NEBRASKA STATE RECORDS BOARD

1201 N STREET 2™ FLOOR CONFERENCE ROOM

SEPTEMBER 29, 2022 9:00 A.M.

*** Proof of Publication ***

NOTICE OF PUBLIC MEETING
Notice is hereby given that the
public meeting of the Nebraska
State Records Board is scheduled
for September 29, 2022 at 9:00 AM,
and will be held at the 1201 N SI
2nd Floor Conference Room, 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

as provided by Neb. Hev. 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 aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing peech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.

State of Nebraska) Lancaster County) SS.

NE SECRETARY OF STATE
RECORDS MANAGEMENT DIVISION
3242 Salt Creek Cir
LINCOLN, NE 68504

ORDER NUMBER 1101036

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

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

Clerk of the Lincoln Journal Star

Signature Hogy Fammu Date 8-30-22

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8/30/2022

Subscribed in my presence and sworn to before me on

_ Notary Public

20 ZZ

GENERAL NOTARY - State of Nebraska UVA BOONE My Comm. Exp. January 31, 2025

ORGANIZATION Nebraska State Records Board	ACTIVITY Meeting
DATE OF ACTIVITY 09/29/2022	TIME OF ACTIVITY 9:00 AM Central
LOCATION 1201 N Street 2nd floor	DETAILS Quarterly meeting of the State Records Board
MEETING AGENDA https://staterecordsboard.nebraska.gov /	MEETING MATERIALS https://staterecordsboard.nebraska.gov /
NAME Libby Elder Executive Director	EMAIL
•	libby.elder@nebraska.gov
ADDRESS	AGENCY WEBSITE
1201 N Street Ste 103	https://staterecordsboard.nebraska.gov
Lincoln, NE 68508 TELEPHONE	/

NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2nd Floor Conference Room September 29, 2022, 9:00 A.M.

- 1. CALL TO ORDER, ROLL CALL
- 2. ANNOUNCEMENT OF OPEN MEETINGS ACT
- NOTICE OF MEETING
- 4. Action Item: ADOPTION OF AGENDA
- 5. APPROVAL OF MINUTES

Action Item: Approval of June 10, 2022, Meeting Minutes

6. APPROVAL OF FINANCIAL REPORT

Action Item: Approval of June 30, 2022, Cash Fund Balance Report

- 7. PUBLIC COMMENT
- 8. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF TEMPLATE AGREEMENTS

(Signed by Chairperson Evnen pursuant to Board authority)

- 1. **Non-Action Item:** EGSLA Village of Butte, Village of Cortland, City of Friend, Village of Hoskins, Kimball County, Lincoln County, Village of McGrew, ServeNebraska, Upper Republic NRD, Village of Wolbach
- 2. Non-Action Item: Citizen Payment Processing City of Friend
- 3. **Non-Action Item:** PayPort Village of Cortland, City of Friend, Kimball County, Lincoln County, Village of McGrew, Upper Republic NRD, Village of Wolbach
- 4. Non-Action Item: Event Registration ServeNebraska
- 5. **Non-Action Item:** Termination Agreement City of Syracuse
- b) REVIEW OF PROJECT STATUS REPORTS
- 9. TECHNICAL INFRASTRUCTURE UPGRADES
 - a) Non-Action Item: Review Progress
 - b) Non-Action Item: Discussion of Grails Subcontract
- 10. NEW BUSINESS
 - a) Action Item: Accept the Ernst & Young LLP Audit for Nebraska Interactive
 - b) Action Item: Adopt Records Board Rules and Regulations Title 431
- 11. NEBRASKA INTERACTIVE REPORTS
 - a) Action Item: Project Priority Report
 - b) General Manager's Report
- 12. DATE FOR NEXT MEETING

TBD – December 2022

LOCATION: 1221 N Street, 2nd Floor Conference Room

13. ADJOURNMENT



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of June 10, 2022

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 9:10 a.m. on June 10, 2022.

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

Robert Evnen, Secretary of State, State Records Administrator and Chairperson

Matt Miltenberger, representing the Governor

Jason Jackson, the Director of Administrative Services

Leslie Donley, representing the Attorney General

Russ Karpisek, representing the Auditor

Walter Weir, representing the General Public

Tony Ojeda, representing the Insurance Industry

Angela Stenger, representing the Media

Bob Sullivan, representing the Legal Profession

Absent at Roll Call:

John Murante, representing the State Treasurer

Vacant member positions:

Representative of the Libraries

Representative the Banking Industry

Staff in attendance:

Libby Elder, Executive Director, NSRB

Tracy Marshall, Recording Clerk

Colleen Byelick, Chief Deputy Secretary of State and General Counsel

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 were located to the left of the Chairperson or to the right of the public seating area.

Agenda Item 3. NOTICE OF MEETING. The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on May 20, 2022, and on the State's public meeting calendar website. The public notice and proof of publication relating to the meeting would be attached to and made a part of the meeting minutes.

Agenda Item 4. ADOPTION OF AGENDA. The Chairperson brought the NSRB's attention to the adoption of the agenda.

Ms. Stenger moved to approve the agenda as presented. Mr. Jackson seconded the motion.

Voting For:

Evnen Stenger Donley Karpisek Weir Jackson Ojeda Sullivan Miltenberger

Voting Against:

None

Voting Abstain:

None

Absent:

Murante

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the April 6, 2022, meeting.

Mr. Ojeda moved to approve the minutes as presented. Mr. Karpisek seconded the motion. There was no further discussion.

Voting For:

Evnen Stenger Donley Karpisek Weir Jackson Ojeda Sullivan Miltenberger

Voting Against:

None

Voting Abstain:

None

Absent:

Murante

The motion carried.

Agenda Item 6. APPROVAL OF FINANCIAL REPORT. Libby Elder, Executive Director for the NSRB provided a summary of the March 31, 2022, Cash Fund Balance Report.

Mr. Sullivan moved to approve the financial report. Ms. Donley seconded the motion. There was no further discussion.

Voting For:

Evnen Stenger Donley Karpisek Weir Jackson Ojeda

Miltenberger

Sullivan

Voting Against:

None

Absent:

Murante

The motion carried.

Agenda Item 7. PUBLIC COMMENT.

The Chairperson asked if anyone wished to provide public comment to the NSRB.

Mr. Murante arrived 9:17 a.m.

Nathan Arentsen provided public comment regarding a public records request that he made to the Nebraska Department of Health and Human Services for Cisco WebEx instant messages. Mr. Arentsen stated that he was informed the search would cost over \$5,000 and take nine months to complete. Mr. Arentsen paid an initial deposit of \$1,378.51. Mr. Arentsen stated that he believes the contract for Cisco WebEx instant messaging violates the Nebraska public records statutes as it does not provide for reasonable access to WebEx instant messages.

Agenda Item 8. EXECUTIVE DIRECTOR'S REPORT

Ms. Elder reported that the independent audit of Nebraska Interactive, LLC ("NIC Nebraska" or "NIC") has been received and forwarded to the Finances Review Subcommittee for review.

Agenda Item 8.a. Review of Template Agreements: Ms. Elder provided a list of agreements signed pursuant to NSRB authority, including Electronic Government Service Level Agreements ("EGSLA"), a Citizen Payment Processing Addendum, PayPort Addendums, and a Statement of Work ("SOW").

Agenda Item 8.b. Review of Project Status Report: Ms. Elder presented information related to the status of various active projects based upon feedback from the state agency partners. Discussion took place regarding projects NIC is working on for the Nebraska Accountability and Disclosure Commission, the Administrative Office of the Courts, and Cass County.

Agenda Item 9. NEW BUSINESS

Agenda Item 9.a. Records Board Rules and Regulations – Title 431: Ms. Elder explained that there are some regulations currently in place relating to the NSRB that should be updated. These regulations are in Title 431, Chapters 1 and 2.

Ms. Elder explained that Chapter 1 pertains to organization of the NSRB and most of the items covered by this regulation are addressed in statute. The statute indicates that the NSRB shall meet upon call of the Administrator or in accordance with its regulations. It was proposed that Chapter 1 be updated to only address meetings of the NSRB.

Ms. Elder explained that Chapter 2 pertains to practice and procedure of the NSRB. The Attorney General has promulgated model rules of procedure, and Neb. Rev. Stat. §84-909.01 provides that agencies adopt as many of the model rules as practicable. It was proposed that the current rules of practice and procedure be replaced with the Attorney General's model rules, which would be adopted by reference.

Ms. Elder requested that the NSRB take action to allow the Executive Director to proceed to issue a public notice and hold a public hearing on these draft rules and regulations and bring any information from the public hearing back to the NSRB for review.

Mr. Karpisek moved to authorize and direct the Executive Director of the NSRB to publish notice and proceed to public hearing on the proposed Title 431 regulations, which was seconded by Mr. Miltenberger.

Mr. Jackson left at 9:27 and returned at 9:29

Voting For: Evnen Sullivan Weir Murante Ojeda

Stenger Karpisek Jackson Miltenberger

Voting Against: None

Abstain: Donley

Absent: None

The motion carried.

Agenda Item 9.b. Discussion and Consideration of Network Manager Request for Proposal (RFP):

Ms. Elder explained that the term of the Master Contract between the NSRB and NIC is April 1, 2019, through March 31, 2024. It provides for a renewal for one additional two-year period. Ms. Elder referenced minutes of the September 12, 2018, meeting of the NSRB, where a decision was made to sole source the contract to NIC.

Ms. Elder reported that the Portal Operations Subcommittee met earlier this month to initiate discussion regarding whether to initiate a procurement process for the network manager contract, or to anticipate a renewal of the agreement with NIC. The reason for starting these conversations now is that the procurement process can be lengthy. Ms. Elder explained that although this item was listed as an action item on the agenda, instead of proposing action at this time, the Portal Operations Subcommittee will continue to review this matter and report back to the NSRB.

Mr. Weir requested to be included on the Portal Operations Subcommittee.

Agenda Item 9.c. Grails Subcontract.

Mr. Jackson moved to go into closed session for the limited purpose of discussion of the Grails subcontract and indicated that the closed session was necessary for the protection of the public interest and prevention of needless injury to the reputation of an individual. Chairperson Evnen stated that this matter will involve discussion of performance and vulnerability issues relating to operation of the state portal. The motion for closed session was seconded by Ms. Stenger.

Voting For: Donley Weir Oieda Evnen Murante

> Karpisek Miltenberger Stenger Jackson

Sullivan

Voting Against: None Absent: None

The motion carried.

Chairperson Evnen restated the motion, which was to go into closed session for the limited purpose of discussion of the Grails subcontract as necessary for the protection of the public interest and prevention of needless injury to the reputation of an individual. The board went into closed session at 9:35 AM.

At 11:01 AM, Mr. Jackson moved that the NSRB reconvene in open session having completed discussion of the Grails subcontract. Mr. Jackson stated that no other matters were discussed in the closed session. The motion was seconded by Mr. Ojeda.

Voting For: Evnen Donley Weir Murante Ojeda

Stenger Karpisek Jackson Miltenberger

Sullivan

Voting Against: None

Absent: None

The motion carried.

The Chairperson asked whether any member of the NSRB wanted to bring anything forward on Agenda Item 9.c. No motions were made. The Chairperson indicated this matter would be further addressed with NIC.

Agenda Item 10. TECHNICAL INFRASTRUCTURE UPGRADES.

Mr. Jackson, Chairperson of the Technical Infrastructure Subcommittee provided an update on the subcommittee's May 4, 2022, meeting. The meeting included (1) reviewing a summary of the prior meeting; (2) reviewing NIC's communication to partners that explains the purpose and value of the upgrades and that will be sent at project kickoff and project wrap up (and tailored as appropriate to be sent to both executive level and technical contacts); and (3) reviewing NIC's Grails Progress Report and Drupal Progress Report. Mr. Jackson stated that NIC indicated that they were considering contract with their Grails consultant to assist in completion of upgrades but did not indicate that additional funding would be required to effectuate that partnership. NIC affirmed that completion dates may adjust as they move forward, but that they would complete upgrades within the eighteen (18) month timeline originally planned, and that upgrades to be completed after that date would roll into their regular maintenance work. Ms. Elder added that copies of the Grails and Drupal progress reports are in the NSRB materials for review. Ms. Elder also stated that NIC had made her aware of NIC's interest in seeking funding from the NSRB and that she requested an opportunity to review the concept before NIC shared it with the subcommittee.

The NSRB took a break: 11:10 a.m. – 11:15 a.m.

Agenda Item 11. NEBRASKA INTERACTIVE REPORTS.

Agenda Item 11.a. Nebraska Interactive, LLC, Project Priority Report:

Mr. Sloan presented information on the status of various active projects. Mr. Sloan discussed the modernization projects for the Administrative Office of the Courts, which should be fully deployed in the next week. Mr. Sloan discussed that the DOI Medical Malpractice project has delayed progress in completion of Grails upgrades. NIC was on-site at the DMV supercenter in Omaha working on the status forms project, and it was a near flawless roll out.

Ms. Donley moved to approve the Project Priority Report, which was seconded by Ms. Stenger.

Voting For: Evnen Donley Weir Murante Ojeda

Stenger Karpisek Jackson Miltenberger

Sullivan

Voting Against: None

Absent: None

The motion carried.

Agenda item 11.b. General Manager's Report:

Mr. Hoffman reported on the following items for the first quarter of 2022:

- 1. NIC has been awarded a cooperative contract with National Association of State Procurement Officers through a competitive RFP for a citizen engagement platform. This contract is anticipated to continue through 2027 and can been seen on the DAS Materiel website by searching for Tyler.
- 2. NIC has returned to the office two days a week, with all staff present on Wednesdays, and staff choosing one additional day to be in the office.
- 3. NEMA was seeking a more streamlined website, and following launch, the website was awarded the Hermes Creative Gold Award within the government website category.
- 4. From a financial standpoint, NIC is running at 7% in revenues as driver history records have flattened. Instant government access has been flat as well.
- 5. NIC is working with Treasurer's office to determine reasons why merchant fees are seeing a 25% overall increase for the last quarter. It is being driven by Elavon, the processor. Elavon's fees increased in February 84% over the prior year and 54% in March over the prior year. NIC knew a price increase was coming in April, but this was prior to April. Although more dollar volume was processed, there were fewer transactions than last year.
- 6. 44% of NIC's time was spent on services that generate no revenue.
- 7. NIC had a great hiring run over the last few months and made retention investments in valued staff.
- 8. Customer service satisfaction ratings continue to have high engagement rate over 20 percent, and 77% of respondents in last quarter gave a 5-star rating across 17 applications.

- 9. DOI continues to deploy the wholesale excise tax reporting system. This is an extremely complicated process, and Nebraska is one of two states that has the functionality to accept an excise tax online.
- 10. NIC launched the Nebraska Brand Committee customer portal, which allows for renewing brands online and viewing inspection information.
- 11. Revenues are limited by number of people in the state. All court e-filing is now mandatory, Nebraska Brand Committee's brand inspections are online, DMV services are online, the Nebraska State Patrol has 95% adoption for their online services, the Board of Public Accountancy has its services online. Nebraska was an early adopter of online government, and there is a need to collaborate and be creative moving forward.

Agenda Item 12. RECOGNITION FOR SERVICE TO NSRB – Tony Ojeda and Angela Stenger. The Chairperson recognized, congratulated, and thanked Angela Stenger and Tony Ojeda for service to the NSRB from 2016 to 2022.

Agenda Item 13. DATE FOR NEXT MEETING. The Chairperson announced the next regular meeting of the NSRB will be in September and is anticipated to be held at the 12th and N Street location. The Chairperson also announced that, in addition, a special meeting may be called prior to the September meeting.

Agenda Item 14. ADJOURNMENT.

The meeting adjourned at 11:30 AM.

Mr. Karpisek moved to adjourn, seconded by Mr. Sullivan.

obert B. Evnen ecretary of State	Date	

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

NSRB - CASH FUND BALANCE

State Records Board - Revenues & Expenditures & Transfers April 1, 2022, through June 30, 2022

With comparative figures for April 1, 2021, through June 30, 2021

FY 21-22

		Prior Year		Prior Year		Prior Year	Year to Date	Year to Date
	<u>Apr 2022</u>	<u>Apr 2021</u>	May 2022	May 2021	<u>Jun 2022</u>	<u>Jun 2021</u>	<u>FY 21-22</u>	<u>FY 20-21</u>
Revenues:								
Sale of Subscriber Services	\$1,590,710.22	\$1,206,527.05	\$1,527,627.01	\$1,199,579.70	\$1,457,316.55	\$1,009,945.44	\$17,599,436.61	\$13,091,128.45
General Business Fees	\$0.00	\$94.00	\$0.00	\$42.00	\$0.00	\$27.00	\$3.00	\$641.00
Driver Records	\$207.00	\$214.00	\$278.00	\$256.00	\$198.00	\$379.00	\$4,055.00	\$6,149.20
Investment Income	\$3,873.78	\$3,515.40	\$4,246.94	\$4,264.71	\$5,054.84	\$4,131.04	\$56,067.37	\$40,604.73
Total	\$1,594,791.00	\$1,210,350.45	\$1,532,151.95	\$1,204,142.41	\$1,462,569.39	\$1,014,482.48	\$17,659,561.98	\$13,138,523.38
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Expenditures:								
State Agency Transfers	\$1,193,115.02	\$807,459.72	\$1,172,592.89	\$836,034.24	\$1,098,224.25	\$695,872.86	\$13,332,594.49	\$8,990,960.92
NIC	\$236,394.24	\$239,454.59	\$215,949.75	\$223,865.41	\$223,163.43	\$190,625.15	\$2,645,231.32	\$2,525,499.30
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$21,107.83	\$12,795.69	\$21,107.29	\$12,796.53	\$21,467.62	\$12,795.68	\$252,422.74	\$154,011.34
Misc. Expense	\$1,149.69	\$684.92	\$1,064.02	\$1,056.99	\$1,397.69	\$570.01	\$16,009.54	\$12,266.03
SRC Move	\$0.00	\$0.00	\$77,404.00	\$0.00	\$0.00	\$0.00	\$843,074.66	\$0.00
Total	\$1,451,766.78	\$1,060,394.92	\$1,488,117.95	\$1,073,753.17	\$1,344,252.99	\$899,863.70	\$17,089,332.75	\$11,682,737.59
						*	*	
Net Increase (Decrease)	\$143,024.22	\$149,955.53	\$44,034.00	\$130,389.24	\$118,316.40	\$114,618.78	\$570,229.23	\$1,455,785.79
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$61,130.00)
Fund Balance	\$3,810,019.25	\$3,157,132.40	\$3,854,053.25	\$3,287,521.64	\$3,972,369.65	\$3,402,140.42	\$3,972,369.65	\$3,402,140.42
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Fund Balance-Local Agency	\$559.25	\$550.97	\$559.86	\$551.71	\$560.54	\$552.41	\$560.54	\$552.41
Records Management Cash								
Fund Balance	\$3,810,578.50	\$3,157,683.37	\$3,854,613.11	\$3,288,073.35	\$3,972,930.19	\$3,402,692.83	\$3,972,930.19	\$3,402,692.83

^{*}LB294 (2019) required \$61,130 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2021. The transfer was made on July 15, 2020.

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.

