	\$147.00	\$29.40	\$117.60
SEDEXAM5 - Exam Application (\$5 fee)	10	5.00	\$1,300.00	\$1,300.00	\$50.00	\$10.00	\$40.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,747	\$2/varia	\$131,320.85	\$126,880.00	\$4,440.85	\$888.17	\$3,552.68

SOS - Corn	filings (Foreign/Domestic Corporations)	-1	Variable	\$13.00	\$10.00	\$3.00	\$0.60	\$2.40
	ficate of Good Standing Orders	34	\$10.00	\$340.00	\$340.00	\$0.00	\$0.00	\$0.00
	e Certificate of Good Standing	819	\$6.50	\$5,323.50	\$2,047.50	\$3,276.00	\$655.20	\$2,620.80
SOS - Colle	0	019	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$2,020.00
	e Certificate of Good Standing Credit Card	607	\$6.50	\$3,945.50	\$1,517.50		\$0.00 \$485.60	\$1,942.40
						\$2,428.00		
	orate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
	orate Special Request(TPE)	20	Varia 015.00	\$420.00	\$210.00	\$210.00	\$42.00	\$168.00
	orate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
	orate Images Subscriber	5,132	\$0.45	\$2,309.40	\$1,642.24	\$667.16		\$533.73
	orate Images Credit Card	4,843	\$0.45	\$2,179.35	\$1,549.76	\$629.59	\$125.92	
	orate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	orate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
	Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
	Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
	Interactive Searches	5,690	\$4.50	\$25,605.00	\$19,915.00	\$5,690.00	\$1,138.00	\$4,552.00
SOS - UCC	Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC	Special Request	352	Variabl	\$704.00	\$352.00	\$352.00	\$70.40	\$281.60
SOS - UCC	Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Debtor Location	25	\$15.00	\$375.00	\$187.50	\$187.50	\$37.50	\$150.00
SOS - UCC	ContinuationI Filings	1,261	\$8.00	\$10,088.00	\$8,196.50	\$1,891.50	\$378.30	\$1,513.20
SOS - UCC	Original Filings	1,555	\$8.00	\$12,440.00	\$10,107.50	\$2,332.50	\$466.50	\$1,866.00
	Electronic Amendments	267	\$8.00	\$2,136.00	\$1,735.50	\$400.50	\$80.10	\$320.40
	Electronic Assignments	0	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Electronic Collateral Amendments	72	\$8.00	\$576.00	\$468.00	\$108.00	\$21.60	\$86.40
SOS - UCC		10,451	\$0.45	\$4,702.95	\$3,344.32	\$1,358.63	\$271.73	\$1,086.90
	BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
	AMEND_BUL	27	Variable	\$216.00	\$175.50	\$40.50	\$8.10	\$32.40
	ASSIGN BULK	5	Variable	\$40.00	\$32.50	\$7.50	\$1.50	\$6.00
	COLLAMEND	8	Variable	\$64.00	\$52.00	\$12.00	\$2.40	
	CONT BULK	130	Variable	\$1,040.00	\$845.00	\$195.00	\$39.00	\$156.00
SOS - UCC		587	Variable	\$4,696.00	\$3,815.50	\$880.50	\$176.10	
	Interactive Searches	1,100	\$4.50	\$4,950.00	\$3,850.00	\$1,100.00	\$220.00	\$880.00
	Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Continuations	268	\$8.00	\$2,144.00	\$1,742.00	\$402.00	\$80.40	\$321.60
	Original Filings	107	\$8.00	\$856.00	\$695.50	\$160.50	\$32.10	\$128.40
	/Use Tax Permit Lists	6	\$5.50	\$33.00	\$0.00	\$33.00	\$6.60	\$26.40
REV - Sales		0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	ne Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Rene		0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	al Estate Commission Services	0	3% of Fee	\$21,735.00	\$21,082.95	\$652.05	\$130.41	\$521.64
0	eers & Architects License Renewal	9	5% of Fee	\$1,296.00	\$1,296.00	\$64.80	\$12.96	
-	eers & Architects	46	5% of Fee	\$6,900.00	\$6,900.00	\$345.00	\$69.00	\$276.00
	Registrations	208	5% of Fee	\$17,450.00	\$16,228.50	\$1,221.50	\$244.30	\$977.20
	r Fuels Tax Filing	499	\$0.25	\$124.75	\$0.00	\$124.75	\$24.95	
	olicator permits	44	Variable	\$2,985.00	\$2,868.00	\$117.00	\$23.40	
NDOA - AG	AERIAL_LICENSE	1	Variable	\$100.00	\$98.25	\$1.75	\$0.35	\$1.40
NDOA - Mea	asuring device	552	Variable	\$107,781.97	\$105,718.67	\$2,063.30	\$412.66	\$1,650.64
NDOA - AGI	DRYBEAN/AGIMPORTEGG/AGCWGS	9	Variable	\$2,541.39	\$2,497.07	\$44.32	\$8.86	\$35.46
NDOA - AG	SMALL_PACKAGE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	
	_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	
	FFAL Tonnage	94	Variable	\$62,754.06	\$62,265.56	\$488.50	\$97.70	\$390.80
	FIRM REGISTRATION	6	Variable	\$96.98	\$84.50	\$12.48	\$2.50	
	GFAL Renew	3	Variable	\$46.11	\$39.75	\$6.36		
	IRY/EGG/TURKEY	5	Variable	\$15,911.98	\$15,888.51	\$23.47	\$4.69	
NDOA - Gra		0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	
	od License Renewals	653	Variable	\$93,145.20	\$90,943.28	\$2,201.92		
		000	valiable	ψ30, 1 4 0.20	ψ 30,34 0.20	ψ2,201.92	ψ ++ 0.30	ψι,/01.34

NDOA - AGMILK_RENEW	11	Variable	\$1,127.41	\$1,080.75	\$46.66	\$9.33	\$37.33
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	3	Variable	\$487.96	\$474.75	\$13.21	\$2.64	\$10.57
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	23	Variable	\$12,186.56	\$12,146.37	\$40.19	\$8.04	\$32.15
NDOA - AGNURSERY_RENEW	1	Variable	\$246.50	\$244.75	\$1.75	\$0.35	\$1.40
NDOA - AGNURSERY_STOCK	1	Variable	\$100.18	\$96.00	\$4.18	\$0.84	\$3.34
NDOA - AGPERMIT_SELLSEEDS	6	Variable	\$280.62	\$264.50	\$16.12	\$3.22	\$12.90
NDOA - pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	2	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	27	Variable	\$303.75	\$270.00	\$33.75	\$6.75	\$27.00
SFM - Fireworks Display Permits	2	Variable	\$79.88	\$75.00	\$4.88	\$0.98	\$3.90
SFM_BOILER	45	Variable	2,362.50	2,362.50	\$135.00	\$27.00	\$108.00
SFM_ELEVATOR	75	Variable	8,520.00	8,520.00	\$225.00	\$45.00	\$180.00
SFM_ELEVATOR_CC%	22	Variable	7,170.00	7,170.00	\$215.10	\$43.02	\$172.08
OTC-Over the counter payment	16,893	Variable	\$3,640,301.42	\$3,584,662.32	\$55,639.10	\$11,127.82	\$44,511.28
OTC Billback	110	Variable	\$463.46	\$0.00	\$463.46	\$92.69	\$370.77
PropertyTax Payments	575	Variable	\$1,355,607.90	\$1,347,403.60	\$8,204.30	\$1,640.86	\$6,563.44
NDOL - Contractor Registration	1,305	Variable	\$59,272.15	\$55,345.00	\$3,927.15	\$785.43	\$3,141.72
NDOL_OVR_PMT	68	Variable	\$11,623.64	\$11,423.57	\$200.07	\$40.01	\$160.06
NDOL_TAX_PMT	23	Variable	\$4,307.58	\$4,115.15	\$192.43	\$38.49	\$153.94
NEROADS - DOT_Permits	12,506	Variable	\$311,290.50	\$289,405.00	\$21,885.50	\$4,377.10	\$17,508.40
NEROADS- NDOTSPD	18	Variable	\$3,358.52	\$3,237.56	\$120.96	\$24.19	\$96.77
NEROADS - NDOTPERMITS	72	Variable	\$1,646.00	\$1,532.96	\$113.04	\$22.61	\$90.43
State Patrol Crime Report	1,517	\$18.00	\$34,379.00	\$27,725.00	\$6,654.00	\$1,330.80	\$5,323.20
NSPCCW_Renew - NSP Conceal & amp; Carry Permit Renewal	334	\$4.50	\$18,203.00	\$16,700.00	\$1,503.00	\$300.60	\$1,202.40
State Patrol Crime Report - Subscriber	1,261	Variable	\$19,518.50	\$16,138.10	\$3,380.40	\$676.08	\$2,704.32
Event Registration	247	10% of Fee	\$14,155.50	\$12,804.00	\$1,351.50	\$270.30	\$1,081.20
Sarpy_Stop	268	Variable	\$33,300.00	\$32,490.76	\$809.24	\$161.85	\$647.39
Medicaid & Long Term Care	126	\$1.75	\$10,051.00	\$10,051.00	\$220.50	\$44.10	\$176.40
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	60	Variable	\$2,461.36	\$2,395.00	\$66.36	\$13.27	\$53.09
order_form_LPNNRD	37	Variable	\$1,704.15	\$1,605.75	\$98.40	\$19.68	\$78.72
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	265	Variable	\$54,334.70	\$53,226.98	\$1,107.72	\$221.54	\$886.18
SarpyCommunityCorrections	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	110,492	Variable	\$6,629.52	\$0.00	\$6,629.52	\$1,325.90	\$5,303.62
NBC_Inspections	479	Variable	\$57,428.00	\$57,428.00	\$0.00	\$0.00	\$0.00
	146,126	Variable	\$8,767.56	\$0.00	\$8,767.56	\$1,753.51	\$7,014.05
NBC_NISaleBarn	46,073	Variable	\$46,073.00	\$46,073.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	46,073	Variable	\$2,764.38 \$145,000,00	\$0.00 \$145,000,00	\$2,764.38	\$552.88	\$2,211.50
NBC_RFLRenewal	9	Variable	\$145,000.00	\$145,000.00	\$0.00 \$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00 \$5 860 00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH dhacentreal N subscriber	1,465	Variable	\$5,860.00	\$3,662.50	\$2,197.50	\$439.50	\$1,758.00
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhacentreg	3,393	\$1.50 \$1.50	\$16,016.00 \$44,720.00	\$10,938.50 \$21,211,00	\$5,077.50 \$12,410,00	\$1,015.50	\$4,062.00
dhhscentregDHL	8,946	\$1.50 \$1.75	\$44,730.00	\$31,311.00	\$13,419.00	\$2,683.80	\$10,735.20
REVENUE_FEE OTG	1,784 0	\$1.75	\$3,122.00 \$0.00	\$0.00 \$0.00	\$3,122.00	\$624.40	\$2,497.60 \$0.00
SUBTOTAL		Variable		\$0.00	\$0.00	\$0.00	\$0.00 432,748.27
JUDIVIAL	1,383,636.00		15,459,551.02	14,924,567.64	540,935.30	108,187.03	432,/40.2/

Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] ee	per Record	Total Revenue	Agency Share N	II Gross Share	NII Share
Court Records (Justice) Per Record	153,666	\$1.00	\$153,666.00	76,833.00	76,833.00	\$76,833.00
Court Records (Justice) Monthly	78	\$500.00	\$39,000.00	\$19,500.00	19,500.00	\$19,500.00
Court Records (Justice) Credit Card Searches	809	\$15.00	\$12,165.00	\$6,082.50	6,082.50	\$6,082.50
Court E-Filing	18,508	\$1.00	\$18,508.00	\$0.00	18,508.00	\$18,508.00
COURTAPELFILE	405	\$2.00	\$1,146.00	\$350.00	796.00	\$796.00
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00	\$6,650.00
Court Citations	5,959	Variable	\$792,934.74	\$776,037.69	16,897.05	\$16,897.05
Court Payments	2,494	Variable	\$744,304.85	\$732,042.59	12,262.26	\$12,262.26
Lobbyist Registration	3	\$0.05	\$600.00	\$600.00	30.00	\$30.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	647	Variabl	\$3,048.00	\$1,362.00	\$1,686.00	\$1,686.00
Sccalessubscr	985	Variable	\$985.00	\$492.50	492.50 `	\$492.50
SUBTOTAL	183,687		1,773,007.59	1,613,300.28	159,737.31	159,737.31
						\$39,147.37

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		476 variable 0 variable 0	22,490.83 47,700.00 0.00 0.00	22,490.83 47,700.00 0.00 0.00	22,490.83 47,700.00 0.00 0.00
SUBTOTAL			\$70,190.83	\$70,190.83	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [;] ee	per Record	Total Revenue	Agency Share NII S	hare
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,248	17.00	45,526.00	0.00	0.00
LCC -Tax Payments	30	variable	2,694,542.00	2,694,542.00	0.00
COURTEFILESUB	18,508	variable	\$488,001.00	\$488,001.00	0.00
COURTAPPTFILE	7	variable	\$350.00	\$350.00	0.00
PSCREMIT	275	variable	\$4,416,084.64	\$4,416,084.64	0.00
WCCSUB	85	variable	\$1,362.00	\$1,362.00	0.00
SUBTOTAL	21,153		\$7,645,865.64	\$7,600,339.64	

