

NEBRASKA
STATE RECORDS
BOARD

2ND FLOOR
CONFERENCE ROOM

1201 N STREET

March 30, 2023

9:00 A.M.

*** 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 March 30, 2023, at 9:00 AM, and will be held at the 1201 N Si 2nd Floor Conference Room, Lincoln, NE. At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410.
An agenda, kept continually, shall 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. 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.
1142815 3:8 ZNEZ

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

ORDER NUMBER 1142815

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

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

Clerk of the Lincoln Journal Star

Signature *Helen Sommer* Date 3-8-23

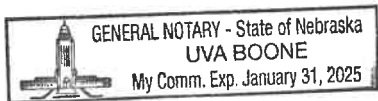
Section: Class Legals
Category: 0099 LEGALS
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FILED ON: 3/8/2023

Subscribed in my presence and sworn to before me on

March 8, 20 23

Uva Boone Notary Public



Meeting

Nebraska State Records Board

DATE OF ACTIVITY

Thursday, 03/30/2023

TIME OF ACTIVITY

9:00 AM

LOCATION

1221 N Street 2nd Floor Conference Room

DETAILS

Quarterly meeting

MEETING AGENDA

<https://staterecordsboard.nebraska.gov/>

MEETING MATERIALS

<https://staterecordsboard.nebraska.gov/>

NAME

Libby Elder Executive Director

EMAIL

libby.elder@nebraska.gov

ADDRESS

**1201 N Street Ste 103
Lincoln, NE 68508**

AGENCY WEBSITE

<https://staterecordsboard.nebraska.gov/>

TELEPHONE

(402) 471-2745

NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street 2nd Floor Conference Room

March 30, 2023, 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 December 13, 2022, Meeting Minutes
6. APPROVAL OF FINANCIAL REPORT
Action Item: Approval of December 31, 2022, Cash Fund Balance Report
7. PUBLIC COMMENT
8. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF TEMPLATE AGREEMENTS
(Signed by Chairperson Evnen pursuant to Board authority)
 1. **Non-Action Item:** EGSLA – Antelope County, Deaf and Hard of Hearing Commission, Dodge County, Village of Dorchester, Village of Farwell, Village of Marquette, Village of Merna, Village of Milligan, Village of Niobrara, City of Seward, Village of Stamford, Village of Sterling, Village of Sutherland, City of Wahoo, City of Yutan
 2. **Non-Action Item:** PayPort – Antelope County, Commission of Deaf and Hard of Hearing, Village of Marquette, Village of Merna, Village of Stamford
 3. **Non-Action Item:** Citizen Payment Processing – Village of Dorchester, City of Yutan
 4. **Non-Action Item:** Termination for Douglas County
 - b) REVIEW OF PROJECT STATUS REPORTS
 - c) UPDATE ON NSRB GRANT PROGRAM
9. NEW BUSINESS
 - a) **Action Item:** Approve Department of Motor Vehicles - Revised Addendum 15
 - b) **Action Item:** Approve Nebraska State Patrol - Statement of Work
10. TECHNICAL INFRASTRUCTURE UPGRADES
 - a) **Non-Action Item:** Review Progress Reports
 - b) **Action Item:** Authorize Action by Chair Regarding Technical Infrastructure Upgrades (This will be a closed session).
11. NEBRASKA INTERACTIVE REPORTS
 - a) **Action Item:** Approve Project Priority Report
 - b) **Action Item:** Approve Business Plan
 - c) General Manager's Report
12. DATE FOR NEXT MEETING
TBD – June 2023
LOCATION: 1221 N Street, 2nd Floor Conference Room
13. ADJOURNMENT



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of December 13, 2022

Agenda Item 1. CALL TO ORDER, ROLL CALL. The meeting of the Nebraska State Records Board (“NSRB”) was called to order by Chairperson Robert B. Evnen at 9:02 a.m. on December 13, 2022.

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

Robert Evnen, Secretary of State, State Records Administrator and Chairperson
Lt. Governor Mike Foley, representing the Governor
Jason Jackson, Director of Administrative Services
Leslie Donley, representing the Attorney General
Russ Karpisek, representing the Auditor of Public Accounts
John Murante, State Treasurer
David Richards, representing the Libraries
Walter Weir, representing the General Public

Absent:

Tony Ojeda, representing the Insurance Industry
Cody Gerlach, representing the Media

Vacant member positions:

Representative the Banking Industry
Representative the Legal Profession

Staff in attendance:

Libby Elder, Executive Director, NSRB
Tracy Marshall, Recording Clerk
Colleen Byelick, Chief Deputy Secretary of State and General Counsel

After confirming that a quorum was present, the Chairperson introduced David Richards, a new appointee to the NSRB, representing the Libraries.

The Chairperson announced that Cody Gerlach has been appointed to the NSRB as the representative of the Media, and his attendance is anticipated at the next meeting of the NSRB.

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

Agenda Item 3. NOTICE OF MEETING. The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on November 11, 2022, and on the State’s public meeting calendar website. The public notice and proof of publication relating to the meeting would be attached to and made a part of the meeting minutes.

Agenda Item 4. ADOPTION OF AGENDA. The Chairperson brought the NSRB’s attention to the adoption of the agenda. Mr. Foley moved to approve the agenda as presented. Mr. Weir seconded the motion. There was no further discussion.

Voting For: Evnen Donley Foley Jackson Karpisek
 Murante Richards Weir

Voting Against: None

Voting Abstain: None

Absent: Gerlach, Ojeda

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the September 29, 2022, meeting. Mr. Foley moved to approve the minutes as presented. Mr. Weir seconded the motion. There was no further discussion.

Voting For: Evnen Donley Foley Karpisek Murante
 Richards Weir

Voting Against: None

Voting Abstain: Jackson

Absent: Gerlach, Ojeda

The motion carried.

Agenda Item 6. APPROVAL OF FINANCIAL REPORT. Libby Elder, Executive Director for the NSRB provided a summary of the September 30, 2022, Cash Fund Balance Report. Mr. Karpisek moved to approve the financial report. Ms. Donley seconded the motion. There was no further discussion.

Voting For: Evnen Donley Foley Jackson Karpisek
 Murante Richards Weir

Voting Against: None

Absent: Gerlach, Ojeda

The motion carried.

Agenda Item 7. PUBLIC COMMENT.

The Chairperson asked if anyone wished to provide public comment to the NSRB. No member of the public indicated a desire to provide public comment.

Agenda Item 8. EXECUTIVE DIRECTOR'S REPORT

Agenda Item 8.a. Review of Template Agreements: Ms. Elder provided a list of agreements signed pursuant to NSRB authority, including Electronic Government Service Level Agreements and PayPort Addendums.

Agenda Item 8.b. Review of Project Status Report: Ms. Elder presented information related to the status of various active projects based upon feedback from local government partners, including Bellevue, Gothenburg, Prague, and Wauneta.

Agenda Item 8.c. Status of Rules and Regulations – Title 431 – Chapters 1 and 2: Ms. Elder provided an update on the status of Title 431 – Chapters 1 and 2, which were adopted by the NSRB at the September 2022 meeting. The adopted rules and regulations have been submitted to the Nebraska Attorney General's Office for review.

Agenda Item 9. TECHNICAL INFRASTRUCTURE UPGRADES

Agenda Item 9.a. Review Progress: Ms. Elder stated that progress reports for the Grails and Drupal work were included in the meeting materials. Nebraska Interactive, LLC dba NIC Nebraska ("NIC") is continuing to make progress, although more slowly than anticipated. Dates reflected in red on the progress reports indicate a change from original completion dates. NIC has completed six Grails projects (1 was a migration/rewrite). NIC has not completed any Drupal migrations yet, but initial progress has been made on each website.

The Technical Infrastructure Subcommittee had an online meeting on December 7, 2022, with NIC to discuss progress on the Drupal work. Mr. Weir and Ms. Elder were in attendance, along with Jay Sloan, Bruce Rice, and David Clang with NIC. NIC has decided to complete the same step on each website, and then the next step on each website, rather than completing one website at a time from start to finish.

Ms. Elder stated that NIC is migrating to a new primary operating system, and that this change in approach to the Drupal work allows NIC to be able to continue to make progress that could otherwise be impacted by the migration of the operating system.

Agenda Item 10. PORTAL OPERATIONS SUBCOMMITTEE REPORT AND RECOMMENDATIONS

Agenda Item 10.a. Funding for Grails Subcontract: Ms. Elder reported that at the June meeting of the NSRB, the NSRB reviewed Nebraska Interactive's initial request for funding for a subcontract with a proposed subcontractor, Object Computing, Inc. ("OCI"). OCI is an organization that offers dedicated support to users on behalf of the Grails Foundation (the non-profit group that manages the open-source Grails framework).

The original estimate to subcontract work to OCI was between \$500,000 and \$750,000 for 15-20 applications. NIC worked with OCI to get more detailed quotes and a timeline on 20 applications, then further narrowed their request for funding to 12 applications. At the September NSRB meeting, it was reported that NIC was continuing to develop a plan and options which would be brought before the NSRB at the December meeting, if appropriate. NIC submitted a proposal requesting funding for 8 applications at a cost of \$432,636 plus 15% for overages, which would be close to \$500,000.

The Portal Operations Subcommittee met on October 19, 2022, and December 5, 2022, to discuss Nebraska Interactive's proposal and options for moving forward. The subcommittee considered funding a portion of NIC's request and reviewed proposed legislation which could provide funding for the subcontract work. Ms. Elder reported that the subcommittee members did not reach a consensus regarding a recommendation to be provided to the NSRB.

The Chairperson stated that NIC has indicated that project development for partners has to be throttled back so that NIC can devote energy to the upgrades. However, progress on the upgrades does not appear to be impressive, and no member of the subcommittee is pleased to be in this position of having to choose between upgrades and new development.

The Chairperson stated that he had proposed to the subcommittee that the NSRB agree to pay for up to fifty percent (50%) of the cost of the upgrades, and that there be completion dates that must be met in order to receive reimbursement, and the agreement would include language to prevent diminishment of new development in the future. However, the other position is that these upgrades are the responsibility of NIC, and the NSRB should not have to pay for it. The majority of the subcommittee took the position that the subcontract not be funded, and the minority of the subcommittee took the position that some amount of funding be provided to help offset the cost of subcontracting with OCI.

Mr. Weir stated that he has been in the IT business for more than 40 years, and that this situation is like being in between a rock and a hard place. There is customized software developed for users, and NIC has no control over these upgrades as the company that created the platforms have upgraded and now NIC must implement those upgrades. NIC has completed application rationalization and determined what could be rewritten or could be no longer used. However, if we continue with customized applications, we may face this again in the future.

The Chairperson referenced the NSRB back to the Cash Fund Balance Report and mentioned that the NSRB has funding available if the NSRB wants to provide funding for the subcontract. However, pursuant to the contract, it is the responsibility of the vendor to keep the platforms up to date, at the vendor's expense.

Mr. Foley stated that the Chairperson provided an accurate and honest appraisal of the subcommittee meeting. NIC is doing very well, with record profits. Upgrading software is the responsibility of NIC, and there are many references in the contract regarding NIC being responsible for keeping the applications current. NIC is in the best position to know if upgrades need to be completed.

Mr. Weir stated that he would like to know what NIC will do to avoid this happening again in the future. The Chairperson asked NIC to address it as part of Agenda Item 11.

Ms. Donley made a motion to table the discussion, and Mr. Richards seconded the motion. The motion and second were withdrawn, with no objections. There was no further discussion.

Agenda Item 10.b. Nebraska Interactive, LLC Contract Renewal (Closed Session): Mr. Foley made a motion to go into closed session for the limited purpose of discussion of the Nebraska Interactive, LLC contract renewal which will involve performance and vulnerability issues relating to operation of the state portal. The closed session is necessary for the protection of the public interest and prevention of needless injury to the reputation of an individual. The motion for closed session was seconded by Mr. Murante.

Voting For: Evnen Donley Foley Jackson Karpisek
 Murante Richards Weir

Voting Against: None

Absent: Gerlach, Ojeda

The motion carried.

Chairperson Evnen restated the motion to go into closed session. The NSRB went into closed session at 9:47 a.m.

A break was taken from 10:15 – 10:20 a.m.

At 10:20 a.m., Mr. Foley moved that the NSRB reconvene in open session having completed discussion of the Nebraska Interactive, LLC contract renewal, which involved performance and vulnerability issues relating to operation of the state portal. The motion was seconded by Ms. Donley.

Voting For: Evnen Donley Foley Jackson Karpisek
 Murante Richards Weir

Voting Against: None

Absent: Gerlach, Ojeda

The motion carried.

Mr. Foley moved to offer Nebraska Interactive, LLC a 2-year contract renewal under the existing contract terms and conditions. The motion was seconded by Mr. Karpisek.

Voting For:	Evnen	Donley	Foley	Jackson	Karpisek
	Murante	Richards	Weir		

Voting Against: None

Absent: Gerlach, Ojeda

The motion carried.

Chairperson Evnen stated that the current termination is March 31, 2024, and the renewal would continue the contract term through March 31, 2026.

Agenda Item 10.c. Resolution to Resume Nebraska State Records Board Grant Program:

The Chairperson stated that there is a resolution document included in the meeting materials, the purpose of which is to resume the NSRB grant program. A subcommittee would be established by invitation of the Chairperson. The subcommittee would develop criteria and materials necessary to resume the grant program, which would be brought back to the NSRB for review.

Mr. Murante moved to adopt the resolution to resume the Nebraska State Records Board Grant Program, which was seconded by Mr. Karpisek.

Mr. Foley stated that he is willing to serve on the grant subcommittee. Mr. Foley also stated that the NSRB should consider issuing a request for information (RFI) to determine if there are vendors capable of doing web development work for partner agencies. There was discussion regarding previous uses of the grant program.

Voting For:	Evnen	Donley	Foley	Jackson	Karpisek
	Murante	Richards	Weir		

Voting Against: None

Abstain: None

Absent: Gerlach, Ojeda

The motion carried.

Agenda Item 11. NEBRASKA INTERACTIVE REPORTS

Agenda Item 11.a. Nebraska Interactive, LLC Business Plan for 2023: Mr. Hoffman stated that NIC’s 2023 Business Plan was due 30 days prior to the December meeting of the NSRB. However, financials had not been approved by Tyler, and therefore the 2023 Business Plan was not submitted by the due date. The 2023 Business Plan is a non-action item to allow the NSRB additional time for review and consideration of approval at the next meeting. The 2023 Business Plan provides that NIC will

continue to work on Grails upgrades and Drupal migrations, in addition to some potential business development activities. There was discussion of NIC staffing numbers.

Agenda Item 11.b. Project Priority Report: Prior to addressing the Project Priority Report, Mr. Sloan expressed appreciation for the two-year renewal of the contract with NIC. Additionally, in response to Mr. Weir’s prior question, Mr. Sloan stated that NIC has a plan in place for 2023 and forward that proactively monitors software upgrades when they come along to avoid disruption as the result of upgrades. NIC will share that plan with the Technical Infrastructure Subcommittee, or the full NSRB, as appropriate.

Regarding the Project Priority Report, Mr. Sloan stated that Nebraska Liquor Control Commission is moving to a new backend system. Since the middle of June of 2022, NIC has completed 42 local installations (allowing renewal of local liquor licenses online), and 10 more local installations are in progress.

Mr. Sloan reported that NIC is reaching the end of the first of three legs of the NCHIP grant with the Nebraska State Patrol. Under the grant program, state information based on misdemeanor crime and domestic violence is supplied to the federal government to enforce firearm laws. The next leg of the grant will address felony convictions and then mental health convictions.

NIC completed the DMV data forms project, which is an online scheduling tool, which tells users that they can complete their renewal online. NIC tracks the number of users redirected to complete the renewal online instead of in the office. This service was developed at no cost to the State of Nebraska.

Mr. Foley moved to approve the Project Priority Report, which was seconded by Mr. Richards.

Voting For:	Evnen	Donley	Foley	Jackson	Karpisek
	Murante	Richards	Weir		

Voting Against: None

Abstain: None

Absent: Gerlach, Ojeda

The motion carried.

Agenda item 11.c. General Manager’s Report: Mr. Hoffman reported on the following items for the third quarter of 2022:

- From a security posture, distributed denial-of-service (DDoS) attacks were taking place in many states in October and November. Nebraska did not suffer downtime due to the attacks. NIC closely monitors DDoS attacks and has mitigation strategies in place.
- For the third quarter of 2022, NIC continued to see a high percentage of engagement (25% to 27%) in customer satisfaction surveys and an average of 4.5 star rating out of 5 stars.