New EGSLA	NSRB Chairman Signature
Butte, Village of	08/24/2022
Cortland, Village of	06/15/2022
Friend, City of	06/29/2022
Hoskins, Village of	08/25/2022
Kimball County	07/27/2022
Lincoln County	06/30/2022
McGrew, Village of	06/06/2022
ServeNebraska	08/25/2022
Upper Republican NRD	08/25/2022
Wolbach, Village of	06/23/2022

Electronic Government Service Level Agreement with Village of Butte, Nebraska

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

Mailing address: Village of Butte, Nebraska, Chairman

520 Thayer Street

Butte, Nebraska 68722

Phone: 402-775-2426

Email: villageofbutte@nntc.net

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Chairperson

DocuSigned by: BE27E149FB2B46E	8/19/2022
Brent Hoffman	Date
General Manager	
Village of Butte, Nebraska	
DocuSigned by:	
Scott Brewster	8/24/2022
Scott Brewster	Date
Chairman	
Nebraska State Records Board (NSRB)	
DocuSigned by:	
Robert B. Evnen	8/24/2022
Secretary of State, Robert B Evnen	Date

Electronic Government Service Level Agreement with Village of Cortland, Nebraska

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

Mailing address: Village of Cortland, Nebraska, Chairman

100 S. Sherman Avenue

Cortland, Nebraska 68331

Phone: 402-798-7395

Email: villageofcortland@gmail.com

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Nebraska Interactive, LLC dba NIC

Chairperson

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	
DocuSigned by: BE27E149FB2B40E	5/23/2022
Brent Hoffman	Date
General Manager	
Village of Cortland, Nebraska Docusigned by: Lisa Lobout	6/15/2022
Lisa Kohout	Date
Chairman	Date
Nebraska State Records Board (NSRB)	
DocuSigned by:	
Robert B. Eunen	6/15/2022
Secretary of State, Robert B Evnen	Date

Electronic Government Service Level Agreement with City of Friend, Nebraska

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

Mailing address: City of Friend, Nebraska, Mayor

235 Maple Street

Friend, Nebraska 68359

Phone: 402-947-2711

Email: cityoffriend@windstream.net

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Chairperson

DocuSigned by: BE27E149FB2B46E	6/13/2022
Brent Hoffman	Date
General Manager	
City of Friend, Nebraska	
DocuSigned by:	
Judith tenoke	6/13/2022
Judith Knoke	Date
Mayor	
•	
Nebraska State Records Board (NSRB)	
DocuSigned by:	6 (20 (2022
3B837E90FE95466	6/29/2022
Secretary of State, Robert B Evnen	Date

Electronic Government Service Level Agreement with Village of Hoskins, Nebraska

This Agreement is made by and among Nebraska Interactive, LLC, dba NIC Nebraska, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Village of Hoskins, Nebraska, 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.
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- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
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- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/ and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing address: Village of Hoskins, Nebraska, Chairman

101 South Main Street. P.O. Box 44

Hoskins, Nebraska 68740

Phone: 402-565-4479

Email: hoskins@ptcnet.net

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

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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.

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- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
 - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, 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.

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- 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.
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 - 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
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- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). 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.
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- 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.
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- 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.
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- 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 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.
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 - 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 I 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 dba NIC Nebraska

Chairperson

DocuSigned by: BE27E149FB2B46E	6/24/2022	
Brent Hoffman	Date	
General Manager		
Village of Hoskins, Nebraska		
Docusigned by: James Miller DD38CCFEA22A43D	8/25/2022	
James Miller	Date	
Chairman		
Nebraska State Records Board (NSRB)		
DocuSigned by:		
Robert B. Evnen	8/25/2022	
Secretary of State, Robert B Evnen	Date	

Electronic Government Service Level Agreement with Kimball County, Nebraska

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

Mailing address: Kimball County, Nebraska, Chairman

114 East 3rd Street

Kimball, Nebraska 69145

Phone: 308-235-2241

Email: clerk@kimballcountyne.us

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Chairperson

DocuSigned by:	6/22/2022	
Brent Hoffman	Date	
General Manager		
Kimball County, Nebraska		
Docusigned by: Larry Engstrom 700563200025401	7/26/2022	
Larry Engstrom	Date	
Chairman		
Nebraska State Records Board (NSRB)		
DocuSigned by:		
Robert B. Eunen	7/27/2022	
Secretary of State, Robert B Evnen	Date	

Electronic Government Service Level Agreement with Lincoln County, Nebraska

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

Mailing address: Lincoln County, Nebraska, Chairman

301 N. Jeffers Street

North Platte, Nebraska 69101

Phone: 308-534-4350

Email: GurciulloAN@co.lincoln.ne.us

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Chairperson

DocuSigned by:	5/13/2022	
Brent Hoffman	Date	
General Manager		
Lincoln County, Nebraska		
Christophur D. Bruns	6/22/2022	
Christopher D. Bruns	Date	
Chairman		
Nebraska State Records Board (NSRB)		
DocuSigned by: 38837E90FED5486	6/30/2022	
Secretary of State, Robert B Evnen	Date	

Template	Approved For Use	Issued By
EGSLA	December 18th, 2020	

Electronic Government Service Level Agreement with Village of McGrew, Nebraska

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

Mailing address: Village of McGrew, Nebraska, Chairman

262 East 3rd Street

McGrew, Nebraska 69353

Phone: 308-672-6102

Email: mcgrewvillage@vistabeam.com

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Nebraska Interactive, LLC dba NIC

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	
DocuSigned by: BE27E149FB2B46E	6/2/2022
Brent Hoffman	Date
General Manager	
Village of McGrew, Nebraska Docusigned by: Levin Ross BOGE43C46B5B4F1	6/6/2022
Kevin Ross	Date
Chairman	
Nebraska State Records Board (NSRB)	
DocuSigned by:	
Robert B. Euren	6/6/2022
Secretary of State, Robert B Evnen	Date
Chairperson	

Electronic Government Service Level Agreement with Nebraska Volunteer Service Commission

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

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

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

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

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

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

2. APPLICATION SUPPORT

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

Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

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

Mailing address: Nebraska Volunteer Service

Commission, Executive Director

1445 K St # 6

Lincoln, Nebraska 68508

Phone: (402) 471-6212

Email: cathleen.plager@nebraska.gov

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

- i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deducted 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 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 I 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 dba NIC Nebraska		
Brent Hoffman	Date	
General Manager Docusigned by:		
BE27E149FB2B46E	8/19/2022	
Nebraska Volunteer Service Commission		
Cathy Plager Docusigned by: Executive Director	Date	
D733FA5AB32E4E7	8/22/2022	
Nebraska State Records Board (NSRB)		
Secretary of State, Robert B Evnen	Date	
Chairperson Chairperson B. Ewen 3B837E90FED5466	8/25/2022	

Electronic Government Service Level Agreement with Upper Republican Natural Resources District

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

Mailing address: Upper Republican Natural Resources

District, General Manager

511 East 5th Street

Imperial, Nebraska 69033

Phone: 888-883-9066

Email: urnrd@urnrd.org

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Chairperson

DocuSigned by: BE27E149FB2B46E	8/19/2022
Brent Hoffman	Date
General Manager	
Upper Republican Natural Resources District Docusigned by: Jasper Farming	8/22/2022
Jasper Fanning	Date
General Manager	
Nebraska State Records Board (NSRB)	
Robert B. Evnen	8/25/2022
Secretary of State, Robert B Evnen	Date

Electronic Government Service Level Agreement with Village of Wolbach, Nebraska

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

Mailing address: Village of Wolbach, Nebraska, Chairman

406 Center Avenue

Wolbach, Nebraska 68882

Phone: 308-246-5278

Email: wolvillage@gpcom.net

Mailing Address: Nebraska Interactive dba NIC Nebraska

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

Nebraska Interactive, LLC dba NIC

Chairperson

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		
DocuSigned by: BE27E140FB2846E	5/26/2022	
Brent Hoffman	Date	
General Manager		
Village of Wolbach, Nebraska Docusigned by: Scott Muson	6/23/2022	
Scott Nelson	Date	
Chairman		
Nebraska State Records Board (NSRB)		
DocuSigned by:		
Robert B. Evnen	6/23/2022	
Secretary of State, Robert B Evnen	Date	

Addendum Two to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

City of Friend, Nebraska, and the

Nebraska State Records Board

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and City of Friend, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating 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 Friend, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	City of Friend, Nebraska 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):

[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):

Not applicable

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

By:	Date:	8/3/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —Docusigned by:		
By: Julith knoke	Date:	8/3/2022
Mayor- Judith Knoke		
City of Friend, Nebraska — Docusigned by:		
By: Robert B. Eunen	Date:	8/3/2022
Chairman Sacratary of State Pohert R. Eynon		

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

€ 8/1/2022

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

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>
Cortland, Village of	Addendum 1	06/15/2022
Friend, Village of	Addendum 1	06/29/2022
Kimball County	Addendum 1	07/27/2022
Lincoln County	Addendum 2	06/30/2022
McGrew, Village of	Addendum 1	06/06/2022
Upper Republican NRD	Addendum 1	08/25/2022
Wolbach, Village of	Addendum 1	06/23/2022

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:

- Cortland, Village of
- Friend, Village of
- Kimball County
- Lincoln County
- McGrew, Village of
- Upper Republican NRD
- Wolbach, Village of

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

Electronic Government Service Level Agreement Between

NIC Nebraska,

Village of Cortland, Nebraska, and the

Nebraska State Records Board

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

Project: Payport for Village of Cortland, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of Cortland, Nebraska 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):

[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):

Partner purchases (1) FD40 swipe device

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

By: BEZTET49FB2B46E	Date:	5/23/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska		
By: Lisa tohout	Date:	6/15/2022
Chairman - Lisa Kohout		
Village of Cortland, Nebraska —DocuSigned by:		
By: Robert B. Euren	Date:	6/15/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

Electronic Government Service Level Agreement Between

NIC Nebraska,

City of Friend, Nebraska, and the

Nebraska State Records Board

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

Project: Payport for City of Friend, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	City of Friend, Nebraska Fee	Contractor Portal	NSRB Share
		ree	
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):

[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):

Partner purchases (1) FD40 swipe device

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

By: By: By: Bezite 149FB2B46E General Manager – Brent Hoffman	Date:	6/13/2022
Nebraska Interactive, LLC dba NIC Nebraska By: September Se	Date:	6/13/2022
Mayor - Judith Knoke City of Friend, Nebraska By: By: 38837E90FED5466	Date:	6/29/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

l€ 6/13/2022

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

Electronic Government Service Level Agreement Between

NIC Nebraska,

Kimball County, Nebraska, and the

Nebraska State Records Board

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

Project: Payport for Kimball County, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Kimball County, Nebraska 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 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
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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):

☑ Partner purchases (1) FD-40 swipe device

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

By RE27F149FB2B46F	Date:	6/22/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —DocuSigned by:		
By: Larry Engstrom	Date:	7/26/2022
Chairman - Larry Engstrom		
Kimball County, Nebraska		
By: Robert B. Evnen	Date:	7/27/2022
3D03/E3UFED3400		

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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Addendum Two to the

Electronic Government Service Level Agreement Between

NIC Nebraska,

Lincoln County, Nebraska, and the

Nebraska State Records Board

This Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC dba NIC Nebraska (the "Contractor"), the Nebraska State Records Board ("NSRB"), and Lincoln County, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating 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. This Addendum Two supersedes and replaces prior Addendum One.

Project: Payport for Lincoln County, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Lincoln County, Nebraska 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	e-Selected	Processor
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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 (8) FD40 Swipe Devices

Partner purchases (2) FD40 Swipe Devices

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

By BE27E149FB2B46E	Date:	5/13/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —DocuSigned by:		
By: Christopher D. Bruns	Date:	6/22/2022
Chairman - Christopher D. Bruns		
Lincoln County, Nebraska		
By: By: By: By: By: By: By: By:	Date:	6/30/2022

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board

E 5/13/2022

Electronic Government Service Level Agreement Between

NIC Nebraska,

Village of McGrew, Nebraska, and the

Nebraska State Records Board

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

Project: Payport for Village of McGrew, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of McGrew, Nebraska 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 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):

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

[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):

Not applicable

By: By: BE27E149FB2B40E	Date:	6/2/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —Docusigned by:		
By:	Date:	6/6/2022
Chairman - Kevin Ross		
Village of McGrew, Nebraska —DocuSigned by:		
By: Robert B. Evnen	Date:	6/6/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

€ 6/2/2022

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

Electronic Government Service Level Agreement Between NIC Nebraska,

Upper Republican Natural Resources District, and the

Nebraska State Records Board

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

Project: Payport for Upper Republican Natural Resources District

Revenue Type: Instant Access

Implementation: 2022

Service	Upper Republican Natural Resources District 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):

[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)

Partner purchases (1) FD40 Swipe Device

By: _______ DocuSigned by: ______ 8/19/2022 ______ Date: _____

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

General Manager - Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

By: Jasper Fanning Date: 8/22/2022

General Manager - Jasper Fanning

Upper Republican Natural Resources District

DocuSigned by:

DocuSigned by:

By: Robert B. Evnen Date: 8/25/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

Electronic Government Service Level Agreement Between

NIC Nebraska,

Village of Wolbach, Nebraska, and the

Nebraska State Records Board

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

Project: Payport for Village of Wolbach, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of Wolbach, Nebraska 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):

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[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)

Partner purchases (1) MagTek DynaPad Swipe Device

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

By	Date:	5/26/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —Docusigned by:		
By: Scott Mison	Date:	6/23/2022
Chairman - Scott Nelson		
Village of Wolbach, Nebraska		
By: Robert B. Evnen	Date:	6/23/2022
05007 E001 E50400		

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

Addendum Four to the

Electronic Government Service Level Agreement Between NIC Nebraska,

Nebraska Volunteer Service Commission, and the

Nebraska State Records Board

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

Project: Event Registration **Revenue Type:** Instant Access

Implementation: 2022

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

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

tate-Selected	Processor
	State-Selected

Contractor-Selected Processor (not applicable for state agencies –	Nah	Ray	Stat	881 ₋ 118 01)

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

[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):

Not applicable

By: By: BEZTF149FBZB46F	Date:	8/19/2022
General Manager – Brent Hoffman		
Nebraska Interactive, LLC dba NIC Nebraska —DocuSigned by:		
By: Cathleen Plager	Date:	8/22/2022
Executive Director- Cathy Plager		
Nebraska Volunteer Service Commission — DocuSigned by:		
By: Robert B. Eunen 38837E90FED5466	Date:	8/25/2022

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board

Termination Agreement Between Nebraska Interactive, LLC dba NIC Nebraska City of Syracuse, Nebraska, and the Nebraska State Records Board

This Termination Agreement ("Agreement") is made by Nebraska Interactive, LLC dba NIC Nebraska ("Contractor"), the Nebraska State Records Board ("NSRB"), and City of Syracuse, Nebraska ("Partner"), and sets forth the mutual agreement to terminate certain agreements, and the services covered by such agreements, which the Contractor provides to Partner.

RECITALS:

- A. The State of Nebraska ("State") contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State's online information portal ("Master Contract").
- B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreements:
 - Electronic Government Service Level Agreement, dated April 18, 2013 ("EGSLA") Addendum One, dated April 18, 2013 ("Addendum One")
- C. The Contractor, NSRB, and Partner mutually agree to terminate certain agreements, and the services covered by such agreements, as further specified in this Agreement.

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

- The following agreements, and services covered by such agreements, are hereby terminated, effective August 1, 2022 ("Effective Date"):
 EGSLA
 Addendum One
- 2. The parties agree that their respective rights and obligations are terminated for each party's mutual convenience on the Effective Date with respect to the agreements and services identified for termination by the parties under this Agreement. Any agreements between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.
- 3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.

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

Nebraska Interactive, LLC (Contractor)

Brent Hoffman

General Manager

8/3/2022

Date

City of Syracuse, Nebraska (Partner)

DocuSigned by:

Du Duttmur

202706ACSB7B4FA...

Deb Dettmer

Mayor

Date

Nebraska State Record Board (NSRB)

Robert B. Euren 8/15/2022

Secretary of State, Robert B. Evnen Date

Chairperson

-DocuSigned by:

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PROJECT STATUS REVIEW COUNTY Q2 2022

September 29, 2022

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Bellevue City	Permits and Inspections	05/26/2021	08/2022	Tier 2
1. Describe the project?	We are working on an online permitting project, where contractors can apply and pay for permits on line.			
2. What is the status of the project	Everything is in place and we are moving towards doing some online practice applications with a couple of contractors within the next couple of weeks.			
3. Was there any delay? If so why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Mike Christensen/ Theresa Martin Called: Emailed: 08/19/2022 Response: 08/29/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Cass County	Zoning Permits (CCP ONLY)	08/03/2021	07/2022	Tier 2
Describe the project?	Credit card payments online/in office.			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	It is up and going now.			
lindab@cassne.org Called: Emailed: 08/19/2022 Response: 08/25/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Cortland, Village	PayPort	05/18/2022	07/2022	Tier 2
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Villageofcortland@gmail.com Called: Emailed: 08/19/2022 Response:				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Crete, City of	NLCC Renewal Local Set Up	08/05/2022	08/2022	Tier 2
1. Describe the project?	Online Liquor License Payment			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes			
Jerry.wilcox@crete.ne.gov Called: Emailed: 08/19/2022 Response: 08/19/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Friend, City of	Payport	06/08/2022	07/2022	Tier 2
1. Describe the project?	Implementation of Card reader and online	payments for th	l ne City of Friend	l.
2. What is the status of the project	It is completed and currently using.			
3. Was there any delay? If so, why?	No delay. The NIC team have been wond had more options for payments of State it			d we
4. Will it be launched within the next 90 days?	The project has already been launched and is operational.			
cityoffriend@windstream.net Called: Emailed: 08/19/2022 Response: 08/19/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Friend, City of	Utility Payment (AE)	07/18/2022	08/2022	Tier 2
1. Describe the project?	Implementation of Card reader and Online	payments for the	ne City of Friend	1.
2. What is the status of the project	It is completed and currently using.			
3. Was there any delay? If so, why?	No delay. The NIC team have been wond had more options for payments of State ite		•	I we
4. Will it be launched within the next 90 days?	The project has already been launched an	d is operational	•	
Cityoffriend@windstream.net Called: Emailed: 08/19/2022 Response: 08/19/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Hoskins, Village of	NLCC Renewal Local Set Up	06/15/2022	08/2022	Tier 3
1. Describe the project?	Online local renewals.			
2. What is the status of the project	In process.			
3. Was there any delay? If so, why?	Delayed because of misunderstandings			
4. Will it be launched within the next 90 days?	Yes			
hoskins@ptcnet.net Called: Emailed: 08/19/2022 Response: 08/23/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Kimball County	Transit Services PayPort	06/15/2022	08/2022	Tier 2
1. Describe the project?	Kimball County Transit Service is switchin decrease the cost to the riders and increa pay for public transportation fares.	•	•	
2. What is the status of the project	The project is in the last stages of onboarding.			
3. Was there any delay? If so, why?	There was no delay other than standard g waiting on a board date for approval, etc.	overnmental pro	ocesses such as	5
4. Will it be launched within the next 90 days?	We anticipate the launch September 1 st .			
dispatcher@kimballtransit.com Called: Emailed: 08/19/2022 Response: 08/25/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Lincoln County Treasurer	PayPort	05/12/2022	07/2022	Tier 2
1. Describe the project?	The project for our county was to expand i over the counter payments for our Motor V			accept
2. What is the status of the project	Project is up and running smoothly in both	departments.		
3. Was there any delay? If so, why?	The only delay that we had was getting ap	pproved by the c	commissioners.	
4. Will it be launched within the next 90 days?	It has already launched in both departmen	ts and running s	smoothly.	
gurciulloan@lincolncountyne.gov Called: Emailed: 08/19/2022 Response: 09/06/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Wolbach Village	PayPort	05/18/2022	07/2022	Tier 2
1. Describe the project?	We set PayPort up to be able to take over utilities payments.	the counter pay	 vments for our m	nonthly
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No delay			
4. Will it be launched within the next 90 days?	It was launched July 29 th , 2022			
wolvillage@gpcom.net Called: Emailed: 08/19/2022 Response: 08/19/2022				

PROJECT STATUS REVIEW (STATE) Q2 2022 September 29, 2022

Agency or Entity	Project Name	Start Date	Est. Month	Priority Status
Accountability and Disclosure Commission	Website Redesign	01/03/2022	04/2022	Status Tier 2
1. Describe the project?	The project was to migrate the agency websit Platform.	e from the old pla	tform to the Mead	dow Lark
2. What is the status of the project	The new website was launched on July 12, 2022			
3. Was there any delay? If so, why?	There was a significant delay between the signing of the contract and the completion of the project for reasons unknown to this office. However, once we were contacted that work was beginning on the project, things moved quickly.			
4. Will it be launched within the next 90 days?	Project launched July 12 th .			
Frank Daley Called: Emailed: 08/19/2022 Response: 08/19/2022				

Agency or Entity	Project Name	Start Date	Est. Month Completion	<u>Priority</u> Status
Administrative Office of the Courts	JV Case Web Service update	05/16/2022	07/2022	Tier 2
1. Describe the project?	An enhancement to juvenile case eFiling eFilers to electronically transmit ALL juve of just some, as was implemented at the	nile case subtyp		
2. What is the status of the project	This project was deployed to production of	on 7/6/22.		
3. Was there any delay? If so, why?	No delay.			
4. Will it be launched within the next 90 days?	Already in production.			
Sherri Dennis/Chad Cornelius Called: Emailed: 08/19/2022 Response: 08/24/2022				