Payment Statement October 31, 2019

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

September 1st - September 30th

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share	III Gross Share N	ISRB Share (2 NI	l Share (80%)
DMV- DLR - Batch	13,525	\$3.00	\$40,575.00	\$27,050.00	\$13,525.00	\$2,705.00	\$10,820.00
DMV- DLR - Monitoring Fee	648,054	\$0.06	\$38,883.24	\$25,922.16	\$12,961.08	\$2,592.22	\$10,368.86
DMV- DLR - Interactive	73,301	\$3.00	\$219,903.00	\$146,602.00	\$73,301.00	\$14,660.20	\$58,640.80
DMV- DLR - Certified	26	\$3.00	\$78.00	\$52.00	\$26.00	\$5.20	\$20.80
DMV- DLR - Certified Transcript	155	\$4.00	\$620.00	\$465.00	\$155.00	\$31.00	\$124.00
DMV - DLR Single	1,881	\$3.00	\$5,643.00	\$3,762.00	\$1,881.00	\$376.20	\$1,504.80
DMV - Driver License Renew	9,972	Varia	\$269,763.75	\$256,607.00	\$13,156.75	\$2,631.35	\$10,525.40
DMVMETROSOUTH	2,449	Varia	\$62,891.75	\$59,425.50	\$3,466.25	\$693.25	\$2,773.00
DMVMETROSOUTH	2,185	Varia	\$47,659.50	\$47,659.50	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,943	Varia	\$48,895.25	\$46,309.50	\$2,585.75	\$517.15	\$2,068.60
DMVMapleLocation	1,613	Varia	\$35,263.50	\$35,263.50	\$0.00	\$0.00	\$0.00
DMVNorthExpress	640	Varia	\$16,227.50	\$15,367.50	\$860.00	\$172.00	\$688.00
DMVNorthExpress	993	Varia	\$21,876.50	\$21,876.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	16,969	\$1.00	\$16,969.00	\$6,787.60	\$10,181.40	\$2,036.28	\$8,145.12
DMV- TLR - batch	21,919	\$1.00	\$21,919.00	\$8,767.60	\$13,151.40	\$2,630.28	\$10,521.12
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	10	\$18.00	\$180.00	\$100.00	\$80.00	\$16.00	\$64.00
DMV - Reinstatement	1,951	\$3.00	\$148,062.00	\$142,200.00	\$5,862.00	\$1,172.40	\$4,689.60
DMV - Specialty Plates	1,068	\$3.00	\$45,229.00	\$42,025.00	\$3,204.00	\$640.80	\$2,563.20
DMV - IRP	269	Variable	\$246,698.79	\$245,567.33	\$1,131.46	\$226.29	\$905.17
DMV - IFTA	105	Variable	\$5,682.63	\$5,566.82	\$115.81	\$23.16	\$92.65
DMVOTC	-1	Variable	\$29.75	\$28.50	\$1.25	\$0.25	\$1.00
DMVOTC_CASH	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	722	Variable	\$30,008.00	\$27,560.00	\$2,448.00	\$489.60	\$1,958.40
DMV - Motor Vehicle Renewals	28,659	Variable	\$6,245,755.95	\$6,111,751.14	\$134,004.81	\$26,800.96	\$107,203.85
HHSS - Health Practitioner Lists	74	Variable	\$5,560.00	\$0.00	\$5,560.00	\$1,112.00	\$4,448.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	43,068	Variable	\$430.68	\$0.00	\$430.68	\$86.14	\$344.54
HHSS - Health License Monitoring Mo. Min.	4	Variable	\$58.80	\$0.00	\$58.80	\$11.76	\$47.04
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	253	\$1.00	\$18,194.03	\$17,585.00	\$609.03	\$121.81	\$487.22
LCC Local Renewals	141	Variable	\$133,204.26	\$131,936.07	\$1,268.19	\$253.64	\$1,014.55
LCC_SDL	156	Variable	\$7,317.62	\$6,920.00	\$397.62	\$79.52	\$318.10
SED - Electrical Permits	796	4% of Fee	\$105,163.00	\$105,163.00	\$4,206.52	\$841.30	\$3,365.22
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	165	3.00	\$7,095.00	\$7,095.00	\$495.00	\$99.00	\$396.00
SED - License List	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEDEXAM3 - Exam Application (\$3 fee)	61	3.00	\$3,906.00	\$3,906.00	\$183.00	\$36.60	\$146.40
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,170.00	\$1,170.00	\$45.00	\$9.00	\$36.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,588	\$2/varia	\$119,074.70	\$115,150.00	\$3,924.70	\$784.94	\$3,139.76

SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	44	\$10.00	\$440.00	\$440.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	670	\$6.50	\$4,355.00	\$1,675.00	\$2,680.00	\$536.00	\$2,144.00
SOS - CollectionRenew	0/0	Variabl	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00
SOS - CollectionNenew SOS - Online Certificate of Good Standing Credit Card	579		\$3,763.50	\$0.00 \$1,447.50		\$463.20	\$1,852.80
		\$6.50			\$2,316.00		
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	30	Varia A F oo	\$555.00	\$277.50	\$277.50	\$55.50	\$222.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Images Subscriber	4,574	\$0.45	\$2,058.30	\$1,463.68	\$594.62	\$118.92	\$475.70
SOS - Corporate Images Credit Card	3,460	\$0.45	\$1,557.00	\$1,107.20	\$449.80	\$89.96	\$359.84
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	5,026	\$4.50	\$22,617.00	\$17,591.00	\$5,026.00	\$1,005.20	\$4,020.80
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	3	Variabl	\$6.00	\$3.00	\$3.00	\$0.60	\$2.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	1,346	\$8.00	\$10,768.00	\$8,749.00	\$2,019.00	\$403.80	\$1,615.20
SOS - UCC Original Filings	1,679	\$8.00	\$13,432.00	\$10,913.50	\$2,518.50	\$503.70	\$2,014.80
SOS - UCC Electronic Amendments	1,044	\$8.00	\$8,352.00	\$6,786.00	\$1,566.00	\$313.20	\$1,252.80
SOS - UCC Electronic Assignments	3	\$8.00	\$24.00	\$19.50	\$4.50	\$0.90	\$3.60
SOS - UCC Electronic Collateral Amendments	113	\$8.00	\$904.00	\$734.50	\$169.50	\$33.90	\$135.60
SOS - UCC Images	10,600	\$0.45	\$4,770.00	\$3,392.00	\$1,378.00	\$275.60	\$1,102.40
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	16	Variable	\$128.00	\$104.00	\$24.00	\$4.80	\$19.20
SOS - UCCASSIGN_BULK	31	Variable	\$248.00	\$201.50	\$46.50	\$9.30	\$37.20
SOS - UCCCOLLAMEND	12	Variable	\$96.00	\$78.00	\$18.00	\$3.60	\$14.40
SOS - UCCCONT_BULK	89	Variable	\$712.00	\$578.50	\$133.50	\$26.70	\$106.80
SOS - UCCORIG_BULK	596	Variable	\$4,768.00	\$3,874.00	\$894.00	\$178.80	\$715.20
SOS - EFS Interactive Searches	1,069	\$4.50	\$4,810.50	\$3,741.50	\$1,069.00	\$213.80	\$855.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	301	\$8.00	\$2,408.00	\$1,956.50	\$451.50	\$90.30	\$361.20
SOS - EFS Original Filings	100	\$8.00	\$800.00	\$650.00	\$150.00	\$30.00	\$120.00
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$17,525.00	\$16,999.25	\$525.75	\$105.15	\$420.60
E&A - Engineers & Architects License Renewal	18	5% of Fee	\$2,088.00	\$2,088.00	\$104.40	\$20.88	\$83.52
E&A - Engineers & Architects	32	5% of Fee	\$4,800.00	\$4,800.00	\$240.00	\$48.00	\$192.00
Water Well Registrations	206	5% of Fee	\$16,760.00	\$15,586.80	\$1,173.20	\$234.64	\$938.56
REV - Motor Fuels Tax Filing	497	\$0.25	\$124.25	\$0.00	\$124.25	\$24.85	\$99.40
NDOA - Applicator permits	23	Variable	\$1,420.00	\$1,361.00	\$59.00	\$11.80	\$47.20
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	125	Variable	\$20,851.48	\$20,313.90	\$537.58	\$107.52	\$430.06
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	2	Variable	\$777.78	\$757.27	\$20.51	\$4.10	\$16.41
NDOA - AGSMALL_PACKAGE	1	Variable	\$153.74	\$148.25	\$5.49	\$1.10	\$4.39
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL Tonnage	30	Variable	\$18,613.29	\$18,176.64	\$436.65	\$87.33	\$349.32
NDOA - AGFIRM REGISTRATION	4	Variable	\$76.12	\$68.00	\$8.12	\$1.62	\$6.50
NDOA - AGGFAL Renew	3	Variable	\$60.74	\$54.75	\$5.99	\$1.20	\$4.79
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$16,297.81	\$16,276.66	\$21.15	\$4.23	\$16.92
NDOA - Grape/Potato	2	Variable	\$18,072.78	\$18,069.28	\$3.50	\$0.70	\$2.80
NDOA - Grape/Folato NDOA - Food License Renewals	365	Variable	\$75,220.06	\$73,660.78	\$1,559.28	\$311.86	\$2.80 \$1,247.42
	505	valiable	ψι 0,220.00	ψ10,000.10	ψ1,009.20	φ511.00	ψ1,247.42

NDOA - AGMILK RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	4	Variable	\$655.92	\$633.00	\$22.92	\$4.58	\$18.34
NDOA - AG_CervineFacility Permit	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - AGACTNMRKT	36	Variable	\$29,410.76	\$29,334.40	\$76.36	\$15.27	\$61.09
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY STOCK	1	Variable	\$100.18	\$96.00	\$4.18	\$0.84	\$3.34
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL NEW	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	9	Variable	\$101.25	\$90.00	\$11.25	\$2.25	\$9.00
SFM - Fireworks Display Permits	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM_BOILER	48	Variable	4,775.00	4,775.00	\$144.00	\$28.80	\$115.20
SFM_ELEVATOR	56	Variable	7,225.00	7,225.00	\$168.00	\$33.60	\$134.40
SFM_ELEVATOR_CC%	26	Variable	5,985.00	5,985.00	\$179.55	\$35.91	\$143.64
OTC-Over the counter payment	14,246	Variable	\$3,063,001.34	\$3,016,206.67	\$46,794.67	\$9,358.93	\$37,435.74
OTC Billback	99	Variable	\$771.23	\$0.00	\$771.23	\$154.25	\$616.98
PropertyTax Payments	306	Variable	\$594,030.53	\$590,418.13	\$3,612.40	\$722.48	\$2,889.92
NDOL - Contractor Registration	1,071	Variable	\$48,793.40	\$45,575.00	\$3,218.40	\$643.68	\$2,574.72
NDOL_OVR_PMT	14	Variable	\$5,232.03	\$5,038.86	\$193.17	\$38.63	\$154.54
NDOL_TAX_PMT	71	Variable	\$6,915.35	\$6,770.72	\$144.63	\$28.93	\$115.70
NEROADS - DOT_Permits	12,157	Variable	\$308,084.75	\$286,810.00	\$21,274.75	\$4,254.95	\$17,019.80
NEROADS- NDOTSPD	17	Variable	\$5,369.74	\$5,166.74	\$203.00	\$40.60	\$162.40
NEROADS - NDOTPERMITS	39	Variable	\$818.25	\$757.02	\$61.23	\$12.25	\$48.98
State Patrol Crime Report	1,418	\$18.00	\$32,705.00	\$26,375.00	\$6,330.00	\$1,266.00	\$5,064.00
NSPCCW_Renew - NSP Conceal & amp; Carry Permit Renewal	365	\$4.50	\$19,892.50	\$18,250.00	\$1,642.50	\$328.50	\$1,314.00
NSPApptFee	2	\$4.50	\$48.14	\$45.26	\$2.88	\$0.58	\$2.30
State Patrol Crime Report - Subscriber	1,157	Variable	\$17,888.50	\$14,805.10	\$3,083.40	\$616.68	\$2,466.72
Event Registration	281	10% of Fee	\$17,355.00	\$15,654.10	\$1,700.90	\$340.18	\$1,360.72
Sarpy_Stop	284	Variable	\$33,365.00	\$32,554.23	\$810.77	\$162.15	\$648.62
Medicaid & Long Term Care	140	\$1.75	\$10,799.98	\$10,799.98	\$245.00	\$49.00	\$196.00
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	19	Variable	\$1,194.93	\$1,138.31	\$56.62	\$11.32	\$45.30
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	303	Variable	\$57,855.75	\$56,555.25	\$1,300.50	\$260.10	\$1,040.40
SarpyCommunityCorrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	135,224	Variable	\$8,113.44	\$0.00	\$8,113.44	\$1,622.69	\$6,490.75
NBC_Inspections	507	Variable	\$62,038.56	\$62,038.56	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	129,066	Variable	\$7,743.96	\$0.00	\$7,743.96	\$1,548.79	\$6,195.17
NBC_NISaleBarn	86,573	Variable	\$86,573.00	\$86,573.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	86,573	Variable	\$5,194.38	\$0.00	\$5,194.38	\$1,038.88	\$4,155.50
NBC_RFLRenewal	8	Variable	\$128,000.00	\$128,000.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,316	Variable	\$5,264.00	\$3,290.00	\$1,974.00	\$394.80	\$1,579.20
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,186	\$1.50	\$14,995.00	\$10,225.00	\$4,770.00	\$954.00	\$3,816.00
dhhscentregDHL	7,498	\$1.50	\$37,490.00	\$26,243.00	\$11,247.00	\$2,249.40	\$8,997.60
REVENUE_FEE	2,183	\$1.75	\$3,820.25	\$0.00	\$3,820.25	\$764.05	\$3,056.20
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,391,772.00		12,898,165.17	12,425,188.51	478,987.13	95,797.43	383,189.70
					•		

Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] ee	No. of Records ee per Record		Agency Share NII Gross Share		NII Share	
Court Records (Justice) Per Record	141,103	\$1.00	\$141,103.00	70,551.50	70,551.50	\$70,551.50	
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00	
Court Records (Justice) Credit Card Searches	813	\$15.00	\$12,225.00	\$6,112.50	6,112.50	\$6,112.50	
Court E-Filing	16,630	\$1.00	\$16,630.00	\$0.00	16,630.00	\$16,630.00	
COURTAPELFILE	382	\$2.00	\$1,004.00	\$250.00	754.00	\$754.00	
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00	\$6,650.00	
Court Citations	5,770	Variable	\$780,295.85	\$763,949.25	16,346.60	\$16,346.60	
Court Payments	2,458	Variable	\$927,173.76	\$915,457.59	11,716.17	\$11,716.17	
Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	60.00	\$60.00	
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00	
Wccfile	678	Variabl	\$3,064.00	\$1,291.00	\$1,773.00	\$1,773.00	
Sccalessubscr	844	Variable	\$844.00	\$422.00	422.00	\$422.00	
SUBTOTAL	168,901		1,932,189.61	1,780,233.84	152,015.77	152,015.77	
						¢20.070.90	

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			12,227.33	12,227.33	12,227.33
Subscriptions - New		420 variable	42,550.00	42,550.00	42,550.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments Revenue Affecting adjustments		0	0.00	0.00	0.00

SUBTOTAL	\$54,777.33	\$54,777.33

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [;] ee	No. of Transactions [:] ee per Record		Agency Share NII S	hare
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,691	17.00	33,728.00	33,728.00	0.00
LCC -Tax Payments	31	variable	2,723,961.00	2,723,961.00	0.00
COURTEFILESUB	16,630	variable	\$404,046.00	\$404,046.00	0.00
COURTAPPTFILE	5	variable	\$250.00	\$250.00	0.00
PSCREMIT	273	variable	\$3,806,676.18	\$3,806,676.18	0.00
WCCSUB	87	variable	\$1,291.00	\$1,291.00	0.00
SUBTOTAL	18,717		\$6,969,952.18	\$6,969,952.18	

\$36,970.86







Presents the Nebraska.gov General Manager's Report

October – December 2019 Quarter 4

1135 M Street, Suite 220 | Phone: 402-471-7810 | Fax: 402-471-7817 | Email: bhoffman@egov.com





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.



Noteworthy

NIC Inc. Acquires Denver-Based Complia OLATHE, KAN.5/06/2019

Acquisition expands NIC's licensing expertise with a new technology platform exclusively for government regulation of cannabis and hemp industries

NIC Inc. (Nasdaq: EGOV), the leading provider of digital government services, today announced it has acquired Complia, one of the nation's main providers of a technology platform for government regulation of the cannabis and hemp industries. The acquisition expands NIC's professional licensing capabilities, which also include dozens of tailored licensing services across the United States, a custom cannabis regulatory system for the state of Oregon, and an enterprise licensing and permitting platform for the state of Illinois.

"Licensing is a very important function of government," said Harry Herington, NIC Chief Executive Officer and Chairman of the Board. "The Complia technology platform is extremely scalable and NIC will be able to expand its capabilities to provide licensing for other highly regulated industries. We have a long history of providing innovative, convenient licensing solutions for state government and their constituents. This is just another example of our mission to be a comprehensive service provider and trusted partner of government."

Currently, 33 states have legalized medical marijuana, which includes 10 states and Washington, D.C. that have also legalized recreational marijuana. In addition, the 2018 Farm Bill legalized hemp as an agriculture commodity and removed it from the list of federal controlled substances. Complia's cannabis and hemp licensing technology platform serves three primary aspects of cannabis regulation: business licensing, patient and caregiver registration, and employee credentialing. The cloud-based platform is highly configurable, integrates seamlessly with NIC's payment processing system as well as third-party seed-to-sale systems, and can be deployed rapidly, typically within 30-45 days after a contract is signed.

"All of us at Complia are very excited to join the NIC family," said Alex Valvassori, one of Complia's three founders. "NIC is known throughout the country as the leader of the digital government industry. Combining their citizen-centric, innovative solutions with Complia's cannabis regulatory platform will only continue to reinforce that NIC is the best choice for government to provide industry-leading digital government solutions."

Founded in 2015, Complia currently has contracts to provide their technology platform to four states, with NIC serving as the payment processor. This acquisition is a purchase of the entire business, and all employees will become NIC employees, including Complia's three founders: Alex Valvassori, who will serve as an NIC General Manager; Harikrishnan Gopalakrishna, who will serve as a Senior Director of Technology at NIC; and Ramesh Babu, who will serve as a Director of Operations at NIC.



Noteworthy

- In late October problems began with refunds for VISA Credit Cards using the State's merchant Elavon after changes to VISA card rules. This change announced by VISA at the beginning of summer changed the refund calls similar to their payment functions.
- NI uses the State's contract with Elavon which requires NI to use a third-party
 processing engine, Monetra. Monetra is a fast, efficient and secure third-party payment
 application designed to process the authorization/settlement of electronic payment
 transactions to Elavon.
- The State Merchant Bank, Elavon and Monetra both made necessary changes at the VISA imposed deadline.
- In working to resolve the issue, NI had reached an impasse with both third-parties as neither party. NI involved the State Treasurer who quickly escalated the issue to Elavon officials.
- The issue was determined to be a data communication issue between the newest version of Monetra and Elavon's translation of the calls to VISA. The issue was resolved November 15th.
- This only impacted returns for State VISA card services. The primary partner impacted was the State Patrol, which considered this a minor inconvenience. NI card services for county services had no impact and does not require a third-party processing engine.



Expand and Defend the Core Business

Web accessibility Training for state employees

In today's world, operating a website that doesn't provide the same services to a disabled person that it provides to others, is called discrimination.

Web ADA accessibility lawsuits against academic institutions and government services that fail to accommodate people with disabilities, are increasing at an alarming rate.

The good news is providing accessible and ADA compliant/WCAG 2.0 content on social media platforms and agency websites is achievable with minimal expense and minimal impact on usability or design. Tim Mckenna will share his expertise and experience with non-technical and technical users with strategies and the tools necessary to increase the value of their content and to help avoid risks to your agency.

Tim McKenna is the Director of Experience Design at NIC Inc. in Pennsylvania. His leadership shifted the direction of the organization to center on design thinking and user research that has empowered government and citizens through digital transformation.

His work has been recognized by top industry organizations including MarCom, HOW Magazine, AIGA, Davey Awards, American Society for Association Executives, Horizon, AIGA, and the Art Directors Club. Tim is a certified Human-Centered Design Facilitator from LUMA Institute and has the Certified Professional in Accessibility Core Competencies (CPACC) from the International Association of Accessibility Professionals.

Tim is a dedicated leader who helps teams work better together. He speaks frequently about the intersection of design, business, and leadership. He has spoken at Sweden Ministry of Health, American Society of Association Executives, OFFSET Dublin, and American Academy of Family Physicians.

Date: January 14th Time: 8:30 - 5:00 Location: NET 1800 N 33rd Lincoln, NE 68503



Expand and Defend the Core Business Technology

Nagios XI

- In 2017 NI invested in the standard edition of Nagios, an open source monitoring system for computer systems. Nagios software runs periodic checks on critical parameters of application, network and server resources. For example, Nagios can monitor memory usage, disk usage, microprocessor load, the number of currently running processes and log files. Nagios also can monitor services, such as Simple Mail Transfer Protocol (SMTP), Post Office Protocol 3 (POP3), Hypertext Transfer Protocol (HTTP) and other common network protocols. Active checks are initiated by Nagios, while passive checks come from external applications connected to the monitoring tool.
- After 9 months of testing and evaluation, we have made the financial investment into the enterprise edition, NAGIOS XI. In addition to the features that come with NAGIOS, the enterprise edition has additional tools that set it apart from Nagios Core. These features include:
 - Capacity Planning: Predictive reports that estimate when devices will reach full capacity. These reports are used to make a case for new hardware.
 - Bulk Modification: Allows a user to update thousands of devices all at once.
 - Scheduled Reports and Pages: Schedule reports and any other page in the interface for automatic delivery to key recipients.

Server Migration/OS Upgrade

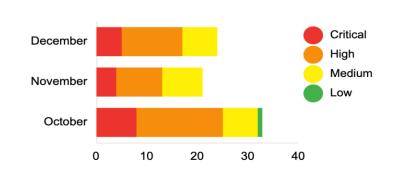
- NI began planning for the migration of every single service (over 700) and completed upgrade of these services over 2018 and 2019.
- Tomcat application server to an industry standard build that is installed via the package management system to improve both stability and upgrade speeds.
- The Apache Tomcat[®] software is an open source implementation of the Java Servlet, JavaServer Pages, Java Expression Language and Java WebSocket technologies.
- The Apache Tomcat software is developed in an open and participatory environment and released under the Apache License version 2. The Apache Tomcat project is intended to be a collaboration of the best-of-breed developers from around the world. We invite you to participate in this open development project.
- Apache Tomcat software powers numerous large-scale, mission-critical web applications across a diverse range of industries and organizations. Some of these users and their stories are listed on the PoweredBy wiki page.



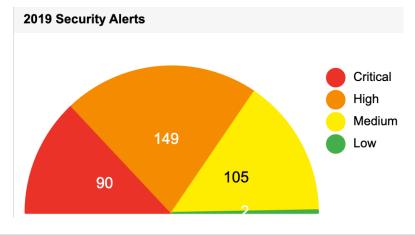
Expand and Defend the Core Business

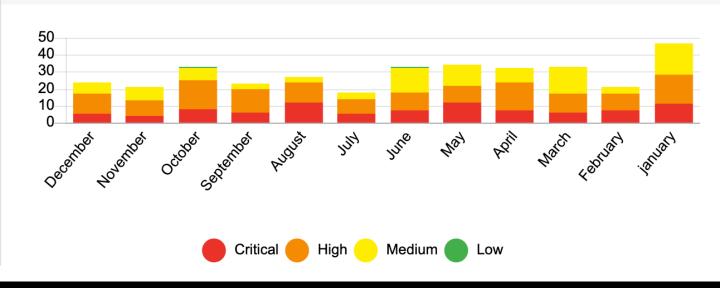
Security

NI responded to 78 Security Alerts in Quarter 4. These alerts are compiled through a various collection of sources. They can be supplied directly from the vendor of the affected asset or can be published by third parties which have discovered a vulnerability or attack. These alerts are created by Security Analysts within entities such as the Federal Bureau of Investigation, Department of Homeland Defense and the Multi-State Information Sharing & Analysis Center. Each entity sends alerts out to instruct NI to take the necessary steps to protect our assets from these discovered vulnerabilities or attacks.



