

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

State of Nebraska )  
Lancaster County ) SS.

**NOTICE OF PUBLIC MEETING**  
Notice is hereby given that the public meeting of the Nebraska State Records Board is scheduled for June 9, 2021 at 9:00 AM, will be held at 1221 N Street, 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 be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at [staterrecords-board.nebraska.gov](http://staterrecords-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/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.  
975472 1t May 5 ZNEZ

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

ORDER NUMBER 975472

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

One successive times(s) the first insertion having been on May 5, 2021 and thereafter on \_\_\_\_\_, 20\_\_\_\_ and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

*Alegan [Signature]*

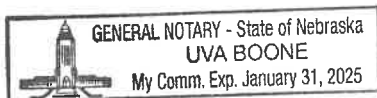
Section: Class Legals  
Category: 0099 LEGALS  
PUBLISHED ON: 05/05/2021

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

Subscribed in my presence and sworn to before me on

May 5, 2021  
L. Boone Notary Public



ORGANIZATION Nebraska State Records Board	ACTIVITY Meeting
DATE OF ACTIVITY 06/09/2021	TIME OF ACTIVITY 9:00 AM Central
LOCATION 1201 N Street 2nd Floor Conference room	DETAILS Quarterly Meeting
MEETING AGENDA <a href="https://staterecordsboard.nebraska.gov/meetings">https://staterecordsboard.nebraska.gov/meetings</a>	MEETING MATERIALS <a href="https://staterecordsboard.nebraska.gov/meetings">https://staterecordsboard.nebraska.gov/meetings</a>
NAME Colleen Byelick Chief Deputy SOS, General Counsel	EMAIL <a href="mailto:colleen.byelick@nebraska.gov">colleen.byelick@nebraska.gov</a>
ADDRESS State Capitol Rm 2300 Lincoln, NE	AGENCY WEBSITE <a href="https://staterecordsboard.nebraska.gov/">https://staterecordsboard.nebraska.gov/</a>
TELEPHONE (402) 471-8076	
FAX (402) 471-3237	

# NEBRASKA STATE RECORDS BOARD AGENDA

1201 N Street, 2<sup>nd</sup> Floor Conference Room

June 9, 2021 9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES  
**Action Item:** Approval of March 25, 2021 meeting minutes.
6. APPROVAL OF FINANCIAL REPORT  
**Action Item:** Approval of Cash Fund Balance Report
7. PUBLIC COMMENT
8. NEW SERVICES
  - a) TeleGov – appointment scheduling platform (no fee service).
  - b) Prompt Pay – allows agency to send link to customer via text or email to collect payment (fee based upon existing service; no new fee proposed).
  - c) CheckFreePay – allows for cash payments at retail stores
    1. **Action Item:** Approve proposed template addendum for CheckFreePay and proposed fee of \$1.25 per transaction.
9. APPROVE CHANGES TO APPENDIX E
  - a) **Action Item:** Add TeleGov, CheckFreePay, and AppEngine to the list of Electronic Government Services in Appendix E of the Contract between the Nebraska State Records Board and Nebraska Interactive, LLC.
10. EXECUTIVE DIRECTOR'S REPORT
  - a) Review of Template Agreements  
(Signed by Chairperson Evnen pursuant to Board authority)
    1. **Non-Action Item:** EGSLA – Auditor of Public Accounts, City of Beaver City, Village of Clearwater, City of Fairbury, City of Gordon, Village of Greenwood, City of Gretna, Village of Lodgepole, Department of Motor Vehicles, Village of Otoe, Village of Palmyra, Public Accountancy Board, Retirement Systems, City of St. Paul, City of Wymore
    2. **Non-Action Item:** Business Payment Processing – City of Gretna, Public Accountancy,
    3. **Non-Action Item:** Citizen Payment Processing – City of Fairbury, City of St. Paul, Sarpy County (Multiple), Department of Transportation, City of Wymore
    4. **Non-Action Item:** PayPort – City of Beaver City, Village of Clearwater, Village of Greenwood, Village of Otoe, Village of Palmyra

5. **Non-Action Item:** Statement of Work (SOW) – Liquor Control Commission, Lower Elkhorn NRD, Public Employees Retirement Systems

b) Review of Project Status Report

c) Report on Termination of DHHS Birth Certificate Service

11. NEBRASKA INTERACTIVE REPORTS

a) **Action Item:** Project Priority Report for Q1

b) **Action Item:** Review February 26, 2021 payment outage and determine whether the outage should result in the assessment of a penalty to Nebraska Interactive, LLC.

c) General Manager's Report

12. DATE FOR NEXT MEETING

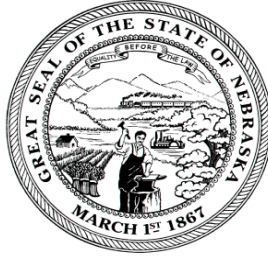
TBD

LOCATION: 1201 N Street, 2<sup>nd</sup> Floor Conference Room

13. ADJOURNMENT

Last Updated 06/02/2021





## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of March 25, 2021

**Agenda Item 1. CALL TO ORDER, ROLL CALL.** The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairperson Robert B. Evnen at 9:00 a.m. on March 25, 2021.

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

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

Members absent:

Russ Karpisek, representing the Auditor of Public Accounts

Vacant member positions:

Representative of the Libraries  
Representative the Banking Industry

Staff in attendance:

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

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

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on March 5, 2021, and on the state's public meeting calendar website. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.** The Chairperson brought to the Board’s attention the adoption of the agenda. Ms. Stenger moved to approve the Agenda as presented. Mr. Foley seconded the motion.

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

Voting Against:                  None

Absent:                                  Karpisek

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.** The Chairperson asked for a motion to approve the minutes of the December 18, 2020 meeting. Mr. Foley moved to approve the minutes as presented, Mr. Weir seconded the motion. There was no further discussion.

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

Voting Against:                  None

Absent:                                  Karpisek

The motion carried.

**Agenda Item 6. APPROVAL OF FINANCIAL REPORT.** Colleen Byelick, Chief Deputy and General Counsel for the Secretary of State provided an overview of the December 31, 2020 Cash Fund Balance Report. Chairman Evnen explained how some of the funds would be used for the move of the State Records Center. Mr. Foley moved to approve the Cash Fund Balance report. Ms. Stenger seconded the motion. There was no further discussion.

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

Voting Against:                  None

Absent:                                  Karpisek

The motion carried.

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

**Agenda Item 8. EXECUTIVE DIRECTOR’S REPORT**

**Agenda Item 8.a. REVIEW OF TEMPLATE AGREEMENTS:** Ms. Byelick indicated the EGSLAs, Business Payment Processing, PayPort, and SOWs that were signed pursuant to Board Authority.

**Agenda Item 8.b. REVIEW OF PROJECT STATUS REPORTS:** Ms. Byelick presented information related to the status of various active projects based upon feedback from the state agency partners.

**Agenda Item 9. NEBRASKA INTERACTIVE REPORTS.**

**Agenda Item 9.a. Consider renewal or extension of First Amendment to the Contract for Services between the NSRB and Nebraska Interactive, LLC.** Ms. Donley moved to Renew the First Amendment to the Contract for the remainder of the Contract term, seconded by Mr. Ojeda. Mr. Sloan, Director of Operations for Nebraska Interactive, presented an analysis regarding the benefits to state agencies on the additional training Nebraska Interactive provided to its staff and the reduction on state agency content management spend. Mr. Jackson indicated that the use case presented to him satisfied his concerns.

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

**Agenda item 9.b. Nebraska Interactive LLC Business Plan for 2021 (Revised):** Mr. Hoffman presented the revised business plan for 2021 and answered questions from the Board regarding the plan. Mr. Foley moved to accept the Nebraska Interactive LLC Business Plan for 2021, Ms. Donley seconded the motion.

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

The motion carried.

**Agenda Item 9.c. Project Priority Report Q4:** Mr. Hoffman provided a brief overview of the report. Mr. Hoffman introduced Jay Sloan, the new Director of Operations for Nebraska Interactive. Mr. Sloan discussed new operational processes that Nebraska Interactive was implementing. Mr. Ojeda moved to approve the Project Priority Report, which was seconded by Ms. Stenger. There was no further discussion.

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

Voting Against: None

Absent: Karpisek

The motion carried.

**Agenda Item 9.d. General Manager’s Report:** Mr. Hoffman indicated that Fiserv had an outage that impacted county payment processing. Mr. Hoffman indicated he would be presenting a letter regarding the outage at the next Board meeting. Mr. Hoffman indicated that the company remained strong through the fourth quarter and discussed the impact of COVID-19 on the business revenue and expenses. Mr. Hoffman discussed security issues mitigated during the fourth quarter and PCI compliance.

**Agenda Item 10. DATE FOR NEXT MEETING.** The Chairperson announced the next NSRB meeting is tentatively scheduled for June 10, 2021, at 9:30 a.m., 1221 N Street 2<sup>nd</sup> Floor Conference Room.

**Agenda Item 11. ADJOURNMENT.** The Chairperson declared the meeting adjourned at 10:15 a.m.

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

\_\_\_\_\_  
Date

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**January 1, 2021, through March 31, 2021**  
 With comparative figures for January 1, 2020, through March 31, 2020  
**FY 20-21**

	<u>Jan 2021</u>	<u>Prior Year Jan 2020</u>	<u>Feb 2021</u>	<u>Prior Year Feb 2020</u>	<u>Mar 2021</u>	<u>Prior Year Mar 2020</u>	<u>Year to Date FY 20-21</u>	<u>Year to Date FY 19-20</u>
<b>Revenues:</b>								
Sale of Subscriber Services	\$1,025,043.04	\$956,276.16	\$1,154,483.99	\$1,218,084.55	\$1,142,194.84	\$1,125,299.35	\$9,675,076.26	\$9,494,967.52
General Business Fees	\$30.00	\$67.00	\$64.00	\$25.00	\$43.00	\$47.00	\$478.00	\$463.00
Driver Records	\$484.00	\$845.33	\$824.92	\$331.00	\$254.00	\$565.00	\$5,300.20	\$4,464.33
Investment Income	\$3,753.94	\$2,801.50	\$3,433.24	\$2,802.79	\$3,717.93	\$2,895.26	\$28,693.58	\$20,603.31
<b>Total</b>	<b>\$1,029,310.98</b>	<b>\$959,989.99</b>	<b>\$1,158,806.15</b>	<b>\$1,221,243.34</b>	<b>\$1,146,209.77</b>	<b>\$1,128,806.61</b>	<b>\$9,709,548.04</b>	<b>\$9,520,498.16</b>
<b>Expenditures:</b>								
State Agency Transfers	\$697,206.18	\$656,531.64	\$800,135.61	\$866,808.98	\$814,054.44	\$784,785.50	\$6,651,594.10	\$6,542,977.32
NIC	\$0.00	\$200,857.28	\$205,653.76	\$236,555.04	\$419,061.18	\$220,604.77	\$1,871,554.15	\$1,991,323.66
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$12,831.35	\$11,348.53	\$12,795.95	\$11,348.56	\$12,795.73	\$11,348.72	\$115,623.44	\$126,240.66
Misc. Expense	\$786.06	\$954.62	\$901.94	\$913.06	\$1,112.42	\$899.93	\$9,954.11	\$11,860.94
<b>Total</b>	<b>\$710,823.59</b>	<b>\$869,692.07</b>	<b>\$1,019,487.26</b>	<b>\$1,115,625.64</b>	<b>\$1,247,023.77</b>	<b>\$1,017,638.92</b>	<b>\$8,648,725.80</b>	<b>\$8,672,402.58</b>
<b>Net Increase (Decrease)</b>	<b>\$318,487.39</b>	<b>\$90,297.92</b>	<b>\$139,318.89</b>	<b>\$105,617.70</b>	<b>(\$100,814.00)</b>	<b>\$111,167.69</b>	<b>\$1,060,822.24</b>	<b>\$848,095.58</b>
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$61,130.00)	(\$58,294.00)
<b>Fund Balance</b>	<b>\$2,968,671.98</b>	<b>\$1,420,017.47</b>	<b>\$3,107,990.87</b>	<b>\$1,525,635.17</b>	<b>\$3,007,176.87</b>	<b>\$1,636,802.86</b>	<b>\$3,007,176.87</b>	<b>\$1,636,802.86</b>
Fund Balance-Local Agency	\$548.91	\$539.41	\$549.57	\$540.42	\$550.26	\$541.43	\$550.26	\$541.43
<b>Records Management Cash Fund Balance</b>	<b>\$2,969,220.89</b>	<b>\$1,420,556.88</b>	<b>\$3,108,540.44</b>	<b>\$1,526,175.59</b>	<b>\$3,007,727.13</b>	<b>\$1,637,344.29</b>	<b>\$3,007,727.13</b>	<b>\$1,637,344.29</b>

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



## Summary

### **Project: TeleGov**

TeleGov is an NIC enterprise product. TeleGov is an appointment scheduling platform. State agencies could use the service to schedule in-office citizen visits, inspections, and more.

### **Current Process:**

Agencies utilize a different product or use a shared email-linked calendar. However, citizens are not able to link and submit appointments through that solution. Agencies can also manually schedule appointments.

### **Project Overview/Proposal:**

The objective of the service is to offer an appointment scheduling platform to state agencies using an NIC ELECTRONIC GOVERNMENT SERVICE. NIC would offer this electronic service at no cost to the agency or user.

### **Market Potential/Target Audience:**

Small agencies that have a need to manage in office appointments, to reduce the amount of people waiting for services.

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

This is a free service. Most large agencies have already implemented a scheduling/appointment tool.

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

The anticipated volume of users or transactions would vary based upon which agency utilizes the tool. We would estimate that approx. 5% of an agencies online user would utilize the scheduling platform.

### **Expected rate of return (in what time period):**

The agency would experience an elevate level of customer service by offering online appointment scheduling. Additionally, the agency would see time savings based on schedule management efficiencies.

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

NIC Nebraska has recently added additional resources to implement and manage online government products. NIC Nebraska is also cross training additional resources in order to support NIC enterprise products.

### **NI's risk (in providing this service):**

This product could evolve into a highly sought-after tool. Considering that NIC Nebraska plans to offer this product at no cost to the agency, if this product was widely utilized, NIC Nebraska would need to find revenue opportunities to support ongoing resources.



## Summary

### **Project: Prompt Pay**

Prompt Pay is an NIC Enterprise product that offers an additional payment channel to state partners. Prompt Pay allows a state agency to send payment links to customers via SMS text or email, either individually or in bulk. Agency admins can be on the phone with a citizen and instantly send a payment request to their smartphone. Prompt Pay received national attention in 2018 as Government Experience Award winner and was recognized by the National Association of State Chief Information Officers (NASCIO)

### **Current Process:**

Agencies would have to direct citizens to the agency payment site or take non-secure payments over the phone. The citizen could also come into the office to process payment.

### **Project Overview/Proposal:**

The objective of the service is to offer a more convenient way to make state payments for the citizen and the state agency. This would allow a secure channel for agencies to collect delinquent payments as well. There is no additional fee for this service. Citizens would pay the standard and previously approved payment processing fees. This solution is an NIC ELECTRONIC GOVERNMENT SERVICE.

### **Market Potential/Target Audience**

Target audience would include several groups such as agencies providing occupational permits and licenses. Also, payments that would previously be made over the phone, or when agencies are looking to collect past due debts.

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

There is no additional fee to utilize this payment channel. All fees for payment processing applies from previously approved addendum.

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

This is simply an additional form of receiving payment for agencies who charge fees and currently utilize NIC for payment processing. The volume of users will depend upon what application is utilizing this service. We would predict higher usage for applications with regularly scheduled payments. We anticipate less than 15% of all application users would utilize this service.

### **Expected rate of return (in what time period):**

NIC anticipates a 1% increase in organic growth. This additional payment channel may increase usage. State agencies would also be able to recover revenue using a PCI complainant channel, which otherwise may not have been available.

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

NIC Nebraska has recently added additional resources to implement and manage online government products. NIC Nebraska is also cross training additional resources to support NIC enterprise products. NIC Nebraska would realize an increase in expenses related to corporate support and development based on allocation methodology where NIC Nebraska is billed based on benefits received.

**NI's risk (in providing this service):**

There is very little risk to NIC Nebraska. There is more risk involved in agencies utilizing non PCI compliant payment methods, particularly those agencies who take payment over the phone.





## Summary

### **Project: CheckFreePay®**

CheckFreePay® (CFP) is an NIC enterprise payment solution that serves underbanked citizens. In partnership with Fiserv, CFP allows citizen to make payments to state agencies using cash a specific local merchant (Wal-Mart, Bakers).

### **Current Process:**

8.4 million households prefer to use cash as a means of payment, thus limiting their payment options. State agencies must conduct cash transactions in-office. Underbanked citizens are required to purchase prepaid card to make payments if the wish to transact business online.

### **Project Overview/Proposal:**

The objective of the service is to offer a more convenient way to make state payments for the underbanked population of Nebraska. NIC is proposing to approve a state portal fee of \$1.25 to offset the cost of implementing the service for state agencies. This portal fee is paid in addition to the standard Fiserv transaction fee of \$3.00.

### **Market Potential/Target Audience**

The target market is the underbanked citizens of Nebraska. 8.4 million households in the United States are cash preferred. This service would benefit state agencies who receive one-time payments such as citations or fines.

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

The \$1.25 portal fee is being proposed to cover implementation, support, and hosting cost to NIC Nebraska. The total fee is in line with other cash payment options such as Western Union money orders. TPE will process these cash payments in the same process as all other state payments. Additionally, payments will be routed directly to the State treasures office as is the norm in other payment processing.

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

The anticipated volume would include a small group of citizens who otherwise would have limited payment options, or whose payments would become delinquent.

### **Expected rate of return (in what time period):**

This is such a pioneering solution, that similar data within other NIC portals does not exist. If Nebraska were to implement CheckFreePay®, they would be one of the first states to utilize the solution.

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

NIC Nebraska has recently added additional resources to implement and manage online government products. NIC Nebraska is also cross training additional resources to support NIC enterprise products. NIC Nebraska would also be responsible for creating initial development including API's.

### **NI's risk (in providing this service):**

The risk is that the organic growth in payments processed, does not offset the cost of investment for initial development and set-up. This creates a resource strain and may not lead to staff and resource growth.

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

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

**Project:** CheckFreePay® for [Partner],

**Revenue Type:** Instant Access

**Implementation:** Year

Service	Fee	Contractor Portal Fee	NSRB Share
CheckFreePay®	Full statutory/assessed fee charged by Partner	\$ 1.25	20% of Portal Fee

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

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

[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](http://nebraska.gov/securitypolicy.html)

By: \_\_\_\_\_

Date: \_\_\_\_\_

General Manager – Brent Hoffman  
Nebraska Interactive LLC dba NIC Nebraska

By: \_\_\_\_\_

Date: \_\_\_\_\_

<Authorized Person Title/Office> - <Printed Name>  
[Partner]

By: \_\_\_\_\_

Date: \_\_\_\_\_

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



# GOVERNMENT CASH PAYMENTS

egov.com



## NIC PAYMENTS IS NOW ACCEPTING CASH.

NIC is the leading provider of digital solutions for government agencies and is dedicated to security and citizen experience. Payment processing has played a large part in our company culture, history and success. With more than 25 years of experience providing secure payment solutions for state, local and federal government, NIC provides a complete suite of integrated technologies.

# 8.4 Million Households in the U.S. are cash preferred.

**New cash payment option made possible by *CheckFreePay*<sup>®</sup>**

This functionality allows cash payments for government business to be initiated online and completed by going to a nearby retailer.



Citizen



Retailer



Government

For more information, please contact: [sloane@egov.com](mailto:sloane@egov.com)





### BENEFIT TO GOVERNMENT AGENCY

- Improve customer service
- Reduce wait Times
- Allow staff to focus on more complex customer needs
- Promote financial inclusion
- Lower operating cost
- Reduce cash handling liability



### BENEFIT TO CUSTOMERS

- **Convenience:**
  - Conveniently pay at over 30,000 locations where they pay other bills
  - Extended hours
  - Pay in cash
- **Security:** No need to enter sensitive payment information online
- **Speed:** Real-time posting
- **Certainty:** Receive a receipt confirming payment

**Q:** WHAT IS CHECK FREE PAY?

**A:** CheckfreePay, a wholly owned subsidiary of Fiserv, is a bill payment solution for constituents who prefer to pay their bills or government fees in person at a network of publicly available retail locations. Many of these locations are likely in closer proximity to a person’s home or work than a government office.

**Q:** WHO CAN TAKE ADVANTAGE OF THIS NEW OFFERING?

**A:** This offering is available to any State Enterprise who can leverage NiC’s Common Checkout Pages (CCP) or AppEngine for the initial integration of the platform.

**Q:** WHERE CAN A CITIZEN TAKE THEIR CASH?

**A:** CheckFreePay has thousands of agent locations across the United States that accept walk-in bill payments. You can research locations in your area by visiting [www.checkfreepay.com](http://www.checkfreepay.com).

**Q:** HOW DO I GET STARTED?

**A:** Each service that the State chooses requires a separate statement of work. The SOW provides the necessary information for CheckFreePay to establish the service in the agent network system.