Agency or Entity	Project Name	Start Date	Est. Month Completion	<u>Priority</u> Status
Administrative Office of the Courts	Trial Court DCN update	07/08/2022	08/2022	Tier 3
1. Describe the project?	An update to inform County Attorneys to correctly input Document Control Numbers when adding Defendant information to Criminal/Traffic cases filed electronically.			
2. What is the status of the project	This project was deployed to production o	on 8/1/22.		
3. Was there any delay? If so, why?	No delay.			
4. Will it be launched within the next 90 days?	Already in production.			
Sherri Dennis/Chad Cornelius Called: Emailed: 08/19/2022 Response: 08/24/2022				

Agency or Entity	Project Name	Start Date	Est. Month Completion	Priority Status	
Administrative Office of the Courts	Trial eFiling eService	01/03/2022	08/2022	Tier 1	
1. Describe the project?	Due to Supreme Court Modernization Rules, we are upgrading the eService process within the Trial Court eFiling App. eService is used to provide parties on a case, copies of documents filed by others. We are upgrading the process to work more broadly and provide filers the ability to select who will receive eService and how.				
2. What is the status of the project	All development work is completed, update help Partner eFilers adjust to the changes		ade to documer	itation to	
3. Was there any delay? If so, why?	Launch of the project failed due to docum issues with Partner eFilers.	entation and co	mmunication		
4. Will it be launched within the next 90 days?	We are re-assessing with NIC the impact on Partner eFilers and what the best time frame for the changes would be.				
Sherri Dennis/Chad Cornelius Called: Emailed: 08/19/2022 Response: 08/24/2022					

Agency or Entity	Project Name	Start Date	Est. Month Completion	Priority Status
Administrative Office of the Courts	Trial eFiling Non-Case Filing	01/17/2022	08/2022	Tier 1
1. Describe the project?	Due to Supreme Court Modernization Rul submitted electronically with the court. The prior to a case being filed. To support the process for attorneys to make limited, spettypes.	nis includes filin ese filings we ha	gs submitted to ave developed a	the court new
2. What is the status of the project	First half of the project is deployed and we	orking in Produc	ction.	
3. Was there any delay? If so, why?	Yes, Production rollout issues delayed rol	lout.		
4. Will it be launched within the next 90 days?	Second half of the project has not yet bee	en scheduled.		
Sherri Dennis/Chad Cornelius Called: Emailed: 08/19/2022 Response: 08/24/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Electrical Division	Electrical Exam Disbursement Changes	06/01/2022	07/2022	Tier 2
1. Describe the project?	Change the payment flow process so all r NIC first, then they take their transaction the the remaining revenue			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?				
Craig Thelen Called: Emailed: 08/19/2022 Response: 08/23/2022				

Project Name	Start Date	Est Month Completion	Priority Status
Apprentice Electrician Licenses Disbursement Changes	06/01/2022	07/2022	Tier 2
			d
Completed			
Completed.			
No.			
	Change the payment flow process so all r goes to NIC first, then they take their transus a check for the remaining revenue. Completed.	Change the payment flow process so all revenue from Tr goes to NIC first, then they take their transaction fees out us a check for the remaining revenue. Completed.	Change the payment flow process so all revenue from Treasurers office goes to NIC first, then they take their transaction fees out of this and sen us a check for the remaining revenue. Completed.

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Electrical Division	Electrical Licenses Renewal Disbursement Changes	06/01/2022	07/2022	Tier 2
Describe the project:	Change the payment flow process so all reversities, then they take their transaction fees out remaining revenue.			
2. What is the status of the project?	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?				
Craig Thelen Called: Emailed: 08/19/2022 Response: 08/23/2022				

Agency or Entity	Project Name	Start Date	Est. Month Completion	Priority Status
Electrical Division	Electrical List Disbursement Changes	06/01/2022	07/2022	Tier 2
		· -	CC: 1	NIO
1. Describe the project?	Change the payment flow process so all reversifiest, then they take their transaction fees out or remaining revenue.	nue from Treasur of this and send (Ters office goes to us a check for the	O NIC
	Completed			
2. What is the status of the project				
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?				
Craig Thelen Called: Emailed: 08/19/2022 Response: 08/23/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status	
Insurance, Department of	Payment Portal (AE)	01/03/2022	08/2022	Tier 2	
1. Describe the project?	We are working to get company renewals miscellaneous payments on an online por				
What is the status of the project	The project was divided into 3 phases. Phapplications will be active by September 1 should be active by October 1.				
3. Was there any delay? If so, why?	There have been some delays in development and testing due to work loads in both NIC and our area.				
4. Will it be launched within the next 90 days?	Yes, all phases should be active by Octob	oer 1.			
Kristy Hadden Called: Emailed: 08/19/2022 Response: 08/25/2022					

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status	
Motor Vehicle, Department of	DLS Data Forms	03/18/2022	07/2022	Tier 2	
1. Describe the project?	NIC created an E-Form that applicants ca appointment for driver licensing services a Lincoln				
2. What is the status of the project	Completed				
3. Was there any delay? If so, why?	Yes, many delays due to other higher priority projects required to be done by DMV. Delay was not caused in any part by NIC.				
4. Will it be launched within the next 90 days?	It was launched in June and July 2022 a	nd is very suc	cessful.		
Sara O'Rourke Called: Emailed: 08/19/2022 Response: 08/19/2022					

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Motor Vehicles, Department of	24/7 Permit (SPP)	04/15/2022	07/2022	Tier 2
1. Describe the project?	Legislatively required changes to add a r – Sobriety Program permit (SPP).	new permit eff	ective 07/01/2022	2
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Launched 07/01/2022.			
Lisa Wolf Called: Emailed: 08/19/2022 Response: 08/19/2022				

Agency or Entity	Project Name	Start Date	Est Month Completion	Priority Status
Volunteer Service Commission (ServeNebraska)	Event Registration	07/28/2022	08/2022	Tier 3
1. Describe the project?	We haven't yet started this project with Ne let you know the answers to those question			
2. What is the status of the project				
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Rani Taborek-Potter Called: Emailed: 08/19/2022 Response: 08/25/2022				

Priority	Project Status	Service Name	Partner Name	Estimated Full	Estimated Month Completed	Original Est. Month	Actual Project Begin Date	Actual Project Launch Date	Complexity
Filolity	Floject Status	Sei vice ivallie	Faither Name	Development Start	Estimated World Completed	Completed	Actual Project Degili Date	Actual Project Laurich Date	Complexity
			Launche	ed					
1	Launched	AGO Complaint Management System	Attorney General's Office	12/21	22-Jan		12/14/21	01/25/22	Low
2	Launched	Oracle Database	NIC Nebraska Internal	03/21	22-Feb		03/01/21	02/03/22	Medium
			Active	!					
3	Internal Q.A.	SOS Voter Registration System	Secretary of State	01/02	22-Sep*	Jun-22	01/14/22		Medium
4	Partner Testing	DMV Commercial Driver License (CDL) Testing System	Department of Motor Vehicles	03/21	22-Sep*	Jun-22	03/01/21		High
5	In Development	AOC Appellate Courts eFiling System	Administrative Office of the Courts	04/22	22-Sep*	Jun-22	04/11/22		Medium
6	Internal Q.A.	NI Subscription Signup System	NIC Nebraska Internal	06/22	22-Sep		06/13/22		Low
7	In Development	NBC Brand Inspection & Database System	Nebraska Brand Committee	22-Jul	22-Dec		07/19/22		High
8		NSP Criminal History Request System	Nebraska State Patrol	09/22*	22-Dec*	Sep-22			Low
9		SOS Corporate Document eDelivery System	Secretary of State	09/22*	22-Dec*	Sep-22			Medium
10		DMV OTC Payment Engine System	Department of Motor Vehicles	09/22*	22-Dec*	Sep-22			Medium
11		AOC Trial Court eFiling System	Administrative Office of the Courts	09/22*	22-Dec				High
12		AOC ePayments System	Administrative Office of the Courts	10/22*	23-Mar*	Dec-22			Medium
13		NDR Tax Payment Plan System	Nebraska Department of Revenue	10/22*	23-Mar*	Dec-22			High
14		NSP Appointment Calendar System	Nebraska State Patrol	10/22*	22-Dec				Medium
15		NSP CHP - Concealed Handgun Renewal & Replacement Permit System	Nebraska State Patrol	11/22*	22-Dec				Low
16		NDA Measuring Device Registration System	Nebraska Department of Agriculture	11/22*	22-Dec				Low
17		NDA Feed, Fertilizer and Liming Tonnage Report System	Nebraska Department of Agriculture	11/22*	23-Mar*	Dec-22			Medium
18		WCC eFiling	Workers Compensation Court	1/23*	23-Mar*	Dec-22			Medium
19		NDA Nursery License Fees System	Nebraska Department of Agriculture	2/23*	23-Mar				Medium
20		DMV Certified Driver Record (CDR) System	Department of Motor Vehicles	2/23*	23-Mar				Low
21		SFM Fireworks Licensing, Permit & Search Suite	State Fire Marshal	3/23*	23-Jun*	Mar-23			Medium
22		AOC Appellate Courts ePublications System	Administrative Office of the Courts	2/23*	23-Jun*	Dec-22			Medium
23		DMV Handicap Permits	Department of Motor Vehicles	4/23*	23-Sep*	Jun-23			Medium
24		DMV SR 22/26 Single Submit System	Department of Motor Vehicles	4/23*	23-Sep*	Jun-23			Medium
25		DMV Student Driver Safety Waiver System	Department of Motor Vehicles	4/23*	23-Sep				Medium
26		PSC Auto Dialer Scripts System	Public Service Commission	5/23*	23-Sep*	Jun-23			Low
27		PSC Remittance System	Public Service Commission	5/23*	23-Sep				Medium
28		MVILB Dealer System	Motor Vehicle Industry Licensing Board	6/23	23-Sep				Medium
29		NDA Farmers' Market Nutritional System	Nebraska Department of Agriculture	6/23*	23-Sep				Medium
30		NSP Misdemeanor Crime of Domestic Violence (MCDV) System	Nebraska State Patrol	TBD	TBD				Medium
31		DHHS Professional License Monitoring System	Department of Health & Human Services	TBD	TBD				Low
01	<u>l</u>		Migration to AppEngine or				<u> </u>		1
32		NDCS Federal Surplus Property System	Nebraska Department of Correctional Services	- ppsocion netrite		l	1		High
33	In Development	AOC Courts Juror Form System	Administrative Office of the Courts	7/22	Q3 2022				Low
34	Sovolopilloni	E&A Architect and Engineer Comity (Reciprocity) System	Engineers and Architects	1,722	40 2022				High
35		SED Electrician License System	State Electrical Division	 	<u> </u>				High
36	In Development	NDA Annual/Semi Annual Reporting of Commodity System	Nebraska Department of Agriculture	07/22	Q3 2022				High
37		NDA Quarterly Reporting of Commodity System	Nebraska Department of Agriculture	07/22	Q3 2022				High
38		NDA Auction Market Fee System	Nebraska Department of Agriculture	07/22	Q3 2022				High
39	Development	NDA Monthly Reporting of Commodity System	Nebraska Department of Agriculture	01722	QU LULL				1.1911
33		The state of the s	Applications Not Plant	ned For Ungrade					
40		NLCC Beer Wholesaler Reporting System	Nebraska Liquor Control Commission	ica . or opgrade	1	1		<u> </u>	Medium
41		DOI Medical Malpractice System	Department of Insurance	 			1		High
42		NLCC Beer, Wine & Spirit Manufacturing Reporting System	Nebraska Liquor Control Commission	 			1		High
	rised: 8/23/2022	14200 Boot, White & Ophili Manufacturing Neporting System	1400/4384 Elquoi Control ContrillissiOff	+	+				- ingii
Date rast key	13Eu. 0/23/2022			1	1		1		

Priority	Project Status	Website	Partner Name	Estimated Start MM/YY	Estimated Month Completed	Original Est. Month Completed	Actual Project Begin Date	Actual Project Launch Date Complex
			In Development					*
1	In Development	Nebraska Interactive Meadowlark Website	Nebraska Interactive	05/22	22-Aug*	Jun-22	05/02/22	Low
2	In Development	Nebraska Interactive Website	Nebraska Interactive	05/22	22-Aug*	Jun-22	05/18/22	Low
3	In Development	Arthur County	Arthur County	05/22	22-Aug*	Jun-22	05/18/22	Low
4	In Development	Antelope County	Antelope County	05/22	22-Aug*	Jun-22	05/18/22	Low
5	In Development	Natural Resources Commission	Natural Resources Commission	06/22	22-Aug*	Jun-22	06/06/22	Low
6	In Development	Loup County	Loup County	06/22	22-Aug*	Jun-22	06/07/22	Low
7	In Development	Sherman County	Sherman County	06/22	22-Aug*	Jun-22	06/10/22	Low
8	In Development	Blaine County	Blaine County	06/22	22-Aug*	Jun-22	06/06/22	Low
	In Development	Stanton County	Stanton County	06/22	22-Aug*	Jun-22	06/10/22	Low
	In Development	Chase County	Chase County	06/22	22-Aug*	Jun-22	06/10/22	Low
	In Development	Jefferson County	Jefferson County	06/22	22-Sep		06/30/22	Low
12	In Development	Holt County	Holt County	07/22	22-Sep		06/30/22	Low
13	In Development	Bazile Groundwater Management Area	Bazile Groundwater Management Area	07/22	22-Sep		07/18/22	Low
14	In Development	<u>Dodge County</u>	Dodge County	07/22	22-Sep		07/18/22	Low
	In Development	Polk County	Polk County	07/22	22-Sep		07/18/22	Low
16	In Development	Abstracters Board of Examiners	Abstracters Board of Examiners	07/22	22-Sep		07/18/22	Low
17	In Development	Nebraska Board of Pardons	Nebraska Board of Pardons	08/22	22-Sep		07/18/22	Low
18	In Development	Nebraska State Board of Landscape Architects	Nebraska State Board of Landscape Architects	08/22	22-Sep		07/25/22	Low
19	In Development	Nebraska Board of Geology	Nebraska Board of Geology	08/22	22-Sep		07/25/22	Low
	In Development	Engineers and Architects	Engineers and Architects	08/22	22-Sep		07/25/22	Low
21	In Development	Professional Practices Commission	Professional Practices Commission	08/22	22-Sep		08/04/22	Low
			Pending					
22		Nebraska State Records Board	Nebraska State Records Board	09/22	22-Sep			Low
23		City of Lyons	City of Lyons	09/22	22-Sep			Low
24		Coordinating Commission for Postsecondary Education	Coordinating Commission for Postsecondary Education	09/22	22-Sep			Low
25		Nebraska Commission of Industrial Relations	Nebraska Commission of Industrial Relations	09/22	22-Dec			Low
26		<u>Lieutenant Governor</u>	Lieutenant Governor	10/22	22-Dec			Low
27		Nebraska Dry Bean Commission	Nebraska Dry Bean Commission	10/22	22-Dec			Medium
28		Nebraska Investment Council	Nebraska Investment Council	10/22	22-Dec			Medium
29		Village of Walthill	Village of Walthill	10/22	22-Dec			Medium
30		Nebraska Center for Nursing	Nebraska Center for Nursing	11/22	22-Dec			Medium
31		Nebraska Commission for the Deaf and Hard of Hearing	Nebraska Commission for the Deaf and Hard of Hearing	11/22	22-Dec			Medium
32		Nebraska Commission for the Blind and Visually Impaired	Nebraska Commission for the Blind and Visually Impaired	11/22	22-Dec			Medium
33		Lewis & Clark Natural Resource District	Lewis & Clark Natural Resource District	12/22	22-Dec			Medium
34		State of Nebraska Board of Parole	State of Nebraska Board of Parole	12/22	22-Dec			Medium
35		Nebraska Board of Public Accountancy	Nebraska Board of Public Accountancy	12/22	23-Mar			Medium
36		Nebraska Power Review Board	Nebraska Power Review Board	01/23	23-Mar			Medium
37		Nebraska Athletic Commission	Nebraska Athletic Commission	01/23	23-Mar			Medium
38		Nebraska Brain Injury Advisory Council	Nebraska Brain Injury Advisory Council	01/23	23-Mar			Medium
39		Nebraska State Electrical Division	Nebraska State Electrical Division	02/23	23-Mar			Medium
40		Nebraska State Fire Marshal	Nebraska State Fire Marshal	02/23	23-Mar			Medium
41		Nebraska Brand Committee	Nebraska Brand Committee	02/23	23-Mar	İ		Medium
42		Liquor Control Commission	Liquor Control Commission	03/23	23-Mar			Medium
43		Crime Commission	Crime Commission	03/23	23-Jun			Medium
44		Nebraska Accountability and Disclosure Commission	Nebraska Accountability and Disclosure Commission	03/23	23-Jun			Medium
45		Nebraska Department of Revenue	Nebraska Department of Revenue	04/23	23-Jun			High
46		Nebraska Department of Insurance	Nebraska Department of Insurance	04/23	23-Jun			High
47		Assistive Technology Partnership	Assistive Technology Partnership	05/23	23-Jun	İ		High
48		Nebraska Department of Banking and Finance	Nebraska Department of Banking and Finance	05/23	23-Jun			High
49		Nebraska Public Service Commission	Nebraska Public Service Commission	06/23	23-Jun			High
50		Tax Equalization and Review Commission	Tax Equalization and Review Commission	06/23	23-Jun			High
51		Governor Pete Ricketts	Governor Pete Ricketts	07/23	23-Sep			High
52		Nebraska One Stop Portal	Governor Pete Ricketts	07/23	23-Sep			High
53		Nebraska Attorney General's Office	Nebraska Attorney General's Office	08/23	23-Sep			High
54		Protect the Good Life	Nebraska Attorney General's Office	08/23	23-Sep			High
55		Nebraska Dose of Reality	Nebraska Attorney General's Office	08/23	23-Sep			High
56		Nebraska Emergency Management Agency	Nebraska Emergency Management Agency	09/23	23-Dec			Very Hig
57		History Nebraska	History Nebraska	10/23	23-Dec			Very Hig
58		Nebraska Department of Natural Resources	Nebraska Department of Natural Resources	11/23	23-Dec 23-Dec			Very Hig
58		Department of Motor Vehicles	Department of Motor Vehicles	12/23	24-Mar			Very Hig
60		Department of Motor Verlicles Department of Veterans' Affairs	Department of Motor Verlicies Department of Veterans' Affairs	01/24	24-Mar	1		Very Hig
		Department of Veterans' Affairs World War I Commemoration	Department of Veterans' Affairs	01/24	24-Mar			Medium
61			Nebraska Secretary of State	01/24	24-Mar 24-Jun			
62	0 - 1 - 1 0 /22 /2622	Nebraska Secretary of State	inebraska secretary or state	02/24	∠4-JU∏			Very Hig
Date Last I	Revised: 8/23/2022			1	l .	l .		

TITLE 431 - STATE RECORDS BOARD

Chapter 1 - STATE RECORDS BOARD-ORGANIZATION-MEETINGS

- 001 Members. The State Records Board shall consist of the State Records Administrator, the Governor, the Attorney General, the Auditor of Public Accounts, the Chairman of the Judicial Council, the Clerk of the Legislature, the Director of Administrative Services, the Director of the Nebraska State Historical Society, the State Archivist, and the Director of the Records Management program, or their personally designated representatives.
- 002 Officers. The State Records Administrator shall be the Chairman of the Board. The Director of the Records Management program shall be the Secretary to the Board.
- 003 Meeting Schedule. The Board shall convene upon call by the State Records Administrator. Such meetings shall be called as frequently as necessary to perform the duties of the Board and not less than once every three months.
- 004 Quorum and Board Action. A majority of the members shall constitute a quorum and no meeting shall be held with less than a quorum present. No action shall be taken by less than a majority of members present and voting.
- 005 Definitions. The definitions found in the Rules and Regulations of the State Records Administrator shall define the terms in these rules.
- 001. MEETINGS. The State Records Board will convene upon call by the Administrator. Meetings will be called at least quarterly unless there is no business for consideration by the State Records Board.

Neb. Rev. Stat. §§84-1204 and 84-1216

TITLE 431 - STATE RECORDS BOARD

Chapter 2 - PRACTICE AND PROCEDURE OF THE STATE RECORDS BOARD

001 Petitions

001.01 All petitions directed to the Board shall be sent to and received by the Administrator as Chairman of the Board.

001.02 All petitions directed to the Board and received by the Administrator shall be referred to the Board at its next regular or special meeting, which shall be called within thirty days after receipt of the petition by the Administrator.