2019 Q4 Security Alerts



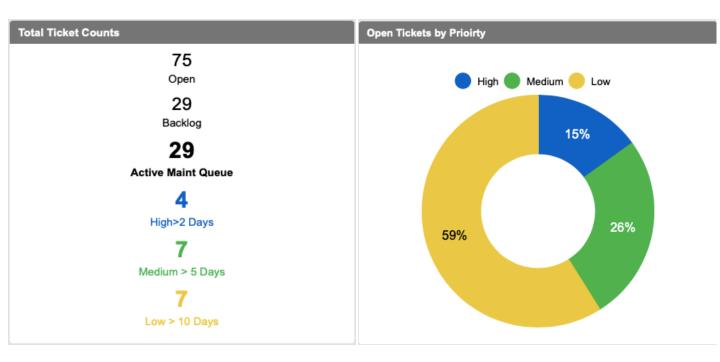


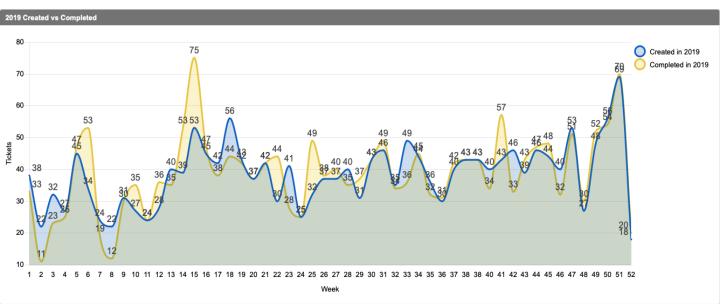
2019 Security Alerts



Expand and Defend the Core Business

Support management for all services

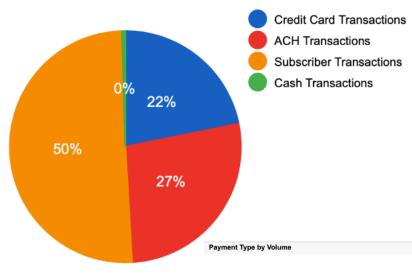






Expand and Defend the Core Business

Transaction by Payment Type



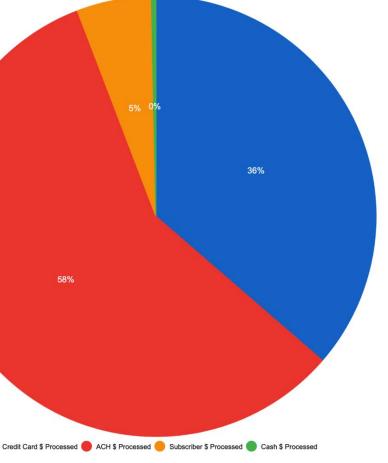
Transaction by Payment Type:

Subscribers are businesses which primarily retrieve information and data from the State. This information is then productized by the business for profit.

Enterprise Check and Credit Card Return Rate: .02%

Payment Type by Volume:

Subscribers are primarily use ACH aka e-Check to pay their account balance. Subscribers are electronically invoiced and debited on the 5th business day of the month. We do have one significant customer which wires their funds on the last business day of the month





Expand and Defend the Core Business

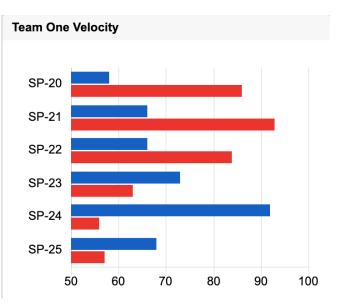
Agile

Throughout 2019, Nebraska Interactive (NI) has been working towards the establishment of Agile principles. The goal of this transition encourages collaborative work for best solutions, quicker deliverables for immediate use and value recognition, clear timelines and expectations set for our partners, etc.

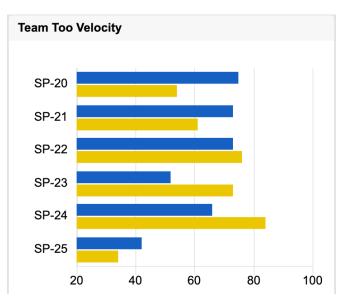
To do so, the teams take a deep dive into how much work can be completed in a 2-week period (aka sprint) and commit to it. Over many sprints, each team looks to stabilize the amount of work that can be accomplished, referred to as velocity. The graphs on the right demonstrate, velocity between work committed and work completed each sprint.

Velocity allows product owners to project timelines and set expectations. The team also looks to focus on the most important scope items, determined collectively between the partner and the team, which increases the ability to deliver work more timely. Lastly, due to a full team of developers working together allows NI to deliver items more timely.

Blue – Committed points Red – Completed points



Blue – Committed points Yellow – Completed points





Build Near-Term Growth Initiatives

Hemp Management

The passing of LB657 by the Legislature and signed into law by Governor Pete Ricketts, to adopt the Nebraska Hemp Farming Act and amended existing statutes to establish a state hemp program within the Nebraska Department of Agriculture (NDA). The legislation gave NDA the authority to regulate the growing, harvesting and processing of hemp for research purposes in Nebraska under a licensing agreement until further action is taken by the U.S. Department of Agriculture.

To legally grow hemp in Nebraska, interested parties must receive a signed license agreement from NDA. Growing, handling and/or processing hemp without a signed license agreement from NDA is illegal in Nebraska.

NIC's recent acquisition of Complia, now known as NIClicensing specifically addresses the unmet needs in the rapidly evolving cannabis regulatory industry. NICLicensing is the only cannabis-specific licensing and registration platform on the market today. NICLicensing addresses a wide range of regulatory challenges including patient/caregiver registration, business licensing, employee credentialing, and physician registration among others. Complia is uniquely configured for each of our partners, allowing the platform to align exactly with statutory and regulatory needs.

NICLicensing has an impressive track record of success. We are proud to call the NIC States of Maryland, Montana, and Oklahoma our customers. NIC teams moves quickly to meet challenging regulatory deadlines. In Oklahoma, we set a new state record for technology implementation.





(Section IV) Nebraska technology creates Increased Reach & Services

2019 Q4 Marketing and Business Report

Working daily for the Nebraskan Citizens

Adding & Enhancing Services and Notifying the Citizens and Businesses

Services Expanding

- 2 App Engines
- 1 Utility Payment
- 4 PayPort OTC
- 135 Changes were developed and deployed.

We work ongoing to make a improvements to our services work more effectively and securely

Business Development

- Tilden Utility Payment
- Waverly Utility Payment
- City of Waverly Summer Ball Recreation Program

Contributions to the Bottom Line

- \$63,423,181.81 PAID TO the agencies
- **\$418,625.00** PAID BY Nebraska Interactive in Merchant Fees
- Securely conducted **3,898,534** transactions

Social Media helps us Reach Citizens Facebook Impressions

105,680 up 100.2% The number of times a post from the page is displayed

Twitter Organic Impressions Times a user is served a Tweet in timeline or search result 222,765 up 12.6%

LinkedIn Impressions The number of times a post from the page is displayed 256

Viewers going to the social media website! Followers/Fans 20,400 Twitter, 4,450 Facebook

New Services Launched Quarter 4, 2019

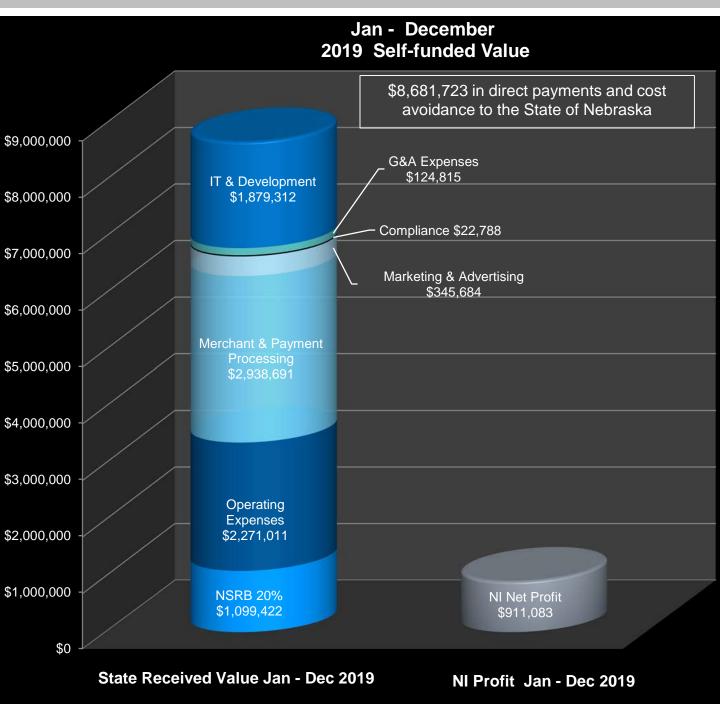
- DMV MVR Dealer Automated Services
- DMV MVR Flee Renewals
- DMV Backend System Enhancements for FAST
 - Insurance Database
 - TLR Interactive & Special Request
 - MVR eNotice
- NSP Concealed Handgun DMV Photo Share
- City of Dakota City Utility Payments
- DAS Teammates Website







(Section IV. W.) Manage - Overview of Portal Financial Value



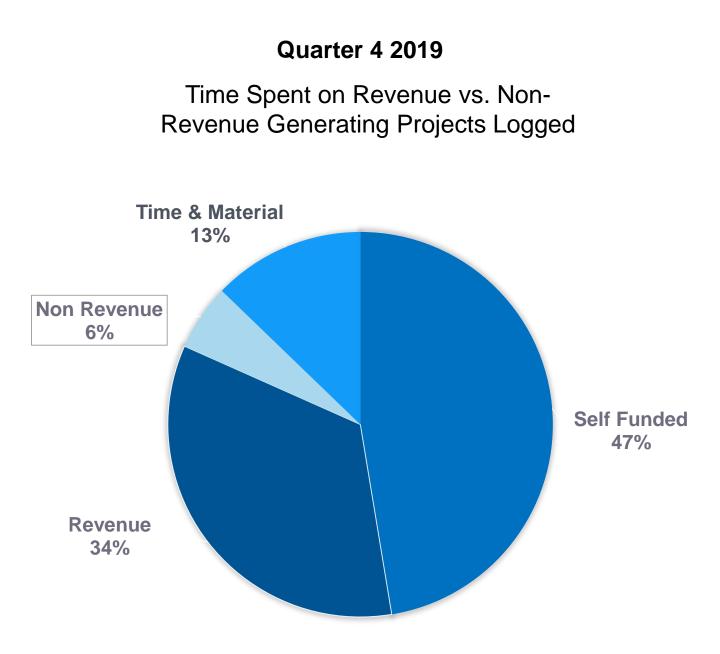
Note: The above graph is not all inclusive.

* Value categories displayed are based on actual expenses and Time & Material contract prices.





(Section IV. W.) Manage - Revenue vs. Non-Revenue Generating Projects (YTD)







(Section IV. W. 2. c.) Financials outlining volume and revenue details for each service