## REVISED APPENDIX E - ELECTRONIC SERVICES

The Payment Engine (TPE) ® System

CommonCheckout Page

Payport

Customer Database (COB)

Event Registration

Gov2Go

Gov2GoPay

OnTheGo (OtG)

Vital Records Ordering System

RXGov

Enterprise Licensing Portal (ELP)

PromptPay

MicroServices

Outdoor Recreation

YourPass Now

TeleGov

CheckFreePay

AppEngine

THIRD AMENDMENT

to the

Contract for Services

Between

the Nebraska State Records Board  
on behalf of the

State of Nebraska

and

Nebraska Interactive, LLC

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

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

1. **Section II.E.1.b** of the Contract is deleted from the Contract and replaced in its entirety with the following:
  - b. Portal Fees consist of Margin Services fees and No Margin Services fees; Margin Services and No Margin Services are shown in Appendix C. Individual service level agreements document each Portal Fee and the Partner, the Contractor, and NSRB portions of the Portal Fee as determined by each Partner and the Contractor and approved by the NSRB for each application. The service level agreement template is included as **Appendix F**.
2. **Section II.V.1** of the Contract is deleted from the Contract and replaced in its entirety with the following:
  1. The Contractor, on behalf of the NSRB, shall negotiate with, and submit to the NSRB for final approval written agreements from each separate Partner with which electronic communication is desired, but only if such agreements are needed to supplement the broad grant of authority to access public records or collect information from the public which has already been granted to the NSRB. A standard form for this agreement is attached as **Appendix F**. In the absence of any specific separate agreement, this Contract, together with any addenda incorporated by reference, shall serve as the document granting the Contractor access to, or the authority to electronically collect, any such data.
3. **Section I.B.18.** of the Contract is deleted from the Contract and replaced in its entirety with the following:

18. Electronic Services: Means commercial, readily available services provided through hardware, software and network infrastructure hosted by the Contractor's parent, or another of its affiliates, that enable applications developed by the Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; and to process all other forms of electronic funds transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Network Users of fee services. It includes the services set forth on **Appendix E** and other related online services as may be from time-to-time, developed by any NICUSA affiliate outside of this Contract and made available to the State through the Contractor. Electronic Services shall not include (a) applications developed under this Contract, or (b) interfaces customized by the Contractor to enable an Electronic Service to function in the State of Nebraska.

4. **Appendix E – Electronic Services** of the Contract is deleted from the Contract and replaced in its entirety with Revised Appendix E – Electronic Services.

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

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

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

\_\_\_\_\_  
(date)

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

\_\_\_\_\_  
(date)

## Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Auditor of Public Accounts	03/15/2021
Beaver City, City of	03/03/2021
Clearwater, Village of	03/24/2021
Fairbury, City of	04/29/2021
Gordon, City of	04/22/2021
Greenwood, Village of	03/15/2021
Gretna, City of	03/24/2021
Lodgepole, Village of	05/11/2021
Motor Vehicles, Department of	05/10/2021
Otoe, Village of	03/04/2021
Palmyra, Village of	04/20/2021
Public Accountancy, Board of	03/24/2021
Public Employee Retirement Systems	03/15/2021
St. Paul, City of	03/08/2021
Wymore, City of	03/09/2021



**Electronic Government Service Level Agreement  
with  
Nebraska Auditor of Public Accounts**

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

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

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

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

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

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

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

Mailing address:	Nebraska Auditor of Public Accounts, Auditor State Capitol, Suite 2303, P.O. Box 98917 Lincoln, Nebraska 68509-8917
Phone:	402-471-2111
Email:	<a href="mailto:charlie@janssen@nebraska.gov">charlie@janssen@nebraska.gov</a>
[Optional] Fax:	402-471-3301

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

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

8. TERMINATION OF AGREEMENT –

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

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

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

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

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

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

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

applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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





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

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 Beaver City, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

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

3. **CHANGES IN PORTAL** – Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **PARTNER’S FEES** – The Partner is responsible for correctly calculating any 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 Beaver City, Mayor PO Box 185 Beaver City, Nebraska 68926
Phone:	308-268-2145
Email:	<a href="mailto:beavercityco@hotmail.com">beavercityco@hotmail.com</a>

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

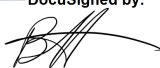
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

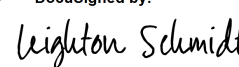
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3/3/2021

Brent Hoffman  
General Manager

Date

**City of Beaver City**

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3/3/2021

Leighton Schmidt  
Mayor

Date


**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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3/3/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  
  
 3/3/2021



**Electronic Government Service Level Agreement  
with  
Village of Clearwater, 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 Clearwater, 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 Clearwater, Nebraska, Mayor  
626 Main Street  
Clearwater, Nebraska 68726

Phone: 402-485-2365

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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3/18/2021

Brent Hoffman  
General Manager

Date

**Village of Clearwater, Nebraska**


DocuSigned by:  
  
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3/19/2021

Steven O. Hankla  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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3/24/2021

Secretary of State, Robert B Evnen  
Chairperson

Date



**Electronic Government Service Level Agreement  
with  
City of Fairbury, 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 Fairbury, 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 Fairbury, Nebraska, Mayor  
612 D Street  
Fairbury, Nebraska 68352  
Phone: 402-729-2476  
Email: [mrenn@fairburyne.org](mailto:mrenn@fairburyne.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](mailto:ne-general-manager@nicusa.com)

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

- 9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**


DocuSigned by:  
  
 BE27E149FB2B46E...

4/26/2021

Brent Hoffman  
General Manager

Date

**City of Fairbury, Nebraska**

DocuSigned by:  
  
 2C52B7AC35A0497...

4/28/2021

Spencer Brown  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
 3B837E90FED5466...

4/29/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


4/26/2021



**Electronic Government Service Level Agreement  
with  
City of Gordon, 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 Gordon, 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 Gordon, Nebraska, Mayor 311 N Oak Street Gordon, Nebraska 69343
Phone:	(308) 282-0837
Email:	<a href="mailto:buchank@gordon-ne.us">buchank@gordon-ne.us</a>

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

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:
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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.
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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.
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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
  - 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.

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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.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
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  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
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- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
 BE27E149FB2B46E...

3/22/2021

Brent Hoffman  
General Manager

Date

**City of Gordon, Nebraska**

DocuSigned by:  
  
 ABDCCF425A7A481...

4/9/2021

Nancy Russell  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
 3B837E90FED5466...

4/22/2021

Secretary of State, Robert B Evnen  
Chairperson

Date



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

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company dba NIC Nebraska (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and Village of Greenwood , 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 Greenwood, Chairman  
619 Main Street  
Greenwood, Nebraska 68336

Phone: 402-789-2300

Email: [villageclerk@windstream.net](mailto:villageclerk@windstream.net)

Mailing Address: Nebraska Interactive  
1135 M Street, Suite 220  
Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

**b. SWIPE HARDWARE PROVISION AND SUPPORT**

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

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

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

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

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

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

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

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

applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

Nebraska Interactive, LLC dba NIC Nebraska (The Contractor)

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


3/3/21  
\_\_\_\_\_  
Date

Village of Greenwood

  
\_\_\_\_\_  
Don Wilken  
Chairman

2/10/21  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

3/15/2021  
\_\_\_\_\_  
Date



**Electronic Government Service Level Agreement  
with  
City of Gretna, 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 Gretna, 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 Gretna, Nebraska, Mayor  
204 N. McKenna Ave.  
Gretna, Nebraska 68028

Phone: 402-332-3336

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

- 9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

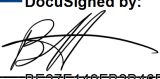
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

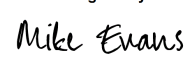
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3/18/2021

Brent Hoffman  
General Manager

Date

**City of Gretna, Nebraska**

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3/23/2021

Mike Evans  
Mayor

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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3/24/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


3/18/2021



**Electronic Government Service Level Agreement  
with  
Village of Lodgepole, 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 Lodgepole, 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://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Village of Lodgepole, Nebraska,  
Board Chairman  
814 Sheldon Street  
Lodgepole, Nebraska 69149  
Phone: 308-483-5353  
Email: [lpclerk@daltontel.net](mailto:lpclerk@daltontel.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: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

Mailing Address: Nebraska State Records Board  
Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

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.
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- vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

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

- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
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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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  - c. An addendum to this Agreement
  - d. This Agreement
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21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile


applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
BE27E149FB2B46E

5/10/2021

Brent Hoffman  
General Manager

Date

**Village of Lodgepole, Nebraska**

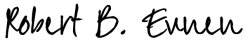
DocuSigned by:  
  
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5/11/2021

Justin Misegadis  
Board Chairman

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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5/11/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

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

<sup>DS</sup>  


5/10/2021



**Electronic Government Service Level Agreement  
with  
Department of Motor Vehicles**

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

Mailing address:	Department of Motor Vehicles, Director 301 Centennial Mall S Lincoln, Nebraska 68508
Phone:	(402) 471-3985
Email:	<a href="mailto:rhonda.lahm@nebraska.gov">rhonda.lahm@nebraska.gov</a>

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

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

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

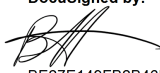
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**


DocuSigned by:  
  
BE27E149FB2B46E...

5/3/2021

Brent Hoffman  
General Manager

Date

**Department of Motor Vehicles**


DocuSigned by:  
  
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5/4/2021

Rhonda Lahm  
Director

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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5/10/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

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

<sup>DS</sup>  


5/3/2021



**Electronic Government Service Level Agreement  
with  
Village of Otoe, 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 Otoe, 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 Otoe, Nebraska, Chairman  
314 N. Locust St.  
Otoe, Nebraska 68417

Phone: 402-265-2211

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

- 9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

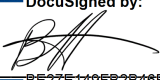
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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 \_\_\_\_\_  
 Brent Hoffman  
 General Manager

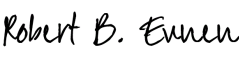
3/2/2021  
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 Date

**Village of Otoe, Nebraska**

DocuSigned by:  
  
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 Ralph Edwards  
 Chairman

3/3/2021  
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 Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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 Secretary of State, Robert B Evnen  
 Chairperson

3/4/2021  
 \_\_\_\_\_  
 Date



**Electronic Government Service Level Agreement  
with  
Village of Palmyra, 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 Palmyra, 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 Palmyra, Nebraska, Chairperson 425 C Street Palmyra, Nebraska 68418
Phone:	(402) 780-5531
Email:	<a href="mailto:palmyra@futuretk.com">palmyra@futuretk.com</a>

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

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.
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  - vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
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4/16/2021

Brent Hoffman  
General Manager

Date

**Village of Palmyra, Nebraska**

DocuSigned by:  
  
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4/20/2021

Jared Kerkman  
Chairperson

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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4/20/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


4/16/2021



**Electronic Government Service Level Agreement  
with  
Nebraska Board of Public Accountancy**

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 Board of Public Accountancy , 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 Board of Public Accountancy  
Executive Director  
1526 K Street, Suite 410  
Lincoln, Nebraska 68509

Phone: 402-471-3595

Email: [dan.sweetwood@nebraska.gov](mailto:dan.sweetwood@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](mailto:ne-general-manager@nicusa.com)

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

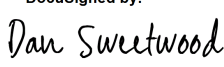
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3/19/2021

Brent Hoffman  
General Manager

Date

**Nebraska Board of Public Accountancy**

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3/19/2021

Dan Sweetwood  
Executive Director

Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
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3/24/2021

Secretary of State, Robert B Evnen  
Chairperson

Date



**Electronic Government Service Level Agreement  
with  
Nebraska Public Employees Retirement Systems**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company dba NIC Nebraska (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and Nebraska Public Employees Retirement Systems, 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.
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Mailing address:	Nebraska Public Employees Retirement Systems, Executive Director 1526 K Street, Suite 400 Lincoln, Nebraska 68509
Phone:	402-471-2053
Email:	<a href="mailto:Randy.gerke@nebraska.gov">Randy.gerke@nebraska.gov</a>

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
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Fax:	402-471-7817
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Secretary of State  
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- 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
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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.

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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.
- 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.
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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.

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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.
- 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.
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- vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

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

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

applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

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

**Nebraska Interactive, LLC dba NIC Nebraska (The Contractor)**

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


  
\_\_\_\_\_  
Date


**Nebraska Public Employees Retirement Systems**

  
\_\_\_\_\_  
Randy Gerke  
Executive Director

  
\_\_\_\_\_  
Date

**Nebraska State Records Board (NSRB)**

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date



**Electronic Government Service Level Agreement  
with  
City of St. Paul, 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 St. Paul, 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 St. Paul, Nebraska, Mayor  
704 6th Street  
St. Paul, Nebraska, 68873

Phone: 308-754-4483

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

- 9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
- 13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


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

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
BE27E149FB2B46E...

Brent Hoffman  
General Manager

3/2/2021  
Date

**City of St. Paul, Nebraska**

DocuSigned by:  
  
A9D5A89B33514CF...

Joel M. Bergman  
Mayor

3/6/2021  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
3B837E90FED5466...

Secretary of State, Robert B Evnen  
Chairperson

3/8/2021  
Date



**Electronic Government Service Level Agreement  
with  
City of Wymore, 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 Wymore, 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 Wymore, Nebraska, Mayor  
115 West E Street  
Wymore, Nebraska 68466  
Phone: 402-645-3435  
Email: [wymcityoffice@diodecom.net](mailto:wymcityoffice@diodecom.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: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)



Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)



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



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



merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
  - f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.



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


- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.



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


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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
BE27E149FB2B46E...  
\_\_\_\_\_  
Brent Hoffman  
General Manager

3/2/2021  
\_\_\_\_\_  
Date

**City of Wymore, Nebraska**

  
\_\_\_\_\_  
Milton Pike  
Mayor

3-5-21  
\_\_\_\_\_  
Date

**Nebraska State Records Board (NSRB)**

\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

\_\_\_\_\_  
Date



**Electronic Government Service Level Agreement  
with  
City of Wymore, 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 Wymore, 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 Wymore, Nebraska, Mayor 115 West E Street Wymore, Nebraska 68466
Phone:	402-645-3435
Email:	<a href="mailto:wymcityoffice@diodecom.net">wymcityoffice@diodecom.net</a>

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

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.
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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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  - 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.
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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.

- 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.
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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 section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
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- a. Any amendments to the Master Contract
  - b. The Master Contract
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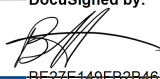
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.

- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC  
Nebraska**

DocuSigned by:  
  
 BE27E449FB2B46E...

3/2/2021

Brent Hoffman  
General Manager

Date

**City of Wymore, Nebraska**

\_\_\_\_\_  
Milton Pike  
Mayor

\_\_\_\_\_  
Date

**Nebraska State Records Board (NSRB)**

DocuSigned by:  
  
 3B837E90FE05466...

3/9/2021

Secretary of State, Robert B Evnen  
Chairperson

Date

DS  


3/2/2021



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

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

**Project:** Business Payment Processing for City of Gretna

**Revenue Type:** Instant Access

**Implementation:** 2021

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


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

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


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

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

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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

Date: 3/3/21

By:   
 Mayor- Mike Evans  
 City of Gretna

Date: 2/22/21

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

Date: 4/29/2021

**Addendum Six to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Nebraska Board of Public Accountancy, and the  
Nebraska State Records Board**

This Addendum Six 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 Board of Public Accountancy, 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:** Business Payment Processing for Nebraska Board of Public Accountancy

**Revenue Type:** Instant Access

**Implementation:** 2021

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


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

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

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

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

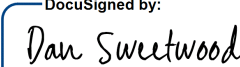
**Security:** The Contractor’s security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E149FB2B46E...

Date: 3/19/2021

General Manager – Brent Hoffman

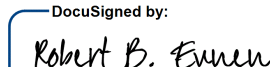
Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
5695B3AAB5574C2...

Date: 3/19/2021

Executive Director- Dan Sweetwood

Nebraska Board of Public Accountancy

DocuSigned by:  
By:   
3B837E90FED5466...

Date: 3/24/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
CB

3/19/2021

**Summary List  
Citizen Payment  
Processing**

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

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

<b><u>NEW Citizen Payment Processing</u></b>		<b><u>NSRB Chairman Signature</u></b>
Fairbury, City of	Addendum 2	04/29/2021
St. Paul, City of	Addendum 2	03/08/2021
Sarpy County	Addendum 10	05/03/2021
Transportation, Department of	Addendum 6	05/13/2021
Wymore, City of	Addendum 1	03/09/2021

**Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Fairbury, 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 Fairbury, Nebraska , 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 Fairbury, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2021

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

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

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

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

- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E149FB2B46E...

Date: 4/26/2021

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
2C52B7AC35A0497...

Date: 4/28/2021

Mayor - Spencer Brown

City of Fairbury, Nebraska

DocuSigned by:  
By:   
3B837E90FED5466...

Date: 4/29/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
CB 4/26/2021

**Addendum Ten to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Sarpy County, Nebraska , and the  
Nebraska State Records Board**

This Addendum Ten 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 Sarpy County, Nebraska , 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 Ten supersedes and replaces prior Addendum One, Addendum Six, Addendum Seven, Addendum Eight, and Addendum Nine.

**Project:** Citizen, Real Estate & Payport Payment for Sarpy County

**Revenue Type:** Instant Access

**Implementation:** Services previously implemented

Service	Sarpy County, Nebraska Fee	Contractor Portal Fee	NSRB Share
Citizen Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Citizen Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
Citizen Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Real Estate Tax Payments Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Real Estate Tax Payments Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Real Estate Tax PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee


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

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

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

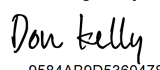
- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
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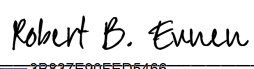
Date: 4/26/2021

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

DocuSigned by:  
By:   
9584AB9D5360478...


Date: 4/30/2021

Chairman - Don Kelly  
Sarpy County, Nebraska

DocuSigned by:  
By:   
3B837E90FED5466...

Date: 5/3/2021

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

 4/26/2021



**Addendum Two to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of St. Paul, 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 St. Paul, Nebraska , 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 St. Paul, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2021

Service	City of St. Paul, Nebraska Fee	Contractor Portal Fee	NSRB Share
<b>Citizen Payment Processing Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
<b>Citizen Payment Processing Credit Card</b>	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	20% of Portal Fee
<b>Citizen Payment Processing PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

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

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

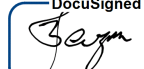
- The Contractor purchases XX swipe devices of make/model
- Partner purchases XX swipe devices of make/model
- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
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General Manager – Brent Hoffman

Date: 3/2/2021

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
A9D5A89B33514CF...  
Mayor - Joel M. Bergman

Date: 3/6/2021

City of St. Paul, Nebraska

DocuSigned by:  
By:   
3B837E90FED5466...  
Chairman – Secretary of State Robert B. Evnen

Date: 3/8/2021

Nebraska State Records Board

DS  
CB

3/2/2021

**Addendum Six to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Nebraska Department of Transportation , and the  
Nebraska State Records Board**

This Addendum Six 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 Department of Transportation , 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 Nebraska Department of Transportation Superintendent Licenses

**Revenue Type:** Instant Access

**Implementation:** 2021

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

**Terms:** The Nebraska Department of Transportation agrees to pay all portal fees. Portal fees will be invoiced monthly.

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

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

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

- Not applicable

**Security:** The Contractor’s security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
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Date: 5/10/2021

General Manager – Brent Hoffman

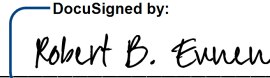
Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
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Date: 5/13/2021

Director - John Selmer


Nebraska Department of Transportation

DocuSigned by:  
By:   
3B837E90FED5466...

Date: 5/13/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
 5/10/2021



**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Wymore, 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 Wymore, Nebraska, 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 Wymore, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2020

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


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

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

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


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

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E139FB2B46E...

Date: 3/2/2021

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

By:   
Mayor - Milton Pike

Date: 3-5-21

City of Wymore, Nebraska

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Wymore, 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 Wymore, Nebraska, 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 Wymore, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2020

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


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

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

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

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

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E149FB2B46E...

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

Date: 3/2/2021

By: \_\_\_\_\_

Mayor - Milton Pike  
City of Wymore, Nebraska

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

Date: 3/9/2021

DS  


3/2/2021

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

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

**New PayPort Addenda**

**NSRB Chairman**  
**Signature**

Beaver City, City of	Addendum 1 (REVISED)	03/03/2021
Clearwater, Village of	Addendum 1	03/24/2021
Greenwood, Village of	Addendum 1	03/15/2021
Otoe, Village of	Addendum 1	03/04/2021
Palmyra, Village of	Addendum 1	04/20/2021

**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:

- Beaver City, City of
- Clearwater, Village of
- Greenwood, Village of
- Otoe, Village of
- Palmyra, 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.

**REVISED Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
City of Beaver City, Nebraska , and the  
Nebraska State Records Board**

REVISED 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 Beaver City, Nebraska , 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 REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the City of Beaver City, Nebraska .

**Project:** Payport for City of Beaver City, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2018

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


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

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

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

- Partner purchases 1 First Data FD-40 Swipe Device
- Not applicable

**Security:** The Contractor’s security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E149FB2B46E...

Date: 3/3/2021

General Manager – Brent Hoffman

Nebraska Interactive LLC dba NIC Nebraska

DocuSigned by:  
By:   
7E732737DBBA4DA...

Date: 3/3/2021

Mayor- Leighton Schmidt

City of Beaver City, Nebraska

DocuSigned by:  
By:   
3B637E90FED3466...

Date: 3/3/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Clearwater, 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 Clearwater, Nebraska, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for Village of Clearwater, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2021

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


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

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

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

- Partner purchases 1 MagTek DynaPad swipe device
- Not applicable

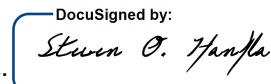
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
By:   
BE27E149FB2B46E...