- NIC has a total of 28 staff, with two open positions. One position is a developer position, which is currently posted, and the other is a quality assurance position, which will be filled at a later date.

Agenda Item 13. DATE FOR NEXT MEETING. The Chairperson announced the next regular meeting of the NSRB will be in March and is anticipated to be held at the 12th and N Street location.

Agenda Item 14. ADJOURNMENT.

Mr. Murante made a motion to adjourn, which was seconded by Mr. Foley.

Voting For:	Evnen	Donley	Foley	Jackson	Karpisek
	Murante	Richards	Weir		

Voting Against: None

Abstain: None

Absent: Gerlach, Ojeda

The motion carried.

The meeting adjourned at 10:45 AM.

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

Date

NSRB - CASH FUND BALANCE
State Records Board - Revenues & Expenditures & Transfers
October 1, 2022, through December 31, 2022
 With comparative figures for October 1, 2021, through December 31, 2021
FY 22-23

	<u>Oct 2022</u>	<u>Prior Year Oct 2021</u>	<u>Nov 2022</u>	<u>Prior Year Nov 2021</u>	<u>Dec 2022</u>	<u>Prior Year Dec 2021</u>	<u>Year to Date FY 22-23</u>	<u>Year to Date FY 21-22</u>
Revenues:								
Sale of Subscriber Services	\$1,313,710.14	\$1,425,008.15	\$1,549,297.12	\$1,467,056.96	\$1,490,590.62	\$1,534,576.36	\$8,727,457.07	\$8,504,250.24
General Business Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00
Driver Records	\$209.00	\$308.00	\$499.00	\$156.00	\$398.00	\$279.00	\$1,841.00	\$1,983.00
Investment Income	\$5,861.46	\$5,033.32	\$6,586.31	\$4,276.47	\$7,846.53	\$4,559.24	\$38,274.23	\$26,319.73
Total	\$1,319,780.60	\$1,430,349.47	\$1,556,382.43	\$1,471,489.43	\$1,498,835.15	\$1,539,414.60	\$8,767,572.30	\$8,532,555.97
Expenditures:								
State Agency Transfers	\$986,684.18	\$1,078,327.51	\$1,186,397.10	\$1,125,295.60	\$1,148,904.55	\$1,196,550.22	\$6,607,738.89	\$6,410,782.91
NIC	\$202,806.98	\$228,220.86	\$226,751.82	\$215,740.82	\$214,126.37	\$215,467.93	\$1,305,735.49	\$1,316,586.47
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$23,317.15	\$22,108.77	\$23,317.31	\$22,108.72	\$23,337.21	\$22,175.63	\$141,876.88	\$123,415.26
Misc. Expense	\$903.83	\$843.38	\$2,070.72	\$1,137.54	\$1,802.97	\$736.06	\$11,786.06	\$6,754.65
SRC Move	\$0.00	\$38,817.79	\$0.00	\$52,692.91	\$0.00	\$87,684.70	\$11,248.75	\$205,744.36
Total	\$1,213,712.14	\$1,368,318.31	\$1,438,536.95	\$1,416,975.59	\$1,388,171.10	\$1,522,614.54	\$8,078,386.07	\$8,063,283.65
Net Increase (Decrease)	\$106,068.46	\$62,031.16	\$117,845.48	\$54,513.84	\$110,664.05	\$16,800.06	\$689,186.23	\$469,272.32
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance	\$4,433,046.35	\$3,800,098.84	\$4,550,891.83	\$3,854,612.68	\$4,661,555.88	\$3,871,412.74	\$4,661,555.88	\$3,871,412.74
Fund Balance-Local Agency	\$563.83	\$555.06	\$564.79	\$555.67	\$565.80	\$556.30	\$565.80	\$556.30
Records Management Cash Fund Balance	\$4,433,610.18	\$3,800,653.90	\$4,551,456.62	\$3,855,168.35	\$4,662,121.68	\$3,871,969.04	\$4,662,121.68	\$3,871,969.04

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>
Antelope County	03/07/2023
Deaf and Hard of Hearing Commission	01/23/2023
Dodge County	11/30/2022
Dorchester, Village of	01/23/2023
Farwell, Village of	11/30/2022
Marquette, Village of	12/04/2022
Merna, Village of	01/23/2023
Milligan, Village of	12/28/2022
Niobrara, Village of	12/28/2022
Seward, City of	11/25/2022
Stamford, Village of	01/05/2023
Sterling, Village of	11/30/2022
Sutherland, Village of	12/28/2022
Wahoo, City of	01/13/2023
Yutan, City of	02/20/2023

**Electronic Government Service Level Agreement
with
Antelope County, Nebraska**

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

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

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

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

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

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

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

Mailing address: Antelope County, Nebraska,
Chairperson
501 Main Street
Neligh, Nebraska 68756

Phone: (402) 887-4410

Email: clerk@antelopecounty.ne.gov

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149FB2B46E...

Brent Hoffman
General Manager

1/20/2023

Date

Antelope County, Nebraska

DocuSigned by:

ADA693A0F063477...

Charlie Henery
Chairperson

3/7/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

3/7/2023

Date

DS


1/20/2023

**Electronic Government Service Level Agreement
with
Nebraska Commission for the Deaf and Hard of Hearing**

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 Commission for the Deaf and Hard of Hearing, 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: Nebraska Commission for the Deaf and
Hard of Hearing, Executive Director
4600 Valley Road Suite 420
Lincoln, NE 68510-4844

Phone: (402) 471-3593

Email: ncdhh@nebraska.gov

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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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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 - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
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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.

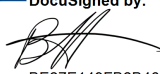
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant 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:
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 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

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Brent Hoffman
General Manager

1/3/2023

Date

Nebraska Commission for the Deaf and Hard of Hearing

DocuSigned by:

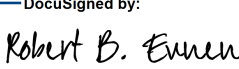
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Kelsey Cruz
Interim Executive Director

1/9/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

1/23/2023

Date

DS


1/3/2023

**Electronic Government Service Level Agreement
with
Dodge County, Nebraska**

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

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

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

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

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

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

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

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any of its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://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:	Dodge County, Nebraska, Chairman 435 N. Park Street Fremont, Nebraska 68025
Phone:	402-727-2750
Email:	clerk@dodgecountyne.gov

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

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

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

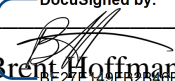
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

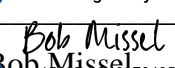
IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

Brent Hoffman
1539BAC40379495...
General Manager

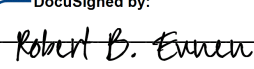
8/23/2022
Date

Dodge County, Nebraska

DocuSigned by:

Bob Missel
1539BAC40379495...
Chairman

11/28/2022
Date

Nebraska State Records Board (NSRB)

DocuSigned by:

Robert B. Evnen
1539BAC40379495...
Secretary of State, Robert B Evnen
Chairperson

11/30/2022
Date

**Electronic Government Service Level Agreement
with
Village of Dorchester, 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 Dorchester, 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 Dorchester, Nebraska, Village Chairperson 701 Washington Avenue Dorchester, Nebraska 68343
Phone:	(402) 946-3201
Email:	dorchesterclerk@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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149FB2B46E...

Brent Hoffman
General Manager

1/9/2023

Date

Village of Dorchester, Nebraska

DocuSigned by:

4233G4EE45304FD...

Andrea Pracheil
Village Chairperson

1/16/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

1/23/2023

Date

DS


1/9/2023

**Electronic Government Service Level Agreement
with
Village of Farwell, 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 Farwell, 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 Farwell, Nebraska,
Village Chairperson
P.O. Box 138
Farwell, Nebraska 68838

Phone: (308) 336-3342

Email: lukastr@yahoo.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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

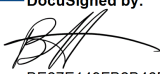
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**


DocuSigned by:

 BE27E149FB2B40E...

Brent Hoffman
General Manager

11/28/2022

Date

Village of Farwell, Nebraska

DocuSigned by:

 8BA941204230499...

Nunzy Koperski
Village Chairperson

11/29/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

 3B837E90FED5400...

Secretary of State, Robert B Evnen
Chairperson

11/30/2022

Date

DS


11/21/2022

**Electronic Government Service Level Agreement
with
Village of Marquette, 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 Marquette, 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 Marquette, Nebraska,
Village Chairperson
302 Marquis Avenue PO Box 154
Marquette, NE 68854

Phone: (402) 854-2522

Email: villofmarquette@hamilton.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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149FB2B46E...

Brent Hoffman
General Manager

10/25/2022

Date

Village of Marquette, Nebraska

DocuSigned by:

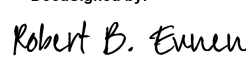
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Cathy Archer
Village Chairperson

12/2/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

12/4/2022

Date

**Electronic Government Service Level Agreement
with
Village of Merna, 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 Merna, 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 Merna, Nebraska,
Village Chairperson
428 Center Avenue
Merna, Nebraska 68856

Phone: (308) 643-2281

Email: clerk@villageofmerna.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

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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 - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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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.

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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 - 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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 - ii. Supply reports to the Partner in an understandable and logical format; and
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- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

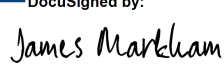
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Brent Hoffman
General Manager

1/20/2023

Date

Village of Merna, Nebraska

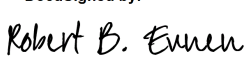
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James Markham
Village Chairperson

1/23/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

1/23/2023

Date

DS


1/20/2023

**Electronic Government Service Level Agreement
with
Village of Milligan, 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 Milligan, 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 Milligan, Nebraska,
Village Chairperson
507 Main Street
Milligan, Nebraska 68406

Phone: (402) 857-3565

Email: villageofmilligan@hotmail.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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

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Brent Hoffman
General Manager

12/19/2022

Date

Village of Milligan, Nebraska

DocuSigned by:

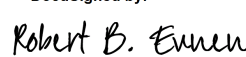
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Eric Milton
Village Chairperson

12/20/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

12/28/2022

Date

DS


12/19/2022

**Electronic Government Service Level Agreement
with
Village of Niobrara, 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 Niobrara, 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 Niobrara, Nebraska,
Village Chairperson
25414 Park Avenue Ste# 1
Niobrara, Nebraska 68760

Phone: (402) 857-3565

Email: niocc@gpcom.net

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

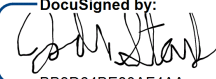
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12/27/2022

Brent Hoffman
General Manager

Date

Village of Niobrara, Nebraska

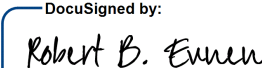
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12/28/2022

Jody Stark
Village Chairperson

Date

Nebraska State Records Board (NSRB)

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12/28/2022

Secretary of State, Robert B Evnen
Chairperson

Date

DS


12/19/2022

**Electronic Government Service Level Agreement
with
City of Seward, 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 Seward, 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 Seward, Nebraska,
Mayor
City Hall - 537 Main Street
Seward, Nebraska 68434

Phone: (402) 643-2928

Email: info@cityofsewardne.gov

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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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.
- 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:
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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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 - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.
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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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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.

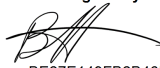
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant 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:
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 - (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.
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 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

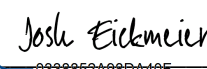
DocuSigned by:

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Brent Hoffman
General Manager

11/17/2022

Date

City of Seward, Nebraska

DocuSigned by:

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Josh Eickmeier
Mayor

11/23/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

11/25/2022

Date

DS


11/17/2022

**Electronic Government Service Level Agreement
with
Village of Stamford, 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 Stamford, 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 Stamford, Nebraska,
Village Chairperson
210 Main Street
Stamford, Nebraska 68977

Phone: (308) 868-2573

Email: Stamfordco@frontiernet.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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149F02B40E...

Brent Hoffman
General Manager

1/3/2023

Date

Village of Stamford, Nebraska

DocuSigned by:

72A1E98E9B6541A...

Bill Robinson
Village Chairperson

1/3/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466

Secretary of State, Robert B Evnen
Chairperson

1/5/2023

Date

DS


1/3/2023

**Electronic Government Service Level Agreement
with
Village of Sterling, 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 Sterling, 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 Sterling, Nebraska,
Village Chairperson
140 Broadway Street
Sterling, Nebraska 68443

Phone: (402) 866-4545

Email: village.sterling@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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

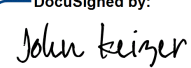
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Brent Hoffman
General Manager

11/15/2022

Date

Village of Sterling, Nebraska

DocuSigned by:

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John Keizer
Village Chairperson

11/29/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

11/30/2022

Date

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11/15/2022

**Electronic Government Service Level Agreement
with
Village of Sutherland, 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 Sutherland, 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://nityc.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 Sutherland, Nebraska,
Village Chairperson
1200 First Street
Sutherland, Nebraska 69165

Phone: (308) 386-2582

Email: clerkvos@gpcom.net

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**


DocuSigned by:

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Brent Hoffman
General Manager

11/17/2022

Date

Village of Sutherland, Nebraska

DocuSigned by:

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Kim Backer
Village Chairperson

12/19/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

12/28/2022

Date

DS


11/17/2022

**Electronic Government Service Level Agreement
with
City of Wahoo, 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 Wahoo, 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 Wahoo, Nebraska, Mayor
605 N Broadway
Wahoo, Nebraska 68066
Phone: (402) 443-3222
Email: fasel@wahoo.ne.us

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

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

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149FB2D46E...

Brent Hoffman
General Manager

1/3/2023

Date

City of Wahoo, Nebraska

DocuSigned by:

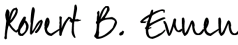
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Gerald D. Johnson
Mayor

1/13/2023

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

1/13/2023

Date

DS


1/3/2023

**Electronic Government Service Level Agreement
with
City of Yutan, 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 Yutan, 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.
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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 Yutan, Nebraska,
Mayor
112 Vine Street
Yutan, Nebraska 68073
Phone: (402) 625-2112
Email: mkelly@cityofyutan.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

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.

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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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hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

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 - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
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perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.


21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
 - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
 - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
 - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
 - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
 - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
 - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
 - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
 - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
 - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
 - e. Partner Intellectual Property – All intellectual property developed by or provided by the Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
 - f. The Contractor’s Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Contractor’s Intellectual Property”) shall be

the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor’s performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

BE27E149FB2B40E...

Brent Hoffman
General Manager

2/17/2023
Date

City of Yutan, Nebraska

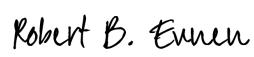
DocuSigned by:

47013E490A0E4EB...

Mike Kelly
Mayor

2/17/2023
Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5400...

Secretary of State, Robert B Evnen
Chairperson

2/20/2023
Date

DS


2/13/2023

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**

Antelope County	Addendum 1	03/07/2023
Deaf and Hard of Hearing Comm	Addendum 4	01/23/2023
Marquette, Village of	Addendum 1	12/04/2022
Merna, Village of	Addendum 1	01/23/2023
Stamford, Village of	Addendum 1	01/05/2023

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:

- Antelope County
- Deaf and Hard of Hearing Commission
- Marquette, Village of
- Merna, Village of
- Stamford, Village of

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

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

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

Project: Payport for Antelope County, Nebraska

Revenue Type: Instant Access

Implementation: 2023

Service	Antelope County, 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
- 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

DocuSigned by:
By: 
BE27E149FB2B46E...

Date: 1/20/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
ADA693A0F063477...

Date: 3/7/2023

Chairperson - Charlie Henery

Antelope County, Nebraska

DocuSigned by:
By: 
3B837E90FED5466...

Date: 3/7/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Addendum Four to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Commission for the Deaf and Hard of Hearing, and the
Nebraska State Records Board**

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

Project: Payport for Nebraska Commission for the Deaf and Hard of Hearing

Revenue Type: Instant Access

Implementation: 2022

Service	Nebraska Commission for the Deaf and Hard of Hearing 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

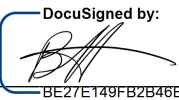
Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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) MagTek Dyna Pad Swipe Device

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

DocuSigned by:
By: 
BE27E149FB2B486...

Date: 1/3/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
5871E2F4F83A486...

Date: 1/9/2023

Interim Executive Director - Kelsey Cruz

Nebraska Commission for the Deaf and Hard of Hearing

DocuSigned by:
By: 
3B837E90FED5466...