Appendix 1





(Section IV. W. 4. a. & 2. a) Project Status Reports

Appendix 2

Payment Statement November 30, 2019

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

October 1st - October 31st

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Transaction Services Subject to the 20% Split with the Neb	iaska State Records Doard						90.00%
Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share	III Gross Share N	NSRB Share (2 N	
DMV- DLR - Batch	13,633	\$3.00	\$40,899.00	\$27,266.00	\$13,633.00	\$2,726.60	\$10,906.40
DMV- DLR - Monitoring Fee	645,596	\$0.06	\$38,735.76	\$25,823.84	\$12,911.92	\$2,582.38	\$10,329.54
DMV- DLR - Interactive	79,718	\$3.00	\$239,154.00	\$159,436.00	\$79,718.00	\$15,943.60	\$63,774.40
DMV- DLR - Certified	18	\$3.00	\$54.00	\$36.00	\$18.00	\$3.60	\$14.40
DMV- DLR - Certified Transcript	180	\$4.00	\$720.00	\$540.00	\$180.00	\$36.00	\$144.00
DMV - DLR Single	1,860	\$3.00	\$5,580.00	\$3,720.00	\$1,860.00	\$372.00	\$1,488.00
DMV - Driver License Renew	9,929	Varia	\$269,488.75	\$256,433.50	\$13,055.25	\$2,611.05	\$10,444.20
DMVMETROSOUTH	2,459	Varia	\$61,698.00	\$58,277.00	\$3,421.00	\$684.20	\$2,736.80
DMVMETROSOUTH	2,048	Varia	\$45,213.00	\$45,213.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,908	Varia	\$46,587.25	\$44,071.00	\$2,516.25	\$503.25	\$2,013.00
DMVMapleLocation	1,549	Varia	\$33,737.50	\$33,737.50	\$0.00	\$0.00	\$0.00
DMVNorthExpress	854	Varia	\$21,760.50	\$20,613.00	\$1,147.50	\$229.50	\$918.00
DMVNorthExpress	1,324	Varia	\$29,067.00	\$29,067.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	19,127	\$1.00	\$19,127.00	\$7,650.80	\$11,476.20	\$2,295.24	\$9,180.96
DMV- TLR - batch	32,601	\$1.00	\$32,601.00	\$13,040.40	\$19,560.60	\$3,912.12	\$15,648.48
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	11	\$50.00	\$550.00	\$374.00	\$176.00	\$35.20	\$140.80
DMV- TLR - Vol. Over 2,000/Run	13	\$18.00	\$234.00	\$130.00	\$104.00	\$20.80	\$83.20
DMV - Reinstatement	1,963	\$3.00	\$148,045.00	\$142,150.00	\$5,895.00	\$1,179.00	\$4,716.00
DMV - Specialty Plates	396	\$3.00	\$16,038.00	\$14,850.00	\$1,188.00	\$237.60	\$950.40
DMV - IRP	387	Variable	\$1,052,666.61	\$1,049,062.19	\$3,604.42	\$720.88	\$2,883.54
DMV - IFTA	1,300	Variable	\$292,228.35	\$289,876.91	\$2,351.44	\$470.29	\$1,881.15
DMVSPLATE	188	Variable	\$4,429.00	\$3,865.00	\$564.00	\$112.80	\$451.20
SPLATEMESS	322	Variable	\$16,546.00	\$15,580.00	\$966.00	\$193.20	\$772.80
DMV - SingleTripPermit	693	Variable	\$28,676.00	\$26,340.00	\$2,336.00	\$467.20	\$1,868.80
DMV - Motor Vehicle Renewals	27,614	Variable	\$6,443,360.62	\$6,296,762.07	\$146,598.55	\$29,319.71	\$117,278.84
DMV Fleets	1	Variable	\$13,809.57	\$13,737.90	\$71.67	\$14.33	\$57.34
HHSS - Health Practitioner Lists	80	Variable	\$4,440.00	\$0.00	\$4,440.00	\$888.00	\$3,552.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,785.00	\$0.00	\$2,785.00	\$557.00	\$2,228.00
HHSS - Health License Monitoring	70,501	Variable	\$705.01	\$0.00	\$705.00	\$141.00	\$564.01
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.40	\$0.00	\$73.40	\$14.68	\$58.72
HHSS - Health Elcense Monitoring Mo. Min.	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	388	\$1.00	\$28,370.30	\$27,415.00	\$955.30	\$191.06	\$764.24
LCC Local Renewals	249	Variable	\$239,435.96	\$237,337.80	\$955.50	\$419.63	\$1,678.53
LCC SDL	111	Variable	\$239,435.90 \$5,036.20	\$237,337.80 \$4,760.00	\$276.20	\$55.24	\$220.96
SED - Electrical Permits	841	4% of Fee	\$5,030.20 \$107,256.00	\$4,760.00 \$107,256.00	\$270.20 \$4,290.24	\$858.05	\$220.90
SED - Electrician License Renewal	041	2% of Fee	\$107,250.00 \$0.00	\$107,250.00 \$0.00	\$4,290.24 \$0.00	\$0.00 \$0.00	\$3,432.19 \$0.00
SED - Electrician Apprentice License	126	2% 01 Fee 3.00	\$0.00 \$5,418.00	\$0.00 \$5,418.00	\$0.00 \$378.00	\$0.00 \$75.60	\$0.00 \$302.40
SED - Electrician Apprentice License	120		\$5,418.00 \$25.00	\$5,418.00 \$25.00			\$302.40 \$4.00
SED - License List SEDEXAM3 - Exam Application (\$3 fee)	75	Variable			\$5.00	\$1.00 \$45.00	
		3.00	\$4,725.00	\$4,725.00	\$225.00	\$45.00	\$180.00
SEDEXAM5 - Exam Application (\$5 fee)	12	5.00	\$1,560.00	\$1,560.00	\$60.00	\$12.00	\$48.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOS - Document eDelivery	1,801	\$2/varia	\$134,384.60	\$129,925.00	\$4,459.60	\$891.92	\$3,567.68
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	39	\$10.00	\$390.00	\$390.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	847	\$6.50	\$5,505.50	\$2,117.50	\$3,388.00	\$677.60	\$2,710.40
SOS - CollectionRenew	0	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	569	\$6.50	\$3,698.50	\$1,422.50	\$2,276.00	\$455.20	\$1,820.80
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	26	Varia	\$435.00	\$217.50	\$217.50	\$43.50	\$174.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Images Subscriber	4,542	\$0.45	\$2,043.90	\$1,453.44	\$590.46	\$118.09	\$472.37
SOS - Corporate Images Credit Card	3,704	\$0.45	\$1,666.80	\$1,185.28	\$481.52	\$96.30	\$385.22
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	6,876	\$4.50	\$30,942.00	\$24,066.00	\$6,876.00	\$1,375.20	\$5,500.80
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	,1,141	\$800.00 Variabl	\$2,400.00	\$1,200.00	\$1,200.00	\$228.20	\$900.00
SOS - UCC Special Request SOS - UCC Periodic Dump	1,141	\$15.00	\$2,282.00 \$0.00	\$1,141.00 \$0.00	\$1,141.00 \$0.00	¢220.20 \$0.00	\$912.80
SOS - UCC Debtor Location	0 7	\$15.00	\$0.00 \$105.00	\$0.00 \$52.50	\$0.00 \$52.50	\$0.00 \$10.50	\$0.00
SOS - UCC Deptor Eccation SOS - UCC ContinuationI Filings	7 1,468	\$15.00 \$8.00	\$105.00 \$11,744.00	\$52.50 \$9,542.00	\$52.50 \$2,202.00	\$10.50 \$440.40	\$42.00 \$1,761.60
SOS - UCC Continuation Filings	1,468	\$8.00 \$8.00	\$11,744.00 \$13,072.00	\$9,542.00 \$10,621.00	\$2,202.00 \$2,451.00	\$490.20	\$1,960.80
SOS - UCC Electronic Amendments	373	\$8.00			\$559.50	\$490.20 \$111.90	\$447.60
			\$2,984.00	\$2,424.50			
SOS - UCC Electronic Assignments	15	\$8.00	\$120.00	\$97.50	\$22.50	\$4.50	\$18.00
SOS - UCC Electronic Collateral Amendments	150	\$8.00	\$1,200.00	\$975.00	\$225.00	\$45.00	\$180.00
SOS - UCC Images	12,954	\$0.45 \$500.00	\$5,829.30	\$4,145.28	\$1,684.02	\$336.80	\$1,347.22
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	31	Variable	\$248.00	\$201.50	\$46.50	\$9.30	\$37.20
SOS - UCCASSIGN_BULK	29	Variable	\$232.00	\$188.50	\$43.50	\$8.70	\$34.80
SOS - UCCCOLLAMEND	14	Variable	\$112.00	\$91.00	\$21.00	\$4.20	\$16.80
SOS - UCCCONT_BULK	111	Variable	\$888.00	\$721.50	\$166.50	\$33.30	\$133.20
SOS - UCCORIG_BULK	611	Variable	\$4,888.00	\$3,971.50	\$916.50	\$183.30	\$733.20
SOS - EFS Interactive Searches	1,424	\$4.50	\$6,408.00	\$4,984.00	\$1,424.00	\$284.80	\$1,139.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	341	\$8.00	\$2,728.00	\$2,216.50	\$511.50	\$102.30	\$409.20
SOS - EFS Original Filings	176	\$8.00	\$1,408.00	\$1,144.00	\$264.00	\$52.80	\$211.20
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$142,740.00	\$138,457.80	\$4,282.20	\$856.44	\$3,425.76
E&A - Engineers & Architects License Renewal	1,173	5% of Fee	\$92,520.00	\$92,520.00	\$4,626.00	\$925.20	\$3,700.80
E&A - Engineers & Architects	45	5% of Fee	\$6,750.00	\$6,750.00	\$337.50	\$67.50	\$270.00
Water Well Registrations	212	5% of Fee	\$16,200.00	\$15,066.00	\$1,134.00	\$226.80	\$907.20
REV - Motor Fuels Tax Filing	661	\$0.25	\$165.25	\$0.00	\$165.25	\$33.05	\$132.20
NDOA - Applicator permits	17	Variable	\$1,270.00	\$1,223.00	\$47.00	\$9.40	\$37.60
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	56	Variable	\$7,023.02	\$6,816.67	\$206.35	\$41.27	\$165.08
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	206	Variable	\$972,420.99	\$971,804.74	\$616.25	\$123.25	\$493.00
NDOA - AGSMALL_PACKAGE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN	2	Variable	\$102.49	\$96.50	\$5.99	\$1.20	\$4.79
NDOA - AGFFAL Tonnage	7	Variable	\$103.43	\$88.84	\$14.59	\$2.92	\$11.67
NDOA - AGFIRM_REGISTRATION	4	Variable	\$61.48	\$53.00	\$8.48	\$1.70	\$6.78
NDOA - AGGFAL_Renew	1	Variable	\$15.37	\$13.25	\$2.12	\$0.42	\$1.70
NDOA - DAIRY/EGG/TURKEY	6	Variable	\$15,761.12	\$15,742.56	\$18.56	\$3.71	\$14.85
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	3		÷0.00	÷	\$0.00	\$0.00	\$ 0.00

NDOA - Food License Renewals	53	Variable	\$15,014.95	\$14,728.16	\$286.79	\$57.36	\$229.43
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD NEW	3	Variable	\$491.94	\$474.75	\$17.19	\$3.44	\$13.75
NDOA - AG_CervineFacility Permit	1	Variable	\$204.98	\$198.25	\$6.73	\$1.35	\$5.38
NDOA - AGACTNMRKT	36	Variable	\$40,755.66	\$40,673.98	\$81.68	\$16.34	\$65.34
NDOA - AGNURSERY_RENEW	1	Variable	\$195.50	\$193.75	\$1.75	\$0.35	\$1.40
NDOA - AGNURSERY_STOCK	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	7	Variable	\$78.75	\$70.00	\$8.75	\$1.75	\$7.00
SFM - Fireworks Display Permits	2	Variable	\$53.26	\$50.00	\$3.26	\$0.65	\$2.61
SFM_BOILER	65	Variable	\$5,912.50	\$5,912.50	\$195.00	\$39.00	\$156.00
SFM ELEVATOR	60	Variable	\$14,560.00	\$14,560.00	\$180.00	\$36.00	\$144.00
SFM_ELEVATOR_CC%	48	Variable	\$12,150.00	\$12,150.00	\$364.50	\$72.90	\$291.60
OTC-Over the counter payment	14,671	Variable	\$2,902,625.34	\$2,857,703.31	\$44,922.03	\$8,984.41	\$35,937.62
OTC Billback	125	Variable	\$437.79	\$2,007,703.01	\$437.79	\$87.56	\$350.23
PropertyTax Payments	125	Variable	\$483,995.44	\$481,998.82	\$1,996.62	\$399.32	\$350.23
NDOL - Contractor Registration	1,134	Variable	\$403,995.44 \$50,721.95	\$401,990.02 \$47,315.00	\$3,406.95	\$399.32 \$681.39	\$2,725.56
NDOL OVR PMT	95	Variable	\$16,470.78	\$47,315.00	\$362.54	\$72.51	\$290.03
	95 19	Variable	\$9,206.38	\$8,882.89	\$323.49	\$64.70	\$258.79
NDOL_TAX_PMT NEROADS - DOT_Permits	12,143	Variable	\$307,755.25	\$286,505.00	\$223.49 \$21,250.25	\$4,250.05	\$258.79
NEROADS- NDOTSPD	13	Variable	\$2,991.31	\$2,869.24	\$122.07	\$24.41	\$97.66
NEROADS - NDOTPERMITS	40	Variable	\$915.00	\$852.20	\$62.80	\$12.56	\$50.24
State Patrol Crime Report	1,459	\$18.00	\$31,868.00	\$25,700.00	\$6,168.00	\$1,233.60	\$4,934.40
NSPCCW_Renew - NSP Conceal & amp; Carry Permit Renewal	394	\$4.50	\$21,473.00 \$11,860.24	\$19,700.00	\$1,773.00	\$354.60	\$1,418.40
NSPApptFee	201	\$4.50	\$11,860.24	\$11,239.50	\$620.74	\$124.15	\$496.59
State Patrol Crime Report - Subscriber	1,223	Variable	\$18,890.50	\$15,647.80	\$3,242.70	\$648.54	\$2,594.16
Event Registration	203	10% of Fee	\$10,814.00	\$9,783.60	\$1,030.40	\$206.08	\$824.32
Sarpy_Stop	257	Variable	\$26,955.00	\$26,300.06	\$654.94	\$130.99	\$523.95
Medicaid & Long Term Care	120	\$1.75	\$9,554.00	\$9,554.00	\$210.00	\$42.00	\$168.00
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	12	Variable	\$637.36	\$605.77	\$31.59	\$6.32	
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	348	Variable	\$63,654.10	\$62,178.06	\$1,476.04	\$295.21	\$1,180.83
SarpyCommunityCorrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	195,931	Variable	\$11,755.86	\$0.00	\$11,755.86	\$2,351.17	\$9,404.69
NBC_Inspections	582	Variable	\$68,481.36	\$68,481.36	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	68,045	Variable	\$4,082.70	\$0.00	\$4,082.70	\$816.54	\$3,266.16
NBC_NISaleBarn	182,714	Variable	\$182,714.00	\$182,714.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	182,714	Variable	\$10,962.84	\$0.00	\$10,962.84	\$2,192.57	\$8,770.27
NBC_RFLRenewal	4	Variable	-\$29,000.00	-\$29,000.00	\$0.00	\$0.00	\$0.00
BOGRENEW	93	\$3.25	\$302.25	\$0.00	\$302.25	\$60.45	\$241.80
dhhscentregDH	1,134	Variable	\$4,536.00	\$2,835.00	\$1,701.00	\$340.20	\$1,360.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,931	\$1.50	\$13,861.00	\$9,485.50	\$4,375.50	\$875.10	\$3,500.40
dhhscentregDHL	7,017	\$1.50	\$35,085.00	\$24,559.50	\$10,525.50	\$2,105.10	\$8,420.40
REVENUE_FEE	2,348	\$1.75	\$4,109.00	\$0.00	\$4,109.00	\$821.80	\$3,287.20
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,635,807.00		15,171,668.52	14,656,722.01	525,817.75	105,163.55	
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Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [;] ee	No. of Records ee per Record		Agency Share NII Gross Share		NII Share	
Court Records (Justice) Per Record	153,279	\$1.00	\$153,279.00	76,639.50	76,639.50	\$76,639.50	
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00	
Court Records (Justice) Credit Card Searches	766	\$15.00	\$11,490.00	\$5,745.00	5,745.00	\$5,745.00	
Court E-Filing	18,997	\$1.00	\$18,997.00	\$0.00	18,997.00	\$18,997.00	
COURTAPELFILE	433	\$2.00	\$1,698.00	\$850.00	848.00	\$848.00	
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00	
Court Citations	5,570	Variable	\$738,689.65	\$723,052.05	15,637.60	\$15,637.60	
Court Payments	2,588	Variable	\$749,845.37	\$738,056.46	11,788.91	\$11,788.91	
Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	60.00	\$60.00	
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00	
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00	
Wccfile	842	Variabl	\$3,840.00	\$1,599.00	\$2,241.00	\$2,241.00	
Sccalessubscr	945	Variable	\$945.00	\$472.50	472.50 `	\$472.50	
SUBTOTAL	183,645		1,728,734.02	1,568,614.51	160,179.51	160,179.51	
						\$42 574 05	