Date: 3/18/2021

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
By:   
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Date: 3/19/2021

Mayor - Steven O. Hankla

Village of Clearwater, Nebraska

DocuSigned by:  
By:   
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Date: 3/24/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
CB 3/18/2021



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

**Project:** Payport for Village of Greenwood

**Revenue Type:** Instant Access

**Implementation:** 2021

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

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

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

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

- Partner purchases 1 First Data FD-40 swipe device.
- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  \_\_\_\_\_

Date: 3/3/21

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

By:  \_\_\_\_\_

Date: 2/10/21

Chairman - Don Wilken  
Village of Greenwood

By:  \_\_\_\_\_

Date: 3/15/2021

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

**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Otoe, 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 Otoe, Nebraska , sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for Village of Otoe, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2021

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

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

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

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

- The Contractor purchases swipe devices of
- Partner purchases 1 MagTek DynaPad swipe device
- Not applicable

**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

DocuSigned by:  
  
 By: \_\_\_\_\_  
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 General Manager – Brent Hoffman

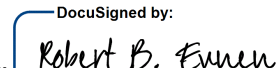
Date: 3/2/2021

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:  
  
 By: \_\_\_\_\_  
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 Chairman - Ralph Edwards


Date: 3/3/2021

Village of Otoe, Nebraska

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 By: \_\_\_\_\_  
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 Chairman – Secretary of State Robert B. Evnen

Date: 3/4/2021

Nebraska State Records Board

DS  
 3/2/2021



**Addendum One to the  
Electronic Government Service Level Agreement Between  
NIC Nebraska,  
Village of Palmyra, 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 Palmyra, Nebraska , sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for Village of Palmyra, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2021

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


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

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

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

- Partner purchases (1) MagTek DynaPad swipe device

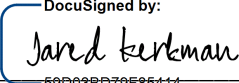
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

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Date: 4/16/2021

General Manager – Brent Hoffman

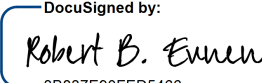
Nebraska Interactive, LLC dba NIC Nebraska

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By:   
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Date: 4/20/2021

Chairperson - Jared Kerkman

Village of Palmyra, Nebraska

DocuSigned by:  
By:   
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Date: 4/20/2021

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS  
CB 4/16/2021

## **NLCC Reporting Updates for Ready to Drink (RTD) Cocktails SOW 200028-2**

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## **NLCC Reporting Updates for Ready to Drink (RTD) Cocktails PiD 911**

### **Nebraska Liquor Control Commission**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Natalie Erb

Date: 04/21/2021

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

## 1. Introduction

The Nebraska Liquor Control Commission (NLCC) operate the Craft Brewery, Micro Distillery & Farm Winery Manufacturing Report system. Nebraska Legislative Bill 274 is being proposed which provides for taxation of ready to drink cocktails. Fee's associated with that new taxation will need to be added to the system.

### Executive Sponsor

Hobert Rupe , Executive Director

Email: [hobert.rupe@nebraska.gov](mailto:hobert.rupe@nebraska.gov)

Phone: 402-471-2574

### Project Manager

LeAnna Prange , Audit Division Administrator

Email: [leanna.prange@nebraska.gov](mailto:leanna.prange@nebraska.gov)

Phone: 402-471-4892

### Billing Contact

Debbie Jacobson, Revenue Division Administrator

Email: [debbie.jacobson@nebraska.gov](mailto:debbie.jacobson@nebraska.gov)

Phone: 402-471-4886

## 2. Project Overview

### 2.1 Objectives

**The contractor will create a new form within the Craft Brewery, Micro Distillery & Farm Winery Manufacturing Report system, that will allow for the taxation of ready to drink cocktails.**

### 2.2 Scope

#### 2.2.1 Inclusions

##### 2.2.1.1 Authentication requirements

##### 2.2.1.1.1 The user interface will require application authentication

2.2.1.1.2 The admin interface will require CDB authentication, a [Nebraska.gov](https://nebraska.gov) user account.

#### 2.2.1.2 User Interface requirements

2.2.1.2.1 The users must have internet access.

2.2.1.2.2 To access the application, the user MUST use a username and password generated by the application upon add user by the NLCC admin user.

2.2.1.2.3 Users will be allowed to select the report type, enter data and submit to NLCC for approval.

2.2.1.2.4 Users may make payment using the [Ne.gov](https://ne.gov) enterprise application, PayPort.

#### 2.2.1.3 Admin Interface requirements

2.2.1.3.1 To access the application, the admin user MUST use a [Ne.gov](https://ne.gov), CDB, username and password.

2.2.1.3.2 The application will display pending reports

2.2.1.3.3 The admin user will be able to approve the report or return to the user for correction.

2.2.1.3.4 Admin users should be able to add new users

#### 2.2.1.4 Data Delivery method

2.2.1.4.1 Email notifications upon user submission should be delivered to the admin users and the user

2.2.1.4.2 Email notifications upon status change should be delivered to the user

2.2.1.4.3 No other data delivery is necessary.

#### 2.2.2 Exclusions

2.2.2.1 Payment Collection: Payment collection is not included within the application. Payments for taxation are completed using capabilities described in section 2.2.1.2.4

## 2.3 Terminology

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

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

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

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

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

- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator**- staff member of Contractor

## 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements.
- 2.4.4 Partner will provide the Contractor with content; language and text.
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours.
- 2.4.6 Partner will provide assistance with testing for business requirements.
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish the project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
  - 2.4.10.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.
  - 2.4.10.2 Marketing assistance for agency services.
  - 2.4.10.3 Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment.
  - 2.4.10.4 24 hours a day, 7 days a week technical support.
  - 2.4.10.5 Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support.
- 2.4.11 At any time during the project process, the Contractor or Partner has the authority to terminate or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.12 This Statement of Work is an overall project hour estimate.

## **2.5 Constraints**

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

## **2.6 Milestones**

- 2.6.1 Planning Phase
- 2.6.2 Development Phase
- 2.6.3 Quality Assurance and Testing
- 2.6.4. Roll-out and Maintenance

## **3 Requirements**

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

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

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

## **4 Terms and Conditions**

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

## 4.1 Confidentiality

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

## 4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Liquor Control Commission, Executive Director  
301 Centennial Mall South  
Lincoln, NE 68508

Email: [hobert.rupe@nebraska.gov](mailto:hobert.rupe@nebraska.gov)

Phone: 402-471-2574

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

Phone: 402 471 7810

Fax: 402-471-7817

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

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

Phone: 402-471-1572

Fax: 402-471-3237

### **4.3 Termination of SOW**

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

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

### **4.4 Term of SOW**

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

### **4.5 Relationship of Parties**

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

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

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

### **4.7 Entire Agreement**

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

### **4.8 Governing Law**

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



## 4.9 Severability

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

## 4.10 Order of Precedence

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

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

## 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
NLCC Reporting Updates for Ready to Drink (RTD) Cocktails PiD 911	108 hours	\$110.00 ( <i>Initial Contract Period</i> )	\$ 11,880 <i>One-time fee</i>
Annual Maintenance	N/A	N/A	\$ 0.00/year ( <i>20% of total time and materials fees paid from row 1 above</i> ) Billed on the anniversary date of website launch.

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

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


### 5.3 Annual Maintenance Charge

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

## 6 Signatures

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

### Nebraska Interactive, LLC. dba NIC Nebraska

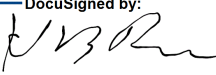
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4/26/2021

Brent Hoffman, General Manager

Date

### Nebraska Liquor Control Commission

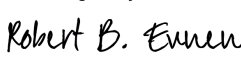
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4/26/2021

Hobert Rupe , Executive Director

Date


### Nebraska State Records Board (NSRB)

DocuSigned by:  
  
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5/10/2021

Secretary of State Robert Evnen, Chairperson

Date

DS  
  
 4/26/2021

## **Bazile Groundwater Management Area Website Statement Of Work 1839966-1**

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### **Bazile Groundwater Management Area Website PiD 826**

### **Lower Elkhorn Natural Resources District**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay B Sloan

Date: 3/3/2021

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

## 1 Introduction

Currently the Bazile Groundwater Management Area (BGMA) operates as a tab on the Lewis and Clark NRD website: <https://lcnrd.nebraska.gov/bazile-gma/project-background>. The BGMA would like to branch off to their own independent website.

### Executive Sponsor

**General Manager , Mike Sousek**

**Email:** [msousek@lenrd.org](mailto:msousek@lenrd.org)

**Phone:** 402-371-7313

### Project Manager

**Water Resources Manager, Joslynn VanDerslice**

**Email:** [jvanderslice@uenrd.org](mailto:jvanderslice@uenrd.org)

**Phone:** (402) 336-3867

### Billing Contact

**Coordinator , Kristie Freudenburg**

**Email:** [kfreudenburg@lenrd.org](mailto:kfreudenburg@lenrd.org)

**Phone:** (402) 371-7313

## 2 Project Overview

### 2.1 Objectives

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

### 2.2 Scope

#### 2.2.1 Inclusions

2.2.1.1 The Contractor will migrate agreed upon Partner content in Meadowlark.

2.2.1.2 The Contractor will provide a fully responsive solution.

2.2.1.3 The Partner's Meadowlark site may include any of the following features:

- a. Custom website permissions to allow website managers varying roles
- b. Press release feed and built-in archive
- c. Easy to use WYSIWYG site editor
- d. Simple file and image upload tools
- e. Image gallery and/or slider
- f. Google Translate to translate text on website
- g. Monthly Google Analytics Reports
- h. Broken link report
- i. Link to Facebook and Twitter Feed

2.2.1.4 The Contractor will assist with content mapping. the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.

2.2.1.5 The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.

2.2.1.6 The Partner will provide the Contractor with the content for the website.

2.2.1.7 The Partner will review the overall status of the project as the Contractor adds content to the site.

2.2.1.8 The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.

2.2.1.9 The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.

2.2.1.10 The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

## 2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.

2.2.2.2 If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.

2.2.2.3 The Partner will not be able to create their own custom module for the website.

2.2.2.4 The Partner will not install or update Drupal modules on the website.

## 2.3 Terminology

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

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

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

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

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

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

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

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

## 2.4 Assumptions

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

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

2.4.3 Partner will provide the Contractor with the requirements.

2.4.4 Partner will provide the Contractor with content; language and text.

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

2.4.6 Partner will provide assistance with testing for business requirements.

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

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

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

2.4.10 The Contractor will deliver the following:

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

2.4.10.2 Marketing assistance for agency services.

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

2.4.10.4 24 hours a day, 7 days a week technical support.

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

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

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

2.4.13 Contractor is responsible for user access management.

2.4.14 Contractor is responsible for admin access management.

## 2.5 Constraints

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

2.5.2 Partner/Partner workload

2.5.3 Change(s) in staff

2.5.4 Change(s) in project scope

2.5.5 The Contractor availability

## 2.6 Milestones

2.6.1 Define Navigation

2.6.2 Design Home Page

2.6.3 Design Secondary Pages

2.6.4 Development of the homepage template

2.6.5 Development of the secondary page template

2.6.6 Migrate content

2.6.7 Testing

## 3 Requirements

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

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

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

## 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

#### 4.1 Confidentiality

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

#### 4.2 SOW Representatives and Notices

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

Mailing address: Lower Elkhorn Natural Resources District  
General Manager  
1508 Square Turn Boulevard  
Norfolk, Nebraska , 68701

Email: [msousek@lenrd.org](mailto:msousek@lenrd.org)  
phone: 402-371-7313

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

Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-support@egov.com](mailto:ne-support@egov.com)

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

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



#### **4.3 Termination of SOW**

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

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

#### **4.4 Term of SOW**

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

#### **4.5 Relationship of Parties**

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

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

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

#### **4.7 Entire Agreement**

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

#### **4.8 Governing Law**

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

#### **4.9 Severability**

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not

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be affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

#### 4.10 Order of Precedence

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

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

## 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	60 hours	\$80.00 ( <i>Initial Contract Period</i> )	\$4800.00 <i>One-time fee</i>
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$960.00 /year ( <i>20% of total time and materials fees paid from row 1 above</i> )  Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

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

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

#### 5.3 Annual Maintenance Charge

- In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted

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network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

No maintenance charge will be assessed.

## 6 Signatures

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

### Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:  
  
BE27E149FB2B46E...

4/22/2021

Brent Hoffman, General Manager

Date

### Lower Elkhorn Natural Resources District

DocuSigned by:  
  
BB1EAA45F7D5492...

5/11/2021

Mike Sousek , General Manager

Date

### Nebraska State Records Board (NSRB)

DocuSigned by:  
  
3B837E90FED5466...

5/12/2021

Secretary of State Robert Evnen, Chairperson

Date

<sup>DS</sup>

4/22/2021

## **NPERS Website Statement of Work 200072**

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### **Statement of Work 200072**

### **Nebraska Public Employees Retirement Systems**

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay Sloan

Date: 3/18/2021

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

## 1 Introduction

Today the Nebraska Public Employees Retirement Systems (NPERS) manages the current website, <https://npers.ne.gov/SelfService/index.jsp>. NPERS is interested in a new website design to be applied to their existing website and application.

### Executive Sponsor

Executive Director, Randy Gerke

Email: [randy.gerke@nebraska.gov](mailto:randy.gerke@nebraska.gov)

Phone: (402) 471-2053

### Project Manager

IT Manager , Jack Hardy

Email: [jack.hardy@nebraska.gov](mailto:jack.hardy@nebraska.gov)

Phone: (402) 471-7076

### Billing Contact

Controller , Teresa Zulauf

Email: [Teresa.zulauf@nebraska.gov](mailto:Teresa.zulauf@nebraska.gov)

Phone: (402) 471-7745

## 2 Project Overview

### 2.1 Objectives

The Contractor will build a fully responsive, 508 compliant, redesigned website for the Partner. Contractor will be redesigning 12 existing pages and provide a template for the partner to apply to other pages.

### 2.2 Scope

#### 2.2.1 Inclusions

2.2.1.1 The Contractor will provide a fully responsive solution.

2.2.1.2 The partners pages below will be included:

/SelfService/index.jsp
/SelfService/public/planInformation/school/schoolPlanInfo.jsp
/SelfService/public/forms/index.jsp
/SelfService/public/webaccount/index.jsp
/SelfService/public/webaccount/createStart.jsp
/SelfService/public/contactus/index.jsp
/SelfService/public/webaccount/createMemberInst.jsp
/SelfService/public/howto/publications/index.jsp
/SelfService/public/webaccount/createMemberStart.jsp
/SelfService/public/otherInformation/employerReporting/erSchool.jsp
/SelfService/public/aboutus/rtrmtbrd.jsp
/SelfService/public/otherInformation/legislation/index.jsp

2.2.1.3 The Partner will provide the Contractor with the content for the website.

2.2.1.4 The Partner will review the overall status of the project as the Contractor adds content to the site.

2.2.1.5 The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.

2.2.1.6 The Contractor will provide instruction in regards to applying templated to existing site.

## 2.2.2 Exclusions

2.2.2.1 The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.

2.2.2.2 If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.

2.2.2.3 The SOW excludes retemplate or design of secured pages of the NPERS website, only provide a template with similar look and feel of the website redesign

2.2.2.4 The Contractor will not retemplate or host the secure pages of estimators

## 2.3 Terminology

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

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

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

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

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

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

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

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

## 2.4 Assumptions

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

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

2.4.3 Partner will provide the Contractor with the requirements.

2.4.4 Partner will provide the Contractor with content; language and text.

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

2.4.6 Partner will provide assistance with testing for business requirements.

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

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

2.4.9 The Contractor will deliver the following:

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

2.4.9.2 Marketing assistance for agency services

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

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

## 2.5 Constraints

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

2.5.2 Partner/Partner workload

- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability
- 2.5.6 Requirements for access to agency data

## **2.6 Milestones**

- 2.6.1 Define navigation
- 2.6.2 Design Home Page
- 2.6.3 Design Secondary Pages
- 2.6.4 Development of the Home Page Template
- 2.6.5 Development of Secondary Page Templates
- 2.6.6 Testing

## **3 Requirements**

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

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

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

## **4 Terms and Conditions**

Partner and Contractor agree to the following terms and conditions:

### **4.1 Confidentiality**

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



## 4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Public Employees Retirement  
Systems, Director  
1526 K Street, Suite 400  
Lincoln, NE, 68509

Email: [randy.gerke@nebraska.gov](mailto:randy.gerke@nebraska.gov)  
phone: (402) 471-2053

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

Phone: 402 471 7810

Fax: 402-471-7817

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

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

Phone: 402-471-1572

Fax: 402-471-3237

## 4.3 Termination of SOW

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

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

#### **4.4 Term of SOW**

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

#### **4.5 Relationship of Parties**

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

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

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

#### **4.7 Entire Agreement**

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

#### **4.8 Governing Law**

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

#### **4.9 Severability**

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

#### **4.10 Order of Precedence**

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

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

d. This SOW

## 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	80.5 hours	\$110.00 ( <i>Initial Contract Period</i> )	\$8855 <i>One-time fee</i>
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

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

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

### 5.3 Annual Maintenance Charge

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

## 6 Signatures

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

### Nebraska Interactive, LLC. dba NIC Nebraska

DocuSigned by:  
  
BE27E149FB2B46E...

4/23/2021

Brent Hoffman, General Manager

Date

### Nebraska Public Employees Retirement Systems

DocuSigned by:  
  
DB4495C6709B442...

4/26/2021

Randy Gerke, Executive Director

Date

### Nebraska State Records Board (NSRB)

DocuSigned by:  
  
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5/10/2021

Secretary of State Robert Evnen, Chairperson

Date

<sup>DS</sup>

4/23/2021

**PROJECT STATUS REVIEW**  
**Q1 2021**  
 (June 9, 2021)

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Administrative Office of the Courts</b>	<b>Certificate of Authority (AE)</b>	07/15/2020	06/30/2021	29
1. Describe the project?	Certificates of Authority are Certificates for professional corporations. The Supreme Court has approved those law firms to hold themselves out as a corporate entity. Staff attorneys make sure that the law firm complies with all state laws regarding their corporate entity. Applicants must provide their incorporation documents, and the cost is \$25.00.			
2. What is the status of the project	Request and purchase form created through Nebraska.gov app engine. Launched April 2021.			
3. Was there any delay? If so why?	No			
4. Will it be launched within the next 90 days?	N/A.			
<b>Jennifer Rasmussen</b> Called: Emailed: 05/13/2021 Response: 05/20/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Brain Injury Advisory Council (Education)</b>	<b>Website</b>	04/01/2021	05/03/2021	9
1. Describe the project?	Nebraska Interactive (NEI) developed the Brain Injury Advisory Council (BIAC) website a few years ago for Nebraska VR. They are now adding pages to the website to house New Member Toolkit documents and materials to orient and educate new BIAC members on the BIAC's history, purpose and operations. NEI is also adding features to the website for users to keep track of their progress as they review the materials.			
2. What is the status of the project	Per my last contact from NEI on 5/11/21, they are making good progress. Many items are ready for our review. We are scheduling a demonstration of the production site for the first week of June. They have requested additional content from us that will help them continue moving forward. We have sent them the Google folder link to access the content.			
3. Was there any delay? If so why?	After our initial conversation, there was some delay in getting the requested bid and in starting the project. As I understand it, there were shifts in staff responsibilities and perhaps some staff turnover that impacted our start date.			
4. Will it be launched within the next 90 days?	Yes, we anticipate that it will launch within the next 90 days.			
Keri Bennett Called: Emailed: 05/13/2021 Response: 05/19/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Brand Committee</b>	<b>OTG Internal Payments CR</b>	03/23/2021	05/31/2021	35
1. Describe the project?	This project is to migrate the OnTheGo tablet to use the new internal payments system and no longer use the OTGPay payment system. This will allow continuity and stability within the OTG application and provide a better user experience for the customer and the Brand Inspector for the Local Inspection payment process while reducing the demands on the customer and hopefully eliminating some long-standing error issues.			
2. What is the status of the project	This will go to partner testing on 5/20/2021 after NIC Nebraska does a partner demonstration to the Brand Committee today.			
3. Was there any delay? If so why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
<b>Danna Schwenk</b> Called: Emailed: 05/13/2021 Response: 05/20/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Engineers and Architects</b>	<b>E&amp;A License Renewals CE Hours Language Clarification</b>	01/29/2021	05/01/2021	6
1. Describe the project?	At its January 2021 regular meeting, the Board of Engineers and Architects clarified that licensees must complete continuing education requirements as a condition of license renewal and before attempting to renew their license. So, the board's online license renewal portal was modified by NIC. If a licensee indicates they have not completed their CE, the renewal process will stop for that individual.			
2. What is the status of the project	The project was implemented and is ready for the next online renewal cycle which begins in early October 2021.			
3. Was there any delay? If so why	There was no delay.			
4. Will it be launched within the next 90 days?				
Jon Wilbeck Called: Emailed: 05/13/2021 Response: 06/02/2021				