Date: 1/23/2023

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 Marquette, 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 Marquette, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Payport for Village of Marquette, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of Marquette, 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

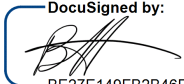
Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- 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 card unit

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

DocuSigned by:

 By: BE27E149F82B46E...

Date: 10/25/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:

 By: 97BB9AF03E614EF...

Date: 12/2/2022

Village Chairperson – Cathy Archer

Village of Marquette, Nebraska

DocuSigned by:

 By: 3B837E90FED5466...

Date: 12/4/2022

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 Merna, 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 Merna, Nebraska ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Payport for Village of Merna, Nebraska

Revenue Type: Instant Access

Implementation: 2023

Service	Village of Merna, 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

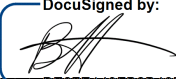
Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- Partner purchases (1) FD-40 Swipe device.

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

DocuSigned by:
By: 
BE27E149FB2B46E...

Date: 1/20/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
4E081C622C224CC...

Date: 1/23/2023

Chairperson - James Markham


Village of Merna, Nebraska

DocuSigned by:
By: 
3B837E90FED5466...

Date: 1/23/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS
 1/20/2023

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

Project: Payport for Village of Stamford, Nebraska

Revenue Type: Instant Access

Implementation: 2023

Service	Village of Stamford, 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
- 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) FD40 Swipe Device

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

DocuSigned by:
By: 
BE27E149FB2B46E...

Date: 1/3/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
72A1E98E9B6541A...

Date: 1/3/2023

Village Chairperson - Bill Robinson

Village of Stamford, Nebraska

DocuSigned by:
By: 
3B837E90FED5466...

Date: 1/5/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

Project: Citizen Payment Processing for Village of Dorchester, Nebraska

Revenue Type: Instant Access

Implementation: 2023

Service	Village of Dorchester, 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

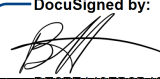
Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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

DocuSigned by:
By: 
BE27E149FB2B46E...

Date: 1/9/2023

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
4233C1EE15304FD...

Date: 1/16/2023

Village Chairperson- Andrea Pracheil


Village of Dorchester, Nebraska

DocuSigned by:
By: 
3B837E90FED5466...

Date: 1/23/2023

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS
 1/9/2023

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

Project: Citizen Payment Processing for City of Yutan, Nebraska

Revenue Type: Instant Access

Implementation: 2023

Service	City of Yutan, 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


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)

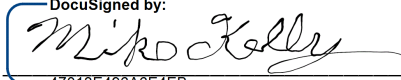
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Not applicable

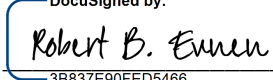
Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:

 By: _____
BE27E149FB2B46E...
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC dba NIC Nebraska

Date: 2/17/2023

DocuSigned by:

 By: _____
47013E496A6E4EB...
 Mayor- Mike Kelly
 City of Yutan, Nebraska

Date: 2/17/2023

DocuSigned by:

 By: _____
3B837E90FED5466...
 Chairman – Secretary of State Robert B. Evnen
 Nebraska State Records Board

Date: 2/20/2023



DANIEL A. ESCH

DOUGLAS COUNTY CLERK/COMPTROLLER

SANDRA K. CONNOLLY

CHIEF DEPUTY DOUGLAS COUNTY CLERK

December 9, 2022

TO: Nebraska Interactive LLC & Nebraska State Records Board (NSRB)

VIA email: bhoffman@egov.com; sos.recordsboard@nebraska.gov

To Whom It May Concern,

This letter serves as notice of Douglas County's intent to terminate the "Electronic Government Service Level Agreement" as it relates to the use of Payport for Douglas County Clerk/Comptroller credit card processing. Douglas County hereby provides sixty (60) days' notice of its intent to terminate the contract. Douglas County is currently transitioning to iNovah for all cashiering services including credit card processing. This change provides standardized technology across County services. Once this switch is implemented, Douglas County will not use the Contractor's services any longer. The anticipated implementation date is February 7, 2023. Since this contract is non-exclusive, this early termination should be permissible. Thus, Douglas County seeks a mutual rescission with the Contractor and an acknowledgment of the rescission. Please respond in writing or via email in the next ten (10) days of this letter to acknowledge acceptance of the requested termination of the contract.

Sincerely,

Sandra Connolly

Chief Deputy Douglas County Clerk

Cc: Freddy Pika

Sandy.connolly@douglascounty-ne.gov

ACKNOWLEDGMENT OF MUTUAL RESCISSION AND TERMINATION OF AGREEMENT

Authorized Officer – Nebraska Interactive LLC

Date

ACKNOWLEDGMENT OF MUTUAL RESCISSION AND TERMINATION OF AGREEMENT

Authorized Officer - NSRB

Date

ACKNOWLEDGMENT OF MUTUAL RESCISSION AND TERMINATION OF AGREEMENT

Authorized Officer – Douglas County, NE

Date

**Termination Agreement
Between
Nebraska Interactive, LLC dba NIC Nebraska
Douglas County, Nebraska, and the
Nebraska State Records Board**

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

RECITALS:

A. The State of Nebraska (“State”) contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State’s online information portal (“Master Contract”).

B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreements:

Addendum One, dated May 3, 2011, regarding over-the counter payments (“Addendum One”), which was later replaced and superseded by a Revised Addendum One, dated December 19, 2011 (“Revised Addendum One”).

Addendum Two, dated April 19, 2013, regarding over-the-counter payments (“Addendum Two”), which superseded and replaced Revised Addendum One.

C. The Contractor, NSRB, and Partner mutually agree to terminate certain agreements, and the services covered by such agreements, as further specified in this Agreement.

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

1. The following agreements, and services covered by such agreements, are hereby terminated, effective February 6, 2023 (“Effective Date”):

Addendum One
Revised Addendum One
Addendum Two

2. The parties agree that their respective rights and obligations are terminated for each party’s mutual convenience on the Effective Date with respect to the agreements and services identified for termination by the parties under this Agreement. Any agreements

between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.

- 3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.


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

Nebraska Interactive, LLC (Contractor)


DocuSigned by:

BE27E149F82B46E... 1/30/2023
Brent Hoffman Date
General Manager

Douglas County, Nebraska

DocuSigned by:

E0A04E6A9C9D43E... 2/1/2023
Mary Ann Borgeson Date
Chair Douglas County Board of Commissioners

Nebraska State Record Board (NSRB)

DocuSigned by:

3B837E90FED5466... 2/1/2023
Secretary of State, Robert B. Evnen Date
Chairperson

**Revised Termination Agreement
Between
Nebraska Interactive, LLC dba NIC Nebraska
Douglas County, Nebraska, and the
Nebraska State Records Board**

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

RECITALS:

A. The State of Nebraska (“State”) contract between the NSRB and the Contractor, effective April 1, 2019, concerns the operation and management of the State’s online information portal (“Master Contract”).

B. Pursuant to the authority of the Master Contract, the Contractor, NSRB and Partner previously entered into the following agreements:

Addendum One, dated May 3, 2011, regarding over-the counter payments (“Addendum One”), which was replaced and superseded by Revised Addendum One, dated December 19, 2011 (“Revised Addendum One”).

Addendum Two, dated April 19, 2013, regarding over-the-counter payments (“Addendum Two”), which superseded and replaced Revised Addendum One.

A Termination Agreement, which was dated February 1, 2023 (“Termination Agreement”).

C. The Contractor, NSRB, and Partner mutually agree to revise the Termination Agreement, as further specified in this Agreement.

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

1. The following agreements, and services covered by such agreements, are hereby terminated, effective June 6, 2023 (“Effective Date”):

Addendum One
Revised Addendum One
Addendum Two

The parties agree that Partner may extend the Effective Date for up to six months upon written notification to the NSRB and Contractor.

2. The Termination Agreement is hereby revised by the parties and replaced with this Agreement, effective the date of execution of this Agreement by the parties.
3. The parties agree that their respective rights and obligations are terminated hereunder for each party's mutual convenience. Any agreements between the Contractor, NSRB, and Partner which are not identified in this Agreement for termination continue in full force and effect.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nebraska.

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


Nebraska Interactive, LLC (Contractor)

DocuSigned by:

 BE27E149FB2B46E... 3/2/2023


 Brent Hoffman Date
 General Manager

Douglas County, Nebraska

DocuSigned by:

 E0A64E8A9C9D43E... 3/2/2023

 Mary Ann Borgeson Date
 Chair Douglas County Board of Commissioners

Nebraska State Record Board (NSRB)

DocuSigned by:

 3B837E90FED5406... 3/2/2023

 Secretary of State, Robert B. Evnen Date
 Chairperson

**PROJECT STATUS REVIEW
COUNTY Q4 2022
March 30, 2023**

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Antelope County Fair Board	PayPort	01/17/2023	02/2023	Tier 2
1. Describe the project?				
2. What is the status of the project	We are waiting for the county board to sign the agreement.			
3. Was there any delay? If so, why?	There was a lack of clarification with the county clerk's office.			
4. Will it be launched within the next 90 days?	We hope to have it launched by the end of March.			
Info@antelopecofair.com Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Bellevue City	Permits and Inspections	05/26/2021	02/2023 Changed	Tier 2
1. Describe the project?	BluePrince/BlueBeam Software upgrade for electronic blueprint submissions			
2. What is the status of the project	Currently waiting on BlueBeam software, until we receive this, we are unable to begin training.			
3. Was there any delay? If so, why?	Same as stated above, the delay is on their (BlueBeam) end, we are not able to start training until we have the software.			
4. Will it be launched within the next 90 days?	I really hope so, but I can't confirm that at this point unfortunately.			
Theresa.martin@bellevue.net Mike Christensen/Theresa Martin Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Broadwater Village	NLCC Renewal Local Set Up	08/16/2022	02/2023 Changed	Tier 3
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?				
broadwatervillage@gmail.com Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Brown County Clerk	PayPort	12/28/2022	01/2023	Tier 3
1. Describe the project?	Debit/Credit Card reader for Clerks office			
2. What is the status of the project	Complete.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	We are up and running.			
Travis.hobbs@nebraska.gov Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Brownville Village	NLCC Renewal Local Set Up	11/30/2022	02/2023	Tier 3
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?				
brownvilleclerk@gmail.com Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Ceresco Village	NLCC Renewal Local Set Up	02/21/2023	03/2023	Tier 3
1. Describe the project?	Onboarding to the online liquor license renewal service.			
2. What is the status of the project	I've been told it is complete.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
jlindgren@cerescosone.com Called: Emailed: 03/01/2023-03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Dorchester Village	Utility Payments (AE)	01/04/2023	01/2023	Tier 3
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?				
dorchesterclerk@gmail.com Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Farwell Village	NLCC Renewal Local Set Up	09/16/2022	01/2023 Changed	Tier 3
1. Describe the project?	Online Liquor License Renewal			
2. What is the status of the project	Completed			
3. Was there any delay? If so, why?	Only delays were because I was late in sending info back to them.			
4. Will it be launched within the next 90 days?	Yes.			
Lukastr@yahoo.com Called: Emailed: 03/01/2023 Response: 03/05/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Harrison Village	PayPort	11/30/2022	02/2023	Tier 3
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?				
villageofha@qwestoffice.net Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Hyannis Village	NLCC Renewal Local Set Up	02/23/2022	02/2023	Tier 3
1. Describe the project?				
2. What is the status of the project	Freddy Pika just sent the paperwork to start this process.			
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
Hyannis69350@gmail.com Called: Emailed: 03/01/2023-03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Knox County Clerk	NLCC Renewal	02/1/2023	03/2023	Tier 3
1. Describe the project?	Set up online local fee acceptance for Knox County.			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	It has been launched.			
Krista.nix@knoxcountyne.gov Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Merna Village	PayPort	01/17/2023	02/2023	Tier 3
1. Describe the project?	We didn't have any way of processing a card payment, so we have now gotten set up with NIC and use the PayPort system.			
2. What is the status of the project	Our project is complete, and the installation process went great.			
3. Was there any delay? If so, why?	There was no unusual delay. It takes some time to get all the paperwork in place.			
4. Will it be launched within the next 90 days?	We have launched 2 weeks ago, and we are very happy with the results.			
clerk@villageofmerna.com Called: Emailed: 03/01/2023 Response: 03/02/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Milligan Village	NLCC Renewal Local Set Up	11/30/2022	01/2023	Tier 3
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?				
Villageofmilligan@hotmail.com Called: Emailed: 03/01/2023- 03/06/2023 Response: 3/7/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Niobrara Village	NLCC Renewal Local Set Up	11/30/2022	01/2023	Tier 3
1. Describe the project?	The project was to allow the local government- Village of Niobrara – to receive our local fees for liquor licenses by ACH to our account, thus allowing those renewing their licenses to pay all fees online in a one-time payment.			
2. What is the status of the project	The project is in place and ready for the first renewals of the 2023 year.			
3. Was there any delay? If so, why?	There were no delays. The process takes some time for security reasons, but I would not say it was delayed.			
4. Will it be launched within the next 90 days?	Yes, it will be launched in the next 90 days in respect that non-Class C licenses will renew in the next 90 days.			
niocc@gpcom.net Called: Emailed: 03/01/2023 Response: 03/02/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Stamford Village	PayPort	12/15/2022	02/2023	Tier 3
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?				
stamfordco@frontiernet.net Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Wahoo City	NLCC Renewal Local Set Up	12/15/2022	01/2023	Tier 3
1. Describe the project?	Liquor License payment collections.			
2. What is the status of the project	Active-Currently collecting.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Already in process.			
fasel@wahoo.ne.us Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Yutan City	Utility Payments (AE)	02/10/2023	03/2023	Tier 2
1. Describe the project?	The city of Yutan is going to Nebraska Interactive to help facilitate our credit card and online payments for our utility billing. We chose this because it will work well with our bill software, powermanager.			
2. What is the status of the project	Nearing completion.			
3. Was there any delay? If so, why?	None.			
4. Will it be launched within the next 90 days?	Yes.			
cheaton@cityofyutan.com Called: Emailed: 03/01/2023 Response: 03/02/2023				