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			17,835.00	17,835.00	17,835.00
Subscriptions - New		481 variable	48,150.00	48,150.00	48,150.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments Revenue Affecting adjustments		0	0.00	0.00	0.00

SUBTOTAL	\$65,985.00	\$65,985.00

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [:] ee	per Record	Total Revenue	Agency Share NII SI	hare
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,796	17.00	36,176.00	36,176.00	0.00
LCC -Tax Payments	31	variable	2,567,796.00	2,567,796.00	0.00
COURTEFILESUB	18,997	variable	\$509,206.00	\$509,206.00	0.00
COURTAPPTFILE	9	variable	\$850.00	\$850.00	0.00
PSCREMIT	335	variable	\$4,270,011.56	\$4,270,011.56	0.00
WCCSUB	95	variable	\$1,599.00	\$1,599.00	0.00
SUBTOTAL	21,263		\$7,385,638.56	\$7,385,638.56	

\$42,571.05

Payment Statement December 31, 2019

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

November 1st - November 30th

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Transaction Services Subject to the 20% Split with the Neb	Taska State Records Doard						90.00%
Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share	III Gross Share N	ISRB Share (2 N	
DMV- DLR - Batch	12,951	\$3.00	\$38,853.00	\$25,902.00	\$12,951.00	\$2,590.20	\$10,360.80
DMV- DLR - Monitoring Fee	651,126	\$0.06	\$39,067.56	\$26,045.04	\$13,022.52	\$2,604.50	\$10,418.02
DMV- DLR - Interactive	67,737	\$3.00	\$203,211.00	\$135,474.00	\$67,737.00	\$13,547.40	\$54,189.60
DMV- DLR - Certified	18	\$3.00	\$54.00	\$36.00	\$18.00	\$3.60	\$14.40
DMV- DLR - Certified Transcript	165	\$4.00	\$660.00	\$495.00	\$165.00	\$33.00	\$132.00
DMV - DLR Single	1,561	\$3.00	\$4,683.00	\$3,122.00	\$1,561.00	\$312.20	\$1,248.80
DMV - Driver License Renew	8,719	Varia	\$239,311.25	\$227,783.50	\$11,527.75	\$2,305.55	\$9,222.20
DMVMETROSOUTH	2,006	Varia	\$51,521.50	\$48,669.00	\$2,852.50	\$570.50	\$2,282.00
DMVMETROSOUTH	1,717	Varia	\$38,239.00	\$38,239.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,533	Varia	\$38,791.50	\$36,735.00	\$2,056.50	\$411.30	\$1,645.20
DMVMapleLocation	1,247	Varia	\$27,725.50	\$27,725.50	\$0.00	\$0.00	\$0.00
DMVNorthExpress	665	Varia	\$16,855.25	\$15,959.50	\$895.75	\$179.15	\$716.60
DMVNorthExpress	1,041	Varia	\$23,432.50	\$23,432.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	17,510	\$1.00	\$17,510.00	\$7,004.00	\$10,506.00	\$2,101.20	\$8,404.80
DMV- TLR - batch	33,731	\$1.00	\$33,731.00	\$13,492.40	\$20,238.60	\$4,047.72	\$16,190.88
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	16	\$18.00	\$288.00	\$160.00	\$128.00	\$25.60	\$102.40
DMV - Reinstatement	1,733	\$3.00	\$131,552.00	\$126,350.00	\$5,202.00	\$1,040.40	\$4,161.60
DMV - Specialty Plates	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV - IRP	436	Variable	\$1,911,534.04	\$1,908,554.13	\$2,979.91	\$595.98	\$2,383.93
DMV - IFTA	766	Variable	\$46,712.58	\$45,888.28	\$824.30	\$164.86	\$659.44
DMVSPLATE	303	Variable	\$7,084.00	\$6,175.00	\$909.00	\$181.80	\$727.20
SPLATEMESS	478	Variable	\$24,144.00	\$22,710.00	\$1,434.00	\$286.80	\$1,147.20
DMV - SingleTripPermit	553	Variable	\$22,397.00	\$20,575.00	\$1,822.00	\$364.40	\$1,457.60
DMV - Motor Vehicle Renewals	25,468	Variable	\$6,357,715.78	\$6,210,832.08	\$146,883.70	\$29,376.74	\$117,506.96
DMV Fleets	20,100	Variable	\$5,198.52	\$5,166.70	\$31.82	\$6.36	\$25.46
HHSS - Health Practitioner Lists	78	Variable	\$4,190.00	\$0.00	\$4,190.00	\$838.00	\$3,352.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	59,738	Variable	\$597.38	\$0.00	\$597.38	\$119.48	\$477.90
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.20	\$0.00	\$73.20	\$14.64	\$58.56
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	12	\$1.00	\$878.55	\$840.00	\$38.55	\$7.71	\$30.84
LCC Local Renewals	10	Variable	\$7,831.10	\$7,732.00	\$99.10	\$19.82	\$79.28
LCC SDL	82	Variable	\$3,930.69	\$3,720.00	\$210.69	\$42.14	\$168.55
SED - Electrical Permits	684	4% of Fee	\$86,826.00	\$86,826.00	\$2,10.09	\$694.61	\$2,778.43
SED - Electrician License Renewal	084	2% of Fee	\$0.00	\$00,820.00	\$3,473.04 \$0.00	\$0.00	\$0.00
	142	2% of Fee 3.00					
SED - Electrician Apprentice License SED - License List	2	3.00 Variable	\$6,106.00 \$70.00	\$6,106.00 \$70.00	\$426.00 \$10.00	\$85.20 \$2.00	\$340.80 \$8.00
	49		\$70.00 \$3,087.00		\$10.00 \$147.00	\$2.00 \$29.40	
SEDEXAM3 - Exam Application (\$3 fee)	49 13	3.00	\$3,087.00 \$1,690.00	\$3,087.00 \$1,690.00	\$147.00 \$65.00		\$117.60 \$52.00
SEDEXAM5 - Exam Application (\$5 fee)	0	5.00				\$13.00	
SOS - Corporation filings (LLC/LLP)		\$3.00 \$3.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOS - Document eDelivery	1,454	\$2/varia	\$107,485.55	\$103,915.00	\$3,570.55	\$714.11	\$2,856.44
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	51	\$10.00	\$510.00	\$510.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	530	\$6.50	\$3,445.00	\$1,325.00	\$2,120.00	\$424.00	\$1,696.00
SOS - CollectionRenew	0						
		Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	519	\$6.50	\$3,373.50	\$1,297.50	\$2,076.00	\$415.20	\$1,660.80
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	23	Varia	\$420.00	\$210.00	\$210.00	\$42.00	\$168.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Images Subscriber	3,939	\$0.45	\$1,772.55	\$1,260.48	\$512.07	\$102.41	\$409.66
SOS - Corporate Images Credit Card	3,377	\$0.45	\$1,519.65	\$1,080.64	\$439.01	\$87.80	\$351.21
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Interactive Searches	6,523	\$4.50	\$29,353.50	\$22,830.50	\$6,523.00	\$1,304.60	\$5,218.40
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	333	Variabl	\$666.00	\$333.00	\$333.00	\$66.60	\$266.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	55	\$15.00	\$825.00	\$412.50	\$412.50	\$82.50	\$330.00
SOS - UCC ContinuationI Filings	1,408	\$8.00	\$11,264.00	\$9,152.00	\$2,112.00	\$422.40	\$1,689.60
SOS - UCC Original Filings	1,437	\$8.00	\$11,496.00	\$9,340.50	\$2,155.50	\$431.10	\$1,724.40
SOS - UCC Electronic Amendments	300	\$8.00	\$2,400.00	\$1,950.00	\$450.00	\$90.00	\$360.00
SOS - UCC Electronic Assignments	10	\$8.00	\$80.00	\$65.00	\$15.00	\$3.00	\$12.00
SOS - UCC Electronic Collateral Amendments	108	\$8.00	\$864.00	\$702.00	\$162.00	\$32.40	\$129.60
SOS - UCC Images	14,435	\$0.45	\$6,495.75	\$4,619.20	\$1,876.55	\$375.31	\$1,501.24
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND BUL	42	Variable	\$336.00	\$273.00	\$63.00	\$12.60	\$50.40
SOS - UCCASSIGN BULK	9	Variable	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80
SOS - UCCCOLLAMEND	10	Variable	\$80.00	\$65.00	\$15.00	\$3.00	\$12.00
SOS - UCCCONT_BULK	102	Variable	\$816.00	\$663.00	\$153.00	\$30.60	\$122.40
SOS - UCCORIG BULK	550	Variable	\$4,400.00	\$3,575.00	\$825.00	\$165.00	\$660.00
SOS - BECORIG_BOLK SOS - EFS Interactive Searches						\$322.80	\$000.00
	1,614	\$4.50	\$7,263.00	\$5,649.00	\$1,614.00		
SOS - EFS Special Request	74	\$2.00	\$148.00	\$74.00	\$74.00	\$14.80	\$59.20
SOS - EFS Continuations	321	\$8.00	\$2,568.00	\$2,086.50	\$481.50	\$96.30	\$385.20
SOS - EFS Original Filings	308	\$8.00	\$2,464.00	\$2,002.00	\$462.00	\$92.40	\$369.60
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$5.50	\$22.00
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$386,770.00	\$375,166.90	\$11,603.10	\$2,320.62	\$9,282.48
E&A - Engineers & Architects License Renewal	1,197	5% of Fee	\$94,440.00	\$94,440.00	\$4,722.00	\$944.40	\$3,777.60
E&A - Engineers & Architects	39	5% of Fee	\$5,850.00	\$5,850.00	\$292.50	\$58.50	\$234.00
Water Well Registrations	208	5% of Fee	\$16,100.00	\$14,973.00	\$1,127.00	\$225.40	\$901.60
REV - Motor Fuels Tax Filing	478	\$0.25	\$119.50	\$0.00	\$119.50	\$23.90	\$95.60
NDOA - Applicator permits	13	Variable	\$975.00	\$939.00	\$36.00	\$7.20	\$28.80
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	16	Variable	\$3,722.95	\$3,654.85	\$68.10	\$13.62	\$54.48
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	4	Variable	\$25,101.98	\$25,089.37	\$12.61	\$2.52	\$10.09
NDOA - AGSMALL_PACKAGE	1	Variable	\$794.30	\$773.25	\$21.05	\$4.21	\$16.84
NDOA - AG EURO CORN	1	Variable	\$19.22	\$17.00	\$2.22	\$0.44	\$1.78
NDOA - AGFFAL Tonnage	5	Variable	\$4,744.93	\$4,735.96	\$8.97	\$1.79	\$7.18
NDOA - AGFIRM_REGISTRATION	5	Variable	\$66.48	\$56.25	\$10.23	\$2.05	\$8.18
NDOA - AGGFAL_Renew	725	Variable	\$22,515.42	\$20,861.50	\$1,653.92	\$330.78	\$1,323.14
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$16,928.90	\$16,904.42	\$24.48	\$4.90	\$19.58
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5	, anabio	ψ0.00	ψ0.00	ψ0.00	ψ0.00	ψ0.00