<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Examiners for Land, Board of</b>	<b>Land Surveyor Application (AE)</b>	11/23/2020	06/11/2021	25
1. Describe the project?	Create an online application process for licensing of Nebraska Land Surveyors			
2. What is the status of the project	Currently the project is in final review prior to public release			
3. Was there any delay? If so why?	Initially there was a delay of the project due to staffing changes at Nebraska Interactive. Once the project regained traction, the process has been steady and on an acceptable timeline.			
4. Will it be launched within the next 90 days?	Yes.			
Casey Sherlock Called: Emailed: 05/13/2021 Response: 05/14/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Examiners for Land Surveyors, Board of</b>	<b>Reciprocity Surveyor Application (AE)</b>	11/23/2020	06/11/2021	25
1. Describe the project?	Create an online application process for the reciprocal licensing of non-resident licensed Land Surveyors			
2. What is the status of the project	Currently the project is in final review prior to public release.			
3. Was there any delay? If so why?	Initially there was a delay of the project due to staffing changes at Nebraska Interactive. Once the project regained traction, the process has been steady and on an acceptable timeline.			
4. Will it be launched within the next 90 days?	Yes.			
Casey Sherlock Called: Emailed: 05/13/2021 Response: 05/14/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Examiners for Land Surveyors, Board of</b>	<b>Surveyor in Training Application (AE)</b>	11/23/2020	06/11/2021	25
1. Describe the project?	Create an online application process for the certification of Surveyors – in – Training. (SIT).			
2. What is the status of the project	Currently the project is in final review prior to public release.			
3. Was there any delay? If so why?	Initially there was a delay of the project due to staffing changes at Nebraska Interactive. Once the project regained traction, the process has been steady and on an acceptable timeline.			
4. Will it be launched within the next 90 days?	Yes.			
Casey Sherlock Called: Emailed: 05/13/2021 Response: 05/14/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Liquor Control Commission	NLCC Books Order Form (AE)	02/23/2021	06/30/2021	28
1. Describe the project?	This will require appropriate form to be filled out with required information and automatically link them to the payment page. This will help our agency be more efficient collecting all needed information and fees so that when we have to file our annual city/state sales tax it will be compiled for us and will be in a central location to access. This will also assure that these forms were approved and mailed and by whom in the agency including a date when processed.			
2. What is the status of the project	This project will be in testing phase within the next week or two.			
3. Was there any delay? If so why?	Yes, our agency delayed this project to get the license renewal project finished first. The license renewal project was a higher priority.			
4. Will it be launched within the next 90 days?	Yes, expected launch date will be mid-end of June.			
Leanna Prange Called: Emailed: 05/13/2021 Response: 05/17/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Motor Vehicles, Department of</b>	<b>PTP Setup for Sentinel Information Systems</b>	08/18/2020	04/30/2021	27
1. Describe the project?	A new customer requested access to the existing driver record point-to-point service.			
2. What is the status of the project	Customer began using service integration in production on 4/22/21.			
3. Was there any delay? If so why?	No delays on NIC side, this was a customer integration into Point to Point system which takes development time on the customer side.			
4. Will it be launched within the next 90 days?	Already launched.			
Betty Johnson Called: Emailed: 05/13/2021 Response: 05/13/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Motor Vehicles, Department of</b>	<b>DLS New Political Party</b>	03/30/2021	04/20/2021	11
1. Describe the project?	Adding new political party "Legal Marijuana NOW" to online driver licensing screens.			
2. What is the status of the project	Completed			
3. Was there any delay? If so why?	No, this was worked on and implemented VERY quickly by NIC.			
4. Will it be launched within the next 90 days?	Already launched			
Sara O'Rourke Called: Emailed: 05/13/2021 Response: 05/18/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Public Accountancy, Board of</b>	<b>LLC Certificate of Registration (AE)</b>	09/15/2020	04/30/2021	21
1. Describe the project?	Currently CPAs firm must complete paper forms. This project was initiated to create an online form for CPAs firm to apply for a certificate of registration and allow for online payment. This will allow for a more efficient process.			
2. What is the status of the project	Complete.			
3. Was there any delay? If so why?	No delay. It was completed very quickly without problems. We appreciate the efforts of the NE Interactive Team including Freddy Pika.			
4. Will it be launched within the next 90 days?	It has already been launched and utilized.			
Dan Sweetwood/Heather Myers Called: Emailed: 05/13/2021 Response: 05/18/2021				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Public Accountancy, Board of</b>	<b>PC Certificate of Registration (AE)</b>	02/02/2021	04/30/2021	22
1. Describe the project?	Currently CPAs firm must complete paper forms. This project was initiated to create an online form for CPAs firm to apply for a certificate of registration and allow for online payment. This will allow for a more efficient process.			
2. What is the status of the project	Complete			
3. Was there any delay? If so why?	No delay. It was completed very quickly without problems. We appreciate the efforts of the NE interactive Team including Freddy Pika.			
4. Will it be launched within the next 90 days?	It has already been launched and utilized.			
Dan Sweetwood/Heather Myers Called: Emailed: 05/13/2021 Response: 05/18/2021				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Revenue, Department of	Tax Payment Plan Phase 3	3/16/2020	11/30/2020	17
1. Describe the project?	At its core, the Payment Plan project was developed in collaboration with Nebraska Interactive to provide for a mechanism to process electronic payments to resolve delinquent taxes.			
2. What is the status of the project	The reporting requirements, described as Phase IIIa, have been defined and provided to Nebraska Interactive. Revenue is awaiting Customer Acceptance Testing (CAT) programming. As a result of delays, no timeframe has been provided on when CAT will be available. Phase IIIa is currently behind schedule. Additional functionality to edit payments from the legacy system was requested by Revenue. Nebraska Interactive moved this functionality to Production without Revenue testing and approval. Revenue has implemented procedural controls to keep this untested functionality from being used.			
3. Was there any delay? If so why?	Yes, there have been delays. The primary reason for the most recent delay has been with a duplicated payment issue. 195 payments were erroneously debited from taxpayer accounts. Nebraska Interactive's explanation of the duplicate payment situation is below in <b>NOTES</b> . This absorbed approximately 200 hours of Revenue staff time. As a result of this issue, there has not been further progress on the reporting component.			
4. Will it be launched within the next 90 days?	Revenue would like to see Phase IIIa launched in the next 90 days, but no schedule has been established.			
Robert Wagner, Called: Emailed: 05/13/2021 Response: 05/19/2021- 6/1/2021	<b>NOTES:</b> Response from NIC Nebraska – Nebraska Department of Revenue (NDOR) Tax Payment Plan Application – Duplicate Payment Issue. On Tuesday April 27 <sup>th</sup> , NIC Nebraska was made aware that the NDOR Tax Payment Plan application was processing duplicate payments. The issues were the result a code change made on Wednesday April 21 <sup>st</sup> . The issue affected roughly 2% of all tax payments agreements and erroneously debited taxpayers up to four times. In response to the issue, NIC Nebraska stopped additional payment batches and investigated the source of the issue. The issue promptly was discovered and corrected. On Thursday April 29 <sup>th</sup> , NIC Nebraska issued refunds to all affected taxpayers. NIC Nebraska worked closely with NDOR to resolve any additional issues because of the duplicated payments. To ensure this issue does not reoccur, all future payment files will be manually audited for duplicate or erroneous payments.			

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Secretary of State	SOS Voter Reg Political Party Update	03/31/2021	04/20/2021	15
1. Describe the project?	Adding a new political party to the Online Voter Registration Application.			
2. What is the status of the project	The application was updated but Ne.gov hasn't finished updating the Spanish text on the demo site.			
3. Was there any delay? If so why?	I sent a second email 5/20/2021 asking for a status update.			
4. Will it be launched within the next 90 days?	The updates to application was launched 5/13/2021  Received notice this was completed 05/25/2021			
Chad Sump Called: Emailed: 05/13/2021 Response: 05/20/2021, 05/26/2021				

**PROJECT STATUS  
REVIEW Q1 2021  
(June 9, 2021)**

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP</u>
Fairbury, City of	Utility Payment (AE)	01/14/2021	05/15/2021	26
1. Describe the project?	Upgrade to current platform for credit card payment system.			
2. What is the status of the project	The project is complete.			
3. Was there any delay? If so why?	There was no delay.			
4. Will it be launched within the next 90 days?	The tool is live and currently in use.			
fbylw@fairburyne.org Called: Emailed: 05/13/2021 Response: 05/13/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Garfield County Clerk 83	PayPort	04/14/2021	05/01/2021	20
1. Describe the project?				
2. What is the status of the project	Completed. We are very satisfied with the support we received and the overall project.			
3. Was there any delay? If so why?				
4. Will it be launched within the next 90 days?				
clerk@garfieldcountyne.org Called: Emailed: 05/13/2021-6/2/2021 Response: 06/02/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Garfield County Clerk 83</b>	<b>NLCC Renewal Local Set Up</b>	03/04/2021	05/16/2021	18
1. Describe the project?				
2. What is the status of the project	Completed. We are very satisfied with the support we received and the overall project.			
3. Was there any delay? If so why?				
4. Will it be launched within the next 90 days?				
clerk@garfieldcountyne.org Called: Emailed: 05/13/2021-6/2/2021 Response: 06/02/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Gordon, City of	NLCC Renewal Local Set Up	03/03/2021	04/30/2021	15
1. Describe the project?				
2. What is the status of the project	We are ready to start taking payments.			
3. Was there any delay? If so why?	No.			
4. Will it be launched within the next 90 days?	All liquor license holders had renewed when we set this up – I expect the Class C License holders to utilize it in October.			
buchank@gordon-ne.us Called: Emailed: 05/13/2021-06/2/2021 Response: 06/02/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Gretna, City of	Occupation Tax Remittance Form (AE)	02/01/2021	04/09/2021	29
1. Describe the project?	Set up on-line portal for Nebraska Crossing Monthly Occupation Tax payments to be made to City of Gretna by Corporate offices for the stores located at the Gretna Outlet mall.			
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 4/19/2021			
kandis@cityofgretna.com Called: Emailed: 05/13/2021 Response: 05/13/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP</u>
Holt County	Website (Rewrite)	03/04/2021	06/30/2021	9
1. Describe the project?				
2. What is the status of the project	We have submitted information on what specific details we would like on our new web platform and they are working on it.			
3. Was there any delay? If so why?	They had told us that there would be some wait time as they are already working on other counties.			
4. Will it be launched within the next 90 days?	I believe that is a possibility.			
Holtclerk.rita@holtcountyne.org Called: Emailed: 05/13/2021 Response: 05/19/2021				



<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Jefferson County 33	Website (Rewrite)	10/20/2020	06/30/2021	8
2. 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?				
Brad Eisenhauer Called: Emailed: 05/13/2021-06/2/2021 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Lodgepole, Village of	NLCC Renewal Local Set Up	04/16/2021	04/30/2021	18
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?				
<p>lpclerk@daltontel.net            Called:            Emailed:05/13/2021-06/02/2021            Response:</p>				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Lower Platte North NRD	Tree Sale (AE)	01/27/2021	05/31/2021	24
1. Describe the project?	NI has set up a few online payment sites for us.			
2. What is the status of the project	These projects are complete, though one is currently not being deployed until later this year as it is for tree sales and we are done with them until October.			
3. Was there any delay? If so why?	We have always received timely service from Nebraska Interactive. If there's ever been a delay it has been from our side, not giving them the feedback requested in a timely fashion.			
4. Will it be launched within the next 90 days?	No, but only because we prefer it not launch until we begin tree sales again in the fall.			
C Poole Called: Emailed: 05/13/2021 Response: 05/13/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Minden, City of	NLCC Renewal Local Set Up	04/16/2021	05/31/2021	13
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?				
A. Jordan Called: Emailed: 5/13/2021-06/02/2021 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Palmyra, Village of</b>	<b>PayPort</b>	02/10/2021	05/31/2021	20
1. Describe the project?	Beginning process to accept debit/credit cards.			
2. What is the status of the project	Next step is training on how to operate the POS device. Training has been scheduled for Monday, May 17, 2021.			
3. Was there any delay? If so why?	None. Freddy Pika has been great to work with.			
4. Will it be launched within the next 90 days?	Next. Uncertain about the exact date as I will be trained next week.			
Konnie Jividen Called: Emailed: 05/13/2021 Response: 05/13/2021				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Sherman County 56</b>	<b>Website (Rewrite)</b>	12/04/2020	04/30/2021	15
1. Describe the project?	Sherman County Courthouse upgraded their website.			
2. What is the status of the project	It is completed as far as Nebraska Interactive side of things. I continue to make changes/add items as needed.			
3. Was there any delay? If so why?	Not really, I think at the beginning there was a little wait time on getting the project started, but we weren't in a big hurry.			
4. Will it be launched within the next 90 days?	It is up and running now! You can check it out at <a href="http://shermancounty.nebraska.gov">shermancounty.nebraska.gov</a> .			
Sasha Habe Called: Emailed: 05/13/2021 Response: 05/13/2021				

# NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

April 29, 2021

The Honorable Robert B. Evnen, Chairperson and Administrator  
Nebraska State Records Board  
440 S. 8<sup>th</sup> St., Suite 210  
Lincoln, NE 68508-224

RE: Nebrask@ Online Interagency Agreement Withdrawn

Chairperson Evnen,

The purpose of this letter is to provide notice that the Nebraska Department of Health and Human Services (DHHS) is withdrawing from the Interagency Agreement providing access to the services provided by Nebrask@ Online effective May 31, 2021.

My review of the Interagency Agreement between the Nebraska State Records Board (the Board) and DHHS indicates reveals no specific unilateral termination process. Regardless, DHHS is committed to an orderly and complete transition and looks forward to working with the Nebraska State Records Board and Nebrask@ Online to achieve this goal.

A major component of an orderly and complete transition is the transfer of all information and data developed or derived by Nebrask@ Online pursuant to the contract.

The contract between Nebrask@ Online and the Board indicates that the State must provide confirmation of the contract termination and request return of any information created, developed, derived, maintained or stored by the Contractor. (*see paragraph Y. Contract Termination*).

Nebrask@ Online is carbon-copied on this correspondence and DHHS anticipates that this letter is deemed sufficient to comply with that contractual obligation for the State to request the return of any information created, developed, derived, maintained or stored by the Contractor for the entire duration of DHHS' participation in the project.

Should any additional communication directly from the Board be required to satisfy and initiate the contract termination and information transfer, DHHS requests that those communication be made expeditiously in order ensure an orderly transition.

Please coordinate return of such information with and direct any transfer specific questions to DHHS Administrator Sarah Bohnenkamp at [sarah.bohnenkamp@nebraska.gov](mailto:sarah.bohnenkamp@nebraska.gov).

Sincerely,



Felicia Quintana-Zinn  
Deputy Director, Division of Public Health  
Nebraska Dept. of Health and Human Services

CC: Colleen Byelick, Chief Deputy Secretary of State and General Counsel  
Brent Hoffman, Nebrask@ Online  
Sarah Bohenkamp, DHHS Administrator, Division of Public Health  
Sarah Houston, DHHS Lead Attorney, Division of Public Health  
Lucas W. Atkinson, DHHS Contracts Administrator



## Current Project Priority Report

### Project Scheduled for Completion

Column1	Partner Name	Project Name	Start Date (Actual)	Initial Target Launch Date	Priority Status	End Date (Actual)
1	Nebraska Department of Revenue	NDR Tax Payment Plan Phase 3	03/16/20	11/30/20	17	
2	Motor Vehicles Industry Licensing Board	MVILB Dealer System	05/07/20	10/20/20	23	
3	Administrative Office of the Courts	AOC Trial Court eFiling Package 1	08/11/20	03/26/21	25	
4	Department of Motor Vehicles	DMV PTP Setup For Sentinel Information Systems	08/18/20	04/30/21	27	04/22/21
5	Jefferson County 33	Jefferson County Website (Rewrite)	10/20/20	06/30/21	8	
6	Nebraska Board of Examiners for Land Surveyors	NBELS Land Surveyor Application (AE)	11/23/20	06/11/21	25	
7	Nebraska Board of Examiners for Land Surveyors	NBELS Reciprocity Surveyor Application (AE)	11/23/20	06/11/21	25	
8	Nebraska Board of Examiners for Land Surveyors	NBELS Surveyor In Training Application (AE)	11/23/20	06/11/21	25	
9	Sherman County 56	Sherman County Website (Rewrite)	12/04/20	04/30/21	15	04/12/21
10	Fairbury City	Fairbury City Utility Payment (AE)	01/14/21	05/15/21	26	05/04/21
11	Board of Public Accountancy	BPA LLC Certificate of Registration (AE)	01/20/21	02/15/21	21	04/05/21
12	Lower Platte North Natural Resources District	Lower Platte North NRD Trees Sale (AE)	01/27/21	05/31/21	24	
13	Engineers and Architects	E&A License Renewals CE Hours Language Clarification	01/29/21	05/01/21	6	04/27/21
14	City of Gretna	Gretna Occupation Tax Remittance Form (AE)	02/01/21	04/09/21	29	04/07/21
15	Board of Public Accountancy	BPA PC Certificate of Registration (AE)	02/02/21	04/30/21	22	04/05/21
16	Village of Palmyra	Palmyra Village Payport	02/10/21	02/28/21	20	
17	Nebraska Liquor Control Commission	NLCC Books Order Form (AE)	02/23/21	06/30/21	28	
18	Gordon City	Gordon City NLCC Renewal Local Set Up	03/03/21	04/30/21	15	04/27/21
19	Garfield County Clerk 83	Garfield County NLCC Renewal Local Set Up	03/04/21	05/16/21	18	
20	Holt County 36	Holt County Website (Rewrite)	03/04/21	06/30/21	9	
21	Minden City	Minden City NLCC Renewal Local Set Up	03/04/21	05/31/21	13	
22	Administrative Office of the Courts	AOC Certificate of Authority (AE)	03/19/21	04/09/21	11	04/01/21
23	Nebraska Brand Committee	NBC OTG Internal Payments CR	03/23/21	05/31/21	35	
24	Department of Motor Vehicles	DMV DLS New Political Party	03/30/21	04/20/21	11	04/22/21
25	Secretary of State	SOS Voter Reg Political Party Update	03/31/21	04/20/21	15	04/22/21
26	Nebraska Brain Injury Advisory Council	NBIAC Website	04/01/21	05/03/21	9	
27	Garfield County Clerk 83	Garfield County Clerk PayPort	04/14/21	05/01/21	20	
28	Lodgepole Village	Lodgepole Village NLCC Renewal Local Set Up	04/16/21	04/30/21	18	04/28/21

### Project Completed in Quarter 1 2021

Column1	Partner Name	Primary	Start Date (Actual)	Initial Target Launch Date	Priority Status	End Date (Actual)
29	Administrative Office of the Courts	AOC ePublications Filed Opinions	02/24/20	08/26/20	15	03/11/21
30	Administrative Office of the Courts	AOC Appellate eFiling Remove Govt Attorney Check	06/15/20	02/26/21	13	03/19/21
31	Veterans' Affairs	NDVA Website Redesign Phase II	06/22/20	12/31/20	14	01/20/21
32	Lower Elkhorn Natural Resources District	BGMA Website	07/20/20	02/28/21	14	01/05/21
33	Nebraska Brand Committee	NBC Admin Enhancement Pkg II	08/06/20	10/07/20	10	03/25/21
34	Department of Motor Vehicles	DMV PTP Conviction Code C17A CR	12/01/20	02/08/21	7	02/10/21
35	Department of Motor Vehicles	DMV DLR CC Conviction Code C17A CR	12/15/20	02/08/21	7	02/10/21
36	Department of Motor Vehicles	DMV DLR Subscriber Conviction Code C17A CR	12/15/20	02/08/21	7	02/10/21
37	State Electrical Division	SED List Order Add Email Addresses	01/07/21	02/26/21	10	02/17/21
38	State Electrical Division	SED License Renewal Automate Go Live CR	01/18/21	02/26/21	19	02/25/21
39	Village of Otoe	Otoe Village Payport	02/11/21	03/31/21	17	03/29/21
40	Village of Greenwood	Greenwood Village Payport	02/18/21	02/28/21	25	03/23/21

### Projects Deferred or Paused by Partner

Column1	Partner Name	Project Name	Start Date (Actual)	Initial Target Launch Date	Priority Status	End Date (Actual)
41	Secretary of State	SOS eDoc Professional Corp or LLC CR	9/26/2019	9/23/2020	30	
42	Department of Motor Vehicles	DMV DLS Status Check	2/24/2020	8/26/2020	21	
43	Administrative Office of the Courts	AOC Certificate of Registration (AE)	7/15/2020	6/30/2021	29	
44	Department of Motor Vehicles	DMV CDL Test Score Logic CR	9/3/2020	3/15/2021	10	
45	Attorney Generals Office	AGO Complaint Submission Form (AE)	1/22/2021	2/28/2021	10	
46	Boyd County	Boyd County Treasurer Payport	2/18/2021	2/28/2021	10	



DATE: May 7th, 2021  
TO: Robert Evnen, Chairman State Records board  
FROM: Brent Hoffman, General Manager  
SUBJECT: Credit Card Payment Processing Impairment – February 26, 2021

### **Background**

On Friday, February 26<sup>th</sup>, at approximately 9:40 am transactions processed through Fiserv (formerly First Data) began experiencing a high rate of failure. Fiserv is NIC's selected processor for processing Nebraska County payments and is not applicable to or affect state agencies in Nebraska. NIC Research and Development (R&D) began to immediately investigate the cause of the transaction failures then received information that indicated that the issue was with Fiserv.