**PROJECT STATUS REVIEW
(STATE) Q4 2022
March 30, 2023**

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
Administrative Office of the Courts	Amended Service Returns	09/01/2022	02/2023 Changed	Tier 3
1. Describe the project?	An enhancement to the Service Return portal to allow users to file Amended Returns in addition to original Returns to JUSTICE.			
2. What is the status of the project	Development stopped in TEST due to a variety of issues.			
3. Was there any delay? If so, why?	Yes, it is currently on hold due to issues we've encountered and the eSignature enhancement becoming a higher priority at this point.			
4. Will it be launched within the next 90 days?	Probably not.			
Sherri Dennis/Chad Cornelius Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
Administrative Office of the Courts	Judge Portal eSignature Enhancement	02/17/2023	05/2023	Tier 2
1. Describe the project?	An enhancement to the Judge Portal to bring all three methods of completing Orders into one seamless process, using a single method for signing orders.			
2. What is the status of the project	In development with NI.			
3. Was there any delay? If so, why?	No delays as of today.			
4. Will it be launched within the next 90 days?	This is our goal, but we'll see.			
Sherri Dennis/Chad Cornelius Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Attorney General	Website Redesign for New Attorney General	11/09/2022	01/2023	Tier 3
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?				
Suzanne Gage Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Auditor of Public Accounts	Website Change	12/30/2022	01/2023	Tier 3
1. Describe the project?	Updating the website for changes in Auditor.			
2. What is the status of the project				
3. Was there any delay? If so, why?	We had no concerns or delays.			
4. Will it be launched within the next 90 days?	The project is complete.			
Craig Kubicek/Mike Foley Called: Emailed: 03/01/2023 Response: 03/02/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	RoadGuard Interlock Transition	01/30/2023	02/2023	Tier 2
1. Describe the project?	Project initiated when Draeger sent notification they were transitioning to RoadGuard Interlock.			
2. What is the status of the project	Completed.			
3. Was there any delay? If so, why?	None that I'm aware of.			
4. Will it be launched within the next 90 days?	RoadGuard went live on 02/22/2023.			
Lisa Wolf Called: Emailed: 03/01/2023 Response: 03/02/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	Driver License Record (DLR) Point-to-Point Rest Interface Integration for Insurance Information Exchange (IIX)-Versik	06/13/2022	02/2023	Tier 3
1. Describe the project?	This project was initiated at the request of a customer who purchases a large number of driving records. The project was initiated to change the communication used for the transfer of requests and responses.			
2. What is the status of the project	Unknown since not initiated by DMV.			
3. Was there any delay? If so, why?	Unknown since not initiated by DMV.			
4. Will it be launched within the next 90 days?	Unknown since not initiated by DMV.			
Betty Johnson Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Department of Motor Vehicles	SR22/26 Bulk Integration-Versik/USAA	12/14/2022	02/2023	Tier 2
1. Describe the project?	Project initiated at request of Versik to submit SR22/SR26 filings electronically for the USAA Group of Insurance Companies.			
2. What is the status of the project	Unknown – still haven't received any test data from Versik.			
3. Was there any delay? If so, why?	Unknown since Versik			
4. Will it be launched within the next 90 days?				
Lisa Wolf Called: Emailed: 03/01/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Lt. Governor	Website Change	12/15/2022	01/2023	Tier 3
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?				
John Gage Called: Emailed: 03/01/2023- 03/06/2023 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Board of Landscape Architects	Registrations and Renewal Project	02/06/2023	04/2023	Tier 2
1. Describe the project?	Online portal for applications and renewals.			
2. What is the status of the project	Projected to start mid-March by NIC – still waiting on the scope of work to be provided and signed (approval for the project given to NIC on 2/6/23) – Some pre-planning and discovery have taken place.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	It is projected to launch no later than June if it is started as projected.			
Jean Lias Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Brand Committee	RFL Renewal Change	01/09/2023	08/2023	Tier 3
1. Describe the project?	Updating the renewal date to make all producers use 1 set date instead of whenever they applied. Adding in a couple fields and making it easier to pull missed audits by the auditors.			
2. What is the status of the project	In development.			
3. Was there any delay? If so, why?	Not at this time.			
4. Will it be launched within the next 90 days?	First part is completed of changing dates and now working on the 2 nd part.			
Danna Schwenk Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Commission for the Deaf and Hard of Hearing	PayPort	12/07/2022	01/2023	Tier 2
1. Describe the project?	We were looking for an online platform to accept electronic payment of licensing fees. NIC suggested PayPort as a solution and it is exactly what we were looking for.			
2. What is the status of the project	Completed			
3. Was there any delay? If so, why?	No delays. Project was completed in a very timely manner with wonderful training and support!			
4. Will it be launched within the next 90 days?	It has already been launched and is live on our website: https://ncdhh.nebraska.gov/licensing , click on the "PAY ONLINE" hyperlink. We also have a MagTek DynaPad card unit in our Lincoln office to accept credit/debit card payments.			
Sharon Sinkler Called: Emailed: 03/01/2023 Response: 03/01/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	Apt Calendar FBI Category Requirements Update	12/13/2022	02/2023	Tier 2
1. Describe the project?	The FBI Category Requirements Update to the online Appointment Calendar System is a project to include the addition of five new Federal Tax Information (FTI) categories required for fingerprint based national background checks. In addition, the requirements update included an update to Public Housing coding to meet the FBI mandated guidelines.			
2. What is the status of the project	This project is scheduled to be deployed into production on March 7, 2023.			
3. Was there any delay? If so, why?	Once the Nebraska State Patrol received approval to move forward with the project, there were no significant delays.			
4. Will it be launched within the next 90 days?	Yes.			
Jeff Avey Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	Project (MCDV)	09/29/2022 Changed	03/2023	Tier 3
1. Describe the project?	The MCDV project is an automated system that reports misdemeanor crime of domestic violence convictions to the federal National Instant Criminal Background Check System (NICS) database directly from the convicting court. This will ensure this firearm prohibiting information is available nationwide for firearm background checks.			
2. What is the status of the project	In progress- the Nebraska State Patrol recently provided testing feedback and is currently awaiting bug resolution by NIC Nebraska before completing additional testing to ensure the project is production ready.			
3. Was there any delay? If so, why?	Yes – Due to the passing of the Bipartisan Safer Communities Act of 2022, unexpected changes to this project were required. In addition, we are currently experiencing a delay with the Nebraska State Patrol message switch vendor Datamaxx. We are awaiting information from them to move forward with one of the remaining bug resolutions.			
4. Will it be launched within the next 90 days?	Yes, NIC Nebraska has a target date for deploy in March 2023.			
Kelsey Remmers Called: Emailed: 03/01/2023- 03/06/2023 Response: 03/06/2023				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Electrical Division	Electrical Permits System-New License Types	01/25/2023	03/2023	Tier 3
1. Describe the project?	Adding the ability for the Sign installers, irrigation installers and HVAC installers that are licensed to be able to issue permits.			
2. What is the status of the project	Project is completed.			
3. Was there any delay? If so, why?	No delay.			
4. Will it be launched within the next 90 days?	It has been launched.			
Craig Thelen Called: Emailed: 03/01/2023 Response: 03/06/2023				



Summary

Nebraska Department of Motor Vehicles

Revised Addendum Fifteen

Overview

Nebraska Interactive, LLC (“NIC”) began processing renewals of fleet vehicles for the Nebraska Department of Motor Vehicles pursuant to Addendum 15, which was approved by the Nebraska State Records Board at the September 18, 2019, meeting.

Owners of fleet vehicles are those that have between 25 and 2,500 vehicles. This service provides the opportunity for owners with a fleet of vehicles to renew all their vehicles in one group, instead of individually.

Rhonda Lahm, Director of the DMV provided information at the September 2019 meeting that .5% of the DMV fee was the appropriate pricing model for fleet renewals, and with such fee, it would be less expensive to the users to complete fleet renewals than it would be to renew each vehicle separately.

The .5% currently charged is applicable for payments made via electronic check, which is the only approved method of payment on Addendum Fifteen. The Department of Motor Vehicles has now requested to add credit cards as a method of payment, to satisfy a user’s request to make payment via credit card.

Information at the September 2019 meeting provided that the average state renewal cost was \$18.34 per trailer and \$457.24 per vehicle.

Current Addendum Fifteen

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
Fleet Renewals Electronic Check	Full statutory/assessed fee charged by Partner	.5% of Partner Fee	20% of Portal Fee
Fleet Renewals Credit Card	Full statutory/assessed fee charged by Partner	N/A	20% of Portal Fee
Fleet Renewals PIN Debit	Full statutory/assessed fee charged by Partner	N/A	20% of Portal Fee

Revised Addendum Fifteen

Revised Addendum Fifteen adds credit cards as a method of payment with a fee of 2.49% (similar to the PayPort credit card fee). Electronic check payments will still be an option at the same .5% rate that was previously approved by the Nebraska State Records Board.

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
Fleet Renewals Electronic Check	Full statutory/assessed fee charged by Partner	.5% of Partner Fee	20% of Portal Fee
Fleet Renewals Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Fleet Renewals PIN Debit	Full statutory/assessed fee charged by Partner	N/A	20% of Portal Fee

Market Potential

NIC Nebraska has offered the services for several years, so NIC has accurate data of the market potential and NIC revenue projections.

Below are transaction totals and revenues for calendar year 2022.

Service Name	Online Transactions	Total Revenue	NIC Revenue	NSRB Share
Fleet Renewals (Electronic Check)	613	\$2,889,378.62	\$11,502.87	\$2,875.71

Below are estimated transaction totals and revenues for calendar year 2023. The DMV estimates a potential increase of 20% in overall transactions. Applied to our 2022 totals, below is a projection of potential revenue.

Service Name	Online Transactions	Est. Total Revenue	NIC Revenue	NSRB Share
Fleet Renewals (Credit Card) – ESTIMATED	127	\$577,875.60	\$11,511.28	\$2,877.82

NIC Investment

NIC incurs the cost of all development staff, security, PCI compliance, maintenance, and customer support for the above-mentioned services.

**REVISED Addendum Fifteen to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Nebraska Department of Motor Vehicles , and the
Nebraska State Records Board**

REVISED Addendum Fifteen 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 Motor Vehicles ("Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum Fifteen supersedes and replaces the prior Addendum Fifteen, between the Contractor, NSRB, and the Partner.

Project: Fleet Renewals for Nebraska Department of Motor Vehicles

Revenue Type: Instant Access

Implementation: 2023

Service	Nebraska Department of Motor Vehicles Fee	Contractor Portal Fee	NSRB Share
Fleet Renewals Electronic Check	Full statutory/assessed fee charged by Partner	.5% of Partner Fee	20% of Portal Fee
Fleet Renewals Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Fleet Renewals PIN Debit	Full statutory/assessed fee charged by Partner	N/A	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):

- Not applicable

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

By: _____

Date: _____

General Manager – Brent Hoffman
Nebraska Interactive LLC dba NIC Nebraska

By: _____

Date: _____

Director - Rhonda Lahm
Nebraska Department of Motor Vehicles

By: _____

Date: _____

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

**National Criminal History Improvement Program (NCHIP) and NICS
Act Record Improvement Program (NARIP) Dedicated Staff
Program**

Nebraska State Patrol

Contractor: Nebraska Interactive, LLC dba NIC Nebraska

Product Owner: Jay B. Sloan

Date: 01/18/2023

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 (“Master Contract”).

1. Introduction

The Nebraska State Patrol (“NSP” or “Partner”) has been awarded federal grant funding under the National Criminal History Improvement Program (“NCHIP”) and under the National Instant Criminal Background Check System (“NICS”), Act Record Improvement Program (“NARIP”) (collectively referred to as “Grants”).

The Department of Justice, Office of Justice Programs (“OJP”), through the Bureau of Justice Statistics (“BJS”), administers the NCHIP grants, and provides direct awards and technical assistance to states and localities to improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

The Department of Justice, OJP, through the BJS, also administers the NARIP grants, and provides awards to improve the completeness, automation, and transmittal of records to state and federal systems used by the NICS. Such records include criminal history records, records of felony convictions, warrants, records of protective orders, convictions for misdemeanors involving domestic violence and stalking, drug arrests and convictions, records of mental health adjudications, and others which may disqualify an individual from possessing or receiving a firearm under federal law. Helping states, state court systems, and tribes to automate these records will also reduce delays for law-abiding gun purchasers.

The Partner has requested that the Contractor hire, train, manage, and support dedicated employees to complete work in pursuit of the NCHIP and NARIP grant programs, as further described in this SOW.

Partner Executive Sponsor

Jeff Avey, Director, Criminal Identification Division

Email: jeff.avey@nebraska.gov

Phone: (402) 479-4085

Partner Project Manager

Kelsey Remmers, NICS Program Manager

Email: kelsey.remmers@nebraska.gov

Phone: (402) 479-4076

Partner Billing Contact

Dan McEowen, IT Business Systems Analyst/Coordinator

Email: daniel.mceowen@nebraska.gov

Phone: (402) 430-4072

2. Project Overview

2.1 Objectives

The Contractor will hire, train, manage and support a team of qualified employees to provide services in connection with projects under the auspice of the NCHIP and NARIP grant programs. These employees will provide services on projects and tasks as directed by the Partner, except as otherwise provided in this SOW.

Under the NCHIP grant, the Contractor will work on the modernization of the statewide court database, JUSTICE (development/maintenance/enhancements/etc.), to improve the quality, completeness, and timeliness of criminal history information. Such services will be directed by the Nebraska Administrative Office of the Courts (“AOC”).

Under the NARIP grant, the Contractor will work on the development, maintenance, and enhancement of the misdemeanor crime of domestic violence (“MCDV”), felony, and mental health reporting projects that send firearm prohibiting information to the NICS.

Under the Grants, the Contractor will staff a team consisting of the following positions, assigned to the Grants at the specified percentages:

1. (3) Software Developers - 100% NCHIP
2. (1) Project Manager/Product Owner - 75% NCHIP and 25% NARIP
3. (1) Quality Analyst - 75% NCHIP and 25% NARIP
4. (2) Software Developers - 75% NARIP and 25% NCHIP

2.2 Scope

2.2.1 Inclusions

2.2.1.1 The Contractor will hire qualified software developers, a quality analyst, and a project manager to be dedicated to providing the services needed to carry out projects or programs under the Grants.

2.2.1.2 The Contractor will adequately train software developers, a quality analyst, and a project manager to perform required services.

2.2.1.3 The Contractor will manage all services identified by the Partner to be completed under the auspice of the Grants.

2.2.1.4 The Contractor will provide the technical infrastructure and all necessary software to provide services identified by the Partner under the auspice of the Grants.

2.2.1.5 The Contractor will collaborate with other state entities as directed by the Partner. This includes, but is not limited to, the AOC.

2.2.2 Exclusions

2.2.2.1 The Contractor will not be responsible for creation or identification of projects to be completed under the auspice of the Grants.

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 services outlined in this SOW, 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 Grant services throughout all phases.
- 2.4.3 Partner will provide the Contractor with Grant project requirements.
- 2.4.4 Partner will provide the Contractor with content, language and text.
- 2.4.5 Partner, or the AOC will provide customer support for business-related questions during normal business hours.
- 2.4.6 Partner, or the AOC will provide assistance with testing for business requirements.
- 2.4.7 The Contractor will communicate regularly with Partner to review Grant projects underway and will provide regular progress reports to the Partner and AOC.
- 2.4.8 The Contractor will deliver the following for projects under the auspice of the Grants:
 - 2.4.8.1 Education on latest web protocol items, such as accessibility compliance and web usability standards.
 - 2.4.8.2 Marketing assistance for Partner or AOC services.
 - 2.4.8.3 Secure hosting of services/applications within the Contractor's Enterprise Technology Services (ETS) environment.
 - 2.4.8.4 24 hours a day, 7 days a week technical support.

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

2.4.9 At any time during the term of the SOW, the Contractor or Partner has the authority to terminate or suspend the SOW if a commitment to mutually agreed upon timelines is not being honored.

2.5 Constraints

2.5.1 Partner availability and workload.

2.5.2 Change(s) in staffing for members of the grant-funded team.

3 Requirements

For each Grant project, after development services have 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 completion 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 to the Contractor, or acquired by the Contractor, pursuant to services provided under this SOW, shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

4.2 SOW Representatives and Notices

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

Mailing Address: Nebraska State Patrol, Criminal Identification Division
4600 Innovation Dr
Lincoln, NE 68521
Phone: 402 471-4545
Email: jeff.avey@nebraska.gov

Mailing Address: General Manager/Contractor
1135 M Street, Suite 220
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-support@egov.com

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

4.3 Termination of SOW

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

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

4.3.3 This SOW may also be terminated by the Partner for any loss of appropriations. Contractor agrees that the Partner's obligation to pay amounts may be contingent upon legislative appropriation of funds for that purpose or continuing grant funding by a state or federal entity. Should said funds not be appropriated or grants funds become unavailable, the Partner may terminate this SOW with respect to payments to be made during a period for which funds are not available. The Partner will give the Contractor (30) days written notice of such termination. All obligations of the Partner to make payments after the termination date will cease. In no event shall the Contractor be paid for a loss of anticipated profit.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall continue in effect for the duration of Partner's Grant funding, unless earlier terminated in accordance with the terms of this SOW. However, in no event shall the SOW continue in effect beyond the term of the Master Contract and any extensions or renewals or replacements thereof.

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,
- d. This SOW; and
- e. Attachment A to this SOW.

4.11 Terms and Conditions for Grants

The terms and conditions applicable to the Grants are attached to this SOW, labeled Attachment A, and incorporated herein by this reference. The Contractor agrees to comply with such terms and conditions as applicable to the Contractor.

4.12 Grants Oversight

The Partner is solely responsible for monitoring and providing oversight related to Contractor's compliance with the requirements of the Grants. Although the NSRB is a party to this Agreement, the NSRB is not a subrecipient or a contractor under the Grants. The NSRB has no responsibility to comply with the requirements of the Grants and will not be engaging in any monitoring or oversight related to the Grants.

5 Invoicing and Payment

Project/Project Type	Hours (2080/12)	Rate	Quantity	Monthly Invoice Amount	Annual Cost Estimate (Monthly Invoice Amount x 12)
Grant Developer	173.33	\$64.182/hour	5	\$55,623.33	\$667,480.00
Grant Project Manager	173.33	\$61.275/hour	1	\$10,620.83	\$127,450.00
Grant Quality Analyst	173.33	\$49.638/hour	1	\$8,603.75	\$103,245.00

5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in the Invoicing and Payment section of this SOW, and will invoice the Partner monthly at the rates indicated above. The Partner is solely responsible for providing payment to the Contractor for services provided by the Contractor under this SOW. Upon mutual agreement of Contractor and Partner, these amounts may be increased annually, in an amount not to exceed five percent (5%) over the previous year’s rate.