	ood License Renewals	49	Variable	\$12,281.63	\$12,034.13		\$49.50	
NDOA - A	AGMILK_RENEW	1	Variable	\$153.74	\$148.25	\$5.49	\$1.10	
NDOA - A	AGPESTKELLY	18	Variable	\$268,197.00	\$267,840.00	\$357.00	\$71.40	\$285.60
NDOA - A	AGPESTPROD NEW	15	Variable	\$2,435.82	\$2,373.75	\$62.07	\$12.41	\$49.66
	AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00		\$0.00	
	AGACTNMRKT	30	Variable	\$64,495.96	\$64,424.87		\$14.22	
	AGNURSERY_RENEW	1	Variable	\$2,304.23	\$2,246.50		\$11.55	
	AGNURSERY_STOCK	0	Variable	\$0.00	\$0.00		\$0.00	
	AGPERMIT_SELLSEEDS	2	Variable	\$101.25	\$96.50			
	Pesticide License Renewals	667	Variable	\$747,322.14	\$736,269.50		\$2,210.53	
NDOA - A	AGPESTDEAL_NEW	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - O	Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fir	eworks Licenses	4	Variable	\$45.00	\$40.00	\$5.00	\$1.00	\$4.00
SFM - Fir	eworks Display Permits	2	Variable	\$53.26	\$50.00			
SFM_BOI		47	Variable	\$6,140.00	\$6,140.00		\$28.20	
SFM ELE		96	Variable	\$20,590.00			\$57.60	
		90 76						
	VATOR_CC%		Variable	\$17,930.00	\$0.00			
	r the counter payment	12,571	Variable	\$2,644,390.63		\$38,061.02		
OTC Billb		130	Variable	\$861.21	\$0.00		\$172.24	
	ax Payments	95	Variable	\$338,512.71	\$337,255.31	\$1,257.40	\$251.48	
NDOL - C	Contractor Registration	669	Variable	\$30,364.80	\$28,350.00	\$2,014.80	\$402.96	\$1,611.84
NDOL_O	VR_PMT	20	Variable	\$3,095.56	\$2,947.16	\$148.40	\$29.68	\$118.72
NDOL_T/	—	63	Variable	\$10,682.45			\$43.66	
	S - DOT_Permits	9,821	Variable	\$248,460.25				
	S-NDOT RMS	14	Variable	\$1,632.37	\$1,546.97		\$17.08	
	S-NDOTSPD	5	Variable	\$265.00	\$250.00		\$3.00	
	S - NDOTPERMITS	40	Variable		\$827.20			
				\$890.00			\$12.56	
	rol Crime Report	1,143	\$18.00	\$22,940.00	\$18,500.00		\$888.00	
	/_Renew - NSP Conceal & Carry Permit Renewal	285	\$4.50	\$15,532.50	\$14,250.00		\$256.50	
NSPAppt		157	\$4.50	\$9,922.04	\$9,407.75			
State Pat	rol Crime Report - Subscriber	1,179	Variable	\$18,241.50	\$15,087.90	\$3,153.60	\$630.72	
Event Re	gistration	130	10% of Fee	\$3,812.00	\$3,442.00	\$370.00	\$74.00	\$296.00
Sarpy_St	op	210	Variable	\$22,002.43	\$21,467.82	\$534.61	\$106.92	\$427.69
	& Long Term Care	112	\$1.75	\$8,806.00	\$0.00		\$39.20	
	averly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00		\$0.00	
	averly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00		\$0.00	
-		0	Variable	\$0.00	\$0.00			
	m_LPNNRD	6	Variable	\$511.10				
	m_UBBNRD	3	Variable	\$130.21	\$126.42			
Vital Rec		0	Variable	\$0.00	\$0.00		\$0.00	
	_rendering	0	Variable	\$0.00	\$0.00		\$0.00	
Utility_pa		343	Variable	\$52,854.76	\$51,581.83		\$254.59	
	nmunityCorrections	0	Variable	\$0.00	\$0.00		\$0.00	\$0.00
	nty Overweight Perm	0	Variable	\$0.00	\$0.00		\$0.00	
	bus Charge for Swipers	0	Variable	\$0.00	\$0.00		\$0.00	
NBC_Hea		171,539	Variable	\$10,292.34	\$0.00		\$2,058.47	
NBC_Ins		578	Variable	\$10,292.34	\$0.00 \$57,690.71	\$10,292.34	\$2,038.47	
NBC_NIF		346,474	Variable	\$20,788.44	\$0.00		\$4,157.69	
NBC_NIS		155,366	Variable	\$155,366.00			\$0.00	
NBC_NIS		161,455	Variable	\$9,687.30			\$1,937.46	
NBC_RFI	Renewal	15	Variable	\$265,500.00	\$265,500.00		\$0.00	
BOGREN	IEW	42	\$3.25	\$136.50	\$0.00	\$136.50	\$27.30	\$109.20
dhhscent		993	Variable	\$3,972.00	\$2,482.50		\$297.90	
	regLN-subscriber	0	Variable	\$0.00	\$0.00		\$0.00	
dhhscent	•	2,144	\$1.50	\$10,153.00	\$6,950.50		\$640.50	
dhhscent		5,546	\$1.50	\$27,730.00	\$19,411.00		\$1,663.80	
REVENU		1,719	\$1.50	\$3,008.25				
REVENU		1,719	φ1./O	\$ 3,000.23	φ 0. 00	φ3,000.25	του 1.00	φ ∠,400. 00

OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,806,451.00		15,332,027.67	14,805,600.27	509,989.84	101,997.96	407,991.88
Transaction Services Not Subject to the 20% Split with the Nebraska	State Records Board						
Service/Volume Processed	No. of Records [:] ee	per Record	Total Revenue	Agency Share N	ll Gross Share	NI	I Share
Court Records (Justice) Per Record	127,896	\$1.00	\$127,896.00	63,948.00	63,948.00		\$63,948.00
Court Records (Justice) Monthly	83	\$500.00	\$41,500.00	\$20,750.00	20,750.00		\$20,750.00
Court Records (Justice) Credit Card Searches	690	\$15.00	\$10,350.00	\$5,175.00	5,175.00		\$5,175.00
Court E-Filing	16,151	\$1.00	\$16,151.00	\$0.00	16,151.00		\$16,151.00
COURTAPELFILE	353	\$2.00	\$1,242.00	\$0.00	1,242.00		\$1,242.00
Courtjudge	136	\$50.00	\$6,800.00	\$0.00	\$6,800.00		\$6,800.00
Court Citations	5,336	Variable	\$720,155.85	\$705,073.55	15,082.30		\$15,082.30
Court Payments	2,380	Variable	\$902,896.99	\$891,601.92	11,295.07		\$11,295.07
Lobbyist Registration	37	\$0.05	\$8,060.00	\$8,060.00	403.00		\$403.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00		\$0.00
Wccfile	655	Variabl	\$3,091.00	\$1,411.00	\$1,680.00		\$1,680.00
Sccalessubscr	788	Variable	\$788.00	\$394.00	394.00 `		\$394.00
SUBTOTAL	154,505		1,838,930.84	1,696,413.47	142,920.37		142,920.37
							\$44,209.03

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			8,265.33	8,265.33	8,265.33
Subscriptions - New		258 variable	26,250.00	26,250.00	26,250.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$34,515.33	\$34,515.33	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [;] ee	per Record	Total Revenue	Agency Share NII S	hare
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,505	17.00	30,345.00	0.00	0.00
LCC -Tax Payments	31	variable	2,883,021.00	2,883,021.00	0.00
COURTEFILESUB	16,151	variable	\$423,534.00	\$423,534.00	0.00
COURTAPPTFILE	7	variable	\$550.00	\$550.00	0.00
PSCREMIT	283	variable	\$4,330,965.89	\$4,330,965.89	0.00
WCCSUB	95	variable	\$1,411.00	\$1,411.00	0.00
SUBTOTAL	18,072		\$7,669,826.89	\$7,639,481.89	\$0.00

Payment Statement January 31, 2020

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 coln, NE 68508

PERIOD COVERED:

December 1st - December 31st

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Transaction Services Subject to the 20% Spint with the Nebraska S	date Records Board						90.00%
Service/Volume Processed	No. of Records [:] e	e per Record	Total Revenue	Agency Share	NII Gross Share I	NSRB Share (2 N	
DMV- DLR - Batch	13,669	\$3.00	\$41,007.00	\$27,338.00	\$13,669.00	\$2,733.80	\$10,935.20
DMV- DLR - Monitoring Fee	669,648	\$0.06	\$40,178.88	\$26,785.92	\$13,392.96	\$2,678.59	\$10,714.37
DMV- DLR - Interactive	63,960	\$3.00	\$191,880.00	\$127,920.00	\$63,960.00	\$12,792.00	\$51,168.00
DMV- DLR - Certified	22	\$3.00	\$66.00	\$44.00	\$22.00	\$4.40	\$17.60
DMV- DLR - Certified Transcript	145	\$4.00	\$580.00	\$435.00	\$145.00	\$29.00	\$116.00
DMV - DLR Single	1,617	\$3.00	\$4,851.00	\$3,234.00	\$1,617.00	\$323.40	\$1,293.60
DMV - Driver License Renew	9,780	Varia	\$269,872.25	\$256,853.00	\$13,019.25	\$2,603.85	\$10,415.40
DMVMETROSOUTH	2,066	Varia	\$53,108.00	\$50,191.00	\$2,917.00	\$583.40	\$2,333.60
DMVMETROSOUTH-Cash	1,867	Varia	\$41,340.00	\$41,340.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,587	Varia	\$39,766.25	\$37,658.50	\$2,107.75	\$421.55	\$1,686.20
DMVMapleLocation-Cash	1,370	Varia	\$30,143.00	\$30,143.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation-Cash	14	Varia	\$393.25	\$30, 143.00 \$373.00	\$20.25	\$0.00 \$4.05	\$16.20
DMVMetroWest-Cash	7	Varia	\$393.25 \$157.50	\$157.50	\$20.25	\$0.00	\$10.20
DMVNettOvvest-Cash DMVNorthExpress	727	Varia	\$157.50 \$18,628.50	\$157.50 \$17,640.50	\$0.00 \$988.00	\$0.00 \$197.60	\$790.40
							\$790.40 \$0.00
DMVNorthExpress-Cash	1,186	Varia	\$26,513.00	\$26,513.00	\$0.00	\$0.00	
DMV- TLR - Interactive	17,401	\$1.00	\$17,401.00	\$6,960.40	\$10,440.60	\$2,088.12	\$8,352.48
DMV- TLR - batch	22,935	\$1.00	\$22,935.00	\$9,174.00	\$13,761.00	\$2,752.20	\$11,008.80
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	14	\$18.00	\$252.00	\$140.00	\$112.00	\$22.40	\$89.60
DMV - Reinstatement	1,742	\$3.00	\$131,754.00	\$126,525.00	\$5,229.00	\$1,045.80	\$4,183.20
DMV - IRP	804	Variable	\$11,265,358.48	\$11,254,859.54	\$10,498.94	\$2,099.79	\$8,399.15
DMV - IFTA	663	Variable	\$24,707.98	\$24,052.20	\$655.78	\$131.16	\$524.62
DMVSPLATE	291	Variable	\$7,658.00	\$6,785.00	\$873.00	\$174.60	\$698.40
SPLATEMESS	485	Variable	\$24,715.00	\$23,260.00	\$1,455.00	\$291.00	\$1,164.00
DMV - SingleTripPermit	528	Variable	\$21,622.00	\$19,870.00	\$1,752.00	\$350.40	\$1,401.60
DMV - Motor Vehicle Renewals	27,594	Variable	\$6,863,564.76	\$6,708,475.82	\$155,088.94	\$31,017.79	\$124,071.15
DMV_Fleets	15	Variable	\$215,167.47	\$214,275.50	\$891.97	\$178.39	\$713.58
HHSS - Health Practitioner Lists	73	Variable	\$4,535.00	\$0.00	\$4,535.00	\$907.00	\$3,628.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	49,485	Variable	\$494.85	\$0.00	\$494.85	\$98.97	\$395.88
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.14	\$0.00	\$73.14	\$14.63	\$58.51
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_SDL	77	Variable	\$3,273.48	\$3,080.00	\$193.48	\$38.70	\$154.78
SED - Electrical Permits	643	4% of Fee	\$70,385.00	\$70,385.00	\$2,815.40	\$563.08	\$2,252.32
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	103	3.00	\$4,429.00	\$4,429.00	\$309.00	\$61.80	\$247.20
SED - License List	5	Variable	\$155.00	\$155.00	\$25.00	\$5.00	\$20.00
SEDEXAM3 - Exam Application (\$3 fee)	63	3.00	\$3,969.00	\$3,969.00	\$189.00	\$37.80	\$151.20
SEDEXAMS - Exam Application (\$5 fee)	8	5.00	\$1,040.00	\$1,040.00	\$40.00	\$8.00	\$32.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$1,040.00	\$1,040.00	\$0.00	\$0.00	\$0.00
	0	ψ0.00	ψ0.00	ψ0.00	ψ0.00	ψ0.00	ψ0.00