Fiserv determined that the outage was the result of a third-party Internet Service Provider (ISP), experiencing an outage followed by payment gateway congestion which prevented NIC's payment processing environment from successfully processing payments. Colleen Byelick, Interim Executive Director of the Nebraska State Records Board, was notified of the outage within the first two hours. The Fiserv initial Root Cause analysis (RCA) was provided to Colleen Byelick and is attached along with the supplemental RCA from March 25<sup>th</sup>. This is the first submission of the supplemental RCA. NIC Nebraska does not utilize Interactive Voice Response (IVR) services through Fiserv therefore the second (2.) does not apply to this incident.

The issue impacted NIC Nebraska's credit card processing performed by all local and county governments. Electronic Checks (ACH) were not affected and continued to process correctly. Some credit card transactions did process with Fiserv during the impacted period, but the vast majority did not. In addition, the outage was nationwide and not only impacted NIC but, a number of other companies including Ikea, Chick-fil-A, and McDonalds.

It should be noted that due to the nature of routing funds, the payment processing infrastructure, and the security of the entire process, it would be extremely problematic to have a backup payment processing infrastructure. To the best of my knowledge this is the first significant outage by Fiserv that has impacted NIC Nebraska operations.

It is important to note, Fiserv hosts the affected functionality on their network.

Fiserv was not able to restore functionality of payment processing within two (2) hours during peak usage periods of 7:00 am to 7:00 pm Central. The ability for Fiserv to restore payment processing functionality was restored by approximately 3:30 pm Central Time.

The entire outage was approximately six hours and occurred during regular business hours. Therefore, this outage falls under Section 1. Z. Penalty in the 2019 the master agreement. In review of the outage, the loss of functionality was not a site or service hosted or developed by NIC or NIC Nebraska. This loss of functionality was not due to a change in infrastructure, or code base by NIC Nebraska or NIC.

In this written request, NIC Nebraska is submitting documentation of the event and Root Cause Analysis' from Fiserv as our burden of proof the loss of functionality was outside of the control of NIC and NIC Nebraska. I ask for the NSRB's good faith consideration in determining this a Force Majeure event and provide relief of Section I. Z Penalty of the 2019 Agreement.

A handwritten signature in black ink, appearing to read 'BH', with a long horizontal flourish extending to the right.

Brent Hoffman  
NIC Nebraska, General Manager

reports and any of the State's information or documentation containing such information. The Contractor must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by the NSRB or agreed by both parties. All transfer of data and information shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

2. The Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

## **Z. PENALTY**

If there is a loss of the functionality of one (1) or more hosted services provided by the Contractor ("Applications") on the Portal, the Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00 am to 7:00 pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, i.e. 7:00 pm to 7:00 am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of the Contractor, the Contractor will pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time-periods set out above at the discretion of the NSRB. If, however the NSRB determines such non-functionality is caused by reasons other than the acts or negligence of the Contractor, the Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2,000 per hour).

The determination of whether the loss of functionality was due to force majeure or beyond the control of the Contractor or the NIC-affiliate hosting the site or sites (if applicable) shall be made by the NSRB and such determination shall be reasonable in good faith and in writing.

## **AA. PERFORMANCE BOND**

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the NSRB based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the NSRB, after termination or expiration of the Contract.

# General Manager's Report

January 1st - March 31st  
Quarter 1

## Executive Summary

In the recent NASCIO CIO 2020 Survey, 1/3 of the state CIO'S indicated Low Code/No Code solutions as one of the top emerging technologies. NIC's AppEngine and Meadowlark are a few examples of these emerging technologies and gain cost efficiencies with the State's existing platforms from mainframe to distributed services. DevOps maturity is a challenge for many State IT organizations. The imperative to deliver apps faster with fewer defects has proven to be difficult. According to Gartner, by 2024, three-quarters of large enterprises will be using at least four low-code development tools for both IT application development and citizen development initiatives. The advancement and popularity of low-code application platforms (LCAP) promises to offer productivity gains for State DevOps and test automation practitioners.

In line with our recent operational changes, NIC Nebraska is proposing a redesigned project priority report. This report will feature two main changes. First, the project priority score will be revised to a more simple to understandable status, rather than a number. We are also adding column for "expected completion quarter" this is a moving end date that will aim to give the board a more realistic picture of when a project will be completed. This revised report will provide more accurate and timely data to the board and our partners.

Our financial position remains strong, supporting the current operations. In the second quarter, a large number of Legislative changes will impact resources as the deadline have 2021 effective dates.

The world's largest credit card processor reported an outage that affected companies across the country such as Ikea, Chick-fil-a, McDonalds. The outage also affected NIC Nebraska local and county partners. More details are provided below. NIC Nebraska implemented required changes to protect the State from fraud as a requirement of the National Automated Clearing House Association (NACHA).

NIC Nebraska has tested and implemented a new user satisfaction survey. This tool will allow us to gain user feedback on how our applications are performing. One of our main objectives was to create a quick and easy way to gather feedback, we measure this based upon engagement percentage (the amount of users who actually submitted feedback) In our first full month of use with the DMV Plate registration application, we received an impressive 25% engagement rate, well beyond our anticipated number. Looking forward we plan to implement the survey on several public-facing applications.

Brent Hoffman  
General Manager  
NIC Nebraska

*State Certified Lean Six-Sigma Executive Green Belt - C.L.S.S.E.G.B.*

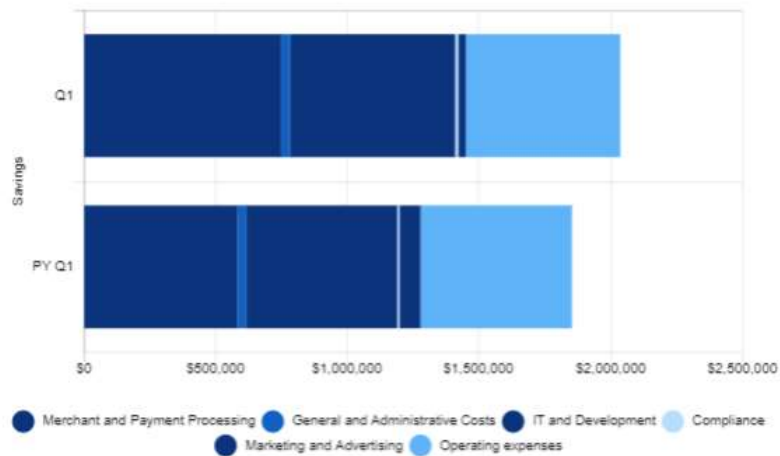
## Financials

Primary	Q1	PY Q1	Q1 % Variance
<b>2021</b>	<b>\$2,841,753.00</b>	<b>\$2,561,650.00</b>	
NI Revenue	\$2,841,753	\$2,561,650	11%
20% NSRB Margin Share	\$423,040	\$367,747	15%
Gross Margin	\$2,418,713	\$2,193,903	10%
Merchant and Payment Processing	\$749,089	\$583,164	28%
General and Administrative Costs	\$31,502	\$30,357	4%
IT and Development	\$630,946	\$577,494	9%
Compliance	\$8,596	\$5,753	49%
Marketing and Advertising	\$30,311	\$79,588	-62%
Operating expenses	\$685,330	\$577,409	1%
Total Expenses	\$2,035,774	\$2,221,511	-8%
Operating Income	\$524,947	\$340,139	54%
Total Income Tax Expense (Benefit)	\$142,342	\$99,605	43%
Net After-Tax Income (Loss)	\$382,605	\$240,534	59%
Net After-Tax Income Margin	\$0	\$0	30%

Cash Back to the State Records Board Fund



State Cost Avoidance

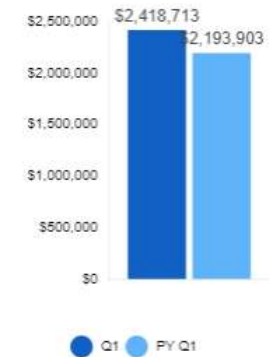


The NSRB receives 20% of the Gross transaction fees for the executive branch of government. In Q1 2021, NSRB revenue share increased 15% over Q1 of 2020.

Merchant Fees Paid by NI on behalf of the State



NI NET



The State avoids the costs of portal operations. Billing, Support, Project management, development, host among others. The cost of various technical and administrative services continues to increase. Cost increased 10% in Q1 of 2021 compared to the same period in 2020.

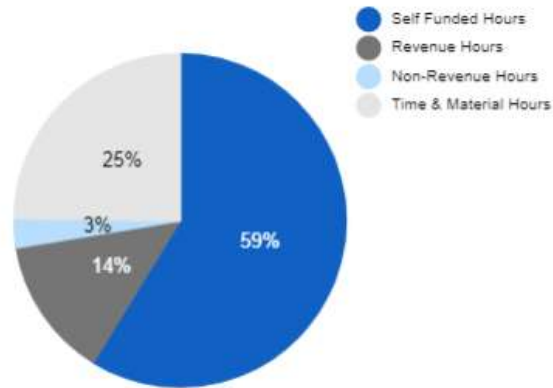
NIC pays the Merchant and banking cost for all transaction fees approved by the board. These costs affect the operating income of the portal.

NIC profit grows at a 5-year average rate of 9%, regardless of the new services delivered over those past 5 years.

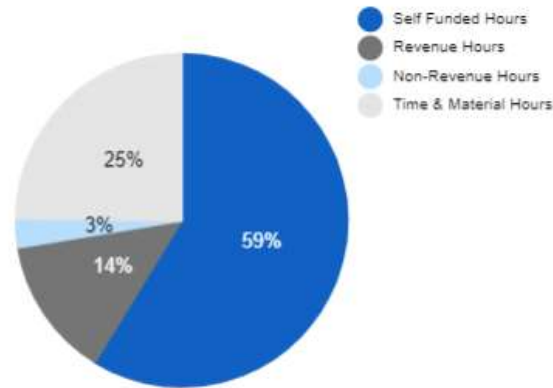


## Time and Hours Review

Q1 Time Spent by Project Funding



2021 Time Spent by Project Funding



Self-funded, Non-Revenue, and Revenue hours are all subsidized through transactions approved by the State Records Board.

In 2021 69% of the work we provided was dedicated to projects following the self-funded or non-revenue model.

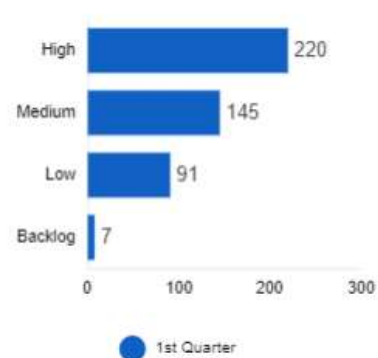
\*Some T&M hours will not be billed to the state if worked over and beyond the SOW agreement.

## Technical

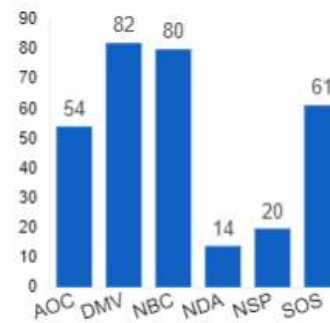
Service Tickets



Tickets by Priority



Major Agency Tickets



Q1 Uptime Report

Uptime  
100%  
1st Quarter

Downtime Reports  
0  
1st Quarter

Downtime (mins)  
0  
1st Quarter

Response time (ms)  
379.67  
1st Quarter

## Technical Report

### Fiserv Credit Card Payment Outage

On Friday, February 26th, at approximately 9:40am, transactions processed through Fiserv (formerly First Data) began experiencing a high rate of failure. Fiserv is NIC's selected processor for processing Nebraska County payments. This outage did not affect state agencies who process payments through Elavon. NIC Research and Development began to immediately investigate the cause of the transaction failures. NIC revived information that indicated that the issue was with Fiserv. Fiserv determined the outage was the result of a third-party Internet Service Provider (ISP), who experience an outage. The initial outage was reported to Colleen Byelick. The issue with Fiserv impacted all NIC Nebraska credit card processing performed by local and county governments. Some transactions did process during the impacted period, but the vast majority did not. In addition, the outage was nationwide and not only impacted NIC as a whole, but a number of other companies including Ikea, Chick-fil-A, and McDonalds.

## Security

### Security Summary

The big news this quarter revolved around unemployment insurance fraud that has significantly increased across the nation. NIC's partnerships with Federal agencies is providing an opportunity to monitor this for our state partners. NIST has defined identity assurance levels (IAL) one to three with varying degrees of requirements depending on the level needed. The "National Unemployment Insurance Fraud Task Force" (NUIFTF) is a joint effort between DOJ, FBI, DHS and USSS. This task force is due to the large increase in UI fraud that is occurring in states where the unemployment assistance programs did not require identity verification prior to enrollment. States are looking for partnerships with companies like Idemia to assist with Identity verification to reduce the amount of fraud occurring.

As a trend... because of this increase in unemployment insurance fraud, NIC has observed an increase in activity from Identity Access Brokers (IAB) targeting Identity Providers to either (a) establish new identities or (b) take over existing identities. Once the IAB has access to the identity, it can be resold or rented to groups attempting fraud for state programs. Tactics commonly used include credential stuffing attacks, brute force attacks or injection attacks to exfiltrate credentials.



## ACH Rules Changes

The National Automated Clearing House Association's (NACHA) new WEB Debits Rule took effect March 19, 2021. The WEB Debits Rule modified requirements imposed on originators of WEB debits, such as NIC. Originators must now validate consumers' account information upon first use prior to initiating an ACH debit transaction. The new account validation requirement applies whenever a user designates a checking account for an electronic (ACH) payment that will be taken or initiated over an online channel. This includes any change the consumer may make to the account number being used for a series of online payments.

The new rule does not require specific account validation methods or technologies, but it suggests that commercially reasonable options include: ACH prenotifications, ACH microtransaction verification and commercial validation services.

2nd Quarter changes anticipated in 2021:

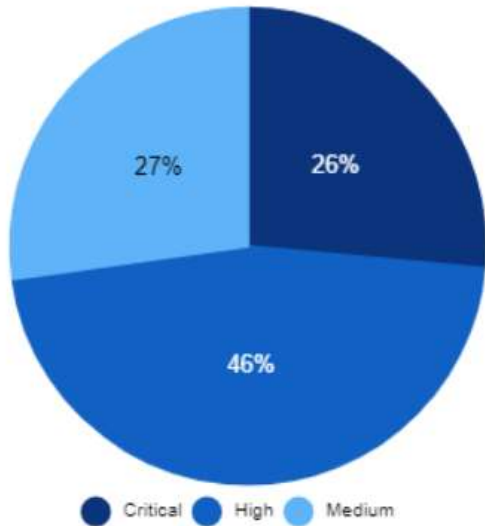
- **Supplementing Data Security Requirements** - The existing ACH Security Framework including its data protection requirements will be supplemented to explicitly require large, non-FI Originators, Third-Party Service Providers (TPSPs) and Third-Party Senders (TPSs) to protect deposit account information by rendering it unreadable when it is stored electronically. Phase 1 of the Rule, which applies to ACH Originators and Third-Parties with more than 6 million ACH payments annually, effective on June 30, 2021,
- **Limitation on Warranty Claims** - This new rule limits the length of time in which an RDFI will be permitted to make a claim against the ODFI's authorization warranty. The rule will become effective June 30, 2021.
- **Reversals and Enforcement** The overarching purpose of these two Rules is to deter and prevent, to the extent possible, the improper use of reversals and the harm it can cause. Explicitly address improper uses of reversals, and improve enforcement capabilities for egregious violations of the Rules. The Reversals rule will become effective June 30, 2021.

For more information, visit NACHA's Account Validation Resource Center and review NACHA Operations.

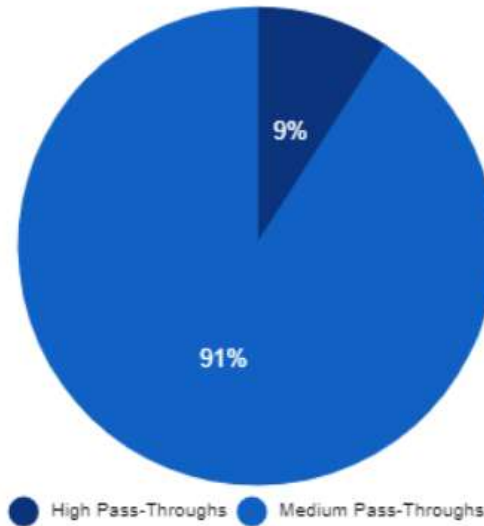
### Q1 Security Alerts



### Quarterly Security Alerts



### Quarterly Security Pass-Through



### Annual Contract Compliance

**Commercially Audited Company Financials**

Submitted  
1st Quarter

**Business Plan**

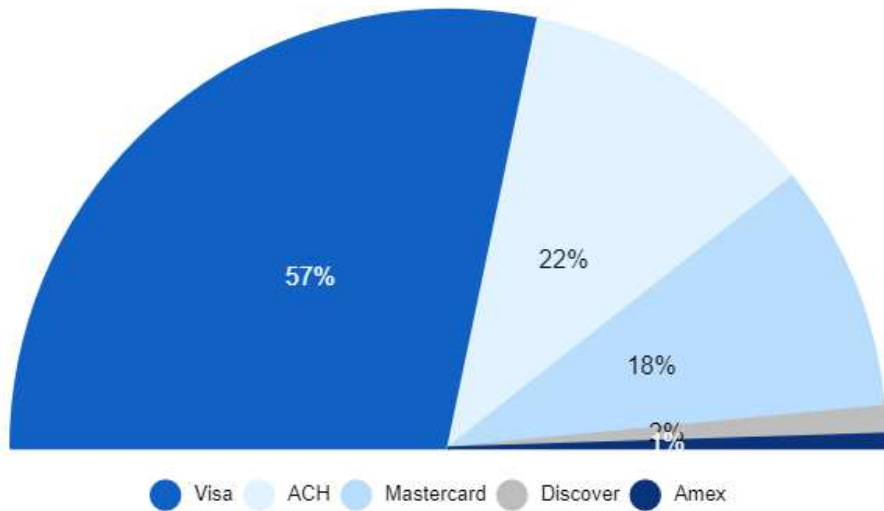
Accepted  
1st Quarter

**PCI Attestation of Compliance**

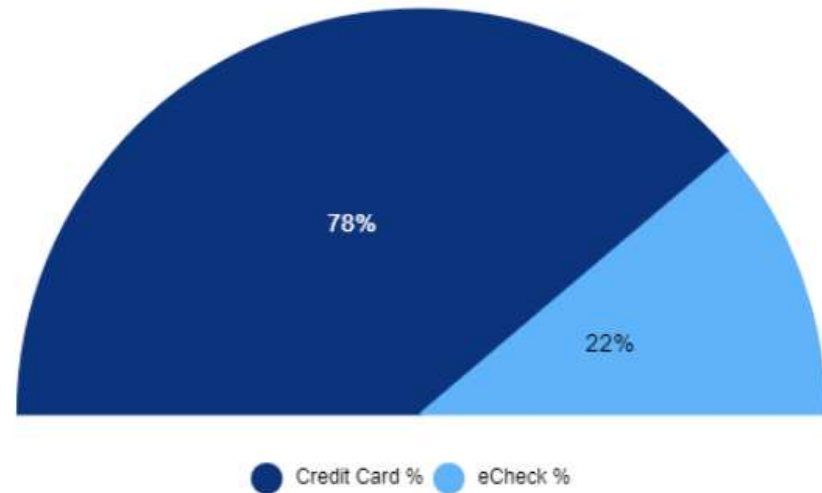
Pending Certification  
1st Quarter

# Transactions Summary

## 2020 Transactions by Type



## Q1 Transaction Volume by Payment Category



# Management Report

## Web Stats and Transactions

2021 Q1 GM Report Website Analytics and Transaction Volume

## 2021 Q1 News

### Primary

[West Virginia Division of Motor Vehicles Surpasses 1 Million Online Transactions](#)

[West Virginia Secretary of State's Office Now Scheduling Appointments Online for In-Person Services](#)

[West Virginia Secretary of State's Office Now Scheduling Appointments Online for In-Person Services](#)

[NIC Awarded Contract to Continue Operating the Federal Motor Carrier Safety Administration's Pre-Employment Screening Program](#)

[Hawaii Office of Information Practices, NIC Hawaii Launch Modernized State Public Meetings Calendar](#)

[Kansas Real Estate Appraisal Board Launches Redesigned Website](#)

[NIC Offers Expedited Options for U.S. Passports](#)

[Tyler Technologies to Acquire NIC in \\$2.3 Billion All-Cash Transaction](#)

[County of Kaua'i, NIC Hawaii Provide New Digital Landfill Payment Services](#)

[NIC Wins National Award for Outstanding Customer Service](#)

[NIC Named One of Forbes' Best Small Companies](#)

[NIC Insurance Filings Introduces SR-22, SR-26 Filing Services for State of Washington](#)

[Alabama Secretary of State, NIC Alabama Expand Online Filing to All Counties](#)

[NIC Inc. Starts 2021 with Three National Awards](#)

## Customer Satisfaction Ratings

### DMV Plate Reg App Rating

April 1-30, 2021

**4.65** Average Star Rating 

**10,900** Total Votes

### Customer Satisfaction Ratings

In March of 2021, NIC Nebraska launched a series of test to determine what customer satisfaction survey resulted in the highest level of engagement from citizens. NIC Nebraska plans to launch customer satisfaction ratings on several public facing application in the 2nd quarter. In the month of April- DMV Plate Registration received an average rating of 4.65. Importantly, it recorded a **25% engagement rate**. For context, the most successful email marketing campaigns see around 10% engagement.