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.

6 Signatures

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

Nebraska Interactive, LLC dba NIC Nebraska

Brent Hoffman, General Manager

Date

Nebraska State Patrol

Colonel John A. Bolduc, Superintendent

Date

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

Date

Attachment A
to
National Criminal History Improvement Program (NCHIP)
and NICS Act Record Improvement Program (NARIP) Dedicated Staff Program
Statement of Work

By executing the SOW, the Contractor agrees to the following terms and conditions:

- A. CLEAN AIR ACT. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387. The Contractor further understands and agrees that all violations must be reported to the Department of Justice (DOJ) and the Regional Office of the Environmental Protection Agency (EPA).
- B. BYRD ANTI LOBBYING AMENDMENT. Contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor must sign and submit to the Partner the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- C. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of the SOW, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- D. **DOMESTIC PREFERENCE.** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- E. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor is prohibited from obligating or expending SOW funds to: procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- F. **AUTOMATIC RENEWALS.** Notwithstanding any contrary or conflicting language in any document(s) related to this SOW, whether submitted to the Partner before or after the SOW is executed, the Partner does not agree to any automatic or continuing renewal of a subscription, service, or order of goods.

Grails Progress Report

Priority	Project Status	Service Name	Partner Name	Estimated Full Development Start	Estimated Month Completed	Original Est. Month of Completion	Actual Project Begin Date	Actual Project Launch Date	Complexity
Launched									
1	Launched	AGO Complaint Management System	Attorney General's Office	21-Dec	22-Jan		12/14/21	01/25/22	Low
2	Launched	SOS Voter Registration System	Secretary of State	22-Jan	22-Sep*	Jun-22	01/14/22	9/27/2022	Medium
3	Launched	DMV Commercial Driver License (CDL) Testing System	Department of Motor Vehicles	21-Mar	22-Sep*	Jun-22	03/01/21	9/20/2022	High
4	Launched	NDA Auction Market Fee System (Migration or Rewrite)	Nebraska Department of Agriculture	22-Jul	22-Sep		7/1/2022	10/17/2022	High
5	Launched	Oracle Database	NIC Nebraska Internal	22-Mar	22-Feb		03/01/21	02/03/22	Medium
6	Launched	NI Subscription Signup System	NIC Nebraska Internal	22-Jun	22-Sep		06/13/22	10/26/2022	Low
7	Launched	AOC Courts Juror Form System (Migration or Rewrite)	Administrative Office of the Courts	22-Jun	22-Nov*	Dec-22	9/12/2022	12/20/2022	Low
8	Launched	NDA Annual/Semi Annual Reporting of Commodity System (Migration or Rewrite)	Nebraska Department of Agriculture	22-Jun	22-Nov*	Sep-22	7/18/2022	1/12/2023	High
Active									
9	Partner Testing	AOC Appellate Courts eFiling System	Administrative Office of the Courts	22-Apr	23-Apr*	Jun-22	04/11/22		Medium
10	Partner Testing	NBC Brand Inspection & Database System	Nebraska Brand Committee	22-Jul	23-Mar*	Dec-22	07/19/22		High
11	Partner Testing	NSP Criminal History Request System	Nebraska State Patrol	22-Sep*	23-Mar*	Sep-22	8/11/2022		Low
12	In Development	SOS Corporate Document eDelivery System	Secretary of State	22-Oct*	23-Apr*	Sep-22	10/3/2022		Medium
13	In Development	DMV OTC Payment Engine System	Department of Motor Vehicles	22-Nov*	23-May*	Sep-22	12/15/2022		Medium
14	In Development	NSP Appointment Calendar System	Nebraska State Patrol	22-Dec*	23-Mar*	Dec-22	2/6/2023		Medium
15		AOC Trial Court eFiling System	Administrative Office of the Courts	23-Mar*	23-Jul*	Dec-22			High
16		AOC ePayments System	Administrative Office of the Courts	23-Mar*	23-Jun*	Dec-22			Medium
17		NDR Tax Payment Plan System	Nebraska Department of Revenue	23-Apr*	23-Aug*	Dec-22			High
18		NSP CHP - Concealed Handgun Renewal & Replacement Permit System	Nebraska State Patrol	23-Apr*	23-Sep*	Dec-22			Low
19		NDA Measuring Device Registration System	Nebraska Department of Agriculture	23-May*	23-Sep*	Dec-22			Low
20		NDA Feed, Fertilizer and Liming Tonnage Report System	Nebraska Department of Agriculture	23-May*	23-Oct*	Dec-22			Medium
21		WCC eFiling	Workers Compensation Court	23-Jun*	23-Oct*	Dec-22			Medium
22		DMV Certified Driver Record (CDR) System	Department of Motor Vehicles	23-Jun*	23-Oct*	Mar-23			Low
23		AOC Appellate Courts ePublications System	Administrative Office of the Courts	23-Aug*	23-Nov*	Dec-22			Medium
24		DMV Handicap Permits	Department of Motor Vehicles	23-Aug*	23-Nov*	Jun-23			Medium
25		DMV SR 22/26 Single Submit System	Department of Motor Vehicles	23-Sep*	23-Dec*	Jun-23			Medium
26		DMV Student Driver Safety Waiver System	Department of Motor Vehicles	23-Nov*	24-Jan*	Sep-23			Medium
27		PSC Remittance System	Public Service Commission	23-Oct*	24-Jan*	Sep-23			Medium
28		MVILB Dealer System	Motor Vehicle Industry Licensing Board	24-Mar*	24-Mar*	Sep-23			Medium
Continued Application Evaluation									
29		SFM Fireworks Licensing, Permit & Search Suite	State Fire Marshal	TBD	TBD	Mar-23			Medium
30		NDA Nursery License Fees System	Nebraska Department of Agriculture	TBD	TBD	Mar-23			Medium
31		PSC Auto Dialer Scripts System	Public Service Commission	TBD	TBD	Jun-23			Low
32		NDA Farmers' Market Nutritional System	Nebraska Department of Agriculture	TBD	TBD	Sep-23			Medium
33		NSP Misdemeanor Crime of Domestic Violence (MCDV) System	Nebraska State Patrol	TBD	TBD	TBD			Medium
34		DHHS Professional License Monitoring System	Department of Health & Human Services	TBD	TBD	Mar-23			Low
Migration to AppEngine or Application Rewrite									
35		NDCS Federal Surplus Property System	Nebraska Department of Correctional Services			Dec-22			High
36		SED Electrician License System	State Electrical Division			Dec-22			High
Applications Not Planned For Upgrade									
37		NLCC Beer Wholesaler Reporting System	Nebraska Liquor Control Commission			Jun-23			Medium
38		DOI Medical Malpractice System	Department of Insurance			TBD			High
39		NLCC Beer, Wine & Spirit Manufacturing Reporting System	Nebraska Liquor Control Commission			Sep-23			High
40		NDA Monthly Reporting of Commodity System	Nebraska Department of Agriculture			TBD			Low
41		E&A Architect and Engineer Comity (Reciprocity) System	Engineers and Architects			Dec-22			High
42		NDA Quarterly Reporting of Commodity System	Nebraska Department of Agriculture			Sep-22			High
Date Last Revised: 2/28/2023									

Drupal Progress Report

Priority	Project Status	Website	Partner Name	Actual Project Begin Date	Estimated Month Completed	Original Estimated Month Completed	Actual Project Launch Date	Complexity
In Development								
1	Dev Phase 6: Testing	Arthur County	Arthur County	05/18/22	23-Mar	22-Jun		Low
2	Dev Phase 4: Content Migration	Antelope County	Antelope County	05/18/22	23-Mar	22-Jun		Low
3	Dev Phase 4: Content Migration	Natural Resources Commission	Natural Resources Commission	06/06/22	23-Mar	22-Jun		Low
4	Dev Phase 4: Content Migration	Loup County	Loup County	06/07/22	23-Mar	22-Jun		Low
5	Dev Phase 4: Content Migration	Sherman County	Sherman County	06/10/22	23-Mar	22-Jun		Low
6	Dev Phase 4: Content Migration	Blaine County	Blaine County	06/06/22	23-Mar	22-Jun		Low
7	Dev Phase 4: Content Migration	Stanton County	Stanton County	06/10/22	23-Mar	22-Jun		Low
8	Dev Phase 4: Content Migration	Chase County	Chase County	06/10/22	23-Mar	22-Jun		Low
9	Dev Phase 3: Modules Upgrade	Jefferson County	Jefferson County	06/30/22	23-Apr	22-Sep		Low
10	Dev Phase 3: Modules Upgrade	Holt County	Holt County	06/30/22	23-Apr	22-Sep		Low
11	Dev Phase 3: Modules Upgrade	Bazile Groundwater Management Area	Bazile Groundwater Management Area	07/18/22	23-Apr	22-Sep		Low
12	Dev Phase 3: Modules Upgrade	Dodge County	Dodge County	07/18/22	23-Apr	22-Sep		Low
13	Dev Phase 3: Modules Upgrade	Polk County	Polk County	07/18/22	23-Apr	22-Sep		Low
14	Dev Phase 3: Modules Upgrade	Abstracters Board of Examiners	Abstracters Board of Examiners	07/18/22	23-Apr	22-Sep		Low
15	Dev Phase 3: Modules Upgrade	Nebraska Board of Pardons	Nebraska Board of Pardons	07/25/22	23-Apr	22-Sep		Low
16	Dev Phase 3: Modules Upgrade	Nebraska State Board of Landscape Architects	Nebraska State Board of Landscape Architects	07/25/22	23-Apr	22-Sep		Low
17	Dev Phase 3: Modules Upgrade	Nebraska Board of Geology	Nebraska Board of Geology	07/25/22	23-May	22-Sep		Low
18	Dev Phase 3: Modules Upgrade	Engineers and Architects	Engineers and Architects	07/25/22	23-May	22-Sep		Low
19	Dev Phase 3: Modules Upgrade	Professional Practices Commission	Professional Practices Commission	08/04/22	23-May	22-Sep		Low
20	Dev Phase 3: Modules Upgrade	Nebraska State Records Board	Nebraska State Records Board	8/10/2022	23-May	22-Sep		Low
21	Dev Phase 3: Modules Upgrade	City of Lyons	City of Lyons	8/12/2022	23-May	22-Sep		Low
22	Dev Phase 3: Modules Upgrade	Coordinating Commission for Postsecondary Education	Coordinating Commission for Postsecondary Education	8/23/2022	23-May	22-Sep		Low
23	Dev Phase 3: Modules Upgrade	Nebraska Commission of Industrial Relations	Nebraska Commission of Industrial Relations	8/25/2022	23-May	22-Dec		Low
24	Dev Phase 3: Modules Upgrade	Lieutenant Governor	Lieutenant Governor	8/25/2022	23-May	22-Dec		Low
25	Dev Phase 3: Modules Upgrade	Nebraska Dry Bean Commission	Nebraska Dry Bean Commission	8/29/2022	23-Jun	22-Dec		Medium
26	Dev Phase 3: Modules Upgrade	Nebraska Investment Council	Nebraska Investment Council	9/13/2022	23-Jun	22-Dec		Medium
27	Dev Phase 3: Modules Upgrade	Village of Walthill	Village of Walthill	9/13/2022	23-Jun	22-Dec		Medium
28	Dev Phase 3: Modules Upgrade	Nebraska Center for Nursing	Nebraska Center for Nursing	9/14/2022	23-Jun	22-Dec		Medium
29	Dev Phase 3: Modules Upgrade	Nebraska Commission for the Deaf and Hard of Hearing	Nebraska Commission for the Deaf and Hard of Hearing	9/14/2022	23-Jun	22-Dec		Medium
30	Dev Phase 3: Modules Upgrade	Nebraska Commission for the Blind and Visually Impaired	Nebraska Commission for the Blind and Visually Impaired	9/19/2022	23-Jun	22-Dec		Medium
31	Dev Phase 3: Modules Upgrade	Lewis & Clark Natural Resource District	Lewis & Clark Natural Resource District	9/20/2022	23-Jun	22-Dec		Medium
32	Dev Phase 3: Modules Upgrade	State of Nebraska Board of Parole	State of Nebraska Board of Parole	9/20/2022	23-Jun	22-Dec		Medium
33	Dev Phase 3: Modules Upgrade	Nebraska Board of Public Accountancy	Nebraska Board of Public Accountancy	9/21/2022	23-Jun	23-Mar		Medium
34	Dev Phase 3: Modules Upgrade	Nebraska Power Review Board	Nebraska Power Review Board	9/21/2022	23-Jun	23-Mar		Medium
35	Dev Phase 3: Modules Upgrade	Nebraska Athletic Commission	Nebraska Athletic Commission	9/21/2022	23-Jun	23-Mar		Medium
36	Dev Phase 3: Modules Upgrade	Nebraska Secretary of State	Nebraska Secretary of State	9/28/2022	23-Jul	24-Mar		Very High
37	Dev Phase 3: Modules Upgrade	Nebraska Brain Injury Advisory Council	Nebraska Brain Injury Advisory Council	9/22/2022	23-Aug	23-Mar		Medium
38	Dev Phase 3: Modules Upgrade	Nebraska State Electrical Division	Nebraska State Electrical Division	9/22/2022	23-Aug	23-Mar		Medium
39	Dev Phase 3: Modules Upgrade	Nebraska State Fire Marshal	Nebraska State Fire Marshal	9/22/2022	23-Aug	23-Mar		Medium
40	Dev Phase 3: Modules Upgrade	Nebraska Brand Committee	Nebraska Brand Committee	9/23/2022	23-Aug	23-Mar		Medium
41	Dev Phase 3: Modules Upgrade	Liquor Control Commission	Liquor Control Commission	9/23/2022	23-Aug	23-Mar		Medium
42	Dev Phase 3: Modules Upgrade	Crime Commission	Crime Commission	9/23/2022	23-Aug	23-Jun		Medium
43	Dev Phase 3: Modules Upgrade	Nebraska Accountability and Disclosure Commission	Nebraska Accountability and Disclosure Commission	9/26/2022	23-Sep	23-Jun		Medium
44	Dev Phase 3: Modules Upgrade	Nebraska Department of Revenue	Nebraska Department of Revenue	9/26/2022	23-Sep	23-Jun		High
45	Dev Phase 3: Modules Upgrade	Nebraska Department of Insurance	Nebraska Department of Insurance	9/26/2022	23-Sep	23-Jun		High
46	Dev Phase 3: Modules Upgrade	Assistive Technology Partnership	Assistive Technology Partnership	9/27/2022	23-Sep	23-Jun		High
47	Dev Phase 3: Modules Upgrade	Nebraska Department of Banking and Finance	Nebraska Department of Banking and Finance	9/27/2022	23-Oct	23-Jun		High
48	Dev Phase 3: Modules Upgrade	Nebraska Public Service Commission	Nebraska Public Service Commission	9/27/2022	23-Oct	23-Jun		High
49	Dev Phase 3: Modules Upgrade	Tax Equalization and Review Commission	Tax Equalization and Review Commission	9/27/2022	23-Oct	23-Jun		High
50	Dev Phase 3: Modules Upgrade	Governor Jim Pillen	Governor Jim Pillen	9/28/2022	23-Oct	23-Aug		High
51	Dev Phase 3: Modules Upgrade	Nebraska One Stop Portal	Governor Jim Pillen	9/28/2022	23-Nov	23-Aug		High
52	Dev Phase 3: Modules Upgrade	Nebraska Attorney General's Office	Nebraska Attorney General's Office	9/28/2022	23-Nov	23-Aug		High
53	Dev Phase 3: Modules Upgrade	Protect the Good Life	Nebraska Attorney General's Office	9/28/2022	23-Nov	23-Aug		High
54	Dev Phase 3: Modules Upgrade	Nebraska Department of Natural Resources	Nebraska Department of Natural Resources	9/29/2022	23-Dec	23-Dec		Very High
55	Dev Phase 3: Modules Upgrade	Department of Motor Vehicles	Department of Motor Vehicles	9/29/2022	24-Jan	24-Mar		Very High
56	Dev Phase 3: Modules Upgrade	Department of Veterans' Affairs	Department of Veterans' Affairs	9/29/2022	24-Feb	24-Mar		Very High
57	Dev Phase 3: Modules Upgrade	Department of Veterans' Affairs World War I Commemoration	Department of Veterans' Affairs	9/29/2022	24-Mar	24-Mar		Medium
Canceled								
58	Canceled	History Nebraska	History Nebraska					Very High
59	Canceled	Nebraska Emergency Management Agency	Nebraska Emergency Management Agency					Very High
60	Dev Phase 4: Content Migration	Nebraska Interactive Meadowlark Website	Nebraska Interactive					Low
61	Dev Phase 4: Content Migration	Nebraska Interactive Website	Nebraska Interactive					Low
62	Canceled	Nebraska Dose of Reality	Nebraska Attorney General's Office					High
Date Last Revised: 3/2/2023								

Drupal Progress Report

Phase	Description
Dev Phase 1: Theme Upgrade	Create a new theme for each Drupal 7 website (60+ sites). Convert the theme coding language from php to yaml and make the overall file structure more consistent across all websites.
Dev Phase 2: Templates Upgrade	Create new templates for each theme (hundreds of templates). Convert the template coding language from php to twig as required by Drupal 9. Refactor and upgrade some of the older code.
Dev Phase 3: Modules Upgrade	Set up local development environments to test new modules and the content migration process. We also use these environments to test our new themes and QA our new code changes.
Dev Phase 4: Content Migration	Migrate content from the production databases to local database.
Dev Phase 5: Rebuild Site Logic	Rebuild all of the views and database queries for each website
Dev Phase 6: Testing	Migration to DEV server and eventually TEST server. Conduct internal and external testing.