	0	\$0.00	* 0.00	* 0.00	\$0.00	\$0.00	#0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,737	\$2/varia	\$131,129.20	\$126,935.00	\$4,194.20	\$838.84	\$3,355.36
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	47	\$10.00	\$470.00	\$470.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	694	\$6.50	\$4,511.00	\$1,735.00	\$2,776.00	\$555.20	\$2,220.80
SOS - CollectionRenew	0	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	527	\$6.50	\$3,425.50	\$1,317.50	\$2,108.00	\$421.60	\$1,686.40
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	33	Varia	\$555.00	\$277.50	\$277.50	\$55.50	\$222.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Images Subscriber	4,454	\$0.45	\$2,004.30	\$1,425.28	\$579.02	\$115.80	\$463.22
SOS - Corporate Images Credit Card	3,212	\$0.45	\$1,445.40	\$1,027.84	\$417.56	\$83.51	\$334.05
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	0	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	9,406	\$4.50	\$42,327.00	\$32,921.00	\$9,406.00	\$1,881.20	\$7,524.80
	9,400	\$4.50 \$800.00					
SOS - UCC Monthly Batch Service			\$2,400.00 \$1,274.00	\$1,200.00 \$637.00	\$1,200.00	\$240.00 \$127.40	\$960.00 \$500.60
SOS - UCC Special Request SOS - UCC Periodic Dump	637	Variabl ¢15.00	\$1,274.00	\$637.00	\$637.00	\$127.40	\$509.60
	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	29	\$15.00	\$435.00	\$217.50	\$217.50	\$43.50	\$174.00
SOS - UCC ContinuationI Filings	1,368	\$8.00	\$10,944.00	\$8,892.00	\$2,052.00	\$410.40	\$1,641.60
SOS - UCC Original Filings	1,816	\$8.00	\$14,528.00	\$11,804.00	\$2,724.00	\$544.80	\$2,179.20
SOS - UCC Electronic Amendments	358	\$8.00	\$2,864.00	\$2,327.00	\$537.00	\$107.40	\$429.60
SOS - UCC Electronic Assignments	6	\$8.00	\$48.00	\$39.00	\$9.00	\$1.80	\$7.20
SOS - UCC Electronic Collateral Amendments	124	\$8.00	\$992.00	\$806.00	\$186.00	\$37.20	\$148.80
SOS - UCC Images	19,255	\$0.45	\$8,664.75	\$6,161.60	\$2,503.15	\$500.63	\$2,002.52
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	35	Variable	\$280.00	\$227.50	\$52.50	\$10.50	\$42.00
SOS - UCCASSIGN_BULK	14	Variable	\$112.00	\$91.00	\$21.00	\$4.20	\$16.80
SOS - UCCCOLLAMEND	9	Variable	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80
SOS - UCCCONT_BULK	92	Variable	\$736.00	\$598.00	\$138.00	\$27.60	\$110.40
SOS - UCCORIG_BULK	598	Variable	\$4,784.00	\$3,887.00	\$897.00	\$179.40	\$717.60
SOS - EFS Interactive Searches	2,424	\$4.50	\$10,908.00	\$8,484.00	\$2,424.00	\$484.80	\$1,939.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	291	\$8.00	\$2,328.00	\$1,891.50	\$436.50	\$87.30	\$349.20
SOS - EFS Original Filings	581	\$8.00	\$4,648.00	\$3,776.50	\$871.50	\$174.30	\$697.20
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$229,950.00	\$223,051.50	\$6,898.50	\$1,379.70	\$5,518.80
E&A - Engineers & Architects License Renewal	2,148	5% of Fee	\$169,585.00	\$169,585.00	\$8,479.25	\$1,695.85	\$6,783.40
E&A - Engineers & Architects	35	5% of Fee	\$5,250.00	\$5,250.00	\$262.50	\$52.50	\$210.00
Water Well Registrations	167	5% of Fee	\$13,850.00	\$12,880.50	\$969.50	\$193.90	\$775.60
REV - Motor Fuels Tax Filing	504	\$0.25	\$126.00	\$0.00	\$126.00	\$25.20	\$100.80
NDOA - Applicator permits	28	variable	\$2,065.00	\$0.00	\$77.00	\$25.20 \$15.40	\$61.60
NDOA - Applicator permits NDOA - AGAERIAL_LICENSE	20	Variable	\$2,065.00 \$0.00		\$0.00	\$0.00	\$0.00
				\$0.00 \$1 850 48			
	11	Variable	\$1,906.37 \$3,488.08	\$1,850.48 \$2,472.22	\$55.89 \$15.75	\$11.18 \$2.15	\$44.71 \$12.60
	9	Variable	\$3,488.98	\$3,473.23	\$15.75	\$3.15	\$12.60
NDOA - AGSMALL_PACKAGE	11	Variable	\$6,344.54	\$6,205.75	\$138.79	\$27.76	\$111.03
NDOA - AG_EURO_CORN	2	Variable	\$422.78	\$419.28	\$3.50	\$0.70	\$2.80
NDOA - AGFFAL_Tonnage	2	Variable	\$15.38	\$11.50	\$3.88	\$0.78	\$3.10
NDOA - AGFIRM_REGISTRATION	4	Variable	\$76.12	\$68.00	\$8.12	\$1.62	\$6.50
NDOA - AGGFAL_Renew	648	Variable	\$21,062.96	\$19,623.00	\$1,439.96	\$287.99	\$1,151.97
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$16,011.30	\$15,991.52	\$19.78	\$3.96	\$15.82

	0	Mandalah	\$2.00	\$ 2.00	#0.00	\$0.00	#0.00
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	2	Variable	\$385.78	\$376.76	\$9.02		\$7.22
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	19	Variable	\$218,660.75	\$218,400.00	\$260.75		\$208.60
NDOA - AGPESTPROD_NEW	11	Variable	\$1,799.80	\$1,740.75	\$59.05	\$11.81	\$47.24
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	43	Variable	\$90,901.20	\$90,820.35	\$80.85	\$16.17	\$64.68
NDOA - AGNURSERY_RENEW	403	Variable	\$79,098.31	\$77,095.25	\$2,003.06	\$400.61	\$1,602.45
NDOA - AGNURSERY_STOCK	2	Variable	\$200.36	\$192.00	\$8.36	\$1.67	\$6.69
NDOA - AGPERMIT SELLSEEDS	3	Variable	\$894.30	\$869.75	\$24.55	\$4.91	\$19.64
NDOA - Pesticide License Renewals	575	Variable	\$526,290.59	\$517,812.75	\$8,477.84	\$1,695.57	\$6,782.27
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.24	\$69.75	\$6.49	\$1.30	\$5.19
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	1	Variable	\$11.25	\$10.00	\$1.25	\$0.25	\$1.00
SFM - Fireworks Display Permits	7	Variable	\$186.41	\$175.00	\$11.41	\$2.28	\$9.13
SFM_BOILER	44	Variable	\$4,765.00	\$4,765.00	\$132.00	\$26.40	\$105.60
SFM ELEVATOR	71	Variable	\$23,710.00	\$23,710.00	\$213.00	\$42.60	\$170.40
SFM_ELEVATOR_CC%	51	Variable	\$18,740.00	\$0.00	\$562.20	\$112.44	\$449.76
OTC-Over the counter payment	13,753	Variable	\$3,358,969.55	\$3,311,362.69	\$47,606.86	\$9,521.37	\$38,085.49
OTC Billback	121	Variable	\$579.81	\$0.00	\$579.81	\$115.96	\$463.85
PropertyTax Payments	466	Variable	\$2,087,308.05	\$2,080,560.55	\$6,747.50	\$1,349.50	\$5,398.00
NDOL - Contractor Registration	823	Variable	\$37,373.40	\$34,890.00	\$2,483.40	\$496.68	\$1,986.72
NDOL_OVR_PMT	67	Variable	\$11,117.02	\$10,959.47	\$157.55	\$31.51	\$126.04
NDOL_TAX_PMT	13	Variable	\$2,753.36	\$2,635.30	\$118.06		\$94.45
NEROADS - DOT Permits		Variable	\$256,192.50	\$2,000.00		\$3,475.50	
NEROADS - DOT_Permits NEROADS- NDOT_RMS	9,930 17	Variable	\$250,192.50		\$17,377.50 \$107.64	\$3,475.50	\$13,902.00
NEROADS- NDOT_RMIS		Variable		\$2,183.41			
NEROADS- NDOTSPD NEROADS - NDOTPERMITS	3 25	Variable	\$157.75 \$598.75	\$150.00 \$550.50	\$7.75 \$39.25	\$1.55 \$7.85	\$6.20
		\$18.00	\$598.75 \$21,653.50	\$559.50		\$838.20	\$31.40 \$3,352.80
State Patrol Crime Report	1,061	\$4.50	\$21,053.50	\$17,462.50 \$21,250.00	\$4,191.00 \$1,912.50	\$382.50	
NSPCCW_Renew - NSP Conceal & amp; Carry Permit Renewal	426						\$1,530.00
NSPApptFee	160	\$4.50	\$10,160.03	\$9,632.00	\$528.03	\$105.61	\$422.42
State Patrol Crime Report - Subscriber	791	Variable	\$12,245.50	\$10,123.30	\$2,122.20	\$424.44	\$1,697.76
Event Registration	115	10% of Fee	\$2,963.00	\$2,671.50	\$291.50	\$58.30	\$233.20
Sarpy_Stop Madiaaid & Long Tarm Care	212	Variable	\$22,170.00	\$21,631.34	\$538.66		\$430.93
Medicaid & Long Term Care	131	\$1.75	\$10,447.99	\$10,447.99	\$229.25		\$183.40
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	17	Variable	\$780.57	\$760.00	\$20.57	\$4.11	\$16.46
order_form_LPNNRD	68	Variable	\$2,675.09	\$2,498.14	\$176.95		\$141.56
order_form_UBBNRD	2	Variable	\$351.34	\$339.39	\$11.95	\$2.39	\$9.56
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	388	Variable	\$68,730.27	\$67,223.70	\$1,506.57	\$301.31	\$1,205.26
SarpyCommunityCorrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	117,149	Variable	\$7,028.94	\$0.00	\$7,028.94	\$1,405.79	\$5,623.15
NBC_Inspections	467	Variable	\$46,060.61	\$46,060.61	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	78,130	Variable	\$4,687.80	\$0.00	\$4,687.80	\$937.56	\$3,750.24
NBC_NISaleBarn	158,058	Variable	\$158,058.00	\$158,058.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	166,886	Variable	\$10,013.16	\$0.00	\$10,013.16	\$2,002.63	\$8,010.53
NBC_RFLRenewal	6	Variable	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$0.00
BOGRENEW	110	\$3.25	\$357.50	\$0.00	\$357.50	\$71.50	\$286.00
dhhscentregDH	761	Variable	\$3,044.00	\$1,902.50	\$1,141.50	\$228.30	\$913.20
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,092	\$1.50	\$9,837.00	\$6,718.50	\$3,118.50		\$2,494.80
dhhscentregDHL	5,459	\$1.50	\$27,295.00	\$19,106.50	\$8,188.50	\$1,637.70	\$6,550.80

SUBTOTAL	1,504,014.00		27,373,035.15	26,848,727.11	518,824.64	103,764.92	415,059.72
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REVENUE_FEE	3,109	\$1.75	\$5,440.75	\$0.00	\$5,440.75	\$1,088.15	\$4,352.60

Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records [:] ee	per Record	Total Revenue	Agency Share N	II Gross Share	NII Share
Court Records (Justice) Per Record	121,900	\$1.00	\$121,900.00	60,950.00	60,950.00	\$60,950.00
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00
Court Records (Justice) Credit Card Searches	709	\$15.00	\$10,665.00	\$5,332.50	5,332.50	\$5,332.50
Court E-Filing	17,306	\$1.00	\$17,306.00	\$0.00	17,306.00	\$17,306.00
COURTAPELFILE	365	\$2.00	\$874.00	\$150.00	724.00	\$724.00
COURTAPPTFILE	3	variable	\$150.00	\$0.00	150.00	\$150.00
Courtjudge	136	\$50.00	\$6,800.00	\$0.00	\$6,800.00	\$6,800.00
Court Citations	5,156	Variable	\$715,625.58	\$701,015.68	14,609.90	\$14,609.90
Court Payments	2,407	Variable	\$785,309.36	\$774,675.07	10,634.29	\$10,634.29
Lobbyist Registration	293	\$0.05	\$109,790.00	\$109,790.00	5,489.50	\$5,489.50
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	4	\$100.00	\$400.00	\$200.00	200.00	\$200.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	708	Variabl	\$3,396.00	\$1,590.00	\$1,806.00	\$1,806.00
Sccalessubscr	672	Variable	\$672.00	\$336.00	336.00 `	\$336.00
SUBTOTAL	149,744		1,814,937.94	1,675,064.25	145,363.19	145,363.19
						\$40,213.80

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		421 variable 0 variable 0	4,511.33 42,150.00 0.00 0.00	4,511.33 42,150.00 0.00 0.00	4,511.33 42,150.00 0.00 0.00
SUBTOTAL			\$46,661.33	\$46,661.33	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions [:] ee	per Record	Total Revenue	Agency Share NII Share		
DAS - State Directory Order	0	5.00	0.00	0.00	0.00	
DED -Conference Registration	0	75.00	0.00	0.00	0.00	
DHHS - Birth Certificate Order	1,623	17.00	32,470.00	0.00	0.00	
LCC -Tax Payments	35	variable	2,485,029.00	2,485,029.00	0.00	
COURTEFILESUB	17,306	variable	\$428,207.00	\$428,207.00	0.00	
PSCREMIT	271	variable	\$4,237,621.54	\$4,237,621.54	0.00	
WCCSUB	106	variable	\$1,590.00	\$1,590.00	0.00	
SUBTOTAL	19,341		\$7,184,917.54	\$7,152,447.54	\$0.00	