## Enterprise Management

### Nebraska Brand Committee

NIC Nebraska executed on a plan to standup a reporting platform to give the Nebraska Brand Committee the ability to create and produce reports on their own. On Friday, February 12th, 2020 the Legislative Hearing on LB571, LB572, and LB614 were held for over 6 hours. As a result of the improvements to OtG and reporting capabilities, Senator Brewer was very complimentary of the testimony of the Nebraska Brand Committee and he highlighted the excellent work and enhancements that the Brand Committee has accomplished in the last few years. Senator John Cavanaugh asked numerous insightful questions regarding the process and was genuinely impressed with the Brand Committee's responses and information. The Brand Committee is very appreciative of the efforts of NIC Nebraska and credits their team and technology for saving their agency.

NIC also met with the NBC at the annual inspector meeting in Broken Bow. General Manager Brent Hoffman spoke with the board about upcoming updates and enhancements.

### New Portfolio Management Process

In March NIC Nebraska introduced our new Portfolio Management Process to DMV, SOS, NBC, NSP, and AOC. The New process was implemented in an attempt to manage the portals backlog in a more efficient and meaningful way. Partners are asked to manage their own respective backlogs, while introducing only the most relevant projects via monthly portfolio management meetings. This process will allow NIC and State Partners to allocate time and resources to the most impactful projects. The new management process has been well-received by our key partners. Project managers and partners are already holding monthly portfolio review meetings.

### Lean Six Sigma Involvement

In conjunction with the Center of Operational Excellence, NIC Nebraska continues its tradition of Lean certifying employees. Project Manger Chelsey Busse began her Green Belt certification. Director of Operations Jay Sloan began his Executive Green Belt Cohort.

### New Product Resource

NIC Nebraska began the process of hiring an additional resource to join the products/business development team. Expected to start mid 2nd quarter, this asset will assist with partner content management within our Drupal (Meadowlark) application and the AppEngine rapid deploy product.

### New Nebraska Political Party

NIC Nebraska worked closely with the Secretary of States' office to implement a newly formed political party. At the end of March, Legal Marijuana NOW was approved as a new political party. The NIC team implemented the change into several online services such as the voter registration application and various other applications.

## Growth

### **AOC eOpinions Launched**

On Monday, March 15th NIC Nebraska launched a long-time requested enhancement to the existing Appellate eFiling and Appellate ePublications Online Library applications. This enhancement integrates the two services to send information digitally from ePublications to Appellate eFiling for acceptance into AOC's SCCALES database system. From an agency perspective, the capability to send this information digitally reduces paper trail from the Reporter of Decisions Office in the State Capitol building to the AOC Office and provides efficiency and data collection in a new way for one of our most valued partners. This enhancement also impacts the business workflow of the Reporter of Decisions and has been supported with education and mentoring from the AOC. The project launch is currently undergoing testing of a few minor bug fixes anticipated to be resolved within the next few days.

### **DMV Services Increase In Midst of Pandemic**

NIC Nebraska is noticing an upward trend in online service adoption as a result of the COVID-19 pandemic. Specifically within DMV services. With many service offices closed, citizens were more likely to utilize online government services. That initial experience may have resulted in continued use and increased adoption. DMV Online Plate registration increased 29% from Q1 2020 to Q1 2021. Additionally, Drivers Licenses Renewals also saw a 40% increase over that same period.

### **State Fire Marshall Mobile Inspections**

During the month of March, NIC Nebraska worked closely with the Nebraska State Fire Marshall to find a solution for the agencies outdated database and mobile inspection capabilities. NIC Nebraska presented several demos of the On The Go mobile inspection application. After presenting a final proposal, the solution was cost-prohibitive for the agency, and they decided not to implement.

### **City of Gretna Library Management System**

In early January, NIC Nebraska launch a library management solution for the City of Gretna. Utilizing our rapid deploy solution (AppEngine) the system allows citizens to renew or apply for a library card, report a card stolen or pay fines and update account information. The system gives admin users the ability to add a workflow to these request as well as mark the task completed. This solution was incredibly impactful for the City of Gretna:

*"I wanted to take a few moments to write to you and say thank you and everyone on your team for helping create this. As I'm processing accounts, I am so happy and grateful for how great this system is. We've received wonderful feedback from our patrons who are also loving the system. Hooray!"*

**- Rebecca McCorkindale, Assistant Library Director**

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## Innovation

### **On The Go Internal Payments**

NIC Nebraska and the On The Go (OTG) corporate team have been working to release a new payment feature for OTG mobile inspection. This new feature fixes several payment related issues within the OTG mobile inspection application. This new capability will significantly improve payment functions for the Nebraska Brand Committee and other users of the OTG application.

### **Software Upgrades**

NIC Nebraska has begun the process of undertaking two significant infrastructure upgrades. First, NIC will begin the process of upgrading our application framework from Grails 2 to Grails 4. This framework is universally used across several state applications. Second, NIC will be transitioning to the newest version of Drupal (Meadowlark). Drupal is the platform used to house several state websites. NIC is reviewing pricing from third-party vendors to assist with the upgrades.

### **Additional Technical Resources**

Beginning in late 2nd quarter, NIC Nebraska will be adding two additional technology resources. NIC will welcome its first participant in a student internship program. The intern will assist in several maintenance and upgrade requests. Additionally, NIC is hiring for a secondary systems administrator. This asset will allow NIC to build and maintain a more efficient technology infrastructure.



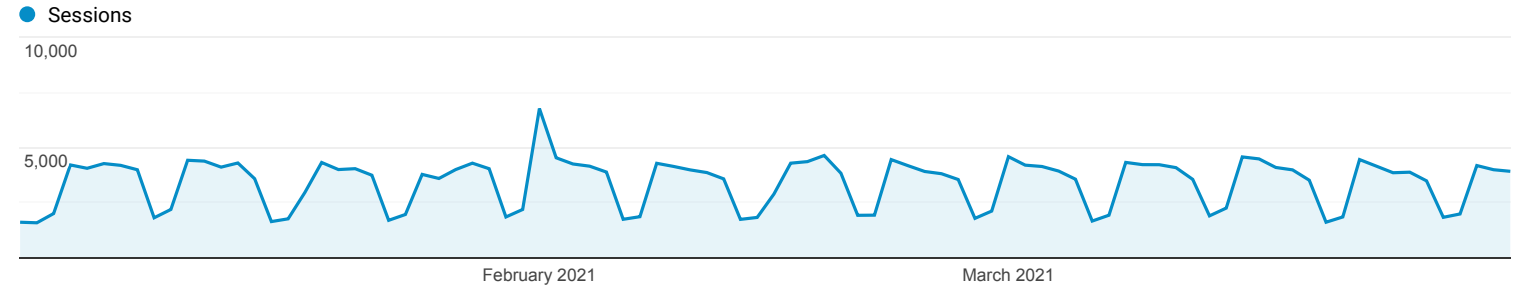
monthly gm report

Jan 1, 2021 - Mar 31, 2021

All Users  
100.00% Sessions

Explorer

Summary




Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration
	<b>307,727</b> % of Total: 100.00% (307,727)	<b>64.39%</b> Avg for View: 64.39% (0.00%)	<b>198,143</b> % of Total: 100.00% (198,143)	<b>64.69%</b> Avg for View: 64.69% (0.00%)	<b>1.69</b> Avg for View: 1.69 (0.00%)	<b>00:01:24</b> Avg for View: 00:01:24 (0.00%)
1. desktop	<b>208,726</b> (67.83%)	59.90%	125,025 (63.10%)	63.63%	1.71	00:01:35
2. mobile	<b>91,899</b> (29.86%)	74.88%	68,813 (34.73%)	67.27%	1.66	00:00:58
3. tablet	<b>7,102</b> (2.31%)	60.62%	4,305 (2.17%)	62.52%	1.72	00:01:22

Rows 1 - 3 of 3

**Payment Statement  
February 28, 2021**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: January 1st - January 31st**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	11,687	\$3.00	\$35,061.00	\$23,374.00	\$11,687.00	\$2,337.40	\$9,349.60
DMV- DLR - Monitoring Fee	654,435	\$0.06	\$39,266.10	\$26,177.40	\$13,088.70	\$2,617.74	\$10,470.96
DMV- DLR - Interactive	75,978	\$3.00	\$227,934.00	\$151,956.00	\$75,978.00	\$15,195.60	\$60,782.40
DMV- DLR - Certified	9	\$3.00	\$27.00	\$18.00	\$9.00	\$1.80	\$7.20
DMV- DLR - Certified Transcript	131	\$4.00	\$524.00	\$393.00	\$131.00	\$26.20	\$104.80
DMV-SRIND	140	\$0.50	\$70.00	\$0.00	\$70.00	\$14.00	\$56.00
DMV-SRBULK	24	\$0.15	\$3.60	\$0.00	\$3.60	\$0.72	\$2.88
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	2,173	\$3.00	\$6,519.00	\$4,346.00	\$2,173.00	\$434.60	\$1,738.40
DMV - Driver License Renew	18,216	Variable	\$502,297.25	\$477,938.00	\$24,359.25	\$4,871.85	\$19,487.40
DMVOTC	5,117	Variable	\$129,710.50	\$122,697.00	\$7,013.50	\$1,402.70	\$5,610.80
DMVOTC_CASH	19,089	Variable	\$457,450.00	\$457,450.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	16,581	\$1.00	\$16,581.00	\$6,632.40	\$9,948.60	\$1,989.72	\$7,958.88
DMV- TLR - batch	26,127	\$1.00	\$26,127.00	\$10,450.80	\$15,676.20	\$3,135.24	\$12,540.96
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	46	\$18.00	\$828.00	\$460.00	\$368.00	\$73.60	\$294.40
DMV - Reinstatement	2,031	\$3.00	\$153,343.00	\$147,250.00	\$6,093.00	\$1,218.60	\$4,874.40
DMV - IRP	990	Variable	\$6,667,909.30	\$6,649,424.68	\$18,484.62	\$3,696.92	\$14,787.70
DMV - IFTA	1,217	Variable	\$418,577.89	\$416,103.44	\$2,474.45	\$494.89	\$1,979.56
DMVSPLATE	1,447	Variable	\$15,651.00	\$11,310.00	\$4,341.00	\$868.20	\$3,472.80
DMVSPLATEMESS	1,090	Variable	\$53,830.00	\$50,560.00	\$3,270.00	\$654.00	\$2,616.00
DMV - SingleTripPermit	627	Variable	\$25,422.00	\$23,360.00	\$2,062.00	\$412.40	\$1,649.60
DMV - Motor Vehicle Renewals	40,467	Variable	\$8,658,925.37	\$8,450,869.36	\$208,056.01	\$41,611.20	\$166,444.81
DMV_Fleets	74	Variable	\$380,730.52	\$378,836.27	\$1,894.25	\$378.85	\$1,515.40
DMV_DAS	176	Variable	\$20,983.00	\$17,215.00	\$3,768.00	\$753.60	\$3,014.40
HHSS - Health Practitioner Lists	99	Variable	\$8,725.00	\$0.00	\$8,725.00	\$1,745.00	\$6,980.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,815.00	\$0.00	\$2,815.00	\$563.00	\$2,252.00
HHSS - Health License Monitoring	120,707	Variable	\$1,207.07	\$0.00	\$1,207.07	\$241.41	\$965.66
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$99.73	\$0.00	\$99.73	\$19.95	\$79.78
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_SDL	51	Variable	\$2,175.25	\$2,040.00	\$135.25	\$27.05	\$108.20
SED - Electrical Permits	0	4% of Fee	\$61,768.00	\$61,768.00	\$2,470.72	\$494.14	\$1,976.58
SED - Electrician License Renewal	777	2% of Fee	\$57,134.00	\$57,134.00	\$2,328.00	\$465.60	\$1,862.40
SED - Electrician Apprentice License	94	3.00	\$4,042.00	\$4,042.00	\$282.00	\$56.40	\$225.60
SED - License List	6	Variable	\$160.00	\$160.00	\$30.00	\$6.00	\$24.00
SEDEXAM3 - Exam Application (\$3 fee)	59	3.00	\$3,717.00	\$3,717.00	\$177.00	\$35.40	\$141.60
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,170.00	\$1,170.00	\$45.00	\$9.00	\$36.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	3,322	\$3.00	\$76,406.00	\$66,440.00	\$9,966.00	\$1,993.20	\$7,972.80
SOS - Document eDelivery	2,890	\$2/vari	\$177,249.15	\$170,325.00	\$6,924.15	\$1,384.83	\$5,539.32
SOS - Corp filings (Foreign/Domestic Corporations)	21,652	Variable	\$324,079.00	\$249,490.00	\$74,589.00	\$14,917.80	\$59,671.20

SOS - corpdocs (TPE)	1,929	Variable	\$8,501.65	\$5,727.27	\$2,774.38	\$554.88	\$2,219.50
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$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)	39	Variable	\$630.00	\$315.00	\$315.00	\$63.00	\$252.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$210.00	\$840.00
SOS - Corp_OCOGS	626	\$6.50	\$4,069.00	\$1,565.00	\$2,504.00	\$500.80	\$2,003.20
SOS - Corpcogs	76	\$10.00	\$760.00	\$760.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,083	\$0.45	\$2,287.35	\$1,626.56	\$660.79	\$132.16	\$528.63
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	0	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$210.00	\$840.00
SOS - UCC Interactive Searches	8,872	\$4.50	\$39,924.00	\$31,052.00	\$8,872.00	\$1,774.40	\$7,097.60
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	145	Variable	\$290.00	\$145.00	\$145.00	\$29.00	\$116.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - UCC Continuationl Filings	1,420	\$8.00	\$11,360.00	\$9,230.00	\$2,130.00	\$426.00	\$1,704.00
SOS - UCC Original Filings	2,092	\$8.00	\$16,736.00	\$13,598.00	\$3,138.00	\$627.60	\$2,510.40
SOS - UCC Electronic Amendments	359	\$8.00	\$2,872.00	\$2,333.50	\$538.50	\$107.70	\$430.80
SOS - UCC Electronic Assignments	4	\$8.00	\$32.00	\$26.00	\$6.00	\$1.20	\$4.80
SOS - UCC Electronic Collateral Amendments	82	\$8.00	\$656.00	\$533.00	\$123.00	\$24.60	\$98.40
SOS - UCC Images	15,462	\$0.45	\$6,957.90	\$4,947.84	\$2,010.06	\$402.01	\$1,608.05
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	26	Variable	\$208.00	\$169.00	\$39.00	\$7.80	\$31.20
SOS - UCCASSIGN_BULK	16	Variable	\$128.00	\$104.00	\$24.00	\$4.80	\$19.20
SOS - UCCCOLLAMEND	5	Variable	\$40.00	\$32.50	\$7.50	\$1.50	\$6.00
SOS - UCCCONT_BULK	77	Variable	\$616.00	\$500.50	\$115.50	\$23.10	\$92.40
SOS - UCCORIG_BULK	555	Variable	\$4,440.00	\$3,607.50	\$832.50	\$166.50	\$666.00
SOS - EFS Interactive Searches	2,978	\$4.50	\$13,401.00	\$10,423.00	\$2,978.00	\$595.60	\$2,382.40
SOS - EFS Special Request	936	\$2.00	\$1,872.00	\$936.00	\$936.00	\$187.20	\$748.80
SOS - EFS Continuations	254	\$8.00	\$2,032.00	\$1,651.00	\$381.00	\$76.20	\$304.80
SOS - EFS Original Filings	283	\$8.00	\$2,264.00	\$1,839.50	\$424.50	\$84.90	\$339.60
REV - Sales/Use Tax Permit Lists	14	\$5.50	\$77.00	\$0.00	\$77.00	\$15.40	\$61.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	83	5% of Fee	\$7,241.00	\$7,241.00	\$362.05	\$72.41	\$289.64
E&A - Engineers & Architects	36	5% of Fee	\$5,400.00	\$5,400.00	\$270.00	\$54.00	\$216.00
Water Well Registrations	140	5% of Fee	\$12,060.00	\$11,215.80	\$844.20	\$168.84	\$675.36
REV - Motor Fuels Tax Filing	656	\$0.25	\$164.00	\$0.00	\$164.00	\$32.80	\$131.20
NDOA - Applicator permits	359	Variable	\$21,585.00	\$20,673.00	\$912.00	\$182.40	\$729.60
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	13	Variable	\$1,485.46	\$1,438.49	\$46.97	\$9.39	\$37.58
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	222	Variable	\$2,306,879.06	\$2,306,008.24	\$870.82	\$174.16	\$696.66
NDOA - AGSMALL_PACKAGE	195	Variable	\$112,646.93	\$111,185.50	\$1,461.43	\$292.29	\$1,169.14
NDOA - AG_EURO_CORN	1	Variable	\$38.43	\$35.75	\$2.68	\$0.54	\$2.14
NDOA - AGFFAL_Tonnage	612	Variable	\$293,212.83	\$290,992.44	\$2,220.39	\$444.08	\$1,776.31
NDOA - AGFIRM_REGISTRATION	14	Variable	\$204.57	\$177.25	\$27.32	\$5.46	\$21.86
NDOA - AGGFAL_Renew	191	Variable	\$3,589.63	\$3,199.25	\$390.38	\$78.08	\$312.30
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$24,737.91	\$24,709.42	\$28.49	\$5.70	\$22.79
NDOA - Grape/Potato	12	Variable	\$5,041.58	\$4,955.30	\$86.28	\$17.26	\$69.02
NDOA - Food License Renewals	2	Variable	\$312.87	\$305.43	\$7.44	\$1.49	\$5.95
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	9	Variable	\$36,200.00	\$36,200.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	53	Variable	\$8,575.52	\$8,387.25	\$188.27	\$37.65	\$150.62

NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	34	Variable	\$62,048.36	\$61,968.22	\$80.14	\$16.03	\$64.11
NDOA - AGNURSERY_RENEW	199	Variable	\$21,776.95	\$21,069.66	\$707.29	\$141.46	\$565.83
NDOA - AGNURSERY_STOCK	2	Variable	\$727.12	\$701.80	\$25.32	\$5.06	\$20.26
NDOA - AGPERMIT_SELLSEEDS	3	Variable	\$102.49	\$94.75	\$7.74	\$1.55	\$6.19
NDOA - Pet Feed Rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	54	Variable	\$7,635.58	\$7,456.25	\$179.33	\$35.87	\$143.46
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.86	\$69.75	\$7.11	\$1.42	\$5.69
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	1	Variable	\$11.25	\$10.00	\$1.25	\$0.25	\$1.00
SFM - Fireworks Display Permits	42	Variable	\$14,188.94	\$13,675.00	\$513.94	\$102.79	\$411.15
SFM_BOILER	53	Variable	\$5,225.00	\$5,225.00	\$159.00	\$31.80	\$127.20
SFM_ELEVATOR	116	Variable	\$24,126.44	\$24,126.44	\$348.00	\$69.60	\$278.40
SFM_ELEVATOR_CC%	57	Variable	\$19,576.44	\$19,576.44	\$587.29	\$117.46	\$469.83
OTC-Over the counter payment	13,669	Variable	\$3,294,378.93	\$3,253,312.11	\$41,066.82	\$8,213.36	\$32,853.46
OTC Billback	82	Variable	\$456.74	\$0.00	\$456.74	\$91.35	\$365.39
PropertyTax Payments	466	Variable	\$1,619,882.29	\$1,613,929.92	\$5,952.37	\$1,190.47	\$4,761.90
NDOL - Contractor Registration	1,006	Variable	\$31,639.60	\$28,615.00	\$3,024.60	\$604.92	\$2,419.68
NDOL_OVR_PMT	1,540	Variable	\$88,131.87	\$0.00	\$1,210.66	\$242.13	\$968.53
NDOL_TAX_PMT	19	Variable	\$3,102.95	\$0.00	\$150.09	\$30.02	\$120.07
NEROADS - DOT Permits	8,433	Variable	\$227,002.75	\$212,245.00	\$14,757.75	\$2,951.55	\$11,806.20
NEROADS- NDOT_RMS	34	Variable	\$6,049.07	\$5,811.11	\$237.96	\$47.59	\$190.37
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	34	Variable	\$779.50	\$726.12	\$53.38	\$10.68	\$42.70
State Patrol Crime Report	1,178	\$18.00	\$24,428.00	\$19,700.00	\$4,728.00	\$945.60	\$3,782.40
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	1,507	\$4.50	\$82,131.50	\$75,350.00	\$6,781.50	\$1,356.30	\$5,425.20
NSPApptFee	1,083	\$4.50	\$82,662.95	\$78,727.75	\$3,935.20	\$787.04	\$3,148.16
State Patrol Crime Report - Subscriber	1,053	Variable	\$16,312.50	\$13,477.50	\$2,835.00	\$567.00	\$2,268.00
Event Registration	108	10% of Fee	\$2,255.00	\$2,029.50	\$225.50	\$45.10	\$180.40
Sarpy_Stop	213	Variable	\$26,160.00	\$25,524.52	\$635.48	\$127.10	\$508.38
Medicaid & Long Term Care	28	\$1.75	\$2,213.00	\$2,213.00	\$49.00	\$9.80	\$39.20
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	204	Variable	\$10,799.98	\$10,530.00	\$269.98	\$54.00	\$215.98
order_form_LPNNRD	131	Variable	\$4,612.71	\$4,288.46	\$324.25	\$64.85	\$259.40
order_form_UBBNRD	8	Variable	\$612.67	\$585.56	\$27.11	\$5.42	\$21.69
Library_acct_mgmt	19	Variable	\$810.25	\$760.00	\$50.25	\$10.05	\$40.20
Utility_payment	1,308	Variable	\$200,645.57	\$195,895.31	\$4,750.26	\$950.05	\$3,800.21
SarpyCommunityCorrections	19	Variable	\$1,702.41	\$1,631.00	\$71.41	\$14.28	\$57.13
SARPY_VEHINSP	15	Variable	\$320.45	\$287.00	\$33.45	\$6.69	\$26.76
OTLPAYMENT	5	Variable	\$4,407.67	\$4,387.03	\$20.64	\$4.13	\$16.51
59PlanningDept	74	Variable	\$110,770.09	\$108,458.40	\$2,311.69	\$462.34	\$1,849.35
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	128,559	Variable	\$7,713.54	\$0.00	\$7,713.54	\$1,542.71	\$6,170.83
NBC_Inspections	429	Variable	\$42,641.98	\$42,641.98	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	59,368	Variable	\$3,562.08	\$0.00	\$3,562.08	\$712.42	\$2,849.66
NBC_NISaleBarn	218,730	Variable	\$218,730.00	\$218,730.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	218,730	Variable	\$13,123.80	\$0.00	\$13,123.80	\$2,624.76	\$10,499.04
NBC_RFLRenewal	6	Variable	\$59,000.00	\$59,000.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	30,802	Variable	\$30,802.00	\$30,802.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	30,802	Variable	\$1,848.12	\$0.00	\$1,848.12	\$369.62	\$1,478.50
BOGRENEW	6	\$3.25	\$19.50	\$0.00	\$19.50	\$3.90	\$15.60
dhscentregDH	933	Variable	\$3,732.00	\$2,332.50	\$1,399.50	\$279.90	\$1,119.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	2,669	\$1.50	\$12,769.00	\$8,770.00	\$3,999.00	\$799.80	\$3,199.20
dhscentregDHL	6,979	\$1.50	\$34,895.00	\$24,426.50	\$10,468.50	\$2,093.70	\$8,374.80
REVENUE_FEE	3,587	\$1.75	\$6,277.25	\$0.00	\$6,277.25	\$1,255.45	\$5,021.80