Project Priority Report (March 30, 2023 - NSRB Meeting)

Project In Progress (Revised 2/28/2023)							
Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)	
1	Administrative Office of the Courts	AOC Amended Service Returns	09/01/22	Feb-23*	Tier 3		
2	Administrative Office of the Courts	AOC Judge Portal eSignature Enhancement	02/17/23	May-23	Tier 2		
3	Antelope County Fair Board	Antelope County Fair Board PayPort	01/17/23	Feb-23	Tier 2		
4	Attorney General's Office	AGO Website Redesign for new AG	11/09/22	Jan-23	Tier 3	01/05/23	
5	Auditor of Public Accounts	APA Website Change	12/30/22	Jan-23	Tier 3	01/05/23	
6	Bellevue City	Bellevue City Permits and Inspections	05/26/21	Feb-23*	Tier 2		
7	Broadwater Village	Broadwater Village NLCC Renewal Local Set Up	08/16/22	Feb-23*	Tier 3	02/02/23	
8	Brown County Clerk's Office	Brown County Clerk PayPort	12/28/22	Jan-23	Tier 3	01/18/23	
9	Brownville Village	Brownville Village NLCC Renewal Local Set Up	11/30/22	Feb-23	Tier 3		
10	Ceresco Village	Ceresco Village NLCC Renewal Local Set Up	02/21/23	Mar-23	Tier 3		
11	Department of Motor Vehicles	RoadGuard Interlock Transition	01/30/23	Feb-23	Tier 2		
12	Department of Motor Vehicles	DMV Driver License Record (DLR) Point-To-Point Rest Interface Integration for Insurance Information Exchange (iix) - Verisk	06/13/22	Feb-23	Tier 3		
13	Department of Motor Vehicles	DMV SR22/26 Bulk Integration - Verisk/USAA	12/14/22	Feb-23	Tier 2		
14	Dorchester Village	Dorchester Village Utility Payments (AE)	01/04/23	Jan-23	Tier 3	01/26/23	
15	Farwell Village	Farwell Village NLCC Renewal Local Set Up	09/16/22	Jan-23*	Tier 3	01/19/23	
16	Governor	Redesign Governor Pillen Website	11/10/22	Jan-23	Tier 3	01/05/23	
17	Harrison Village	Harrison Village NLCC Renewal Local Set Up	11/30/22	Feb-23	Tier 3		
18	Hyannis Village	Hyannis Village PayPort	02/23/22	Feb-23	Tier 3		
19	Knox County Clerk's Office	Knox County Clerk NLCC Renewal Local Set Up	02/21/23	Mar-23	Tier 3		
20	Lieutenant Governor	Lt. Governor Website Change	12/15/22	Jan-23	Tier 3	01/05/23	
21	Merna Village	Merna Village PayPort	01/17/23	Feb-23	Tier 3	02/09/23	
22	Miligan Village	Miligan Village NLCC Renewal Local Set Up	11/30/22	Jan-23	Tier 3	01/12/23	
23	Nebraska Board of Landscape Architects	NSBLA Registrations and Renewal Project	02/06/23	Apr-23	Tier 2		
24	Nebraska Brand Committee	NBC - RFL Renewal Change	01/09/23	Aug-23	Tier 3		
25	Nebraska Commission for the Deaf and Hard of Hearing	Nebraska Commission for the Deaf and Hard of Hearing PayPort	12/07/22	Jan-23	Tier 2	01/23/23	
26	Nebraska State Patrol	NSP Apt Calendar FBI Category Requirements Update	12/13/22	Feb-23	Tier 2		
27	Nebraska State Patrol	NSP Project (MCDV)	09/29/21	Mar-23*	Tier 3		
28	Niobrara Village	Niobrara Village NLCC Renewal Local Set Up	11/30/22	Jan-23	Tier 3	01/10/23	
29	Stamford Village	Stamford Village PayPort	12/15/22	Feb-23	Tier 3	02/06/23	
30	State Electrical Division	SED - Electrical Permits System - New License Types	01/25/23	Mar-23	Tier 3	02/14/23	
31	Wahoo City	Wahoo City NLCC Renewal Local Set Up	12/15/22	Jan-23	Tier 3	01/23/23	
32	Yutan City	Yutan City Utility Payments (AE)	02/10/23	Mar-23	Tier 2		
Project Completed in Quarter 4 2022							
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)	
33	Adams Village	Adams Village NLCC Renewal Local Set Up	09/16/22	Oct-22	Tier 3	10/27/22	
34	Denton Village	Denton Village PayPort	09/20/22	Dec-22*	Tier 3	12/02/22	
35	Department of Motor Vehicles	SR22/26 Bulk Setup for The General	08/29/22	Nov-22	Tier 3	11/29/22	
36	Garland Village	Garland Village PayPort	10/14/22	Nov-22	Tier 3	11/22/22	
37	Gothenburg City	Gothenburg City NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3	11/28/22	
38	Governor	Governor-Elect Appointment Page	11/10/22	Dec-22	Tier 2	11/11/22	
39	Hoskins Village	Hoskins Village PayPort	10/18/22	Nov-22	Tier 3	11/03/22	
40	Marquette Village	Marquette Village PayPort	10/18/22	Dec-22*	Tier 3	12/07/22	
41	Nebraska Board of Examiners for Land Surveyors	NBELS Land Surveyor Registration Renewal (AE)	10/12/22	Nov-22	Tier 2	11/01/22	
42	Nebraska Department of Transportation	NDOT County and City Street Superintendent Licenses Payment CCP ONLY	04/05/21	Oct-22	Tier 3	10/07/22	
43	Prague Village	Prague Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3	11/30/22	
44	Ruskin Village	Ruskin Village NLCC Renewal Local Set Up	08/16/22	Oct-22	Tier 3	10/27/22	
45	Seward City	Seward City NLCC Renewal Local Set Up	09/16/22	Dec-22*	Tier 3	12/12/22	
46	Sterling Village	Sterling Village NLCC Renewal Local Set Up	09/06/22	Dec-22*	Tier 3	12/06/22	
47	Sutherland Village	Sutherland Village NLCC Renewal Local Set Up	09/06/22	Dec-22*	Tier 3	12/28/22	
Projects Deferred or Paused by Partner							
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)	
48	Administrative Office of the Courts	AOC Trial eFiling eService	01/03/22	Aug-22*	Tier 1		
49	Colon Village	Colon Village NLCC Renewal Local Set Up	08/16/22		Tier 3		
50	Davenport Village	Davenport Village NLCC Renewal Local Set Up	08/16/22		Tier 3		
51	Davey Village	Davey Village NLCC Renewal Local Set Up	09/06/22		Tier 3		
52	Wauneta Village	Wauneta Village NLCC Renewal Local Set Up	09/06/22		Tier 3		



NIC Nebraska Business Plan

Brent Hoffman

Table of Contents

<i>I. STATE OF THE ENTERPRISE.....</i>	<i>2</i>
<i>II. EXECUTIVE SUMMARY.....</i>	<i>3</i>
<i>III. ENTERPRISE MANAGEMENT</i>	<i>4</i>
<i>IV. ENTERPRISE THREATS & CHALLENGES.....</i>	<i>5</i>
<i>V. ENTERPRISE STAFFING PLAN</i>	<i>7</i>
<i>VI. ENTERPRISE SECURITY.....</i>	<i>13</i>
<i>VII. STRATEGIC INITIATIVES.....</i>	<i>15</i>
<i>VIII. MARKETING PLAN.....</i>	<i>19</i>



I. STATE OF THE ENTERPRISE

CONTRACTUAL FACTOIDS

Original Contract Start Date	01 Feb 1994
Current Contract Start Date	01 Apr 2019
Number of renewals remaining	None
Current Contract End Date	31 Mar 2026
Contract Type	Sole Source

POLITICAL FACTOIDS

State or City/County URL:	www.nebraska.gov
Governor (Party)/Term:	Jim Pillen (R)
Population:	1.9 Million
Contract Oversight:	Nebraska State Records Board

KEY METRICS

Expense	\$ Cost	% Increase(Decrease)
NSRB Revenue	\$1,824,178	9%
Merchant and Data Processing	\$3,052,032	5%
General & Administrative	\$139,480	5%
IT Development	\$3,490,320	20%
Compliance	\$30,175	22%
Marketing and Advertising	\$139,125	2%
Operating Expenses	\$1,551,675	-40%
Total Expenses	\$8,402,807	3%



II. EXECUTIVE SUMMARY

Despite the resource degradation due to the unprecedented sunsetting of crucial development tools, our champion agencies are committed to ensuring the enterprise has the appropriate funding to support, maintain, and grow online government services in Nebraska. In addition, timelines are being moved up on State modernization projects, compounding the need for additional resources much earlier than anticipated.

In 2022, we provided the NSRB with short and long terms funding solutions to evaluate in choosing a future direction for the portal. Partner support is an important focus. As such, we have identified new positions, which, if funded, will assist with critical support functions and result in faster turnaround times. We must continue to invest time and effort into retaining our current valued staff, providing them with advancement opportunities here or in other divisions of Tyler. Increasing fees on records with commercially valuable data are essential to maintaining low transaction fees and continuing to subsidize online services for smaller agencies.

Work in 2022 involved significant technical infrastructure upgrades that are continuing into 2023 and may continue into early 2024. CentOS 8, Drupal, and Grails upgrades are all in progress, with individual projects each having an estimated date for completion. In the meantime, our growth will focus on expanding valuable platforms like PayPort and other NIC + Tyler-supported, low- code products. These platforms allow agencies to manage many operational functions, including payment processing, in an easy-to-use format.

I appreciate the State Records Board continued cooperation and partnership.



Brent A. Hoffman



III. ENTERPRISE MANAGEMENT

STATE OF THE BUSINESS UNIT

Despite the limitations on resource availability due to unprecedented sunsetting of key development tools, our champion agencies are committed to ensuring the enterprise has the appropriate funding to support, maintain, and grow online government services in Nebraska. Although, we have made progress, we have provided the NSRB with short and long terms solutions for evaluation and approval. We have several services among siloed agencies, although they tend to look inward for technical assistance.

Accounting Services

NIC Nebraska will continue to utilize the Customer Database (CDB) for all state billing, invoicing and reporting. No changes have been communicated which would affect these functions as a result of the Tyler Technology acquisition.

Online Payment Functions

Our Transaction Payment Engine (TPE) will continue to be the backbone of our online payments with Tyler. We do anticipate new features and improvements such as including Gov2Go mobile payments, enhancing the users experience. NIC Nebraska will continue to process through the State's Merchant Bank, Elavon.

Champions	-
OCIO - Office of the Chief Information Officer	
AOC - Administrative Office of the Courts	
NBC - Nebraska Brand Committee	
NSP - Nebraska State Patrol	
DMV - Department of Motor Vehicles	
AGO - Attorney General's Office	
STO - State Treasurer Office	

Silos	-
OCIO - Office of the Chief Information Officer	
DHHS - Department of Health and Human Services	
DAS - Department of Administrative Services	

Note: Silo Agencies are those that predominantly choose to develop within the agency or with the OCIO.



IV. ENTERPRISE THREATS & CHALLENGES

RISK FACTORS

State modernization projects

The state budget office has \$30M invested in a new Driver Licensing system. The DMV anticipates starting the project in 2024 after consulting and RFP conclusion in 2023 (two years ahead of the original timeframe). This project will consume two teams (10 staff) for four years.

Sunsetting Software and Operating Systems

Several key technologies will be sunseting over the next two years, which means the products will no longer receive official patch releases from the developer.

- Rebuild all 101 servers with upgraded OS in all three environments.
- Evaluate 40 online production applications for an upgrade.
- Standup enterprise web platform and migrate 63 websites.
- Dedicate one of two development teams to focus uninterrupted on upgrades that will impact new development requested by agencies.

Revenue Restriction Affect Ability to Meet Demand

Online services are becoming increasingly in demand by state, local, and county agencies. With our current revenue, NIC NE cannot rapidly expand our staff to meet these demands. As mentioned above, NIC NE will also need to assist in several upcoming State modernization projects and address legacy systems. NIC NE has submitted proposals to increase Commercially Valuable Records to scale our resources to meet demand.

SaaS Funding Model

Many online Tyler and corporately supported products are provided under a SaaS funding model. The current Master Contract does not allow for a SaaS funding model. This makes the implementation of some services more difficult.

Below is a list of Tyler's Portfolio and Products with known competitors in Nebraska.

Title	Product
Karpel Solutions (PbK)	Courts
Software Unlimited	Tyler Courts
PayIt	Payment Services
FAST Enterprises	Enterprise Licensing Platform



Title	Product
Kelly Solutions	Enterprise Licensing Platform
Dude Solutions	Enterprise Licensing Platform
iGov Solutions +	Enterprise Permitting & Licensing, State Regulatory
ACI Payments (formerly Official Payments)	Payment Services
PayGo	Payment Services
PaymentVision	Payment Services
Kubra	Payment Services
Civix (formerly PCC, GCR)	Case Management Development Platform, Data Platform, State Enterprise Portal
Deloitte	State Enterprise Portal
Thentia	Enterprise Permitting & Licensing
OCIO - Office of the Chief Information Officer	State Enterprise Portal
JUSTICE Works	Municipal Justice, Enterprise Justice
Aspira	Parks & Recreation, Outdoors



V. ENTERPRISE STAFFING PLAN

Management

- Brent Hoffman - General Manager
- Jay Sloan - Director of Marketing & Operations
- Bruce Rice - Director of Development

Succession

Name/Position	Position
Natalie Erb - Sr. Project Manager	Director of Operations & Marketing
Trevor Vargason - Project Manager / Product Owner	Director of Operations & Marketing
Benny Ng - Project Manager	Director of Operations & Marketing
Jay Sloan - Director of Marketing & Operations	General Manager
Brian Schmoll - Sr. Developer II	Director of Development
Aaron Steager - Sr. Developer	Director of Development

Planning

Name/Position	Plan
Natalie Erb - Sr. Project Manager	<i>Transition to a Sr. Product Owner. In this role, Natalie will utilize her years of experience to improve overall processes, and assist other product owners.</i>
Benny Ng - Project Manager	Benny will continue to grow his skills and understanding of our business. Benny can lead and grow our grant-funded division and gain valuable experience.
Brian Schmoll - Sr. Developer II	We will transition Brian in to a Dev/Ops position, responsible for managing maintenance priorities and inter-connected systems.



Name/Position	Plan
Open - Support Manager	This employee would be responsible for overseeing both the technical and account aspects of the support teams. This person would handle escalations and manage improvement to the partner support process.