001.03 All petitions directed to the Board shall state the venue, the specific subject matter, and the names of the petitioner and respondent; shall clearly and concisely set forth all material facts in the matter, plus a statement of the type of relief or type of determination which is sought by the petitioner; and shall be signed by the petitioner.

002 Contested Cases

002.01 The State Archivist may petition the Board for the right to transfer to the State Archives material of historical significance which is in jeopardy of destruction or deterioration. The State Archivist shall be the petitioner and the custodian the historical material shall be the respondent.

003 Hearing

003.01 Except in contested cases, if the Board determines that a hearing is not necessary to answer a petition, that petition may be dismissed or answered without a formal hearing.

003.02 If the Board determines that a hearing is necessary, notice of such hearing shall be made by serving upon the respondent a copy of the petition and the date and place of hearing, and upon the petitioner the date and place of the hearing.

003.03 Evidence which is admissible in civil actions under the Revised Statutes of Nebraska is admissible before the Board. The Board is not bound to follow the technical rules of evidence, unless request is made pursuant to Section 84-914, R.R.S. 1943, but the record shall be supported by evidence which possesses probative value commonly accepted by reasonable men in the conduct of their affairs.

003.04 Opening statements and oral arguments may be permitted by the Board in its discretion.

004 Declaratory Ruling

004.01 A petition for a declaratory ruling may be filed by any interested person with respect to the applicability to any person, property, or state of facts of any rule or statute enforceable by the Board.

004.02 The interested person shall be the petitioner and the Board shall be the respondent.

004.03 Within thirty days after considering the petition, the Board shall issue any ruling deemed necessary and proper, or shall state that it will not issue a ruling.

005 Promulgation, Amendment or Repeal of Rules

005.01 A petition for the promulgation, amendment or repeal of any rule subject to the authority or jurisdiction of the Board may be filed by an interested person

005.02 The interested person shall be the petitioner and the Board shall be the respondent.

005.03 Within thirty days after considering the petition, the Board shall take any action deemed necessary and proper.

001. NEGOTIATED RULEMAKING. This section establishes the rules and regulations to petition for negotiated rulemaking on controversial issues under the jurisdiction of the State Records Board.

001.01 The State Records Board hereby adopts the model rules of procedures for negotiated rulemaking promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53 *Nebraska Administrative Code*, Chapter 1, "Model Procedures for Negotiated Rulemaking," including any amendments thereto.

002. PETITION FOR RULEMAKING. This section establishes the rules and regulations for a person or entity to petition for rulemaking to promulgate, amend, or repeal a rule or regulation regarding matters under the jurisdiction of the State Records Board.

002.01 The State Records Board hereby adopts the model rules of procedures for petitioning for rulemaking promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 2, "Petitioning for Rulemaking," including any amendments thereto.

<u>003. AGENCY DECLARATORY ORDERS.</u> This section establishes the rules and regulations for a person seeking the issuance of a declaratory order regarding matters under the jurisdiction of the State Records Board.

003.01 The State Records Board hereby adopts the model rules of procedures for declaratory orders promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 3, "Model Regulations and Procedures Governing Agency Declaratory Orders," including any amendments thereto.

004. HEARINGS IN CONTESTED CASES BEFORE THE AGENCY. This section establishes the rules and regulations for hearings to determine the legal rights, duties, or privileges of specific parties when required by law or constitutional right on matters under the jurisdiction of the State Records Board.

004.01 The State Records Board hereby adopts the model rules of procedures for contested case hearings promulgated by the Attorney General pursuant to Neb. Rev. Stat. §84-909.01, Title 53, *Nebraska Administrative Code*, Chapter 4, "Rules of Practice and Procedure for Hearings in Contested Cases Before an Agency," including any amendments thereto.

Neb. Rev. Stat. §§ 84-1216 and 84-909.01

ject In Prog	ress (Revised 8/8/2022)					
Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
1	Administrative Office of the Courts	AOC JV Case Web Service update	05/16/22	Jul-22	Tier 2	7/6/2022
2	Administrative Office of the Courts	AOC Trial Court DCN update	07/08/22	Aug-22	Tier 3	8/1/2022
3	Administrative Office of the Courts	AOC Trial eFiling eService	01/03/22	Aug-22*	Tier 1	
4	Administrative Office of the Courts	AOC Trial eFiling Non-Case Filing	01/17/22	Aug-22*	Tier 1 8/1/2022	
5	Bellevue City	Bellevue City Permits and Inspections	05/26/21	Aug-22*	Tier 2	
6	Cass County 20	Cass County Zoning Permits (CCP ONLY)	08/03/21	Jul-22*	Tier 2	7/12/2022
7	Cortland Village	Cortland Village PayPort	05/18/22	Jul-22	Tier 2	7/6/2022
8	Crete City	Crete City NLCC Renewal Local Set Up	08/05/22	Aug-22	Tier 3	
9	Department of Insurance	DOI Payment Portal (AE)	01/03/22 Aug-22*		Tier 2	
10	Department of Motor Vehicles	DMV DLS Data Forms	03/18/17	Jul-22*	Tier 2	7/20/2022
11	Department of Motor Vehicles	DMV 24/7 Permit (SPP)	04/15/22			7/1/2022
12	Friend City	Friend City PayPort	06/08/22	Jul-22	Tier 2	7/13/2022
13	Friend City	Friend City Utility Payment (AE)	07/18/22	Aug-22	Tier 2	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
14	Hoskins Village	Hoskins Village NLCC Renewal Local Set Ur	06/15/22	Aug-22	Tier 3	
15	Kimball County 71	Kimball County Transit Services PayPort	06/15/22	Aug-22	Tier 2	
16	Lincoln County Treasurer 15	Lincoln County Treasurer PayPort	05/12/22	Jul-22	Tier 2	7/14/2022
17	Nebraska Accountability and Disclosure Commission	NADC Website Redesign	01/03/22	Apr-22	Tier 2	7/12/2022
18	Nebraska Volunteer Service Commission (ServeNebraska	Nebraska Volunteer Service Commission (ServeNebraska) Event Registration	07/28/22	Aug-22	Tier 3	7,12,2022
19	State Electrical Division	SED Electrical Exam Disbursement Changes	06/01/22	Jul-22	Tier 2	7/1/2022
20	State Electrical Division	SED Apprentice Electrician Licenses Disbursement Change:	06/01/22	Jul-22	Tier 2	7/1/2022
21	State Electrical Division	SED Electrical Licenses Renewal Disbursement Change:	06/01/22	Jul-22	Tier 2	7/1/2022
22	State Electrical Division	SED Electrical List Disbursement Changes	06/01/22	Jul-22	Tier 2	7/1/2022
23	Wolbach Village	Wolbach Village PayPort	05/18/22	Jul-22	Tier 2	7/29/2022
	eted in Quarter 2 2022	Wolbach village Fayrort	03/18/22	Jul 22	TIEL 2	1/23/2022
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
24	Administrative Office of the Courts	AOC Trial Court eBOE	10/27/21	Mar-22	Tier 1	4/20/2022
25	Administrative Office of the Courts	AOC Trial eFiling Single Party	02/01/22	Apr-22	Tier 1	5/4/2022
26	Big Springs Village	Big Springs Village PayPort	03/29/22	May-22	Tier 2	05/09/22
27	Crawford City	Crawford City PayPort	03/03/22	Apr-22	Tier 2	4/19/2022
28	Department of Health & Human Services	Elder Justice Training Registration	04/06/22	Jun-22	Tier 3	6/30/2022
29	Grant City	Grant City PayPort	03/29/22	May-22	Tier 2	5/3/2022
30				Apr-22	Tier 2	
31	Kimball City	Kimball City PayPort	06/14/21 05/23/22	Jun-22	Tier 3	4/27/2022
32	McGrew Vilage	McGrew Village PayPort		Jul-22 Jul-22		6/23/2022
33	Nebraska Department of Agriculture	NDA FFAL Tonnage Fee and Code Change	03/02/22	Apr-22	Tier 2	06/29/22
33	Nebraska Department of Agriculture	NDA Quarterly Reporting Wheat Fee Increase	03/10/22	Jun-22	Tier 3	4/1/2022
35	Nebraska State Patrol	NSP Appointment Calendar Remove Fees for Daycare	04/07/22	Jun-22 Jun-22	Tier 2	5/16/2022
	Nebraska State Patrol	NSP Apt Calendar Reason Fingerprinted FBI Mandate Updates	02/17/22		Tier 2	6/28/2022
36	State Electrical Division	SED Contractor Homeowner/Contractor Permit Disbursement Change:	02/17/22	Apr-22	Tier 3	04/01/22
37	Waverly City	Waverly NFL Flag Football League	06/01/22	Jun-22	Tier 2	6/15/2022
	ed or Paused by Partner	Port of No.	Ch. LD. L	Est Month Consulati	Nov. Bulanta Chat	F 15 1 / / /
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actua
38	Department of Insurance	DOI Medical Malpractice Renewals	02/15/18		Tier 2	-
	I .	1		1		-

General Manager's Report

April 1st - June 30th Quarter 2 2022

Executive Summary

The second quarter of 2022 was full of accomplishments and ongoing challenges. All three development teams continued progress on technical infrastructure upgrades after completing projects previously committed to our partners. We reached new milestones and expanded our knowledge of upgrading our Grails framework. The process is cumbersome and slower than we expected; however, we are encouraged by the progress of our teams. We continue to meet with the technical infrastructure subcommittee to update our progress. In our last meeting, we reported that timelines for several upgrades were pushed back. As we work through upgrades, we expect to move faster and become more confident in our timelines. In addition, we continue ongoing conversations with the Nebraska State Records Board (NSRB) and subcommittee regarding the opportunity to work with a framework subcontractor to expedite the completion of the upgrades. We remained focused on effectively completing upgrades, and getting back to normal operations.

Nebraska Emergency Management Agency's (NEMA) website and the Attorney General's "Life or Meth" websites have been recognized by the Interactive Media Awards (IMA), achieving the highest standards of design and development, marking this award as the fourth for NEMA.

Our teams completed several development projects in Q2. Most notably, our grant-funded team completed the Administrator of the Courts (AOC) modernization project. The team has now moved on to new development projects under the auspice of the National Criminal History Improvement Program (NCHIP) grant. Our team worked collaboratively throughout Q2 to build, train, and launch the Department of Motor Vehicles (DMV) data form project. This project creates efficiencies for the agency and citizens needing to conduct business with the DMV. NIC Nebraska provided on-site support for the launch in the DMV's metro service centers.

We continue to monitor our customer satisfaction ratings on several public-facing applications. In Q2, our overall satisfaction rating increased to 4.54 stars, compared to 4.52 in Q1 2022. In Q2, we also saw a 28% increase in the number of submissions collected - valuable data that confirms our services are providing a true benefit to the citizens of Nebraska.

Unfortunately, we also continued to see tenured employees leave our team. In Q2, we saw three employees with over ten years of experience leave NIC Nebraska for different opportunities. We have included a personnel section to give the board a better picture of our staffing landscape. In a recent survey published by the Muze (of more than 2,500 millennial and Gen Z job seekers), researchers found that seven out of ten workers (about 72%) admitted they were surprised to learn their new roles or companies were different from what they were initially led to believe during the interview process. This survey may indicate that employees who are considering a job move, will begin understand that other opportunities may not be more beneficial than their current situation.

Brent Hoffman

General Manager

NIC Nebraska

NIC Nebraska Honored in International Awards





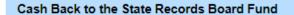
NIC Nebraska was given the Outstanding Achievement Award by the Interactive Media Awards (IMA) for design and development completed on the NEMA website and the Nebraska Attorney General's Office's "Life or Meth" website. The IMA recognizes the highest standards of excellence in website design and development and honor individuals and organizations for their outstanding achievements. The Interactive Media Council (IMC) serves as the primary sponsor and governing body of the Interactive Media Award, establishes the judging system, and provides the judges for the competition.

NIC Nebraska was recognized by the Academy of Interactive and Visual Arts (AIVA) for the NEMA website as an award winner for the 28th Annual Communicator Awards. The Communicator Awards is the leading international awards program recognizing excellence in communication across various industries, championing effective and meaningful work.

Financials

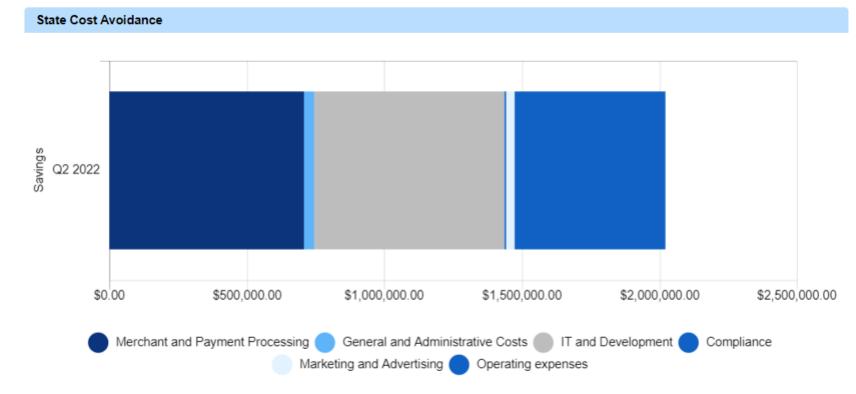
2022 GM Financials Report											
Primary	Q2 2022	PY Q2	Q2 % Variance	YTD 2022	PYTD 2021	YTD Variance (%)					
NI Revenue	\$2,974,318.00	\$2,736,539.00	9%	\$6,017,742.00	\$5,578,292.00	8%					
20% NSRB Margin Share	\$410,820.00	\$393,440.00	4%	\$851,709.00	\$816,480.00	4%					
Gross Margin	\$2,563,497.00	\$2,343,099.00	9%	\$5,166,033.00	\$4,761,812.00	8%					
Merchant and Payment Processing	\$706,757.00	\$649,868.00	9%	\$1,462,967.00	\$1,256,950.00	16%					
General and Administrative Costs	\$36,695.00	\$31,166.00	18%	\$69,257.00	\$62,668.00	11%					
IT and Development	\$693,180.00	\$633,172.00	9%	\$1,336,712.00	\$1,264,118.00	6%					
Compliance	\$4,326.00	\$9,191.00	-53%	\$8,552.00	\$17,787.00	-52%					
Marketing and Advertising	\$33,173.00	\$33,029.00	0%	\$66,324.00	\$63,339.00	5%					
Operating expenses	\$547,763.00	\$563,643.00	-3%	\$1,085,303.00	\$1,148,973.00	-6%					
Total Expenses	\$2,021,893.00	\$1,920,069.00	5%	\$4,029,116.00	\$3,813,834.00	6%					
Operating Income	\$541,604.00	\$423,030.00	28%	\$1,136,917.00	\$947,978.00	20%					
Total Income Tax Expense (Benefit)	\$146,602.00	\$114,607.00	28%	\$308,348.00	\$256,949.00	20%					
Net After-Tax Income (Loss)	\$395,002.00	\$308,423.00	28%	\$828,569.00	\$691,029.00	20%					

Financials



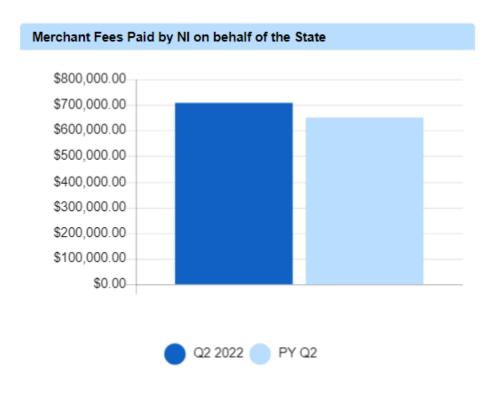


The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q2 2022, NSRB's revenue share increased 4.41% compared to Q2 2021



The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$2,021,894 in Q2 of 2022. These various costs increased 5.3% in Q2 of 2022 compared to the same period in 2021. IT & development expenses increased 9%, driven mainly by a 9% increase in employee compensation.

Financials



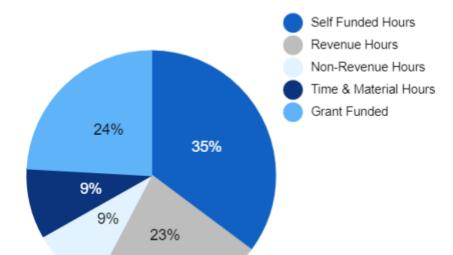


NIC Nebraska pays the merchant and banking cost for all transaction fees approved by the board. These costs affect the operating income of the portal. Merchant fees increased 9% in Q2 2022 compared to Q2 2021.

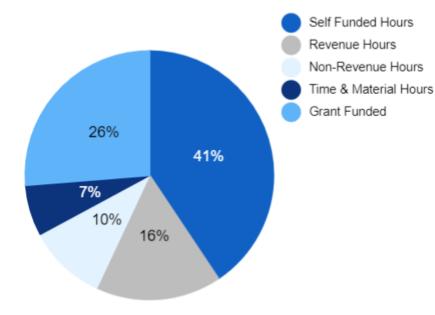
NIC Nebraska's net profit increased by 28% in Q2 2022 compared to Q2 2021. Through the second quarter of 2022, NIC's net profit rose 20% year-over-year. The quarterly increase in profit is driven by a 8.6% increase in total revenues in Q2 and a 6% decrease in corporate allocations.

Time and Hours Review

Q2 Time Spent by Project Funding



Full-Year 2022 Time Spent by Project Funding



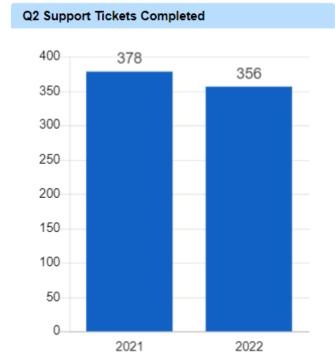
Self-funded and **non-revenue** hours are subsidized through transactions approved by the NSRB. **Time and materials** are paid for and included in an SOW agreement with the partner by hourly development rates (such as websites). **Revenue** hours are billed for services such as content management requests.

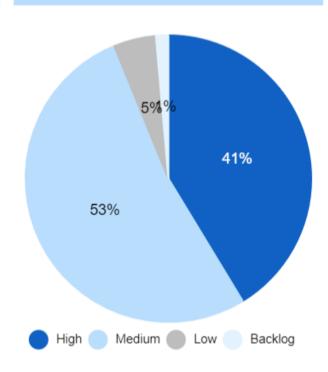
Grant-funded hours are non-tax appropriated funds acquired through the NCHIP grant in conjunction with the Nebraska State Patrol.

Hours allocated for technical infrastructure upgrades are not included in this section. In Q2 of 2022, 68% of hours worked came at no cost to state agencies or local partners.

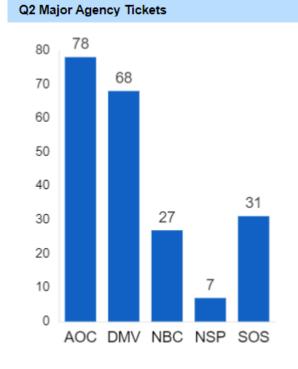
*Some T&M hours will not be billed to the state if worked over and beyond the SOW agreement.

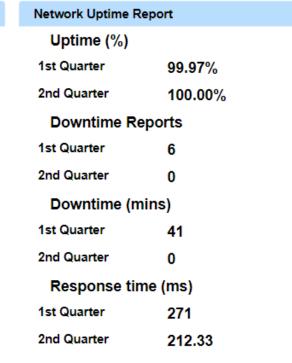
Technical





Q2 Tickets by Priority





Technical

Technical Infrastructure Project

NIC Nebraska continues to make progress toward our Technical Infrastructure Project. NIC NE and the NSRB Technical Infrastructure Subcommittee held a second meeting in May. NIC NE finalized a progress report per the subcommittee's instructions. Additionally, NIC NE created a templated communication to agency executive leaders and technical heads. NIC NE also provided the subcommittee with information regarding prioritization criteria.

Beginning in June, NIC NE had all three development teams allocated to Grails upgrades in some capacity. This ability to share knowledge has increased our communal understanding of approaching these upgrades. As expected, NIC NE revised the original completion estimates provided to the subcommittee. Although our teams continue to grow in their understanding of upgrades, they have proven to be more time-consuming than initially expected. As we continue to make progress on upgrades, we anticipate our confidence in timeline estimates to increase.