MVILB_Renewal	30	Variable	\$14,331.20	\$13,940.00	\$391.20	\$78.24	\$312.96
<b>SUBTOTAL</b>	<b>1,805,957.00</b>		<b>27,979,439.77</b>	<b>27,186,631.72</b>	<b>710,042.04</b>	<b>142,008.42</b>	<b>568,033.62</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	122,947	\$1.00	\$122,947.00	61,473.50	61,473.50	\$61,473.50
Court Records (Justice) Monthly	87	\$500.00	\$43,500.00	\$21,750.00	21,750.00	\$21,750.00
Court Records (Justice) Credit Card Searches	849	\$15.00	\$12,735.00	\$6,367.50	6,367.50	\$6,367.50
Court E-Filing	14,554	\$1.00	\$14,554.00	\$0.00	14,554.00	\$14,554.00
COURTRECORDF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	1	Variable	\$1,000.00	\$0.00	1,000.00	\$1,000.00
COURTAPELFILE	263	\$2.00	\$526.00	\$0.00	526.00	\$526.00
AOCERTGS	47	Variable	\$348.05	\$260.00	88.05	\$88.05
COURTAPPTFILE	5	variable	\$250.00	\$0.00	250.00	\$250.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	5,241	Variable	\$753,704.15	\$738,805.90	14,898.25	\$14,898.25
Court Payments	3,202	Variable	\$1,100,147.05	\$1,082,400.31	17,746.74	\$17,746.74
Lobbyist Registration	57	\$0.05	\$11,675.00	\$11,675.00	583.75	\$583.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	9	\$50.00	\$450.00	\$225.00	225.00	\$225.00
LEG - BillTracker (4-10 eProfiles)	5	\$100.00	\$500.00	\$250.00	250.00	\$250.00
LEG - BillTracker (11-20 eProfiles)	1	\$250.00	\$250.00	\$125.00	125.00	\$125.00
LEG - BillTracker (Unlimited eProfiles)	1	\$500.00	\$500.00	\$250.00	250.00	\$250.00
Wccfile	741	Variable	\$3,594.00	\$1,692.00	\$1,902.00	\$1,902.00
Sccalesubscr	693	Variable	\$693.00	\$346.50	346.50	\$346.50
<b>SUBTOTAL</b>	<b>148,842</b>		<b>2,077,223.25</b>	<b>1,925,620.71</b>	<b>152,186.29</b>	<b>152,186.29</b>
						<b>\$34,630.89</b>

**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			23,547.83	23,547.83	23,547.83
Subscriptions - New	467	variable	50,901.00	50,901.00	50,901.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$74,448.83</b>	<b>\$74,448.83</b>	


**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,032	17.00	42,653.00	42,653.00	0.00
LCC -Tax Payments	37	variable	3,159,874.00	3,159,874.00	0.00
COURTEFILESUB	14,554	variable	\$399,724.00	\$399,724.00	0.00
PSCREMIT	353	variable	\$4,414,422.34	\$4,414,422.34	0.00
WCCSUB	107	variable	\$1,692.00	\$1,692.00	0.00
<b>SUBTOTAL</b>	<b>17,083</b>		<b>\$8,018,365.34</b>	<b>\$8,018,365.34</b>	<b>\$0.00</b>

**Payment Statement  
March 31, 2021**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: February 1st - February 28th**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	11,694	\$3.00	\$35,082.00	\$23,388.00	\$11,694.00	\$2,338.80	\$9,355.20
DMV- DLR - Monitoring Fee	653,037	\$0.06	\$39,182.22	\$26,121.48	\$13,060.74	\$2,612.15	\$10,448.59
DMV- DLR - Interactive	71,041	\$3.00	\$213,123.00	\$142,082.00	\$71,041.00	\$14,208.20	\$56,832.80
DMV- DLR - Certified	17	\$3.00	\$51.00	\$34.00	\$17.00	\$3.40	\$13.60
DMV- DLR - Certified Transcript	160	\$4.00	\$640.00	\$480.00	\$160.00	\$32.00	\$128.00
DMV-SRIND	102	\$0.50	\$51.00	\$0.00	\$51.00	\$10.20	\$40.80
DMV-SRBULK	30	\$0.15	\$4.50	\$0.00	\$4.50	\$0.90	\$3.60
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,897	\$3.00	\$5,691.00	\$3,794.00	\$1,897.00	\$379.40	\$1,517.60
DMV - Driver License Renew	15,084	Variable	\$417,646.50	\$397,511.00	\$20,135.50	\$4,027.10	\$16,108.40
DMVOTC	5,318	Variable	\$134,315.00	\$126,996.00	\$7,319.00	\$1,463.80	\$5,855.20
DMVOTC_CASH	18,625	Variable	\$448,568.50	\$448,568.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	16,545	\$1.00	\$16,545.00	\$6,618.00	\$9,927.00	\$1,985.40	\$7,941.60
DMV- TLR - batch	21,045	\$1.00	\$21,045.00	\$8,418.00	\$12,627.00	\$2,525.40	\$10,101.60
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	22	\$18.00	\$396.00	\$220.00	\$176.00	\$35.20	\$140.80
DMV - Reinstatement	1,833	\$3.00	\$141,349.00	\$135,850.00	\$5,499.00	\$1,099.80	\$4,399.20
DMV - IRP	550	Variable	\$1,058,191.65	\$1,053,872.06	\$4,319.59	\$863.92	\$3,455.67
DMV - IFTA	386	Variable	\$37,275.67	\$36,695.06	\$580.61	\$116.12	\$464.49
DMVSPLATE	775	Variable	\$9,495.00	\$7,170.00	\$2,325.00	\$465.00	\$1,860.00
DMVSPLATEMESS	817	Variable	\$41,231.00	\$38,780.00	\$2,451.00	\$490.20	\$1,960.80
DMV - SingleTripPermit	560	Variable	\$22,821.00	\$20,965.00	\$1,856.00	\$371.20	\$1,484.80
DMV - Motor Vehicle Renewals	35,825	Variable	\$7,660,905.38	\$7,477,827.38	\$183,078.00	\$36,615.60	\$146,462.40
DMV_Fleets	39	Variable	\$78,773.98	\$78,381.80	\$392.18	\$78.44	\$313.74
DMV_DAS	211	Variable	\$28,255.00	\$22,699.00	\$5,556.00	\$1,111.20	\$4,444.80
HHSS - Health Practitioner Lists	69	Variable	\$5,210.00	\$0.00	\$5,210.00	\$1,042.00	\$4,168.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	114,492	Variable	\$1,144.92	\$0.00	\$1,144.92	\$228.98	\$915.94
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$100.24	\$0.00	\$100.24	\$20.05	\$80.19
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	762	\$1.00	\$115,949.02	\$113,477.00	\$2,472.02	\$494.40	\$1,977.62
LCC Local Renewals	336	Variable	\$198,287.99	\$196,350.67	\$1,937.32	\$387.46	\$1,549.86
LCC_SDL	50	Variable	\$2,131.50	\$2,000.00	\$131.50	\$26.30	\$105.20
SED - Electrical Permits	0	4% of Fee	\$53,368.00	\$53,368.00	\$2,134.72	\$426.94	\$1,707.78
SED - Electrician License Renewal	176	2% of Fee	\$13,193.00	\$13,193.00	\$528.00	\$105.60	\$422.40
SED - Electrician Apprentice License	67	3.00	\$2,881.00	\$2,881.00	\$201.00	\$40.20	\$160.80
SED - License List	1	Variable	\$35.00	\$35.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	46	3.00	\$2,898.00	\$2,898.00	\$138.00	\$27.60	\$110.40
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,170.00	\$1,170.00	\$45.00	\$9.00	\$36.00
SOS - Corporation filings (LLC/LLP) (TPE)	13,275	\$3.00	\$195,194.00	\$150,305.00	\$44,889.00	\$8,977.80	\$35,911.20
SOS - NonProfit Reports	2,358	\$3.00	\$54,234.00	\$47,160.00	\$7,074.00	\$1,414.80	\$5,659.20
SOS - Document eDelivery	3,127	\$2/vari	\$184,716.65	\$177,350.00	\$7,366.65	\$1,473.33	\$5,893.32
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOS - corpdocs (TPE)	1,836	Variable	\$8,001.45	\$4,536.99	\$3,464.46	\$692.89	\$2,771.57
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$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)	37	Variable	\$630.00	\$315.00	\$315.00	\$63.00	\$252.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$210.00	\$840.00
SOS - Corp_OCOGS	780	\$6.50	\$5,070.00	\$1,950.00	\$3,120.00	\$624.00	\$2,496.00
SOS - Corpcogs	47	\$10.00	\$470.00	\$470.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,077	\$0.45	\$2,284.65	\$1,624.64	\$660.01	\$132.00	\$528.01
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	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$210.00	\$840.00
SOS - UCC Interactive Searches	8,964	\$4.50	\$40,338.00	\$31,374.00	\$8,964.00	\$1,792.80	\$7,171.20
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	791	Variable	\$1,582.00	\$791.00	\$791.00	\$158.20	\$632.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	10	\$15.00	\$150.00	\$75.00	\$75.00	\$15.00	\$60.00
SOS - UCC Continuationl Filings	1,301	\$8.00	\$10,408.00	\$8,456.50	\$1,951.50	\$390.30	\$1,561.20
SOS - UCC Original Filings	1,890	\$8.00	\$15,120.00	\$12,285.00	\$2,835.00	\$567.00	\$2,268.00
SOS - UCC Electronic Amendments	260	\$8.00	\$2,080.00	\$1,690.00	\$390.00	\$78.00	\$312.00
SOS - UCC Electronic Assignments	15	\$8.00	\$120.00	\$97.50	\$22.50	\$4.50	\$18.00
SOS - UCC Electronic Collateral Amendments	72	\$8.00	\$576.00	\$468.00	\$108.00	\$21.60	\$86.40
SOS - UCC Images	16,004	\$0.45	\$7,201.80	\$5,121.28	\$2,080.52	\$416.10	\$1,664.42
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	16	Variable	\$128.00	\$104.00	\$24.00	\$4.80	\$19.20
SOS - UCCASSIGN_BULK	4	Variable	\$32.00	\$26.00	\$6.00	\$1.20	\$4.80
SOS - UCCCOLLAMEND	7	Variable	\$56.00	\$45.50	\$10.50	\$2.10	\$8.40
SOS - UCCCONT_BULK	74	Variable	\$592.00	\$481.00	\$111.00	\$22.20	\$88.80
SOS - UCCORIG_BULK	509	Variable	\$4,072.00	\$3,308.50	\$763.50	\$152.70	\$610.80
SOS - EFS Interactive Searches	2,673	\$4.50	\$12,028.50	\$9,355.50	\$2,673.00	\$534.60	\$2,138.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	238	\$8.00	\$1,904.00	\$1,547.00	\$357.00	\$71.40	\$285.60
SOS - EFS Original Filings	283	\$8.00	\$2,264.00	\$1,839.50	\$424.50	\$84.90	\$339.60
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	15	5% of Fee	\$1,369.00	\$1,369.00	\$68.45	\$13.69	\$54.76
E&A - Engineers & Architects	60	5% of Fee	\$9,000.00	\$9,000.00	\$450.00	\$90.00	\$360.00
Water Well Registrations	99	5% of Fee	\$8,580.00	\$7,979.40	\$600.60	\$120.12	\$480.48
REV - Motor Fuels Tax Filing	452	\$0.25	\$113.00	\$0.00	\$113.00	\$22.60	\$90.40
NDOA - Applicator permits	1,267	Variable	\$63,135.00	\$60,117.00	\$3,018.00	\$603.60	\$2,414.40
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	12	Variable	\$945.59	\$902.62	\$42.97	\$8.59	\$34.38
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	17	Variable	\$52,715.49	\$52,653.74	\$61.75	\$12.35	\$49.40
NDOA - AGSMALL_PACKAGE	42	Variable	\$32,841.12	\$32,101.50	\$739.62	\$147.92	\$591.70
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	74	Variable	\$43,401.47	\$42,949.73	\$451.74	\$90.35	\$361.39
NDOA - AGFIRM_REGISTRATION	16	Variable	\$255.44	\$222.00	\$33.44	\$6.69	\$26.75
NDOA - AGGFAL_Renew	75	Variable	\$2,019.85	\$1,848.75	\$171.10	\$34.22	\$136.88
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$25,231.64	\$25,208.81	\$22.83	\$4.57	\$18.26
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	37	Variable	\$5,987.66	\$5,855.25	\$132.41	\$26.48	\$105.93

NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	40	Variable	\$91,381.45	\$91,288.30	\$93.15	\$18.63	\$74.52
NDOA - AGNURSERY_RENEW	33	Variable	\$3,567.01	\$3,431.01	\$136.00	\$27.20	\$108.80
NDOA - AGNURSERY_STOCK	1	Variable	\$483.58	\$460.97	\$22.61	\$4.52	\$18.09
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$179.36	\$166.25	\$13.11	\$2.62	\$10.49
NDOA - Pet Feed Rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	41	Variable	\$6,780.04	\$6,561.00	\$219.04	\$43.81	\$175.23
NDOA - AGPESTDEAL_NEW	5	Variable	\$127.48	\$116.25	\$11.23	\$2.25	\$8.98
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	2	Variable	\$22.50	\$20.00	\$2.50	\$0.50	\$2.00
SFM - Fireworks Display Permits	76	Variable	\$6,658.07	\$6,350.00	\$308.07	\$61.61	\$246.46
SFM_BOILER	85	Variable	\$7,795.00	\$7,795.00	\$255.00	\$51.00	\$204.00
SFM_ELEVATOR	56	Variable	\$11,257.08	\$11,257.08	\$168.00	\$33.60	\$134.40
SFM_ELEVATOR_CC%	33	Variable	\$8,352.08	\$8,352.08	\$250.56	\$50.11	\$200.45
OTC-Over the counter payment	13,023	Variable	\$3,226,137.84	\$3,186,209.29	\$39,928.55	\$7,985.71	\$31,942.84
OTC Billback	56	Variable	\$358.92	\$0.00	\$358.92	\$71.79	\$287.13
PropertyTax Payments	448	Variable	\$1,722,527.32	\$1,718,450.09	\$4,077.23	\$815.45	\$3,261.78
NDOL - Contractor Registration	660	Variable	\$21,427.05	\$19,425.00	\$2,002.05	\$400.41	\$1,601.64
NDOL_OVR_PMT	1,143	Variable	\$138,563.48	\$0.00	\$1,950.61	\$390.12	\$1,560.49
NDOL_TAX_PMT	18	Variable	\$1,900.57	\$0.00	\$111.00	\$22.20	\$88.80
NEROADS - DOT Permits	7,472	Variable	\$191,147.75	\$178,070.00	\$13,077.75	\$2,615.55	\$10,462.20
NEROADS- NDOT_RMS	23	Variable	\$3,702.01	\$3,542.20	\$159.81	\$31.96	\$127.85
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	26	Variable	\$635.50	\$594.68	\$40.82	\$8.16	\$32.66
State Patrol Crime Report	1,090	\$18.00	\$22,506.00	\$18,150.00	\$4,356.00	\$871.20	\$3,484.80
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	1,160	\$4.50	\$63,165.50	\$57,950.00	\$5,215.50	\$1,043.10	\$4,172.40
NSPApptFee	1,127	\$4.50	\$78,681.21	\$74,833.00	\$3,848.21	\$769.64	\$3,078.57
State Patrol Crime Report - Subscriber	1,081	Variable	\$16,716.50	\$13,832.90	\$2,883.60	\$576.72	\$2,306.88
Event Registration	175	10% of Fee	\$4,823.00	\$4,364.50	\$458.50	\$91.70	\$366.80
Sarpy_Stop	121	Variable	\$16,210.00	\$15,816.27	\$393.73	\$78.75	\$314.98
Medicaid & Long Term Care	35	\$1.75	\$2,775.00	\$2,775.00	\$61.25	\$12.25	\$49.00
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	191	Variable	\$10,662.20	\$10,390.00	\$272.20	\$54.44	\$217.76
order_form_LPNNRD	107	Variable	\$3,564.25	\$3,309.90	\$254.35	\$50.87	\$203.48
order_form_UBBNRD	21	Variable	\$2,837.61	\$2,751.85	\$85.76	\$17.15	\$68.61
Library_acct_mgmt	20	Variable	\$856.72	\$804.70	\$52.02	\$10.40	\$41.62
Utility_payment	1,278	Variable	\$208,707.08	\$204,043.83	\$4,663.25	\$932.65	\$3,730.60
SarpyCommunityCorrections	20	Variable	\$1,574.48	\$1,503.25	\$71.23	\$14.25	\$56.98
SARPY_VEHINSP	27	Variable	\$835.24	\$768.75	\$66.49	\$13.30	\$53.19
OTLPAYMENT	8	Variable	\$3,766.69	\$3,739.77	\$26.92	\$5.38	\$21.54
59PlanningDept	83	Variable	\$79,946.22	\$78,383.03	\$1,563.19	\$312.64	\$1,250.55
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	120,315	Variable	\$7,218.90	\$0.00	\$7,218.90	\$1,443.78	\$5,775.12
NBC_Inspections	431	Variable	\$60,409.95	\$60,409.95	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	135,673	Variable	\$8,140.38	\$0.00	\$8,140.38	\$1,628.08	\$6,512.30
NBC_NISaleBarn	150,705	Variable	\$150,705.00	\$150,705.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	150,705	Variable	\$9,042.30	\$0.00	\$9,042.30	\$1,808.46	\$7,233.84
NBC_RFLRenewal	9	Variable	\$135,000.00	\$135,000.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	40,997	Variable	\$40,997.00	\$40,997.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	40,997	Variable	\$2,459.82	\$0.00	\$2,459.82	\$491.96	\$1,967.86
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhhscentregDH	884	Variable	\$3,536.00	\$2,210.00	\$1,326.00	\$265.20	\$1,060.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,861	\$1.50	\$13,721.00	\$9,437.00	\$4,284.00	\$856.80	\$3,427.20
dhhscentregDHL	5,785	\$1.50	\$28,925.00	\$20,247.50	\$8,677.50	\$1,735.50	\$6,942.00
REVENUE_FEE	4,161	\$1.75	\$7,281.75	\$0.00	\$7,281.75	\$1,456.35	\$5,825.40