Technical Skills

Employee	Security	Software	Systems	Programming	Testing
Natalie Erb - Sr. Project Manager	2	3	2	3	3
Disha Bhanushali - Quality Assurance Analyst	2	3	2	1	4
Sam Brunner - Developer	2	2	2	3	2
Trevor Vargason - Project Manager / Product Owner	3	3	1	2	3
Rick Wittstruck - Developer	2	4	3	4	3
Zane Klausung - Developer	1	2	2	2	2
Michael Romans - System Engineer III	5	5	5	4	5
Jeff Holcomb - Developer	2	4	2	4	3
Bryan Chavez - Developer	2	3	2	4	3
Joshua Bull - Developer	1	2	1	2	2
Noah Loos - Developer	3	3	2	3	4
Alex Story - Developer	2	3	2	3	2
Bruce Rice - Director of Development	4	4	3	4	2
Benny Ng - Project Manager	2	2	2	1	2
Jay Sloan - Director of Marketing & Operations	2	3	2	2	3
Fatima Alhussein - Developer	2	3	1	2	2
Curtis Mackie - Developer	5	4	3	5	3



Employee	Security	Software	Systems	Programming	Testing
Brian Schmoll - Sr. Developer II	3	3	2	4	3
David Clang - Sr. UI/UX Designer	2	2	2	3	4
Aaron Steager - Sr. Developer	3	4	3	4	2
Brent Hoffman - General Manager	4	4	3	2	2
Gabe Gozalo - Quality Assurance Analyst	2	3	2	2	3
Hank Zieg - Junior Systems Administrator	3	3	3	2	3
Joshua Sim - Developer	3	4	3	3	3
Anna Arushanova - Financial Admin	3	3	3	2	2
Tim Brehm - Customer Support	3	2	1	1	2
Freddy Pika - Business Development Manager	3	3	2	3	3
Natasha Vogel - Developer	3	4	3	3	2
Open - Support Manager					

General Skills

Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
Natalie Erb - Sr. Project Manager	2	4	4	4	3	4
Disha Bhanushali - Quality Assurance Analyst	1	2	1	2	1	2
Sam Brunner - Developer	2	2	1	2	2	3



Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
Trevor Vargason - Project Manager / Product Owner	3	4	3	4	1	2
Rick Wittstruck - Developer	2	2	4	4	1	3
Zane Klausung - Developer	3	1	1	1	1	3
Michael Romans - System Engineer III	4	5	1	5	5	4
Jeff Holcomb - Developer	1	2	1	1	2	3
Bryan Chavez - Developer	2	3	1	4	2	2
Joshua Bull - Developer	3	3	1	2	3	3
Noah Loos - Developer	2	3	1	3	1	4
Alex Story - Developer	1	1	1	1	1	1
Bruce Rice - Director of Development	4	4	3	2	1	3
Benny Ng - Project Manager	3	3	5	3	2	3
Jay Sloan - Director of Marketing & Operations	4	4	4	3	4	4



Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
Fatima Alhussein - Developer	1	1	1	3	1	3
Curtis Mackie - Developer	2	1	2	1	2	3
Brian Schmoll - Sr. Developer II	2	3	3	3	1	3
David Clang - Sr. UI/UX Designer	3	3	2	4	5	3
Aaron Steager - Sr. Developer	2	3	1	2	1	2
Brent Hoffman - General Manager	4	4	4	4	2	3
Gabe Gozalo - Quality Assurance Analyst	2	2	2	3	2	2
Hank Zieg - Junior Systems Administrator	1	2	1	3	1	3
Joshua Sim - Developer	1	1	1	2	1	2
Anna Arushanova - Financial Admin	3	4	3	4	3	4
Tim Brehm - Customer Support	3	1	2	5	1	3
Freddy Pika - Business	2	3	3	5	2	4



Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
Development Manager						
Natasha Vogel - Developer	1	2	1	2	1	4
Open - Support Manager						



VI. ENTERPRISE SECURITY

Security and data privacy expertise is a core competency and competitive advantage.

Because of the critical information, we work with in digital government, security is always a top priority. NIC ensures our security procedures follow best practices, including employee training, penetration testing, and recurring vulnerability scans. NIC and Tyler have partnerships with the Department of Homeland Security, Federal Bureau of Investigation, and other federal and state organizations allow NIC to proactively monitor and defend our systems. Our commitment to innovative digital government solutions hinges on our dedicated team keeping them all secure.

Overarching Security Policy and Security Standards

NIC has a central security policy that combines requirements from our local NIC teams, state partners, our parent company, and applicable regulatory requirements including Health Information Portability and Accountability Act (HIPAA), Payment Card Industry (PCI), and Criminal Justice Information Services (CJIS). The combination of requirements provides a structure to guide the development of solutions for our state partners. In Nebraska, NIC also follows the Information Security Policy established by the NITC. The combination of requirements provides a structure to guide the development of solutions for our state partners.

Centralized Security Team

Tyler provides a centralized security team dedicated to continuously reviewing and enhancing the security posture of our solutions. Tyler uses enterprise-level dynamic and static security scanning tools as a part of our software development life cycle. In addition to scanning tools, Tyler's Application Security team executes manual penetration testing assessments using a testing methodology based on the Open Web Application Security Project (OWASP) testing framework.

Tyler views incident response as a collaborative effort and will actively engage our state partners following an agreed to communication cadence. Tyler's centralized incident response team has expertise in forensics, incident response and reverse engineering malware. Should the need arise, this team stands ready to assist the local NIC teams in containing and mitigating threats.

Our centralized threat intelligence team is dedicated to identifying threat actors, campaigns or vulnerabilities that may impact our services developed in partnership with our state partners. This team constantly monitors both Open-Source intelligence sources as well as dark web sources for potential threats. Relevant threats are shared with the local NIC teams to assist them in preparing or responding to active campaigns.

And finally, our security efforts are validated by a third-party annual security audit focused on the NIST 800-53 set of security controls. The resulting annual report is available for partner review.

NIC Nebraska

In Nebraska, NIC provides a highly available hosting solution that is colocated in both the primary and failover NIC data centers. The centralized NIC security operations team oversees the security controls implemented within the datacenters providing a secure hosting environment for NIC Nebraska applications. All applications are architected with a 3-tier approach that separates the web tier from the



firewall-protected, limited access, data tier. NIC Nebraska provides online services to over half of all executive branch agencies, the Nebraska Secretary of State, the Nebraska Supreme Court, and over 400 local agencies.

Services provided by NIC Nebraska include:

- The Nebraska online driver services
- Online court electronic filing
- Online citation payments
- and over 100 other services for state agencies.

Security discussions occur early on and throughout any new application development to ensure data is collected, maintained, and stored securely throughout the lifetime of the application. Monitoring is in place on all servers, applications, and log repositories for a 360-degree view of the health of our systems. Security is of utmost importance at NIC Nebraska so that citizens are confident their personal and financial data is protected when completing an electronic transaction with the state of Nebraska.



VII. STRATEGIC INITIATIVES

ENTERPRISE STRATEGY

We have to build on the progress to increase revenues of commercially valuable records. These increases subsidize online services for smaller agencies and provide more development resources to agencies. This is a founding principle as it has allowed the implementation and maintenance of services that would not otherwise be possible. There is still much work to be done during the Legislative session and decisions to be made. We will need to develop a cloud-first plan and evaluate the costs associated with cloud hosting and the feasibility of each application within State statutes.

Priorities	Description
Increase DHR Fees	To work with the NSRB on passing Legislation to increase fees for records of commercially valuable data. Large bulk data is purchased primarily by large commercial data aggregators who repackage state records into commercial products, providing companies with services such as background checks, Auto Insurance, and Identity management.
Staff Advancement	In order to have an evolving portal, we must make investments in our employees and training. This will demonstrate our commitment to growth both internally and externally through expanding knowledge, software, and innovating ideas.



TECHNOLOGY STRATEGY

As we continue with technical infrastructure upgrades, the application rationalization initiative has provided our teams with an effective tool to work with agencies toward moving applications to a NIC Platform or cooperatively eliminating the service. As we look forward, government has to provide citizens and businesses with increased security that is frictionless with little to no interruption of application flow.

Initiatives	Description
Application Service Manager and Messaging system	Nebraska has two independent systems. One to manage application downtimes and another to manage messages display in applications for the end-user. The plan is to merge into two systems. In the process putting a user-friendly interface to allow any Nebraska Interactive employee to manage the services and message. We would also allow Agencies direct access to login and manage their own online services. This would remove the need for them to contact our customer support.
Centos OS	Centos is the core software we run our applications in, such as our web service, application engine, databases, FTP, monitoring, and core supporting libraries. This is a lengthy and resource-consuming process, requiring us to build new servers with a different Operating system. Once the system is completed, development teams must go through all applications to evaluate any library calls that have changed with the new system. Those programming changes will need to be made, tested on the new servers, and put into the production environment.
Drupal Site Migration	NIC's primary website platform Drupal will soon end all support to its current version Drupal 7. In order to maintain system function and security, NIC will transition to the new version Drupal 9.
Grails Framework Upgrades	Upgrade the core framework utilized by NIC Nebraska, Grails, to the latest version. This is required in order to meet NIC Polices and remain compliant. There are two goals to this. 1. Start all new application development in most current Grails framework to minimize any new technical debt. 2. Upgrade all the existing Grails applications.
Migration of Legacy services to CCP	Some NIC applications use legacy payment processing software such as NebPay. Our goal is to migrate all payment processing to our currently supported Common Check-Out Page (CCP) solution.



GROWTH STRATEGY

Our growth is driven by providing better government service through the use of technology, with the goal of increasing the number of online transactions. Tyler's investments in NIC platforms are bringing value and cost savings to state and local governments. Platforms are designed for the agency to facilitate design changes to their websites, to create dynamic forms, and to manage licensing and payment processing. The low-code/no-code solutions increase speed to market and reduce the overhead on local NIC development staff.

Published	Description
AccessGov	AccessGov is a self-service digital government platform that enables our partners to engage citizens through a collection of products designed specifically to bring the most common needs to market quickly.
AOC Over The Counter (OTC) Payments	A custom over the counter solution for courts to take payments (especially CC) easily and integrate into the courts database/receipting system, JUSTICE. This would be offered in all courts.
Corporate Monitoring	Corporate identity theft is a growing problem. Business monitoring services monitor a business's official state registration record and send notifications to the consumer whenever a change or new filing is submitted. These services allow business owners to have better insight and transparency into a business as well as the ability to take immediate action in the case of fraudulent or erroneous filings. This document will explore four real examples of business monitoring services implemented in NIC, Inc. portal states.
Data Certification Framework	NIC's Certification Framework Tool (CFT) was designed to be "Security Governance in a Box". There are four primary concepts that drive a healthy security posture. <ol style="list-style-type: none"> 1. You understand your security requirements 2. Are conducting security testing to look for vulnerabilities 3. Are remediating identified vulnerabilities



	<p>4. Know some facts about your environments</p> <p>The CFT was designed to capture and track these elements occurring across multiple tenants simultaneously.</p>
DHHS Vital Records	<p>Vital Records is a complete end-to-end online solution for the ordering, reviewing, and delivery of vital records. Customers can submit requests for birth, marriage, divorce, civil union, domestic partnership, and death certificates. Vital Records provides a document upload feature for supporting documentation. The solution offers customizable shipping options (USPS and UPS interfaces are available). The service accepts payment by credit card and eCheck. Vital Records integrates with CCP, TPE, and LexisNexis for identity verification.</p>
Enterprise Licensing Platform	<p>NIC offers an enterprise licensing and permitting solution with a unified front-end specifically designed for state, city and county governments. NIC's licensing solution allows people to conduct annual transactions quickly and efficiently, so they can get back to the "business" of their business.</p>
Tyler Enterprise Data Platform	<p>Socrata Connected Government Cloud (SCGC) is an integrated solution designed to put data at the center of every government initiative, policy, and decision. SCGC is powered by Socrata's FedRAMP certified Data platform.</p>



VIII. MARKETING PLAN

Now part of Tyler Technologies, NIC Nebraska has the strength and support of Tyler backing our solutions, significantly improving performance, accessibility, and transparency for governing agencies and the public. This increase in the size and scale of available resources also extends to marketing. The Tyler Technologies marketing department consists of more than 160 knowledgeable marketing professionals with expertise in graphic design, presentation development, campaign management, marketing automation, video production, content creation, corporate communications, branding, marketing operations, and more. In addition, NIC Nebraska has a dedicated state enterprise marketing team led by a regional marketing manager who works exclusively with NIC's state-based teams to provide strategic marketing consulting and centralized campaign management.

In 2023, the state enterprise marketing team will continue to leverage the strength of Tyler's national scale and local expertise to focus on driving outcomes for government and residents through marketing. Marketing efforts in 2023 will concentrate on driving transactions in current state enterprises for transaction-based services, building nurture campaigns that target decision-makers, marketing directly to citizens using paid advertising, and launching a multi-faceted internal and external brand awareness campaign.

Building on the momentum of 2022's centralized campaigns, the marketing team will also execute multiple centralized campaigns to generate leads and drive online transactions. The marketing team will collaborate with NIC Nebraska to feature partner success stories through blog articles, case studies, organic social media, and highlight services and products by creating thought leadership content and collateral. They will also create quarterly email newsletters featuring services and success stories and continue to work with agency partners to produce and distribute press releases following the launch of new online services.

A focus on recognizing outstanding collaborative achievements through award submissions will be paramount for the marketing team next year, as they will assist in copywriting, proofreading, and submitting to various awards competitions, including the Government Experience Awards. NIC Nebraska will continue to engage agency partners and prospects in person to promote existing services and identify additional opportunities through trade show participation in 2023. In addition, NIC Nebraska will continue to collaborate with the marketing team to capitalize on additional marketing opportunities such as speaking engagements, webinar participation, and other added value offered through our sponsorships with NACo, the Nebraska Brand Committee meeting, and the Cyber Security Conference.



General Manager's Report

October 1st - December 31st

Quarter 4 2022

Executive Summary

Our Partners and the Board know we were acquired in 2021 by Tyler Technologies. This is an exciting change, as Tyler is the premier government technology provider across the country. It allows us to offer new platforms to serve better the residents and businesses of Nebraska that were otherwise unavailable. Some marketing aspects have changed over the past few months, which are outside our control, such as the branding of products, email signatures, etc. Tyler Technologies has submitted appropriate paperwork with the secretary of state to operate Nebraska Interactive LLC as a DBA Tyler Nebraska.

There is a 45-day review period which will conclude at some point after this board meeting. Legal references will continue under our current DBA of NIC Nebraska until all appropriate approvals by the state are complete. After that approval is complete, we will begin externally referring to our entity as Tyler Technologies or Tyler Nebraska.

We have successfully migrated our first website, Arthur County, to Drupal 9. We have approximately 56 remaining to convert and are optimistic we can complete the migration by March 2024. Regarding the Grails upgrade, we continue to make progress with eight applications either upgraded or migrated to a new solution. As anticipated, we are learning more and more with each conversation, yet our resources cannot meet the demand for additional requests from partnering agencies. We are continuing ongoing discussion with the technical infrastructure subcommittee regarding subcontractor opportunities to expedite the upgrade process and make resources available for new development.

In November the State of Nebraska held its primary elections. As such, newly elected officials took office in January. Tyler Nebraska worked with the newly elected officials to update and revise their official websites. The Governor, Lt. Governor, Attorney General and Auditor of Public Accounts all had website updates to reflect the new administrations. This effort required over 150 hours to complete.

One of the benefits of being a part of Tyler Technologies is having access to an entire Cyber security suite of services. Introduced in the Legislature is LB 651, which focuses on ensuring the state and local vendors are protecting information that is not considered as being public. Should this bill pass, as a current state contractor, Tyler Technologies is uniquely positioned to provide most services contained in this Bill.