NIC NE continues to work with Object Computing Inc. (OCI) on a consultative basis. This assistance has been invaluable as we progress through upgrades, allowing us to reduce time spent on research and troubleshooting. In the June NSRB meeting, NIC NE provided information regarding the opportunity for OCI to complete some upgrades as a subcontractor. NIC NE identified the potential for the NSRB to support the subcontractor work using funds from the Records Management Cash Fund. The board indicated they would like a more detailed timeline and cost estimate before proceeding. NIC NE is preparing a more detailed proposal including costs and timeline, for submission to the Portal Operations Subcommittee. With that said, NIC NE firmly believes this opportunity creates significant value for our partners and the portal overall. Most importantly, expediting the timeline to complete the Grails upgrades allows our teams to resume normal development and enhance online government services for Nebraskans.

NIC Nebraskan also continues work on migrating websites to the latest version of the Drupal web platform. NIC NE has begun initial work on several websites, and anticipates the migration of the first websites in Q3.

Security

Security Summary

Post-Quantum Cryptography (PQC)

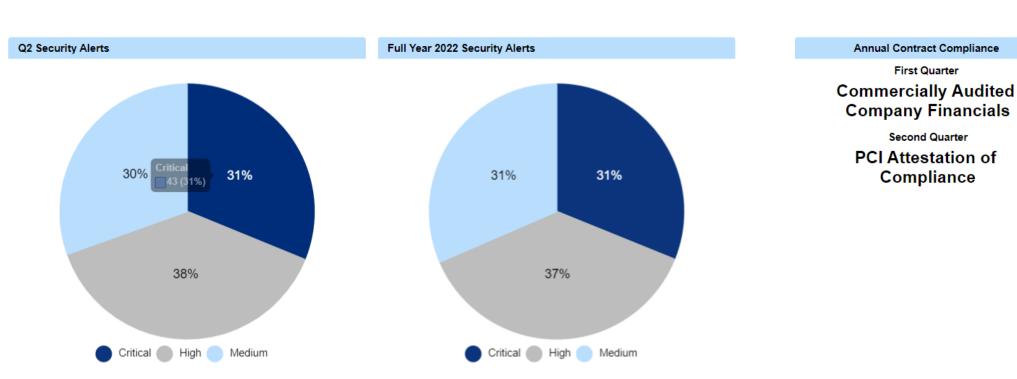
With the advent of quantum computing, existing encryption algorithms are predicted to be breakable. With that, the National Institute of Standards and Technology (NIST) has been working on a search for "post-quantum encryption algorithms." NIST is looking for the next generation of complex problems that will protect sensitive data. They are nearing the end of the project and have already announced several candidates for specific encryption uses.

In recent years, there has been substantial research on quantum computers – machines that exploit quantum mechanical phenomena to solve mathematical problems that are difficult or intractable for conventional computers. If large-scale quantum computers are built, they will be able to break many of the public-key cryptosystems currently in use, compromising the confidentiality and integrity of digital communications online and elsewhere. Postquantum cryptography (also called quantum-resistant cryptography or PQC) aims to develop secure cryptographic systems against quantum and classical computers and can interoperate with existing communications protocols and networks. When will a large-scale quantum computer be built? The answer is complicated. While it was less clear that large quantum computers were a physical possibility in the past, many scientists now believe it to be merely a significant engineering challenge. Some engineers predict that within the next twenty years, many quantum computers will be built to break essentially all public key schemes currently in use. Historically, it has taken almost two decades to deploy our modern public critical cryptography infrastructure. Therefore, regardless of whether we can estimate the exact time of the arrival of the quantum computing era, we must begin to prepare our information security systems to resist quantum computing.

This research will be a fundamental building block for the next 20 years, just like the RSA (Rivest-Shamir-Adleman) work has been a foundational building block for the current implementations. NIC and Tyler Technologies are working closely to monitor research and progress regarding PQC.

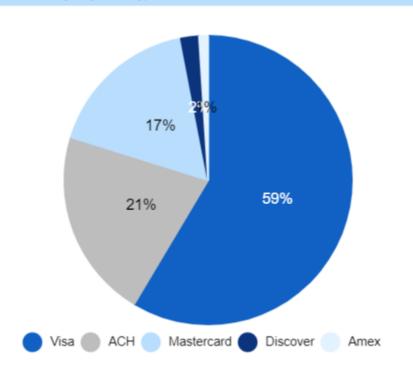
Security



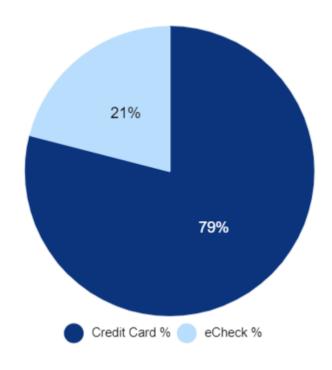


Transactions Summary

Q2 Transaction Totals by Payment Type



Q2 Transaction Volume by Payment Category



Management Report

2022 Q2 NIC & Tyler Technology News

Primary

Three States That Simplified Filing

Tyler Technologies Reports Earnings for Second Quarter 2022

Tyler Technologies Acquires Quatred

Tyler Technologies Announces 2022 Public Sector Excellence Award Winners

State of Utah Selects Tyler Technologies in First Statewide Public Safety Deployment

Tyler Technologies Extends Contract for Payment Solutions in the State of Texas

State of Mississippi Selects Tyler Technologies Licensing Solution for New Medical Marijuana Program

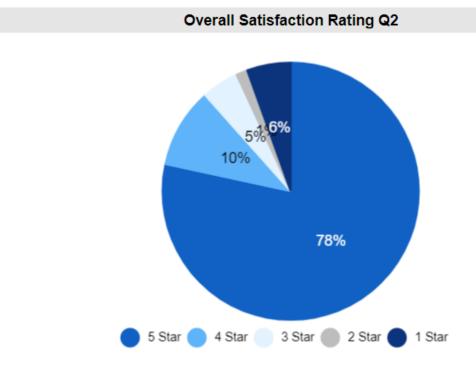
Customer Satisfaction Ratings

Customer Satisfaction Ratings

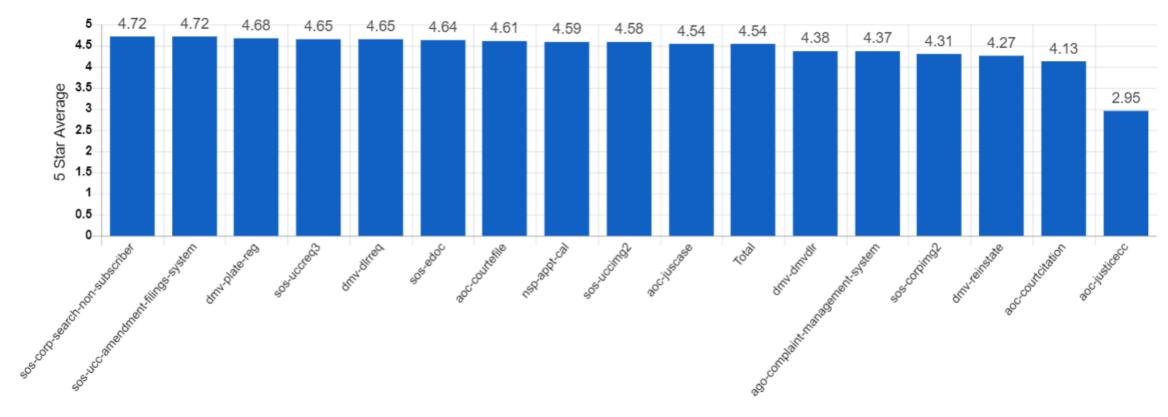
NIC Nebraska has initiated customer service ratings in several public-facing applications. After completing an application, the public user is prompted to rate the application on a five-star scale. The data is tracked by overall performance, agency, or individual service. In Q2, NIC Nebraska collected 63,840 responses - a 26% increase compared to Q1.

NIC NE applications had an overall 4.54 average star rating in the second quarter. In Q2 2022, 78% of respondents gave NIC NE applications a five-star rating. Ten services had an increase in customer satisfaction compared to Q1 2022. Additions include SOS-Corp-Img (4.1%), SOS-UCC-Amendments (3.9%), and AOC-Efile (2.6%).

NIC NE will continue to add customer satisfaction functionality to all public-facing applications. NIC NE currently tracks satisfaction on some of the most extensive public-facing online services.



Customer Satisfaction 2nd Quarter



Service

Personnel Report

NIC Nebraska Staff Totals

Total Positions: 31

Total Filled Positions: 28

Open Positions: 3

Departures in 2nd QTR: 3

In Q2 2022, NIC Nebraska continued to be affected by the industry trend of increased turnover. According to a report by growin.com published in May of 2022, there is an average of 13.2% employee turnover among tech companies, rising to 21.7% for embedded software engineers - a significant discovery considering it takes one to two months to bring a developer up to speed. More importantly, there's the phenomenon of Institutional Memory Loss—where companies lose critical knowledge from the people that leave, which often means a significant rework of products or processes.

In Q2 of 2022, NIC NE lost a 6-year developer, a 2-year project manager, and a 6-month quality analyst. On the positive side, NIC NE hired three recently graduated software developers to fill other vacancies. In addition, NIC NE replaced our departed project manager with a highly qualified candidate and added a quality analyst. Currently, we have openings for a grant-funded developer, a quality analyst, and a support desk manager.

Enterprise Management

NIC Nebraska relocates Lockbox for Mailed Payments

In April, NIC Nebraska informed NIC NE subscribers' partners about relocating our lockbox for mailed-in payments. The previous lockbox was in Omaha, Nebraska, but U.S. Bank closed that facility, resulting in several checks returned to sender. The notification of the new lockbox eliminated a large amount of returned checks.

NIC Nebraska Partners with the University of Nebraska Senior Design Program

NIC NE will partner with the University of Nebraska's (UN) Senior Design program starting in August 2022. The Senior Design Program pairs current UN software engineering students with private sector sponsors to complete a two-semester software project. The program's cost is roughly \$17,000 and will include five students and a university sponsor for the fall and spring semesters (2022-2023). NIC NE is utilizing the program to develop a help desk submission interface to integrate with our Jira software.

NIC Nebraska is assisting in the operation of the new Department of Motor Vehicles (DMV) Record Inspector

NIC NE met with Jessica Estes, the new DMV executive responsible for validating the access of DMV records. The DMV will inspect subscriber accounts of those pulling records and will randomly audit those subscribers by sending an email requesting documentation and use. After 30 days, the DMV will send another email with a requirement to respond within ten days, after which the account will be suspended. NIC NE will assist in gathering subscriber information and getting the pertinent information to the inspector.

Nebraska Supreme Court Clerk Partnering with NIC Nebraska at State Bar Conference

NIC Nebraska and the Nebraska Supreme Court are partnering to bring a help desk set-up to the Nebraska State Bar Conference. At the conference, NIC NE and Supreme Court Justice team members will be on hand to assist attorneys with questions about eFiling and other online services. Supreme Court Clerk Wendy Wussow was thrilled that NIC NE would offer her team this opportunity.

Nebraska Legislative Bill 773

Nebraska Legislative Bill LB 773 has passed General file with a vote of 35-9 and has advanced to Select file. LB 773 allows for the carrying of concealed handguns without a permit. NIC NE currently provides the Nebraska State Patrol (NSP) with an online permitting and renewal system for concealed handgun permits (CHP). The system generates approximately \$50,000 annually. NSP Director of Criminal Identification said that other states that passed similar legislation had seen mixed results concerning future permitting. Some states have seen citizens continue obtaining concealed handgun permits, while others have seen a significant decrease in CHP permits. The impact of the Nebraska permitting system is unknown. However, LB 773 passing would likely result in a reduction of revenue for this service.

NIC Nebraska attends the Nebraska Association of County Official (NACO) Conference

NIC NE attended the NACO Summer conference. It was an excellent opportunity to grow our local and county footprint and build relationships with existing county partners.

Growth

Enterprise Licensing Platform (ELP) for small state agencies

NIC NE is working with several small agencies to solve a need for licensing software. The legacy system in place for specific boards and commissions has become obsolete. These agencies are looking for a new solution to manage their members and licensees. The NIC Division has a corporate-managed licensing tool called Enterprise Licensing Platform (ELP). NIC NE plans to schedule a demo to show several agencies the system's potential.

DMV Data Form Project Rollout

NIC Nebraska worked through the second quarter to build, train, and launch the DMV data forms project. The project was a collaborative approach with the DMV's scheduling vendor. NIC NE created an online form for citizens to complete before their DMV appointment. Upon check-in at the DMV, the data in the document is automatically transferred to the DMV clear's workstation, limiting the need for manual data entry into the system. Most importantly, we encourage citizens to conduct business online if possible. In the first month of operation, nearly 500 users decided to utilize the online service rather than traveling to a DMV office.

NIC Nebraska Launches Payment Portal Phase I for Department of Insurance

NIC NE launched the first phase of a multi-phase payment portal for the Nebraska Department of Insurance. Built on the AppEngine platform, the first phase of the payment portal allows users to complete annual renewals and then remit payment through our Common Checkout Page (CCP). The next step will include initial applications and locating miscellaneous charges made to the agency. This project was funded with an SOW for approximately \$12,000, and we anticipate annual transactional revenue between \$5,000-\$10,000.

Technology

NIC Nebraska initiates TPE Monitoring Technology

NIC NE Systems team has been attempting to monitor NIC NE TPE (Transaction Payment Engine) instances but has not been able to get the non-GL addresses for the servers. In April, NIC NE managed to get all the required addresses. NIC Nebraska wrote a new Nagios XI plugin that can do a simple port connect. Now NIC NE is monitoring the two primary GL addresses for the restful port and the legacy port. We also have the restful and legacy ports monitored on each of the direct VA and TX servers, allowing NIC NE to be informed during a TPE outage.

Drupal Website Training for Partners

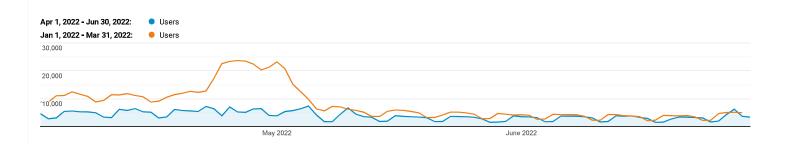
The NIC NE website development team is meeting with partners to conduct Drupal website training. The training will better equip agency personnel to manage their website content, significantly reducing the time NIC NE will spend updating content for partners.

All Users +0.00% Users

Apr 1, 2022 - Jun 30, 2022 Compare to: Jan 1, 2022 - Mar 31, 2022

Explorer

Summary



Davids Octoor	Acquisition			Behavior			Conversions		
Device Category	Users 👃	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	49.00% - 288,850 vs 566,425	49.22% - 272,576 vs 536,786	49.91% - 384,351 vs 767,262	15.61% • 71.77% vs 85.04%	28.23% 🍲 1.67 vs 1.30	76.35% 🍲	0.00% 0.00% vs 0.00%	0.00% 0 vs 0	0.00% \$0.00 vs \$0.00
1. mobile		'							
Apr 1, 2022 - Jun 30, 2022	154,559 (53.66%)	150,682 (55.28%)	186,141 (48.43%)	80.44%	1.43	00:00:33	0.00%	(0.00%)	\$0.00 (0.00%)
Jan 1, 2022 - Mar 31, 2022	420,762 (74.00%)	400,323 (74.58%)	547,294 (71.33%)	92.42%	1.14	00:00:16	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-63.27%	-62.36%	-65.99%	-12.96%	24.77%	102.21%	0.00%	0.00%	0.00%
2. desktop		'							
Apr 1, 2022 - Jun 30, 2022	130,658 (45.36%)	119,347 (43.78%)	194,011 (50.48%)	63.61%	1.90	00:01:28	0.00%	(0.00%)	\$0.00 (0.00%)
Jan 1, 2022 - Mar 31, 2022	136,060 (23.93%)	126,116 (23.49%)	204,221 (26.62%)	65.07%	1.72	00:01:23	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-3.97%	-5.37%	-5.00%	-2.24%	10.21%	6.15%	0.00%	0.00%	0.00%
3. tablet		'							
Apr 1, 2022 - Jun 30, 2022	2,837 (0.98%)	2,547 (0.93%)	4,199 (1.09%)	63.90%	1.76	00:01:19	0.00%	0 (0.00%)	\$0.00 (0.00%)
Jan 1, 2022 - Mar 31, 2022	11,750 (2.07%)	10,347 (1.93%)	15,747 (2.05%)	87.75%	1.30	00:00:51	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-75.86%	- 75.38%	-73.33%	-27.18%	35.62%	53.43%	0.00%	0.00%	0.00%

Rows 1 - 3 of 3

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: April 1st - April 30th

Transaction Services Subject to the 20% Split with	the Nebraska State Re	ecords Board					
Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share N	III Gross Share N	NSRB Share (2 Ni	90.00% I Share (80%)
	110. 0. 11000. 40 0.	por record	Total Hovellas	rigonoy onaro i	Grood Gridio 1	10.12 0.14.0 (2.11.	. Gridi's (6676)
DMV- DLR - Batch	10,667	\$7.50	\$80,002.50	\$69,335.50	\$10,667.00	\$2,133.40	\$8,533.60
DMV- DLR - Monitoring Fee	690,349	\$0.06	\$41,420.94	\$27,613.96	\$13,806.98	\$2,761.40	\$11,045.58
DMV- DLR - Interactive	74,002	\$7.50	\$555,015.00	\$481,013.00	\$74,002.00	\$14,800.40	\$59,201.60
DMV- DLR - Certified	2	\$7.50	\$15.00	\$13.00	\$2.00	\$0.40	\$1.60
DMV- DLR - Certified Transcript	100	\$8.50	\$850.00	\$750.00	\$100.00	\$20.00	\$80.00
DMV-SRIND	96	\$0.50	\$48.00	\$0.00	\$48.00	\$9.60	\$38.40
DMV-SRBULK	32	\$0.15	\$4.80	\$0.00	\$4.80	\$0.96	\$3.84
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,527	\$7.50	\$11,467.50	\$9,938.50	\$1,529.00	\$305.80	\$1,223.20
DMV - Driver License Renew	16,553	Varia	\$433,257.50	\$411,328.50	\$21,929.00	\$4,385.80	\$17,543.20
DMVOTC	6,774	Varia	\$166,042.00	\$156,758.00	\$9,284.00	\$1,856.80	\$7,427.20
DMVOTC_CASH	20,812	Varia	\$486,829.00	\$486,829.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	17,869	\$1.00	\$17,869.00	\$7,147.60	\$10,721.40	\$2,144.28	\$8,577.12
DMV- TLR - batch	17,540	\$1.00	\$17,540.00	\$7,016.00	\$10,524.00	\$2,104.80	\$8,419.20
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	20	\$18.00	\$360.00	\$200.00	\$160.00	\$32.00	\$128.00
DMV - Reinstatement	1,785	\$3.00	\$137,205.00	\$131,850.00	\$5,355.00	\$1,071.00	\$4,284.00
DMV - IRP	472	Variable	\$529,521.86	\$524,750.06	\$4,771.80	\$954.36	\$3,817.44
DMV - IFTA	1,454	Variable	\$428,967.57	\$425,892.01	\$3,075.56	\$615.11	\$2,460.45
DMVSPLATE	578	Variable	\$9,109.00	\$7,375.00	\$1,734.00	\$346.80	\$1,387.20
DMVSPLATEMESS	990	Variable	\$50,290.00	\$47,320.00	\$2,970.00	\$594.00	\$2,376.00
DMV - SingleTripPermit	840	Variable	\$35,442.00	\$32,550.00	\$2,892.00	\$578.40	\$2,313.60
DMV - Motor Vehicle Renewals	47,631	Variable	\$9,800,379.66	\$9,556,888.84	\$243,490.82	\$48,698.16	\$194,792.66
DMV Fleets	29	Variable	\$127,386.96	\$126,753.40	\$633.56	\$126.71	\$506.85
DMV DAS	653	Variable	\$61,963.00	\$51,019.00	\$10,944.00	\$2,188.80	\$8,755.20
HHSS - Health Practitioner Lists	86	Variable	\$5,050.00	\$0.00	\$5,050.00	\$1,010.00	\$4,040.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,615.00	\$0.00	\$2,615.00	\$523.00	\$2,092.00
HHSS - Health License Monitoring	140,663	Variable	\$1,406.63	\$0.00	\$1,406.63	\$281.33	\$1,125.30
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$104.24	\$0.00	\$104.24	\$20.85	\$83.39
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	850	\$1.00	\$304,522.50	\$301,315.00	\$3,207.50	\$641.50	\$2,566.00
LCC Local Renewals	299	Variable	\$206,403.44	\$203,815.03	\$2,588.41	\$517.68	\$2,070.73
LOCLCCNEW	299	Variable 0	φ200,403.44	Ψ203,013.03	\$0.00	\$0.00	\$0.00
LCC_Orders	5	Variable 0 Variable	\$379.27	\$363.80	\$0.00 \$15.47	\$3.09	\$12.38
	141	Variable	\$7,833.71		\$393.71	\$78.74	
LCC_SDL SED - Electrical Permits	0	4% of Fee	\$85,501.22	\$7,440.00 \$85,463.50	\$3,440.82	\$688.16	\$314.97 \$2,752.66
	0			\$85,462.50			
SED - Electrician License Renewal		2% of Fee 3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	120		\$2,760.00	\$2,760.00	\$360.00	\$72.00	\$288.00
SED - License List	4 45	Variable	\$45.00	\$45.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)		3.00	\$2,835.00	\$2,835.00	\$135.00 \$110.00	\$27.00	\$108.00
SEDEXAM5 - Exam Application (\$5 fee)	23	5.00	\$2,860.00 \$1,475.00	\$2,860.00 \$1,335.00	\$110.00 \$150.00	\$22.00	\$88.00
SOS - Corporation filings (LLC/LLP) (TPE)	50	\$3.00		\$1,325.00	\$150.00	\$30.00	\$120.00
SOS - NonProfit Reports	0	\$3.00 0	0	#004 005 00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,243	\$2/vari	\$228,831.85	\$221,065.00	\$7,766.85	\$1,553.37	\$6,213.48
SOS - Corp filings (Foreign/Domestic Corporation (TDF))	1,928	Variable	\$513,636.40	\$504,382.00	\$9,254.40	\$1,850.88	\$7,403.52
SOS - corpdocs (TPE)	1,933	Variabl	\$9,047.25	\$5,384.40	\$3,662.85	\$732.57	\$2,930.28
SOS - CollectionRenew 0		Variabl 0	0		\$0.00	\$0.00	\$0.00