MVILB_Renewal	1	Variable	\$833.00	\$800.00	\$33.00	\$6.60	\$26.40
<b>SUBTOTAL</b>	<b>1,716,807.00</b>		<b>18,047,655.52</b>	<b>17,306,462.06</b>	<b>607,096.00</b>	<b>121,419.18</b>	<b>485,676.82</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	126,528	\$1.00	\$126,528.00	63,264.00	63,264.00	\$63,264.00
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00
Court Records (Justice) Credit Card Searches	892	\$15.00	\$13,380.00	\$6,690.00	6,690.00	\$6,690.00
Court E-Filing	15,384	\$1.00	\$15,384.00	\$0.00	15,384.00	\$15,384.00
COURTRECORDF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	1	Variable	\$1,000.00	\$0.00	1,000.00	\$1,000.00
COURTAPELFILE	306	\$2.00	\$612.00	\$0.00	612.00	\$612.00
AOCERTGS	32	Variable	\$245.48	\$185.00	60.48	\$60.48
COURTAPPTFILE	5	variable	\$250.00	\$0.00	250.00	\$250.00
Courtjudge	138	\$50.00	\$6,900.00	\$0.00	\$6,900.00	\$6,900.00
Court Citations	3,955	Variable	\$540,442.20	\$529,157.45	11,284.75	\$11,284.75
Court Payments	2,850	Variable	\$919,977.85	\$904,507.11	15,470.74	\$15,470.74
Lobbyist Registration	28	\$0.05	\$5,815.00	\$5,815.00	290.75	\$290.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	5	\$50.00	\$250.00	\$125.00	125.00	\$125.00
LEG - BillTracker (4-10 eProfiles)	3	\$100.00	\$300.00	\$150.00	150.00	\$150.00
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	798	Variable	\$3,654.00	\$1,575.00	\$2,079.00	\$2,079.00
Sccalesubscr	692	Variable	\$692.00	\$346.00	346.00	\$346.00
<b>SUBTOTAL</b>	<b>151,703</b>		<b>1,680,430.53</b>	<b>1,532,814.56</b>	<b>147,906.72</b>	<b>147,906.72</b>
						<b>\$37,901.35</b>

**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			52,476.83	52,476.83	52,476.83
Subscriptions - New	449	variable	48,450.00	48,450.00	48,450.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$100,976.83</b>	<b>\$100,976.83</b>	


**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,221	17.00	45,220.00	45,220.00	0.00
LCC -Tax Payments	36	variable	2,364,200.00	2,364,200.00	0.00
COURTEFILESUB	15,384	variable	\$409,797.00	\$409,797.00	0.00
PSCREMIT	282	variable	\$4,200,836.53	\$4,200,836.53	0.00
WCCSUB	105	variable	\$1,575.00	\$1,575.00	0.00
<b>SUBTOTAL</b>	<b>18,028</b>		<b>\$7,021,628.53</b>	<b>\$7,021,628.53</b>	<b>\$0.00</b>

**Payment Statement**  
**April 30, 2021**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: March 1st - March 31st**

**Transaction Services Subject to the 20% Split with the Nebraska State Records Board**

90.00%

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)
DMV- DLR - Batch	11,506	\$3.00	\$34,518.00	\$23,012.00	\$11,506.00	\$2,301.20	\$9,204.80
DMV- DLR - Monitoring Fee	678,835	\$0.06	\$40,730.10	\$27,153.40	\$13,576.70	\$2,715.34	\$10,861.36
DMV- DLR - Interactive	87,856	\$3.00	\$263,568.00	\$175,712.00	\$87,856.00	\$17,571.20	\$70,284.80
DMV- DLR - Certified	25	\$3.00	\$75.00	\$50.00	\$25.00	\$5.00	\$20.00
DMV- DLR - Certified Transcript	180	\$4.00	\$720.00	\$540.00	\$180.00	\$36.00	\$144.00
DMV-SRIND	184	\$0.50	\$92.00	\$0.00	\$92.00	\$18.40	\$73.60
DMV-SRBULK	48	\$0.15	\$7.20	\$0.00	\$7.20	\$1.44	\$5.76
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	2,186	\$3.00	\$6,558.00	\$4,372.00	\$2,186.00	\$437.20	\$1,748.80
DMV - Driver License Renew	17,444	Variable	\$479,287.25	\$455,921.00	\$23,366.25	\$4,673.25	\$18,693.00
DMVOTC	7,207	Variable	\$180,425.75	\$170,575.00	\$9,850.75	\$1,970.15	\$7,880.60
DMVOTC_CASH	5,184	Variable	\$114,518.00	\$114,518.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	19,006	\$1.00	\$19,006.00	\$7,602.40	\$11,403.60	\$2,280.72	\$9,122.88
DMV- TLR - batch	20,014	\$1.00	\$20,014.00	\$8,005.60	\$12,008.40	\$2,401.68	\$9,606.72
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	17	\$18.00	\$306.00	\$170.00	\$136.00	\$27.20	\$108.80
DMV - Reinstatement	3,173	\$3.00	\$236,219.00	\$226,700.00	\$9,519.00	\$1,903.80	\$7,615.20
DMV - IRP	481	Variable	\$781,586.81	\$775,220.84	\$6,365.97	\$1,273.19	\$5,092.78
DMV - IFTA	151	Variable	\$11,234.31	\$11,053.59	\$180.72	\$36.14	\$144.58
DMVSPLATE	947	Variable	\$13,016.00	\$10,175.00	\$2,841.00	\$568.20	\$2,272.80
DMVSPLATEMESS	1,355	Variable	\$70,045.00	\$65,980.00	\$4,065.00	\$813.00	\$3,252.00
DMV - SingleTripPermit	788	Variable	\$32,472.00	\$29,830.00	\$2,642.00	\$528.40	\$2,113.60
DMV - Motor Vehicle Renewals	49,762	Variable	\$9,910,323.78	\$9,666,404.37	\$243,919.41	\$48,783.88	\$195,135.53
DMV_Fleets	26	Variable	\$32,502.06	\$32,340.45	\$161.61	\$32.32	\$129.29
DMV_DAS	289	Variable	\$38,990.00	\$31,493.00	\$7,497.00	\$1,499.40	\$5,997.60
HHSS - Health Practitioner Lists	87	Variable	\$6,155.00	\$0.00	\$6,155.00	\$1,231.00	\$4,924.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$415.00	\$0.00	\$415.00	\$83.00	\$332.00
HHSS - Health License Monitoring	126,840	Variable	\$1,268.40	\$0.00	\$1,268.40	\$253.68	\$1,014.72
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$112.52	\$0.00	\$112.52	\$22.50	\$90.02
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	1,204	\$1.00	\$401,648.67	\$395,908.00	\$5,740.67	\$1,148.13	\$4,592.54
LCC Local Renewals	518	Variable	\$340,612.55	\$336,187.15	\$4,425.40	\$885.08	\$3,540.32
LCC_SDL	90	Variable	\$4,726.37	\$4,480.00	\$246.37	\$49.27	\$197.10
SED - Electrical Permits	0	4% of Fee	\$83,417.00	\$83,417.00	\$3,336.68	\$667.34	\$2,669.34
SED - Electrician License Renewal	119	2% of Fee	\$10,443.00	\$10,443.00	\$357.00	\$71.40	\$285.60
SED - Electrician Apprentice License	123	3.00	\$5,289.00	\$5,289.00	\$369.00	\$73.80	\$295.20
SED - License List	3	Variable	\$65.00	\$65.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)	82	3.00	\$5,166.00	\$5,166.00	\$246.00	\$49.20	\$196.80
SEDEXAM5 - Exam Application (\$5 fee)	10	5.00	\$1,300.00	\$1,300.00	\$50.00	\$10.00	\$40.00
SOS - Corporation filings (LLC/LLP) (TPE)	18,584	\$3.00	\$268,411.00	\$206,620.00	\$61,791.00	\$12,358.20	\$49,432.80
SOS - NonProfit Reports	3,177	\$3.00	\$7,071.00	\$63,540.00	\$9,531.00	\$1,906.20	\$7,624.80
SOS - Document eDelivery	3,782	\$2/variable	\$227,105.40	\$218,120.00	\$8,985.40	\$1,797.08	\$7,188.32
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	2,338	Variable	\$10,461.90	\$6,200.44	\$4,261.46	\$852.29	\$3,409.17

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$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)	39	Variable	\$720.00	\$720.00	\$360.00	\$360.00	\$72.00	\$288.00
SOS - Corporate Special Request	2		\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0		\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9		\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - Corp_OCOGS	946		\$6.50	\$6,149.00	\$2,365.00	\$3,784.00	\$756.80	\$3,027.20
SOS - Corpcogs	36		\$10.00	\$360.00	\$360.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	6,063		\$0.45	\$2,728.35	\$1,940.16	\$788.19	\$157.64	\$630.55
SOS - UCC Bi-Monthly Batch Service	0		500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3		\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9		\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	9,865		\$4.50	\$44,392.50	\$34,527.50	\$9,865.00	\$1,973.00	\$7,892.00
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	35	Variable	\$70.00	\$70.00	\$35.00	\$35.00	\$7.00	\$28.00
SOS - UCC Periodic Dump	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	5		\$15.00	\$75.00	\$37.50	\$37.50	\$7.50	\$30.00
SOS - UCC Continuation Filings	1,342		\$8.00	\$10,736.00	\$8,723.00	\$2,013.00	\$402.60	\$1,610.40
SOS - UCC Original Filings	2,306		\$8.00	\$18,448.00	\$14,989.00	\$3,459.00	\$691.80	\$2,767.20
SOS - UCC Electronic Amendments	308		\$8.00	\$2,464.00	\$2,002.00	\$462.00	\$92.40	\$369.60
SOS - UCC Electronic Assignments	8		\$8.00	\$64.00	\$52.00	\$12.00	\$2.40	\$9.60
SOS - UCC Electronic Collateral Amendments	93		\$8.00	\$744.00	\$604.50	\$139.50	\$27.90	\$111.60
SOS - UCC Images	16,930		\$0.45	\$7,618.50	\$5,417.60	\$2,200.90	\$440.18	\$1,760.72
SOS - UCC BatchSemi Monthly	2		\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	21	Variable	\$136.00	\$136.00	\$68.00	\$68.00	\$13.60	\$51.84
SOS - UCCASSIGN_BULK	9	Variable	\$72.00	\$72.00	\$36.00	\$36.00	\$7.20	\$27.36
SOS - UCCCOLLAMEND	11	Variable	\$88.00	\$88.00	\$44.00	\$44.00	\$8.80	\$33.44
SOS - UCCCONT_BULK	99	Variable	\$792.00	\$792.00	\$396.00	\$396.00	\$79.20	\$305.76
SOS - UCCORIG_BULK	814	Variable	\$6,512.00	\$6,512.00	\$3,256.00	\$3,256.00	\$651.20	\$2,604.80
SOS - EFS Interactive Searches	2,857		\$4.50	\$12,856.50	\$9,999.50	\$2,857.00	\$571.40	\$2,285.60
SOS - EFS Special Request	7		\$2.00	\$14.00	\$7.00	\$7.00	\$1.40	\$5.60
SOS - EFS Continuations	250		\$8.00	\$2,000.00	\$1,625.00	\$375.00	\$75.00	\$300.00
SOS - EFS Original Filings	339		\$8.00	\$2,712.00	\$2,203.50	\$508.50	\$101.70	\$406.80
REV - Sales/Use Tax Permit Lists	3		\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0		\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0		\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0		5.00	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E&A - Engineers & Architects License Renewal	17	5% of Fee	\$1,768.00	\$1,768.00	\$884.00	\$884.00	\$176.80	\$707.20
E&A - Engineers & Architects	64	5% of Fee	\$9,600.00	\$9,600.00	\$4800.00	\$4800.00	\$960.00	\$3840.00
Water Well Registrations	130	5% of Fee	\$11,380.00	\$11,380.00	\$5690.00	\$5690.00	\$1138.00	\$4552.00
REV - Motor Fuels Tax Filing	534		\$0.25	\$133.50	\$0.00	\$133.50	\$26.70	\$106.80
NDOA - Applicator permits	1,611	Variable	\$81,550.00	\$81,550.00	\$40,775.00	\$40,775.00	\$8155.00	\$32,620.00
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	30	Variable	\$7,918.88	\$7,918.88	\$3,959.44	\$3,959.44	\$791.89	\$3167.55
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	7	Variable	\$1,659.25	\$1,659.25	\$829.63	\$829.63	\$165.92	\$659.70
NDOA - AGSMALL_PACKAGE	10	Variable	\$2,037.35	\$2,037.35	\$1,018.68	\$1,018.68	\$203.74	\$814.96
NDOA - AG_EURO_CORN	1	Variable	\$6.41	\$6.41	\$3.20	\$3.20	\$0.64	\$2.56
NDOA - AGFFAL_Tonnage	31	Variable	\$3,123.07	\$3,123.07	\$1,561.54	\$1,561.54	\$312.31	\$1248.82
NDOA - AGFIRM_REGISTRATION	18	Variable	\$281.05	\$281.05	\$140.53	\$140.53	\$28.11	\$112.44
NDOA - AGGFAL_Renew	29	Variable	\$490.40	\$490.40	\$245.20	\$245.20	\$49.04	\$196.16
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$22,372.63	\$22,372.63	\$11,186.32	\$11,186.32	\$2237.26	\$8949.05
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	68	Variable	\$11,086.96	\$11,086.96	\$5543.48	\$5543.48	\$1108.69	\$4434.79
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	46	Variable	\$72,503.48	\$72,503.48	\$36,251.74	\$36,251.74	\$7250.35	\$29003.39

NDOA - AGNURSERY_RENEW	13	Variable	\$1,554.25	\$1,554.25	\$53.23	\$10.65	\$42.58
NDOA - AGNURSERY_STOCK	9	Variable	\$761.49	\$731.25	\$30.24	\$6.05	\$24.19
NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$128.11	\$121.50	\$6.61	\$1.32	\$5.29
NDOA - Pet Feed Rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	14	Variable	\$9,325.55	\$9,198.00	\$127.55	\$25.51	\$102.04
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.24	\$69.75	\$6.49	\$1.30	\$5.19
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	4	Variable	\$45.00	\$40.00	\$5.00	\$1.00	\$4.00
SFM - Fireworks Display Permits	52	Variable	\$5,125.69	\$4,900.00	\$225.69	\$45.14	\$180.55
SFM_BOILER	92	Variable	\$9,952.00	\$9,952.00	\$276.00	\$55.20	\$220.80
SFM_ELEVATOR	64	Variable	\$13,485.00	\$13,485.00	\$192.00	\$38.40	\$153.60
SFM_ELEVATOR_CC%	49	Variable	\$10,955.00	\$10,955.00	\$328.65	\$65.73	\$262.92
OTC-Over the counter payment	19,483	Variable	\$5,440,322.81	\$5,375,347.88	\$64,974.93	\$12,994.99	\$51,979.94
OTC Billback	106	Variable	\$470.39	\$0.00	\$470.39	\$94.08	\$376.31
PropertyTax Payments	2,684	Variable	\$12,592,118.63	\$12,566,649.95	\$25,468.68	\$5,093.74	\$20,374.94
NDOL - Contractor Registration	1,494	Variable	\$44,974.50	\$40,485.00	\$4,489.50	\$897.90	\$3,591.60
NDOL_OVR_PMT	667	Variable	\$148,604.90	\$0.00	\$2,122.07	\$424.41	\$1,697.66
NDOL_TAX_PMT	14	Variable	\$4,157.57	\$0.00	\$166.71	\$33.34	\$133.37
NEROADS - DOT_Permits	10,478	Variable	\$278,106.75	\$259,765.00	\$18,341.75	\$3,668.35	\$14,673.40
NEROADS- NDOT_RMS	42	Variable	\$16,883.32	\$16,528.39	\$354.93	\$70.99	\$283.94
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	32	Variable	\$756.00	\$705.76	\$50.24	\$10.05	\$40.19
State Patrol Crime Report	1,217	\$18.00	\$24,164.50	\$19,487.50	\$4,677.00	\$935.40	\$3,741.60
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	1,338	\$4.50	\$72,866.50	\$66,850.00	\$6,016.50	\$1,203.30	\$4,813.20
NSPApptFee	1,359	\$4.50	\$100,736.72	\$95,900.50	\$4,836.22	\$967.24	\$3,868.98
State Patrol Crime Report - Subscriber	1,279	Variable	\$19,818.50	\$16,370.60	\$3,447.90	\$689.58	\$2,758.32
Event Registration	587	10% of Fee	\$19,614.50	\$17,804.50	\$1,810.00	\$362.00	\$1,448.00
Sarpy_Stop	320	Variable	\$50,290.00	\$49,068.68	\$1,221.32	\$244.26	\$977.06
Medicaid & Long Term Care	24	\$1.75	\$1,730.00	\$1,730.00	\$42.00	\$8.40	\$33.60
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	-1	Variable	-\$87.12	-\$85.00	-\$2.12	-\$0.42	-\$1.70
order_form_LPNNRD	122	Variable	\$4,455.83	\$4,155.05	\$300.78	\$60.16	\$240.62
order_form_UBBNRD	10	Variable	\$794.48	\$752.40	\$42.08	\$8.42	\$33.66
Library_acct_mgmt	82	Variable	\$3,478.49	\$3,272.19	\$206.30	\$41.26	\$165.04
Utility_payment	1,435	Variable	\$228,033.50	\$222,706.00	\$5,327.50	\$1,065.50	\$4,262.00
SarpyCommunityCorrections	18	Variable	\$2,163.78	\$2,080.43	\$83.35	\$16.67	\$66.68
SARPY_VEHINSP	42	Variable	\$1,271.24	\$1,168.50	\$102.74	\$20.55	\$82.19
OTLPAYMENT	5	Variable	\$3,400.00	\$3,382.60	\$17.40	\$3.48	\$13.92
59PlanningDept	149	Variable	\$165,939.14	\$162,614.93	\$3,324.21	\$664.84	\$2,659.37
Holt County Overweight Perm	2	Variable	\$418.00	\$400.00	\$18.00	\$3.60	\$14.40
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	159,447	Variable	\$9,566.82	\$0.00	\$9,566.82	\$1,913.36	\$7,653.46
NBC_Inspections	620	Variable	\$95,455.69	\$95,455.69	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	59,295	Variable	\$3,557.70	\$0.00	\$3,557.70	\$711.54	\$2,846.16
NBC_NISaleBarn	113,812	Variable	\$113,812.00	\$113,812.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	113,812	Variable	\$6,828.72	\$0.00	\$6,828.72	\$1,365.74	\$5,462.98
NBC_RFLRenewal	10	Variable	\$58,750.00	\$58,750.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	42,511	Variable	\$42,511.00	\$42,511.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	42,511	Variable	\$2,550.66	\$0.00	\$2,550.66	\$510.13	\$2,040.53
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	957	Variable	\$3,828.00	\$2,392.50	\$1,435.50	\$287.10	\$1,148.40
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	3,520	\$1.50	\$16,853.00	\$11,577.50	\$5,275.50	\$1,055.10	\$4,220.40
dhscentregDHL	6,681	\$1.50	\$33,405.00	\$23,383.50	\$10,021.50	\$2,004.30	\$8,017.20
REVENUE_FEE	5,523	\$1.75	\$9,665.25	\$0.00	\$9,665.25	\$1,933.05	\$7,732.20
MVILB_Renewal	-1	Variable	-\$415.00	-\$400.00	-\$15.00	-\$3.00	-\$12.00
<b>SUBTOTAL</b>	<b>1,700,651.00</b>		<b>33,762,436.75</b>	<b>32,819,680.00</b>	<b>798,063.79</b>	<b>159,612.74</b>	<b>638,451.05</b>

**Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	158,743	\$1.00	\$158,743.00	79,371.50	79,371.50	\$79,371.50
Court Records (Justice) Monthly	83	\$500.00	\$41,500.00	\$20,750.00	20,750.00	\$20,750.00
Court Records (Justice) Credit Card Searches	1,058	\$15.00	\$15,870.00	\$7,935.00	7,935.00	\$7,935.00
Court E-Filing	16,986	\$1.00	\$16,986.00	\$0.00	16,986.00	\$16,986.00
COURTRECORDERF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDERU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	360	\$2.00	\$720.00	\$0.00	720.00	\$720.00
AOCERTGS	71	Variable	\$512.82	\$380.00	132.82	\$132.82
COURTAPPTFILE	9	variable	\$450.00	\$0.00	450.00	\$450.00
Courtjudge	138	\$50.00	\$6,900.00	\$0.00	\$6,900.00	\$6,900.00
Court Citations	5,694	Variable	\$825,003.62	\$808,730.92	16,272.70	\$16,272.70
Court Payments	4,066	Variable	\$1,510,990.33	\$1,483,139.79	27,850.54	\$27,850.54
Lobbyist Registration	10	\$0.05	\$2,000.00	\$2,000.00	100.00	\$100.00
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)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
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	851	Variable	\$4,175.00	\$1,919.00	\$2,256.00	\$2,256.00
Sccalessubscr	875	Variable	\$875.00	\$437.50	437.50	\$437.50
<b>SUBTOTAL</b>	<b>188,949</b>		<b>2,589,825.77</b>	<b>2,404,713.71</b>	<b>185,212.06</b>	<b>185,212.06</b>
						<b>\$45,349.19</b>

**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			3,668.33	3,668.33	3,668.33
CMC			925.00		
T&M Website			0.00		
NCHIP Grant			-19,361.00		
MAINTFEE			21,271.00		
T&M Application			0.00		
Subscriptions - New	749	variable	75,274.00	75,274.00	75,274.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$81,777.33</b>	<b>\$78,942.33</b>	

**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,695	17.00	56,763.00	56,763.00	0.00
LCC -Tax Payments	36	variable	2,412,739.00	2,412,739.00	0.00
COURTEFILESUB	16,986	variable	\$500,395.00	\$500,395.00	0.00
PSCREMIT	295	variable	\$4,084,077.75	\$4,084,077.75	0.00
WCCSUB	99	variable	\$1,919.00	\$1,919.00	0.00
<b>SUBTOTAL</b>	<b>20,111</b>		<b>\$7,055,893.75</b>	<b>\$7,055,893.75</b>	<b>\$0.00</b>