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)	38	Varia	\$570.00	\$285.00	\$285.00	\$57.00	\$228.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	896	\$6.50	\$5,824.00	\$2,240.00	\$3,584.00	\$716.80	\$2,867.20
SOS - Corpcogs	8	\$10.00	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	4,561	\$0.45	\$2,052.45	\$1,459.52	\$592.93	\$118.59	\$474.34
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	0	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Interactive Searches	7,096	\$4.50	\$31,932.00	\$24,836.00	\$7,096.00	\$1,419.20	\$5,676.80
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	416	Variabl	\$832.00	\$416.00	\$416.00	\$83.20	\$332.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - UCC Continuation Filings	1,147	\$11.00	\$12,617.00	\$10,896.50	\$1,720.50	\$344.10	\$1,376.40
SOS - UCC Original Filings	1,588	\$11.00	\$17,468.00	\$15,086.00	\$2,382.00	\$476.40	\$1,905.60
SOS - UCC Electronic Amendments	480	\$11.00	\$5,280.00	\$4,560.00	\$720.00	\$144.00	\$576.00
SOS - UCC Electronic Assignments	5	\$11.00	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCC Electronic Collateral Amendments	65	\$11.00	\$715.00	\$617.50	\$97.50	\$19.50	\$78.00
SOS - UCC Images	11,593	\$0.45	\$5,216.85	\$3,709.76	\$1,507.09	\$301.42	\$1,205.67
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND BUL	50	Variable	\$550.00	\$475.00	\$75.00	\$15.00	\$60.00
SOS - UCCASSIGN_BULK	13	Variable	\$143.00	\$123.50	\$19.50	\$3.90	\$15.60
SOS - UCCCOLLAMEND	27	Variable	\$297.00	\$256.50	\$40.50	\$8.10	\$32.40
SOS - UCCCONT_BULK	202	Variable	\$2,222.00	\$1,919.00	\$303.00	\$60.60	\$242.40
SOS - UCCORIG_BULK	1,097	Variable	\$12,067.00	\$10,421.50	\$1,645.50	\$329.10	\$1,316.40
SOS - EFS Interactive Searches	1,435	\$4.50	\$6,457.50	\$5,022.50	\$1,435.00	\$287.00	\$1,148.00
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	217	\$11.00	\$2,387.00	\$2,061.50	\$325.50	\$65.10	\$260.40
SOS - EFS Original Filings	172	\$11.00	\$1,892.00	\$1,634.00	\$258.00	\$51.60	\$206.40
REV - Sales/Use Tax Permit Lists	1	\$5.50	\$5.50	\$0.00	\$5.50	\$1.10	\$4.40
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
NBPA Renewals TPE	7	Variable	\$250.00	\$215.00	\$35.00	\$7.00	\$28.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	17	5% of Fee	\$1,904.00	\$1,904.00	\$95.20	\$19.04	\$76.16
E&A - Engineers & Architects	46	5% of Fee	\$6,900.00	\$6,900.00	\$345.00	\$69.00	\$276.00
Water Well Registrations	179	5% of Fee	\$16,970.00	\$15,782.10	\$1,187.90	\$237.58	\$950.32
REV - Motor Fuels Tax Filing	626	\$0.25	\$156.50	\$0.00	\$156.50	\$31.30	\$125.20
NDOA - Applicator permits	1,394	Variable	\$59,290.00	\$56,126.00	\$3,164.00	\$632.80	\$2,531.20
NDOA - AGAERIAL_LICENSE	1	Variable	\$100.00	\$98.25	\$1.75	\$0.35	\$1.40
NDOA - Measuring device	6	Variable	\$332.44	\$314.34	\$18.10	\$3.62	\$14.48
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	211	Variable	\$1,737,148.44	\$1,735,631.97	\$1,516.47	\$303.29	\$1,213.18
NDOA - AGSMALL_PACKAGE	3	Variable	\$1,200.00	\$1,194.75	\$5.25	\$1.05	\$4.20
NDOA - AG_EURO_CORN	1	Variable	\$51.25	\$48.25	\$3.00	\$0.60	\$2.40
NDOA - AG_EURO_CORN_CERT 0		Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage 0		Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGFIRM_REGISTRATION	9	Variable	\$137.22	\$119.25	\$17.97	\$3.59	\$14.38
NDOA - AGGFAL_Renew	7	Variable	\$107.22	\$92.75	\$14.47	\$2.89	\$11.58
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$24,316.42	\$24,307.67	\$8.75	\$1.75	\$7.00
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	38	Variable	\$5,839.60	\$5,697.00	\$142.60	\$28.52	\$114.08
NDOA - AG_CervineFacility Permit	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	36	Variable	\$45,885.03	\$45,822.03	\$63.00	\$12.60	\$50.40
NDOA - AGNURSERY_RENEW	3	Variable	\$446.61	\$430.50	\$16.11	\$3.22	\$12.89
NDOA - AGNURSERY_STOCK	10	Variable	\$858.10	\$819.72	\$38.38	\$7.68	\$30.70

NDOA - AGPERMIT_SELLSEEDS	3	Variable	\$128.12	\$119.75	\$8.37	\$1.67	\$6.70
NDOA - Pet Feed Rendering	0	Variable 0	0	Ψ110.10	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	3	Variable	\$429.22	\$414.75	\$14.47	\$2.89	\$11.58
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference 0		\$3.00 0	0		\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	22	Variable	\$247.50	\$220.00	\$27.50	\$5.50	\$22.00
SFM - Fireworks Display Permits	100	Variable	\$8,947.53	\$8,525.00	\$422.53	\$84.51	\$338.02
SFM_BOILER	78	Variable	\$8,018.00	\$8,018.00	\$234.00	\$46.80	\$187.20
SFM_ELEVATOR	101	Variable	\$20,001.12	\$20,001.12	\$303.00	\$60.60	\$242.40
SFM_ELEVATOR_CC%	62	Variable	\$16,371.12	\$16,371.12	\$491.13	\$98.23	\$392.90
OTC-Over the counter payment	18,942	Variable	\$5,291,319.02	\$5,228,680.13	\$62,638.89	\$12,527.78	\$50,111.11
OTC Billback	312	Variable	\$2,344.84	\$0.00	\$2,344.84	\$468.97	\$1,875.87
PropertyTax Payments PropertyTaxOTC	1,333 72	Variable Variable	\$4,382,895.80 \$152,583.52	\$4,362,778.28 \$150,730.48	\$20,117.52 \$1,853.04	\$4,023.50 \$370.61	\$16,094.02 \$1,482.43
NDOL - Contractor Registration	1,368	Variable	\$42,098.15	\$37,970.00	\$4,128.15	\$825.63	\$3,302.52
NDOL_OVR_PMT	1,300	Variable	\$51,037.14	\$50,596.20	\$440.94	\$88.19	\$352.75
NDOL TAX PMT	116	Variable	\$14,852.53	\$14,082.06	\$770.47	\$154.09	\$616.38
NEROADS - DOT_Permits	9,943	Variable	\$255,257.00	\$237,855.00	\$17,402.00	\$3,480.40	\$13,921.60
NEROADS - DOT Hay	0,010	Variable 0	0	Ψ201,000.00	\$0.00	\$0.00	\$0.00
NEROADS- NDOT RMS	27	Variable	\$6,436.38	\$6,170.28	\$266.10	\$53.22	\$212.88
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	9	Variable	\$205.75	\$191.62	\$14.13	\$2.83	\$11.30
State Patrol Crime Report	1,127	\$18.00	\$23,699.50	\$19,112.50	\$4,587.00	\$917.40	\$3,669.60
NSPCCW_Renew - NSP Conceal & Carry	813	\$4.50	\$44,199.50	\$40,550.00	\$3,649.50	\$729.90	\$2,919.60
NSPApptFee	1,177	\$4.50	\$65,255.74	\$61,620.50	\$3,635.24	\$727.05	\$2,908.19
State Patrol Crime Report - Subscriber	1,250	Variable	\$19,324.00	\$15,994.90	\$3,329.10	\$665.82	\$2,663.28
Event Registration	450	10% of Fee	\$15,112.50	\$13,718.00	\$1,394.50	\$278.90	\$1,115.60
Sarpy_Stop	253	Variable	\$36,915.00	\$36,018.04	\$896.96	\$179.39	\$717.57
Medicaid & Long Term Care	2	\$1.75	\$90.00	\$90.00	\$3.50	\$0.70	\$2.80
LPNNRD_Trees_Sale	0	Variable 0	0		\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable 0	0		\$0.00	\$0.00	\$0.00
recreation_program	0	Variable 0	0	#0.700.40	\$0.00	\$0.00	\$0.00
order_form_LPNNRD order_form_UBBNRD	86 0	Variable Variable 0	\$2,983.02 0	\$2,769.18	\$213.84 \$0.00	\$42.77 \$0.00	\$171.07 \$0.00
Library acct mgmt	16	Variable 0 Variable	\$658.00	\$615.00	\$43.00	\$8.60	\$34.40
Utility payment	1,768	Variable	\$275,738.86	\$268,886.78	\$6,852.08	\$1,370.42	\$5,481.66
SarpyCommunityCorrections	24	Variable	\$2,986.94	\$2,873.40	\$113.54	\$22.71	\$90.83
SARPY VEHINSP	36	Variable	\$1,502.32	\$1,404.25	\$98.07	\$19.61	\$78.46
OTLPAYMENT	36	Variable	\$62,094.68	\$61,986.33	\$108.35	\$21.67	\$86.68
59PlanningDept	76	Variable	\$31,318.86	\$30,430.74	\$888.12	\$177.62	\$710.50
gretna_occ_tax	25	Variable	\$43,737.81	\$43,662.81	\$75.00	\$15.00	\$60.00
hastings_multi_payment	1	Variable	\$80.25	\$75.00	\$5.25	\$1.05	\$4.20
SYNTHETICSVC	10	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	0	Variable 0	0		\$0.00	\$0.00	\$0.00
ded_programs_payment	0 1	Variable 0 Variable	0 \$209.00	\$200.00	\$0.00 \$9.00	\$0.00 \$1.80	\$0.00 \$7.20
Holt County Overweight Perm Micellanious Charge for Swipers	0	Variable Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	148,015	Variable	\$8,880.90	\$0.00	\$8,880.90	\$1,776.18	\$7,104.72
NBC_Inspections	639	Variable	\$70,044.72	\$70,044.72	\$0.00	\$0.00	\$0.00
NBC NIRFLFee	132,259	Variable	\$7,935.54	\$0.00	\$7,935.54	\$1,587.11	\$6,348.43
NBC NISaleBarn	109	Variable	\$105,518.30	\$105,518.30	\$0.00	\$0.00	\$0.00
NBC NISaleBarnF	124,126	Variable	\$7,447.56	\$0.00	\$7,447.56	\$1,489.51	\$5,958.05
NBC_RFLRenewal	10	Variable	\$111,987.50	\$111,987.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	102	Variable	\$38,768.50	\$38,768.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	45,610	Variable	\$2,736.60	\$0.00	\$2,736.60	\$547.32	\$2,189.28
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentregDH	1,234	Variable	\$4,936.00	\$3,085.00	\$1,851.00	\$370.20	\$1,480.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	3,173	\$1.50	\$15,163.00	\$10,406.50	\$4,756.50	\$951.30	\$3,805.20
dhhscentregDHL	7,824	\$1.50	\$39,120.00	\$27,384.00	\$11,736.00	\$2,347.20	\$9,388.80

REVENUE_FEE	3,72	7 \$1.75	\$6,522.25	\$0.00	\$6,522.25	\$1,304.45	\$5,217.80
MVILB Renewal) Variable	' '	·	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,600,512.0		27,690,846.89	27,000,918.95	695,421.87	139,084.36	556,337.51
	1,000,01210				,	,	223,221121
Transaction Services Not Subject to the 20% Spli	t with the Nebraska S	State Records B	oard				
Service/Volume Processed	No. of Pocord	s ee per Record	Total Revenue	Agency Share I	VIII Gross Sharo	NI	I Share
Service/Volume Processed	No. of Record	s ee per itecoru	Total Nevenue	Agency Snare i	VIII G1099 Share	141	Tollare
Court Records (Justice) Per Record	144,82	2 \$1.00	\$144,822.00	72,411.00	72,411.00		\$72,411.00
Court Records (Justice) Monthly	9:	2 \$500.00	\$46,000.00	\$23,000.00	23,000.00		\$23,000.00
Court Records (Justice) Credit Card Searches	89		\$13,455.00	\$6,727.50	6,727.50		\$6,727.50
Court E-Filing	15,90	9 \$1.00	\$15,909.00	\$0.00	15,909.00		\$15,909.00
COURTRECORDF		2 Variable	\$3,000.00	\$0.00	3,000.00		\$3,000.00
COURTRECORDU	:	2 Variable	\$2,000.00	\$0.00	2,000.00		\$2,000.00
COURTAPELFILE	31:			\$0.00	624.00		\$624.00
AOCCERTGS	4		· ·	\$240.00	77.33		\$77.33
COURTAPPTFILE		3 variable		\$0.00	556.00		\$556.00
Courtjudge	13:		-	\$0.00	\$6,600.00		\$6,600.00
Court Citations	4,68	•	' '	\$668,263.31	13,442.35		\$13,442.35
	4,08			\$875.00	82.33		\$82.33
AOC_Cert_Authority Court Payments				· ·			
•	2,93			\$1,005,398.67	16,441.24		\$16,441.24
Lobbyist Registration		2 \$0.05	-	\$400.00	20.00		\$20.00
OTC-Court payments) Variable	·	\$0.00	0.00		\$0.00
LEG - BillTracker (1-3 eProfiles)		. φοσ.σσ	·	\$25.00	25.00		\$25.00
LEG - BillTracker (4-10 eProfiles)		\$100.00	·	\$0.00	0.00		\$0.00
LEG - BillTracker (11-20 eProfiles)		\$250.00	·	\$0.00	0.00		\$0.00
LEG - BillTracker (Unlimited eProfiles)		\$500.00	\$0.00	\$0.00	0.00		\$0.00
Wccfile	74	7 Variab	l \$3,595.00	\$1,648.00	\$1,947.00		\$1,947.00
Sccalessubscr	75	2 Variable	\$752.00	\$376.00	376.00 `		\$376.00
SUBTOTAL	171,37	3	1,942,583.23	1,779,364.48	163,238.75		163,238.75
							\$42,399.05
							•
Other Revenue Not Subject to the 20% Split with	the Nebraska State R	ecords Board					
				_			
Other Revenue/Adjustments	lumber	Fee per Item	Total Revenue	ľ	NII Gross Share	NI	I Share
Grants/ Special Projects			\$57,648.83		\$57,648.83		\$57,648.83
Subscriptions - New	\$463.0) variable	\$46,300.00		\$46,300.00		\$46,300.00
Renewal	*) variable	0.00		0.00		0.00
Billing Minimums/Adjustments			0.00		0.00		0.00
Revenue Affecting adjustments	· ·	,	0.00		0.00		0.00
Nevertice Affecting adjustments							
SUBTOTAL			\$103,948.83		\$103,948.83		
	_						
Other Applications Maintained and Supported - N	o Revenue						
Service/Volume Processed	No. of Transaction	s ee per Record	Total Revenue	Agency Share N	NII Share		
		pc. 110001u					
DAS - State Directory Order		5.00	0.00	0.00	0.00		
DED -Conference Registration		75.00		0.00	0.00		
DHHS - Birth Certificate Order		17.00		0.00	0.00		
LCC -Tax Payments	3			2.912.967.00	0.00		
COURTEFILESUB	15,90			\$482,265.25	0.00		
PSCREMIT	39			\$5,492,850.34	0.00		
WCCSUB	99			\$5,492,650.54	0.00		
SUBTOTAL					\$ 0.00		
SUBTUTAL	16,43		\$8,889,730.59	\$8,889,730.59	φυ.υυ		

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 ıcoln, NE 68508

May 1st - May 31st PERIOD COVERED:

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 M	III Gross Share N	NSRB Share (2 N	II Share (80%)
DMV- DLR - Batch	10,817	\$7.50	\$81,127.50	\$70,310.50	\$10,817.00	\$2,163.40	\$8,653.60
DMV- DLR - Monitoring Fee	698,193	\$0.06	\$41,891.58	\$27,927.72	\$13,963.86	\$2,792.77	\$11,171.09
DMV- DLR - Interactive	73,264	\$7.50	\$549,480.00	\$476,216.00	\$73,264.00	\$14,652.80	\$58,611.20
DMV- DLR - Certified	11	\$7.50	\$82.50	\$71.50	\$11.00	\$2.20	\$8.80
DMV- DLR - Certified Transcript	93	\$8.50	\$790.50	\$697.50	\$93.00	\$18.60	\$74.40
DMV-SRIND	289	\$0.50	\$144.50	\$0.00	\$144.50	\$28.90	\$115.60
DMV-SRBULK	578	\$0.15	\$86.70	\$0.00	\$86.70	\$17.34	\$69.36
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,609	\$7.50	\$12,082.50	\$10,471.50	\$1,611.00	\$322.20	\$1,288.80
DMV - Driver License Renew	15,096	Varia	\$410,077.50	\$390,016.00	\$20,061.50	\$4,012.30	\$16,049.20
DMVOTC	7,025	Varia	\$173,407.75	\$163,849.50	\$9,558.25	\$1,911.65	\$7,646.60
DMVOTC CASH	21,758	Varia	\$507,750.00	\$507,750.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,371	\$1.00	\$18,371.00	\$7,348.40	\$11,022.60	\$2,204.52	\$8,818.08
DMV- TLR - batch	10,768	\$1.00	\$10,768.00	\$4,307.20	\$6,460.80	\$1,292.16	\$5,168.64
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	14	\$18.00	\$252.00	\$140.00	\$112.00	\$22.40	\$89.60
DMV - Reinstatement	1,686	\$3.00	\$132,033.00	\$126,975.00	\$5,058.00	\$1,011.60	\$4,046.40
DMV - IRP	379	Variable	\$496,144.41	\$492,389.13	\$3,755.28	\$751.06	\$3,004.22
DMV - IFTA	426	Variable	\$144,931.39	\$143,528.34	\$1,403.05	\$280.61	\$1,122.44
DMVSPLATE	504	Variable	\$6,677.00	\$5,165.00	\$1,512.00	\$302.40	\$1,209.60
DMVSPLATEMESS	921	Variable	\$46,499.00	\$43,730.00	\$2,769.00	\$553.80	\$2,215.20
DMV - SingleTripPermit	750	Variable	\$31,453.00	\$28,885.00	\$2,568.00	\$513.60	\$2,054.40
DMV - Motor Vehicle Renewals	50,002	Variable	\$10,199,575.19	\$9,944,555.50	\$255,019.69	\$51,003.94	\$204,015.75
DMV Fleets	33	Variable	\$67,988.16	\$67,649.80	\$338.36	\$67.67	\$270.69
DMV DAS	623	Variable	\$64,480.00	\$53,044.00	\$11,436.00	\$2,287.20	\$9,148.80
HHSS - Health Practitioner Lists	87	Variable	\$4,800.00	\$0.00	\$4,800.00	\$960.00	\$3,840.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	141,317	Variable	\$1,413.17	\$0.00	\$1,413.17	\$282.63	\$1,130.54
HHSS - Health License Monitoring Mo. Min.	. 8	Variable	\$102.07	\$0.00	\$102.07	\$20.41	\$81.66
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	57	\$1.00	\$20,959.40	\$20,655.00	\$304.40	\$60.88	\$243.52
LCC Local Renewals	14	Variable	\$9,096.18	\$8,969.00	\$127.18	\$25.44	\$101.74
LOCLCCNEW		Variable 0	0		\$0.00	\$0.00	\$0.00
LCC_Orders	9	Variable	\$895.28	\$865.46	\$29.82	\$5.96	\$23.86
LCC SDL	240	Variable	\$13,403.90	\$12,760.00	\$643.90	\$128.78	\$515.12
SED - Electrical Permits	0	4% of Fee	\$87,462.24	\$84,051.00	\$3,411.24	\$682.25	\$2,728.99
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	173	3.00	\$3,979.00	\$3,979.00	\$519.00	\$103.80	\$415.20
SED - License List	9	Variable	\$215.00	\$215.00	\$45.00	\$9.00	\$36.00
SEDEXAM3 - Exam Application (\$3 fee)	66	3.00	\$4,158.00	\$4,158.00	\$198.00	\$39.60	\$158.40
SEDEXAM5 - Exam Application (\$5 fee)	20	5.00	\$2,600.00	\$2,600.00	\$100.00	\$20.00	\$80.00
SOS - Corporation filings (LLC/LLP) (TPE)	14	\$3.00	\$392.00	\$350.00	\$42.00	\$8.40	\$33.60
SOS - NonProfit Reports	0	\$3.00 0	0	7	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,095	\$2/vari	\$209,922.85	\$202,535.00	\$7,387.85	\$1,477.57	\$5,910.28
SOS - Corp filings (Foreign/Domestic Corporation	-1	Variable	-\$29.00	-\$26.00	-\$3.00	-\$0.60	-\$2.40
SOS - corpdocs (TPE)	1,838	Variabl	\$8,921.35	\$5,270.76	\$3,650.59	\$730.12	\$2,920.47
SOS - CollectionRenew 0	1,500	Variabl 0	0	Ψο,Σιο.ιο	\$0.00	\$0.00	\$0.00
		. andar 0	•		Ψ0.00	Ψ0.00	Ψ0.00

SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Monthly Batch Service SOS - Corporate Special Request(TPE)	63	Varia	\$1,170.00	\$585.00	\$585.00	\$117.00	\$468.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	14	\$300.00	\$4,200.00	\$2,100.00	\$2,100.00	\$420.00	\$1,680.00
SOS - Corp_OCOGS	765	\$6.50	\$4,972.50	\$1,912.50	\$3,060.00	\$612.00	\$2,448.00
SOS - Corpcogs	7	\$10.00	\$70.00	\$70.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	4,751	\$0.45	\$2,137.95	\$1,520.32	\$617.63	\$123.53	\$494.10
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	86	\$300.00	\$25,800.00	\$12,900.00	\$12,900.00	\$2,580.00	\$10,320.00
SOS - UCC Interactive Searches	5,840	\$4.50	\$26,280.00	\$20,440.00	\$5,840.00	\$1,168.00	\$4,672.00
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	2,076	Variabl	\$4,152.00	\$2,076.00	\$2,076.00	\$415.20	\$1,660.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	11	\$15.00	\$165.00	\$82.50	\$82.50	\$16.50	\$66.00
SOS - UCC ContinuationI Filings	889	\$11.00	\$9,779.00	\$8,445.50	\$1,333.50	\$266.70	\$1,066.80
SOS - UCC Original Filings	1,297	\$11.00	\$14,267.00	\$12,321.50	\$1,945.50	\$389.10	\$1,556.40
SOS - UCC Electronic Amendments	315	\$11.00	\$3,465.00	\$2,992.50	\$472.50	\$94.50	\$378.00
SOS - UCC Electronic Assignments	2	\$11.00	\$22.00	\$19.00	\$3.00	\$0.60	\$2.40
SOS - UCC Electronic Collateral Amendments	67	\$11.00	\$737.00	\$636.50	\$100.50	\$20.10	\$80.40
SOS - UCC Images	9,691	\$0.45	\$4,360.95	\$3,101.12	\$1,259.83	\$251.97	\$1,007.86
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	42	Variable	\$462.00	\$399.00	\$63.00	\$12.60	\$50.40
SOS - UCCASSIGN_BULK	28	Variable	\$308.00	\$266.00	\$42.00	\$8.40	\$33.60
SOS - UCCCOLLAMEND	26	Variable	\$286.00	\$247.00	\$39.00	\$7.80	\$31.20
SOS - UCCCONT_BULK	231	Variable	\$2,541.00	\$2,194.50	\$346.50	\$69.30	\$277.20
SOS - UCCORIG_BULK	1,118	Variable	\$12,298.00	\$10,621.00	\$1,677.00	\$335.40	\$1,341.60
SOS - EFS Interactive Searches	1,075	\$4.50	\$4,837.50	\$3,762.50	\$1,075.00	\$215.00	\$860.00
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	188	\$11.00	\$2,068.00	\$1,786.00	\$282.00	\$56.40	\$225.60
SOS - EFS Original Filings	162	\$11.00	\$1,782.00	\$1,539.00	\$243.00	\$48.60	\$194.40
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	1,293	5.00	\$165,945.00	\$165,945.00	\$6,465.00	\$1,293.00	\$5,172.00
NBPA Renewals TPE	22	Variable	\$525.00	\$420.00	\$105.00	\$21.00	\$84.00
NREC - Real Estate Commission Services E&A - Engineers & Architects License Renewal	0 14	3% of Fee 5% of Fee	\$0.00 \$1,585.00	\$0.00 \$1,585.00	\$0.00 \$79.25	\$0.00	\$0.00 \$63.40
E&A - Engineers & Architects	50	5% of Fee	\$7,500.00	\$7,500.00	\$375.00	\$15.85 \$75.00	\$300.00
Water Well Registrations	193	5% of Fee	\$16,920.00	\$15,735.60	\$1,184.40	\$236.88	\$947.52
REV - Motor Fuels Tax Filing	453	\$0.25	\$113.25	\$0.00	\$113.25	\$22.65	\$90.60
NDOA - Applicator permits	334	Variable	\$16,605.00	\$15,810.00	\$795.00	\$159.00	\$636.00
NDOA - AGAERIAL LICENSE	3	Variable	\$307.47	\$294.75	\$12.72	\$2.54	\$10.18
NDOA - Measuring device	18	Variable	\$1,667.89	\$1,609.65	\$58.24	\$11.65	\$46.59
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	8	Variable	\$222,724.51	\$222,639.56	\$84.95	\$16.99	\$67.96
NDOA - AGSMALL PACKAGE	1	Variable	\$76.87	\$73.25	\$3.62	\$0.72	\$2.90
NDOA - AG_EURO_CORN 0		Variable 0	0	,	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT 0		Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGFFAL Tonnage	1	Variable	\$113.30	\$108.80	\$4.50	\$0.90	\$3.60
NDOA - AGFIRM_REGISTRATION	9	Variable	\$142.35	\$124.25	\$18.10	\$3.62	\$14.48
NDOA - AGGFAL_Renew	16	Variable	\$259.45	\$227.00	\$32.45	\$6.49	\$25.96
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,989.27	\$23,982.27	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	39	Variable	\$6,299.70	\$6,171.75	\$127.95	\$25.59	\$102.36
NDOA - AG_CervineFacility Permit	0	Variable 0	0	.	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	43	Variable	\$57,991.98	\$57,916.73	\$75.25	\$15.05	\$60.20
NDOA - AGNURSERY_RENEW	0	Variable 0	0	60.40 =	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	1	Variable	\$83.00	\$81.25	\$1.75	\$0.35	\$1.40

NDOA - AGPERMIT_SELLSEEDS	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Pet Feed Rendering	0	Variable 0	0	Ψ20.20	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	3	Variable	\$2,295.78	\$2,234.75	\$61.03	\$12.21	\$48.82
NDOA - AGPESTDEAL NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference 0		\$3.00 0	0	,	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	76	Variable	\$855.00	\$760.00	\$95.00	\$19.00	\$76.00
SFM - Fireworks Display Permits	96	Variable	\$5,951.62	\$5,650.00	\$301.62	\$60.32	\$241.30
SFM BOILER	77	Variable	\$7,933.00	\$7,933.00	\$231.00	\$46.20	\$184.80
SFM_ELEVATOR	117	Variable	\$20,675.00	\$20,675.00	\$351.00	\$70.20	\$280.80
SFM ELEVATOR CC%	79	Variable	\$16,585.00	\$16,585.00	\$497.55	\$99.51	\$398.04
OTC-Over the counter payment	20,747	Variable	\$5,217,339.49	\$5,155,066.48	\$62,273.01	\$12,454.60	\$49,818.41
OTC Billback	310	Variable	\$3,062.87	\$0.00	\$3,062.87	\$612.57	\$2,450.30
PropertyTax Payments	426	Variable	\$1,000,968.74	\$995,565.29	\$5,403.45	\$1,080.69	\$4,322.76
PropertyTaxOTC	24	Variable	\$44,378.53	\$44,153.49	\$225.04	\$45.01	\$180.03
NDOL - Contractor Registration	1,340	Variable	\$42,450.25	\$38,395.00	\$4,055.25	\$811.05	\$3,244.20
NDOL_OVR_PMT	106	Variable	\$55,948.35	\$55,280.10	\$668.25	\$133.65	\$534.60
NDOL_TAX_PMT	61	Variable	\$6,450.74	\$6,085.15	\$365.59	\$73.12	\$292.47
NEROADS - DOT_Permits	10,281	Variable	\$271,106.75	\$253,115.00	\$17,991.75	\$3,598.35	\$14,393.40
NEROADS - DOT_Hay	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NEROADS- NDOT_RMS	32	Variable	\$7,854.80	\$7,532.82	\$321.98	\$64.40	\$257.58
NEROADS- NDOTSPD	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	2	Variable	\$43.50	\$40.36	\$3.14	\$0.63	\$2.51
State Patrol Crime Report	1,217	\$18.00	\$24,366.00	\$19,650.00	\$4,716.00	\$943.20	\$3,772.80
NSPCCW_Renew - NSP Conceal & Carry	783	\$4.50	\$42,564.50	\$39,050.00	\$3,514.50	\$702.90	\$2,811.60
NSPApptFee	998	\$4.50	\$54,862.75	\$51,774.25	\$3,088.50	\$617.70	\$2,470.80
State Patrol Crime Report - Subscriber	1,524	Variable	\$23,577.00	\$19,502.70	\$4,074.30	\$814.86	\$3,259.44
Event Registration	423	10% of Fee	\$14,609.50	\$13,261.00	\$1,348.50	\$269.70	\$1,078.80
Sarpy_Stop	240	Variable	\$37,500.00	\$36,588.79	\$911.21	\$182.24	\$728.97
Medicaid & Long Term Care	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LPNNRD_Trees_Sale	0	Variable 0	0		\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable 0	0		\$0.00	\$0.00	\$0.00
recreation_program	0	Variable 0	0		\$0.00	\$0.00	\$0.00
order_form_LPNNRD	99	Variable	\$4,100.07	\$3,850.47	\$249.60	\$49.92	\$199.68
order_form_UBBNRD	0	Variable 0	0		\$0.00	\$0.00	\$0.00
Library_acct_mgmt	31	Variable	\$861.17	\$790.00	\$71.17	\$14.23	\$56.94
Utility_payment	1,765	Variable	\$264,717.43	\$257,831.77	\$6,885.66	\$1,377.13	\$5,508.53
SarpyCommunityCorrections	26	Variable	\$3,089.94	\$2,970.45	\$119.49	\$23.90	\$95.59
SARPY_VEHINSP	48	Variable	\$1,880.54	\$1,752.75	\$127.79	\$25.56	\$102.23
OTLPAYMENT	16	Variable	\$21,532.85	\$21,382.80	\$150.05	\$30.01	\$120.04
59PlanningDept	72	Variable	\$31,416.47	\$30,705.24	\$711.23	\$142.25	\$568.98
gretna_occ_tax	33	Variable	\$43,332.83	\$43,233.83	\$99.00	\$19.80	\$79.20
hastings_multi_payment	0	Variable 0	0	**	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	22	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable 0	0	0.40.00	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
ded_programs_payment	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOIRENEW	0	Variable	\$162.01	\$150.01	\$12.00	\$2.40	\$9.60
Micellanious Charge for Swipers	100.459	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	190,458	Variable Variable	\$11,427.48	\$0.00	\$11,427.48 \$0.00	\$2,285.50	\$9,141.98
NBC_Inspections NBC_NIRFLFee	683	Variable Variable	\$92,881.12	\$92,881.12	\$0.00 \$4,207.44	\$0.00 \$841.49	\$0.00 \$3,365.95
	70,124	Variable Variable	\$4,207.44	\$0.00 \$55,684.35			
NBC_NISaleBarn	84 65 511		\$55,684.35 \$3,030,66		\$0.00	\$0.00 \$786.13	\$0.00 \$3.144.53
NBC_NISaleBarnF NBC_RFLRenewal	65,511	Variable Variable	\$3,930.66 \$50.287.50	\$0.00 \$59,287.50	\$3,930.66	\$786.13 \$0.00	\$3,144.53
	8 104	Variable Variable	\$59,287.50 \$42,437.05		\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
NBC_NIPackLock NBC_NIPackLockF	104	Variable Variable	\$42,437.95	\$42,437.95	\$0.00 \$2.005.62	\$0.00 \$500.12	\$0.00 \$2.306.50
NBC_NIPackLockF BOGRENEW	49,927 0	Variable \$3.25	\$2,995.62 \$0.00	\$0.00 \$0.00	\$2,995.62 \$0.00	\$599.12 \$0.00	\$2,396.50 \$0.00
		გვ.∠ვ Variable	\$0.00 \$6,500.00	\$0.00 \$4,062.50		\$0.00 \$487.50	
dhhscentred Neuhscriber	1,625 0	Variable Variable	\$6,500.00 \$0.00		\$2,437.50 \$0.00	\$487.50 \$0.00	\$1,950.00 \$0.00
dhhscentregLN-subscriber dhhscentreg	3,382	\$1.50	\$0.00 \$16,021.00	\$0.00 \$10,952.50	\$0.00 \$5,068.50	\$0.00 \$1,013.70	\$0.00 \$4,054.80
amsomicy	3,302	ψ1.50	ψ10,021.00	ψ10,332.30	ψυ,υυυ.υυ	ψ1,013.70	ψ+,υυ4.ου

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dhhscentregDHL	7,97		\$1.50	\$39,875.00	\$27,912.50	\$11,962.50	\$2,392.50	\$9,570.00
REVENUE_FEE	5,69		\$1.75	\$9,968.00	\$0.00	\$9,968.00	\$1,993.60	\$7,974.40
MVILB_Renewal SUBTOTAL		0	Variable 0		20 072 265 02	\$0.00	\$0.00	\$0.00
SUBTUTAL	1,528,090.0	U		21,643,048.65	20,972,265.03	679,644.42	135,928.88	543,715.54
Transaction Complete Not Subject to the 200/ St	alit with the Nabraaka (State D	la a a veda Da a	امد				
Transaction Services Not Subject to the 20% Sp	olit with the Nebraska	state R	ecoras Boa	ira				
Service/Volume Processed	No. of Record	c 00 no	r Pacard	Total Revenue	Agency Share N	II Gross Sharo	NI	l Share
Service/Volume Processed	No. of Necolu	s ee pe	Record	Total Nevellue	Agency Snale N	ii Gioss Silaie	INI	i Silai e
Court Records (Justice) Per Record	147,43	1	\$1.00	\$147,431.00	73,715.50	73,715.50		\$73,715.50
Court Records (Justice) Monthly	9		\$500.00	\$46,500.00	\$23,250.00	23,250.00		\$23,250.00
Court Records (Justice) Credit Card Searches	98		\$15.00	\$14,790.00	\$7,395.00	7,395.00		\$7,395.00
Court E-Filing	17,25		\$1.00	\$17,252.00	\$0.00	17,252.00		\$17,252.00
COURTRECORDF		– 2 Varia		\$3,000.00	\$0.00	3,000.00		\$3,000.00
COURTRECORDU		2 Varia		\$2,000.00	\$0.00	2,000.00		\$2,000.00
COURTAPELFILE	39		\$2.00	\$796.00	\$0.00	796.00		\$796.00
AOCCERTGS	5		Variable	\$430.16	\$335.00	95.16		\$95.16
COURTAPPTFILE		4	variable	\$200.00	\$0.00	200.00		\$200.00
Courtiudge	13		\$50.00	\$6,600.00	\$0.00	\$6,600.00		\$6,600.00
Court Citations	4,78		Variable	\$719,492.89	\$705,713.39	13,779.50		\$13,779.50
AOC Cert Authority	2		Variable	\$707.90	\$650.00	57.90		\$57.90
Court Payments	2,88		Variable	\$1,123,587.66	\$1,107,522.20	16,065.46		\$16,065.46
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	76	5	Variabl	\$3,608.00	\$1,619.00	\$1,989.00		\$1,989.00
Sccalessubscr	83	2	Variable	\$832.00	\$416.00	416.00 `		\$416.00
SUBTOTAL	175,65	1		2,087,827.61	1,921,216.09	166,641.52		166,641.52
								\$47,554.47
Other Revenue Not Subject to the 20% Split wit	h the Nebraska State F	Records	s Board					
Other Revenue/Adjustments	Number	Fee p	per Item T	otal Revenue	N	II Gross Share	NI	l Share
One what One a shall Break and				0404 454 00		#404 454 00		0404 454 00
Grants/ Special Projects	# 000 0	0	hla	\$104,451.83		\$104,451.83		\$104,451.83
Subscriptions - New	\$690.0			\$69,000.00		\$69,000.00		\$69,000.00
Renewal		1 varial	bie	50.00		50.00		50.00
Billing Minimums/Adjustments		0		0.00		0.00		0.00
Revenue Affecting adjustments								
CURTOTAL				\$472 E04 02		¢472 E04 02		
SUBTOTAL				\$173,501.83		\$173,501.83		
Other Applications Maintained and Supported -	No Povenue							
Other Applications maintained and Supported -	140 IVEACUING							
Service/Volume Processed	No. of Transaction	s ee ne	er Record	Total Revenue	Agency Share N	II Share		
Col vices volume i 10003360	No. or mansaction	o ee pe	. Necolu	i otai itevellue	Agency onaie N	Jilai e		
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		0	17.00	0.00	0.00	0.00		
LCC -Tax Payments	3		variable	2,799,643.00	2,799,643.00	0.00		
COURTEFILESUB	17,24		variable	\$504,866.50	\$504,866.50	0.00		
PSCREMIT	29		variable	\$4,838,256.09	\$4,838,256.09	0.00		
WCCSUB	10		variable	\$1,619.00	\$1,619.00	0.00		
SUBTOTAL	17,67		Tariabio	\$8,144,384.59	\$8,144,384.59	\$0.00		
	17,07	•		ψο, ι ι τ,σο τ ισσ	\$0,111,004,00	Ψ0.00		

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 ncoln, 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 1	NSRB Share (2 N	II Share (80%)
DMV- DLR - Batch	10,603	\$7.50	\$79,522.50	\$68,919.50	\$10,603.00	\$2,120.60	\$8,482.40
DMV- DLR - Monitoring Fee	696,085	\$0.06	\$41,765.10	\$27,843.40	\$13,921.70	\$2,784.34	\$11,137.36
DMV- DLR - Interactive	64,921	\$7.50	\$486,907.50	\$421,986.50	\$64,921.00	\$12,984.20	\$51,936.80
DMV- DLR - Certified	3	\$7.50	\$22.50	\$19.50	\$3.00	\$0.60	\$2.40
DMV- DLR - Certified Transcript	74	\$8.50	\$629.00	\$555.00	\$74.00	\$14.80	\$59.20
DMV-SRIND	216	\$0.50	\$108.00	\$0.00	\$108.00	\$21.60	\$86.40
DMV-SRBULK	4,467	\$0.15	\$670.05	\$0.00	\$670.05	\$134.01	\$536.04
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,416	\$7.50	\$10,620.00	\$9,204.00	\$1,416.00	\$283.20	\$1,132.80
DMV - Driver License Renew	16,844	Varia	\$468,204.00	\$445,554.50	\$22,649.50	\$4,529.90	\$18,119.60
DMVOTC	7,176	Varia	\$180,186.25	\$170,293.00	\$9,893.25	\$1,978.65	\$7,914.60
DMVOTC_CASH	23,039	Varia	\$541,384.00	\$541,384.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,985	\$1.00	\$18,985.00	\$7,594.00	\$11,391.00	\$2,278.20	\$9,112.80
DMV- TLR - batch	19,536	\$1.00	\$19,536.00	\$7,814.40	\$11,721.60	\$2,344.32	\$9,377.28
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	27	\$18.00	\$486.00	\$270.00	\$216.00	\$43.20	\$172.80
DMV - Reinstatement	1,552	\$3.00	\$120,806.00	\$116,150.00	\$4,656.00	\$931.20	\$3,724.80
DMV - IRP	340	Variable	\$485,653.35	\$483,080.36	\$2,572.99	\$514.60	\$2,058.39
DMV - IFTA	1,470	Variable	\$567,920.99	\$564,240.09	\$3,680.90	\$736.18	\$2,944.72
DMVSPLATE	581	Variable	\$8,203.00	\$6,460.00	\$1,743.00	\$348.60	\$1,394.40
DMVSPLATEMESS	891	Variable	\$46,503.00	\$43,830.00	\$2,673.00	\$534.60	\$2,138.40
DMV - SingleTripPermit	745	Variable	\$31,088.00	\$28,550.00	\$2,538.00	\$507.60	\$2,030.40
DMV - Motor Vehicle Renewals	50,811	Variable	\$10,530,113.07	\$10,267,301.40	\$262,811.67	\$52,562.33	\$210,249.34
DMV_Fleets	39	Variable	\$142,356.90	\$141,648.55	\$708.35	\$141.67	\$566.68
DMV_DAS	697	Variable	\$63,967.00	\$52,861.00	\$11,106.00	\$2,221.20	\$8,884.80
HHSS - Health Practitioner Lists	78	Variable	\$4,510.00	\$0.00	\$4,510.00	\$902.00	\$3,608.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,620.00	\$0.00	\$2,620.00	\$524.00	\$2,096.00
HHSS - Health License Monitoring	149,434	Variable	\$1,494.34	\$0.00	\$1,494.34	\$298.87	\$1,195.47
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$99.47	\$0.00	\$99.47	\$19.89	\$79.58
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		\$1.00 0	0		\$0.00	\$0.00	\$0.00
LCC Local Renewals		Variable 0	0		\$0.00	\$0.00	\$0.00
LOCLCCNEW		Variable 0	0		\$0.00	\$0.00	\$0.00
LCC_Orders	9	Variable	\$1,015.39	\$977.44	\$37.95	\$7.59	\$30.36
LCC_SDL	178	Variable	\$10,734.17	\$10,240.00	\$494.17	\$98.83	\$395.34
SED - Electrical Permits	821	4% of Fee	\$77,594.91	\$74,673.50	\$2,921.41	\$584.28	\$2,337.13
SED - Electrician License Renewal	14	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	268	3.00	\$6,164.00	\$5,360.00	\$804.00	\$160.80	\$643.20
SED - License List	6	Variable	\$160.00	\$130.00	\$30.00	\$6.00	\$24.00
SEDEXAM3 - Exam Application (\$3 fee)	49	3.00	\$3,087.00	\$2,940.00	\$147.00	\$29.40	\$117.60
SEDEXAM5 - Exam Application (\$5 fee)	15	5.00	\$1,950.00	\$1,875.00	\$75.00	\$15.00	\$60.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,810	\$2/vari	\$191,144.90	\$184,430.00	\$6,714.90	\$1,342.98	\$5,371.92
SOS - Corp filings (Foreign/Domestic Corporation	-2	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,551	Variabl	\$6,671.25	\$3,658.10	\$3,013.15	\$602.63	\$2,410.52
SOS - CollectionRenew 0		Variabl 0	0		\$0.00	\$0.00	\$0.00

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)	67	Varia	\$3,030.00	\$1,515.00	\$1,515.00	\$303.00	\$1,212.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	785	\$6.50	\$5,102.50	\$1,962.50	\$3,140.00	\$628.00	\$2,512.00
SOS - Corpcogs	4	\$10.00	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,550	\$0.45	\$1,597.50	\$1,136.00	\$461.50	\$92.30	\$369.20
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	16	\$300.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Interactive Searches	4,303	\$4.50	\$19,363.50	\$15,060.50	\$4,303.00	\$860.60	\$3,442.40
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	574	Variabl	\$1,148.00	\$574.00	\$574.00	\$114.80	\$459.20
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	70	\$15.00	\$1,050.00	\$525.00	\$525.00	\$105.00	\$420.00
SOS - UCC ContinuationI Filings	880	\$11.00	\$9,680.00	\$8,360.00	\$1,320.00	\$264.00	\$1,056.00
SOS - UCC Original Filings	1,169	\$11.00	\$12,859.00	\$11,105.50	\$1,753.50	\$350.70	\$1,402.80
SOS - UCC Electronic Amendments	135	\$11.00	\$1,485.00	\$1,282.50	\$202.50	\$40.50	\$162.00
SOS - UCC Electronic Assignments	6	\$11.00	\$66.00	\$57.00	\$9.00	\$1.80	\$7.20
SOS - UCC Electronic Collateral Amendments	34	\$11.00	\$374.00	\$323.00	\$51.00	\$10.20	\$40.80
SOS - UCC Images	7,158	\$0.45	\$3,221.10	\$2,290.56	\$930.54	\$186.11	\$744.43
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	205	Variable	\$2,255.00	\$1,947.50	\$307.50	\$61.50	\$246.00
SOS - UCCASSIGN_BULK	5	Variable	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCCCOLLAMEND	14	Variable	\$154.00	\$133.00	\$21.00	\$4.20	\$16.80
SOS - UCCCONT_BULK	329	Variable	\$3,619.00	\$3,125.50	\$493.50	\$98.70	\$394.80
SOS - UCCORIG_BULK	810	Variable	\$8,910.00	\$7,695.00	\$1,215.00	\$243.00	\$972.00
SOS - EFS Interactive Searches	776	\$4.50	\$3,492.00	\$2,716.00	\$776.00	\$155.20	\$620.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	229	\$11.00	\$2,519.00	\$2,175.50	\$343.50	\$68.70	\$274.80
SOS - EFS Original Filings	135	\$11.00	\$1,485.00	\$1,282.50	\$202.50	\$40.50	\$162.00
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	80	5.00	\$7,490.00	\$7,395.00	\$295.00	\$59.00 \$10.00	\$236.00
NBPA Renewals TPE NREC - Real Estate Commission Services	19 0	Variable 3% of Fee	\$625.00 \$0.00	\$530.00 \$0.00	\$95.00 \$0.00	\$19.00 \$0.00	\$76.00 \$0.00
E&A - Engineers & Architects License Renewal	5	5% of Fee	\$680.00	\$680.00	\$34.00	\$6.80	\$27.20
E&A - Engineers & Architects	44	5% of Fee	\$6,600.00	\$6,600.00	\$330.00	\$66.00	\$264.00
Water Well Registrations	180	5% of Fee	\$14,210.00	\$13,215.30	\$994.70	\$198.94	\$795.76
REV - Motor Fuels Tax Filing	618	\$0.25	\$154.50	\$0.00	\$154.50	\$30.90	\$123.60
NDOA - Applicator permits	57	Variable	\$3,310.00	\$3,167.00	\$143.00	\$28.60	\$114.40
NDOA - AGAERIAL LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	2,459	Variable	\$731,192.45	\$722,140.12	\$9,052.33	\$1,810.47	\$7,241.86
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	202	Variable	\$761,994.20	\$761,142.66	\$851.54	\$170.31	\$681.23
NDOA - AGSMALL PACKAGE	2	Variable	\$1,875.00	\$1,871.50	\$3.50	\$0.70	\$2.80
NDOA - AG EURO CORN	1	Variable	\$76.87	\$73.25	\$3.62	\$0.72	\$2.90
NDOA - AG_EURO_CORN_CERT 0		Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	590	Variable	\$512,356.47	\$509,735.90	\$2,620.57	\$524.11	\$2,096.46
NDOA - AGFIRM_REGISTRATION	7	Variable	\$112.23	\$99.50	\$12.73	\$2.55	\$10.18
NDOA - AGGFAL_Renew	2	Variable	\$30.37	\$26.50	\$3.87	\$0.77	\$3.10
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,205.15	\$23,198.15	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	5	Variable	\$38,755.39	\$38,746.64	\$8.75	\$1.75	\$7.00
NDOA - Food License Renewals	3,048	Variable	\$524,876.11	\$513,092.42	\$11,783.69	\$2,356.74	\$9,426.95
NDOA - AGMILK_RENEW	108	Variable	\$13,099.17	\$12,686.00	\$413.17	\$82.63	\$330.54
NDOA - AGPESTKELLY	0	Variable 0	0		\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	48	Variable	\$7,643.38	\$7,437.75	\$205.63	\$41.13	\$164.50
NDOA - AG_CervineFacility Permit	0	Variable 0	0	***	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	37	Variable	\$37,155.61	\$37,039.39	\$116.22	\$23.24	\$92.98
NDOA - AGNURSERY_RENEW	0	Variable 0	0	0010.75	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	3	Variable	\$253.14	\$243.75	\$9.39	\$1.88	\$7.51

NODA - Persola Character Normal Character Nor	NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$76.87	\$71.50	\$5.37	\$1.07	\$4.30
NODA - APESIDEAL NEW 3								
NDOA- AGPESTDEAL, NEW 3 Variable 570.24 \$99.75 \$8.40 \$1.30 \$5.10 \$0.00 \$0.00 \$7					¥200.20			
NDCA - Governor Ag Conference 0 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$5.00					\$69.75			
SPM Freworks 10					,			
SFM_Fireworks Display Permits		23		\$258.75	\$230.00			
SPM_BILLENTOR					,			
SFM_ELEVATOR_CC%	SFM BOILER	58	Variable	\$6,163.00	\$6,163.00			
SFME_IEWATOR_CC/s 45 Variables 31,40,72 \$14,072 \$14,072 \$14,072 \$15,477,784 \$21,773,777 OTC-Outmet payment 22,735 Variables \$2,348,449,7148,23 \$5,497,798,100 \$2,848,44 \$50,00 \$2,848,44 \$50,00 \$2,248,44 \$50,00 \$2,248,44 \$50,00 \$2,248,44 \$50,00 \$2,248,44 \$50,00 \$2,248,44 \$50,00 \$2,248,44 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$50,00 \$2,248,64 \$10,00 \$2,248,64 \$10,00			Variable					
OTC Bilblack	SFM ELEVATOR CC%	45	Variable	\$9,140.72	\$9,140.72	\$274.22	\$54.84	\$219.38
PropertyTax Payments 2.224 Variable S8JR7.201.07 S8JR4.775.22 S27.275.55 S5.050.51 S22.022.04 PropertyTaxCTC 90 Variable S187,143.71 S185,075.00 S2,163.03 S1,027.26 S41,190.94 NDOL, OVER, PMT 76 Variable S34,481.35 S33,343.75 S52.068.51 S41,365.75 S10,000 S10,000 S41,000 S10,000 S41,000	OTC-Over the counter payment	22,795	Variable	\$4,907,446.23	\$4,847,799.18	\$59,647.05	\$11,929.41	\$47,717.64
PropertyTaxOTC	OTC Billback	363	Variable	\$2,834.84	\$0.00	\$2,834.84	\$566.97	\$2,267.87
NDOL Over Neptr	PropertyTax Payments	2,234	Variable	\$9,872,301.07	\$9,844,773.52	\$27,527.55	\$5,505.51	\$22,022.04
NDOL CAX PMT	PropertyTaxOTC	90	Variable	\$187,143.71	\$185,074.02	\$2,069.69	\$413.94	\$1,655.75
NDOL TAX_PMT	NDOL - Contractor Registration	1,678		\$54,291.30	\$49,155.00	\$5,136.30	\$1,027.26	\$4,109.04
NEROADS - DOT Hermits 10,172	NDOL_OVR_PMT		Variable	\$34,461.35	\$33,934.72		\$105.33	
NEROADS - DOT Hay 87			Variable					
NERCADS-NDOTEMS	-			· ·				
NEROADS - NDOTSPEPMTS								
NEROADS - NDOTPERMITS	—							
State Patrol Crime Report								
NSPCOW Renew - NSP Conceal & Carry 677 \$4.50 \$36,842.00 \$33,800.00 \$30,42.00 \$608.40 \$2,433.60 \$80.708.20 \$32,607.78 \$326.908 \$2,2107.82 \$32,843.77 \$326.908 \$2,2107.82 \$32,843.77 \$326.908 \$2,2107.82 \$32,843.60 \$341.00 \$32,440 \$40.865.10 \$311.00 \$32,840.80 \$32,840								
SPAPApplFee	•							
Sale Partol Crime Report - Subscriber 1,519 Variable \$23,285.50 \$19,411.40 \$4,085.10 \$817.02 \$32,286.08 \$152.742.72 \$272.72 \$279.73 \$10.70								
Event Registration					. ,			
Sarpy Stop 217 Variable Medicald & Long Term Care 1 \$1.75 \$45.00 \$45.00 \$1.75 \$0.35 \$14.00 LPNNRD_Trees_Sale 0 Variable 0 0 0 \$50.00 \$0.00 \$0.00 City of Waverly Socer registration (TPE) 0 Variable 0 0 \$0.00 \$0.00 \$0.00 creer-ation_program 220 Variable 0 \$13.99.16 \$97.81 \$19.56 \$78.25 order_form_LPNNRD 38 Variable 0 \$1.398.16 \$97.81 \$19.56 \$78.25 order_form_LBBNRD 0 Variable 0 \$422.08 \$393.99 \$28.09 \$5.62 \$22.47 Ulity_payment 1,787 Variable 0 \$321,105.73 \$313.875.96 \$72.297 \$144.59 \$57.83.82 SarpyCommunityCorrections 23 Variable 0 \$32,105.73 \$313.875.96 \$72.297 \$145.95 \$57.838.2 SarpyCommunityCorrections 23 Variable 0 \$32.405.93 \$14.00 \$10.00 \$10.00 \$10.00	•							' '
Medicaid & Long Term Care								
LPNNRD_Trees Sale 0								
City of Waverly Soccer Registration (TPE) 0 Variable of cereation_program \$12,045.94 \$11,425.00 \$62.09 \$12.11 \$406.75 order_form_LPNNRD 38 Variable \$12,045.94 \$11,435.00 \$80.00 \$19.56 \$78.25 order_form_UBBNRD 0 Variable \$42.08 \$393.99 \$28.09 \$5.62 \$22.47 Ulity_payment 1.787 Variable \$321,105.73 \$313,875.96 \$72.29.77 \$1,445.95 \$5,783.82 SarpyCommunityCorrections 23 Variable \$1,950.58 \$11,824.50 \$126.08 \$29.24 SARPY_VEHINSP 46 Variable \$1,950.58 \$1,824.50 \$126.08 \$25.22 \$100.86 OTLPAYMENT 36 Variable \$42,286.79 \$41,150.19 \$1,136.60 \$227.32 \$909.28 SpelanningDept 75 Variable \$44,270.31 \$44,195.31 \$75.00 \$10.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00					\$45.00			
Pecreation_program 220								
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dhhscentreg	3,050	\$1.50	\$14,552.00	\$9,984.50	\$4,567.50	\$913.50	\$3,654.00
dhhscentregDHL	8,004	\$1.50	\$40,020.00	\$28,014.00	\$12,006.00	\$2,401.20	\$9,604.80
REVENUE_FEE	4,139	\$1.75	\$7,243.25	\$0.00	\$7,243.25	\$1,448.65	\$5,794.60
MVILB_Renewal	0	Variable 0	0		\$0.00	\$0.00	\$0.00
SUBTOTAL	1,454,433.00		33,288,755.40	32,585,325.46	704,638.91	140,927.78	563,711.13

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 NII Gross Share		NII Share
Court Records (Justice) Per Record	140,480	\$1.00	\$140,480.00	70,240.00	70,240.00	\$70,240.00
Court Records (Justice) Monthly	93	\$500.00	\$46,500.00	\$23,250.00	23,250.00	\$23,250.00
Court Records (Justice) Credit Card Searches	915	\$15.00	\$13,725.00	\$6,862.50	6,862.50	\$6,862.50
Court E-Filing	16,111	\$1.00	\$16,111.00	\$0.00	16,111.00	\$16,111.00
COURTRECORDF	2 Variable		\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	2 Variable		\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	371	\$2.00	\$742.00	\$0.00	742.00	\$742.00
AOCCERTGS	44	Variable	\$331.07	\$250.00	81.07	\$81.07
COURTAPPTFILE	6	variable	\$300.00	\$0.00	300.00	\$300.00
Courtjudge	134	\$50.00	\$6,700.00	\$0.00	\$6,700.00	\$6,700.00
Court Citations	5,634	Variable	\$784,930.48	\$768,744.58	16,185.90	\$16,185.90
AOC_Cert_Authority	15	Variable	\$409.93	\$375.00	34.93	\$34.93
Court Payments	2,806	Variable	\$1,061,270.12	\$1,046,732.01	14,538.11	\$14,538.11
Lobbyist Registration	7	\$0.05	\$1,400.00	\$1,400.00	70.00	\$70.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	571	\$3.00	\$1,713.00	\$0.00	\$1,713.00	\$1,713.00
Sccalessubscr	767	Variable	\$767.00	\$383.50	383.50 `	\$383.50
SUBTOTAL	167,958		2,080,379.60	1,918,237.59	162,212.01	162,212.01
						\$40,147.33

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		\$494.00 variable 2 variable 0	\$75,971.33 \$49,400.00 100.00 0.00	\$75,971.33 \$49,400.00 100.00 0.00	\$75,971.33 \$49,400.00 100.00 0.00
SUBTOTAL			\$125,471.33	\$125,471.33	

Other Applications Maintained and Supported - No Revenue

No. of Transactions ee	Total Revenue	Agency Share NII Share		
0	5.00	0.00	0.00	0.00
0	75.00	0.00	0.00	0.00
0	17.00	0.00	0.00	0.00
36	variable	3,241,816.00	3,241,816.00	0.00
16,111	variable	\$465,257.10	\$465,257.10	0.00
416	variable	\$4,934,410.58	\$4,934,410.58	0.00
98	variable	\$1,470.00	\$1,470.00	0.00
16,661		\$8,642,953.68	\$8,642,953.68	\$0.00
	0 0 0 36 16,111 416 98	0 75.00 0 17.00 36 variable 16,111 variable 416 variable 98 variable	0 5.00 0.00 0 75.00 0.00 0 17.00 0.00 36 variable 3,241,816.00 16,111 variable \$465,257.10 416 variable \$4,934,410.58 98 variable \$1,470.00	0 5.00 0.00 0.00 0 75.00 0.00 0.00 0 17.00 0.00 0.00 36 variable 3,241,816.00 3,241,816.00 16,111 variable \$465,257.10 \$465,257.10 416 variable \$4,934,410.58 \$4,934,410.58 98 variable \$1,470.00 \$1,470.00