Brent Hoffman
General Manager
Tyler Nebraska

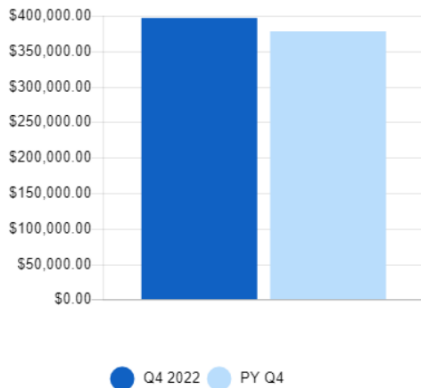
Financials

2022 GM Financials Report

Primary	Q4 2022	PY Q4	Q4% Variance	Full Year 2022	Full Year 2021	Full Year Variance (%)
NI Revenue	\$2,905,449.00	\$2,626,274.00	10%	\$11,897,323.00	\$10,947,660.00	8%
20% NSRB Margin Share	\$397,075.00	\$377,407.00	5%	\$1,663,251.00	\$1,591,877.00	4%
Gross Margin	\$2,508,374.00	\$2,248,867.00	10%	\$10,234,072.00	\$9,355,783.00	9%
Merchant and Payment Processing	\$700,603.00	\$623,214.00	11%	\$2,902,804.00	\$2,529,495.00	13%
General and Administrative Costs	\$37,569.00	\$34,983.00	7%	\$132,033.00	\$129,184.00	2%
IT and Development	\$725,336.00	\$596,692.00	18%	\$2,787,654.00	\$2,467,813.00	11%
Compliance	\$7,037.00	\$5,948.00	15%	\$23,611.00	\$32,146.00	-36%
Marketing and Advertising	\$37,013.00	\$36,273.00	2%	\$136,638.00	\$131,151.00	4%
Operating expenses	\$558,676.00	\$555,968.00	0%	\$2,174,847.00	\$2,274,899.00	-5%
Total Expenses	\$2,066,232.00	\$1,853,078.00	10%	\$8,157,587.00	\$7,564,688.00	7%
Operating Income	\$442,142.00	\$395,790.00	10%	\$2,076,485.00	\$1,791,094.00	14%
Total Income Tax Expense (Benefit)	\$145,197.00	\$3,569.00	3,968%	\$551,833.00	\$382,672.00	44%
Net After-Tax Income (Loss)	\$296,944.00	\$392,221.00	-24%	\$1,524,652.00	\$1,408,432.00	8%

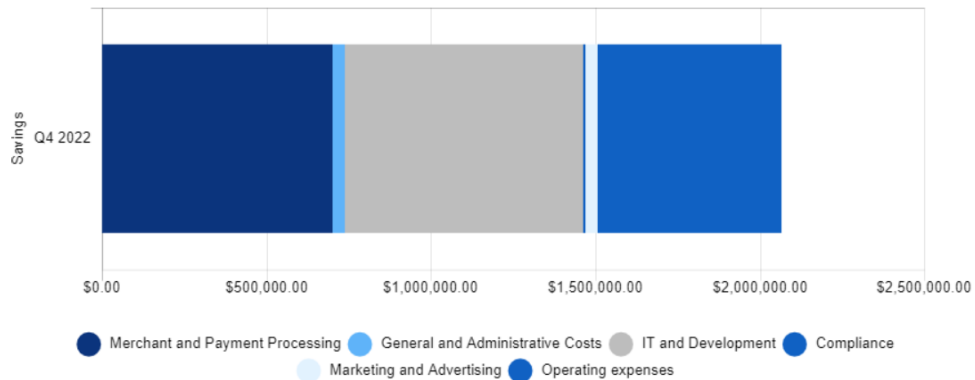


Cash Back to the State Records Board Fund



The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q4 2022, NSRB's revenue share increased 5% compared to Q4 2021 and has increased 4.48% YOY.

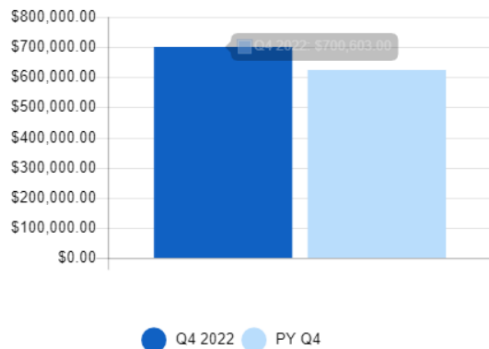
State Cost Avoidance



The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was \$2,064,234 in Q4 of 2022. These various costs increased 11.5% in Q4 of 2022 compared to the same period in 2021. IT & Development expenses led the way with an increase of 18% in Q4 compared to the previous year. These various costs increased by 7.8% in 2022 compared to 2021.

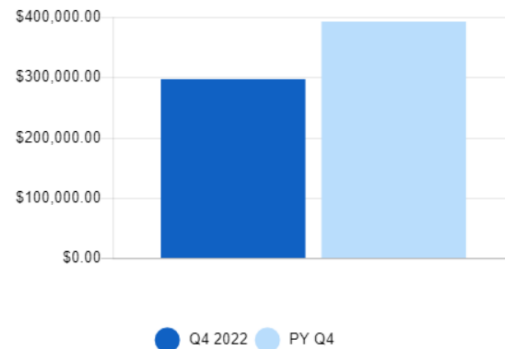


Merchant Fees Paid by Tyler on behalf of the State



Tyler Nebraska pays the merchant and banking cost for all board-approved transaction fees. These costs affect the operating income of the portal. Merchant fees increased 11% in Q4 2022 compared to Q4 2021. This trend was visible throughout 2022, with an annual increase of 13%.

Tyler NE Net Profit

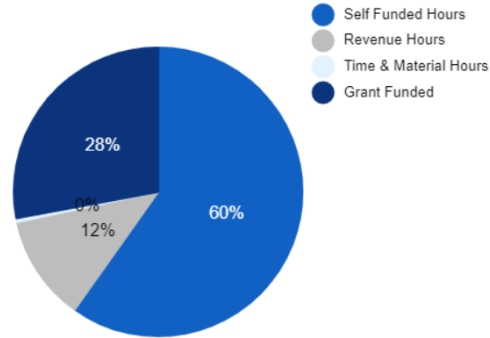


Tyler Nebraska's net profit decreased by -24% in Q4 2022 compared to Q4 2021. A significant tax reduction drives the decrease after 2021 tax audits were completed. Net profit increased by 8% in 2022 compared to 2021. A nearly million-dollar increase in revenue caused this.

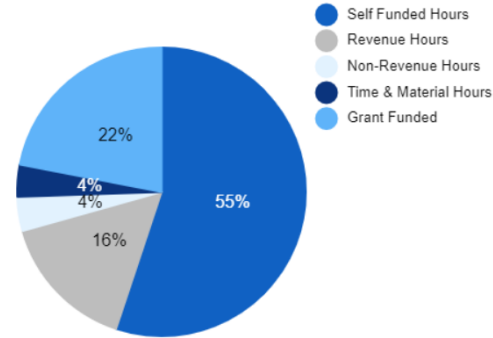


Time and Hours Review

Q4 Time Spent by Project Funding



Full-Year 2022 Time Spent by Project Funding



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

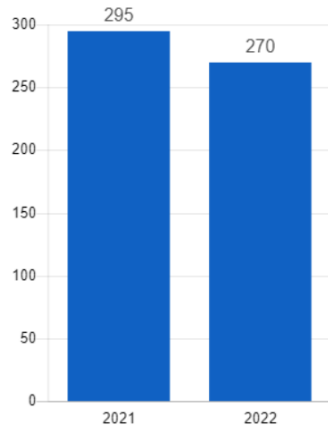
Grant-funded hours are non-tax appropriated funds acquired through the NCHIP/NARIP grant in conjunction with the Nebraska State Patrol.

Hours allocated for technical infrastructure upgrades are allocated as "self-funded" hours. In Q4 of 2022, 88% of the hours worked came at no cost to state agencies or local partners.

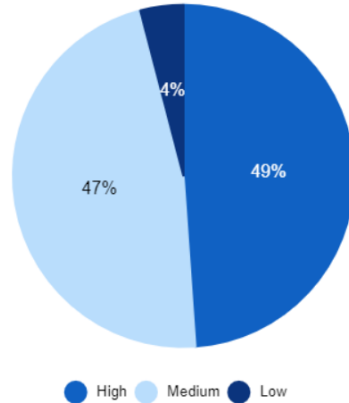
*Some T&M hours will not be billed to the state if worked over and beyond the SOW agreement.

Technical

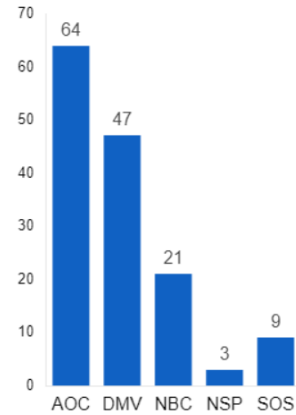
Q4 Support Tickets Completed



Q4 Tickets by Priority



Q4 Major Agency Tickets



Network Uptime Report

Uptime (%)

4th Quarter	99.99%
Full Year 2022	99.98%

Downtime Reports


4th Quarter	1
Full Year 2022	14

Downtime (mins)

4th Quarter	1
Full Year 2022	107

Response time (ms)

4th Quarter	218.33
Full Year 2022	230



Technical Infrastructure Project

The technical infrastructure effort continued through Q4 and into 2023. All teams are working towards completing upgrades in Q4 of 2022. Through Q4 of 2022, Tyler Nebraska allocated nearly 1,500 hours towards achieving Grails Upgrades. In 2022, Tyler Nebraska spent 4,511 hours completing upgrades.

As of February 2023- Tyler has upgraded or migrated eight applications. Three additional applications have been handed over for partner testing. This latest round of applications included some of the most significant applications we have done so far. The Nebraska Brand Committee - Inspection Database has been sent for partner testing. This application alone included approximately 1,300 hours. Going into 2023, our teams have begun work on three more applications.

We continue to evaluate and rationalize upgrades to remaining Grails applications. Tyler Nebraska has reviewed several applications that may be candidates for migration to other enterprise applications, such as AppEngine (AE) and Enterprise Licensing Platform (ELP). We continue working through possible solutions to avoid interruption in online services.

We urge the board to consider financially supporting the Grails upgrade effort. At our current pace, we expect our resource degradation to extend through 2023 and into 2024. At the direction of the NSRB, Tyler Nebraska is committed to continuing Grails upgrades. It is evident that partners have important online service needs that can't be accommodated while our teams focus on infrastructure upgrades. Supporting a Grails subcontractor will free up resources and allow us to serve the needs of our state partners.

In December, Tyler paused website migrations as we focused on updating websites for newly elected officials. With that initiative behind us, our website team has resumed migrating websites to the newest version of the Drupal platform. In February, we will migrate our first website to the current version of Drupal. This significant milestone will give us a clearer picture of the overall migration timeline. We are also working to create automated scripts to expedite our migration efforts.

Security

Security Summary

As we look ahead to 2023, Security remains the top priority for Tyler Technologies. Threat actors continue to adapt to the latest technologies, practices, and even data privacy laws—and it's up to organizations to stay one step ahead by implementing strong cybersecurity measures and programs. Here's a look at how cybercrime will evolve in 2023.

Increase in digital supply chain attacks

With the rapid modernization and digitization of supply chains come new security risks. Gartner predicts that by 2025, 45% of organizations worldwide will have experienced attacks on their software supply chains—a three-fold increase from 2021.

Mobile-specific cyber threats are on-the-rise

It should come as no surprise that with the increased use of smartphones in the workplace, mobile devices are becoming a more significant target for cyber-attack. Cybercrimes involving mobile devices have increased by 22% in the last year, according to the Verizon Mobile Security Index (MSI) 2022, with no signs of slowing down before the new year.

Double down on cloud security

As more companies opt for cloud-based activities, cloud security—any technology, policy, or service that protects information stored in the cloud—should be a top priority in 2023 and beyond. Cyber criminals become more sophisticated and evolve their tactics as technologies evolve, which means cloud security is essential as you rely on it more frequently in your organization.

Ransomware-as-a-Service is here to stay

Ransomware attacks continue to increase at an alarming rate. Data from Verizon discovered a 13% increase in ransomware breaches year-over-year. Ransomware attacks have also become increasingly targeted — sectors such as healthcare, food, and agriculture are just the latest industries to be victims, according to the FBI.

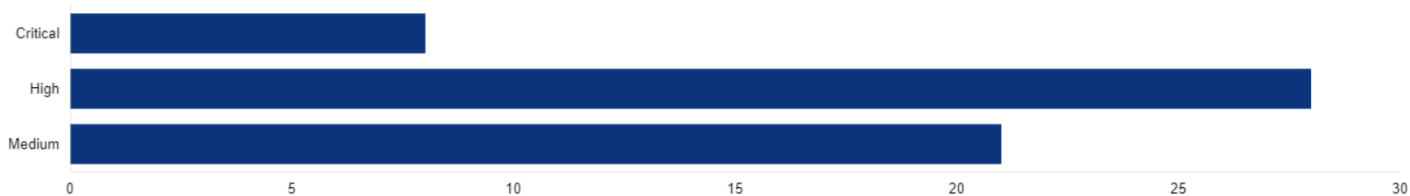
Data privacy laws are getting stricter—get ready

We can't talk about cybersecurity in 2023 without mentioning data privacy laws. With new data privacy laws set to effect in several states over the next year, now is the time to assess your current procedures and systems to ensure they comply. These new state-specific laws are just the beginning; companies should review their compliance as more states will likely develop new privacy laws in the coming years.

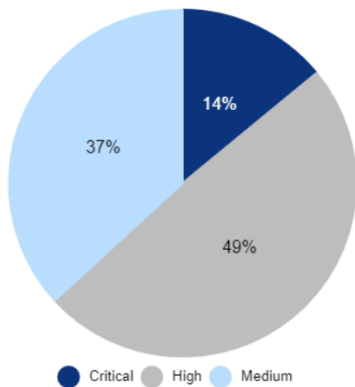
SOURCE: "Cybercrime (and Security) Predictions for 2023", The Hacker News, 19 December 2022, <https://thehackernews.com/2022/12/cybercrime-and-security-predictions-for.html>



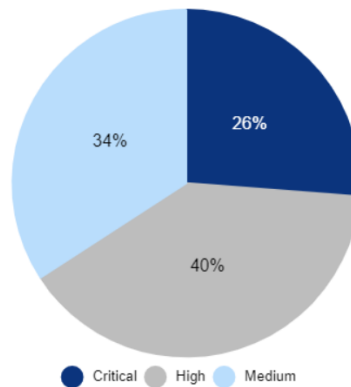
Q4 Security Alerts



Q4 Security Alerts



Full Year 2022 Security Alerts

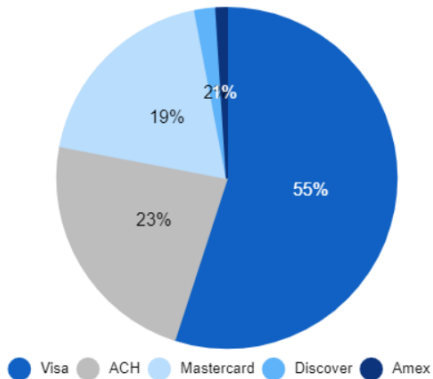


Annual Contract Compliance

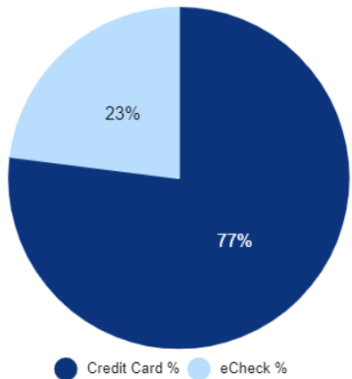
- First Quarter
**Commercially Audited
Company Financials**
- Second Quarter
**PCI Attestation of
Compliance**
- Fourth Quarter
Business Plan
- Fourth Quarter
**Security Compliance
Assessment Completed**

Transactions Summary

Q4 Transaction Totals by Payment Type



Q4 Transaction Volume by Payment Category



Management Report

Customer Satisfaction Ratings

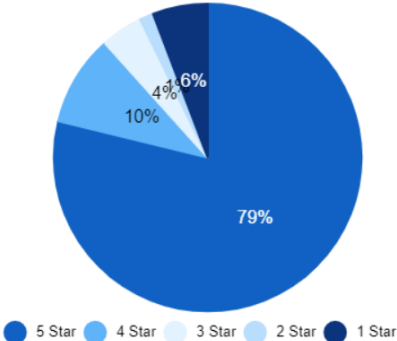
Customer Satisfaction Ratings

Tyler Nebraska has initiated customer service ratings in several public-facing applications. After completing an application, the public user is prompted to rate the application on a five-star scale. The data is tracked by overall performance, agency, or individual service. In Q4, Tyler Nebraska collected 56,710 responses from constituents.

Tyler NE applications had an overall 4.54 average star rating in the fourth quarter. In Q4 2022, 79% of respondents gave Tyler NE applications a five-star rating. Twelve services saw an increase or no change in customer satisfaction compared to Q3 2022. Six services decreased in overall satisfaction rating. Among the most significant increases was: sos-corpimg2 (+.60).

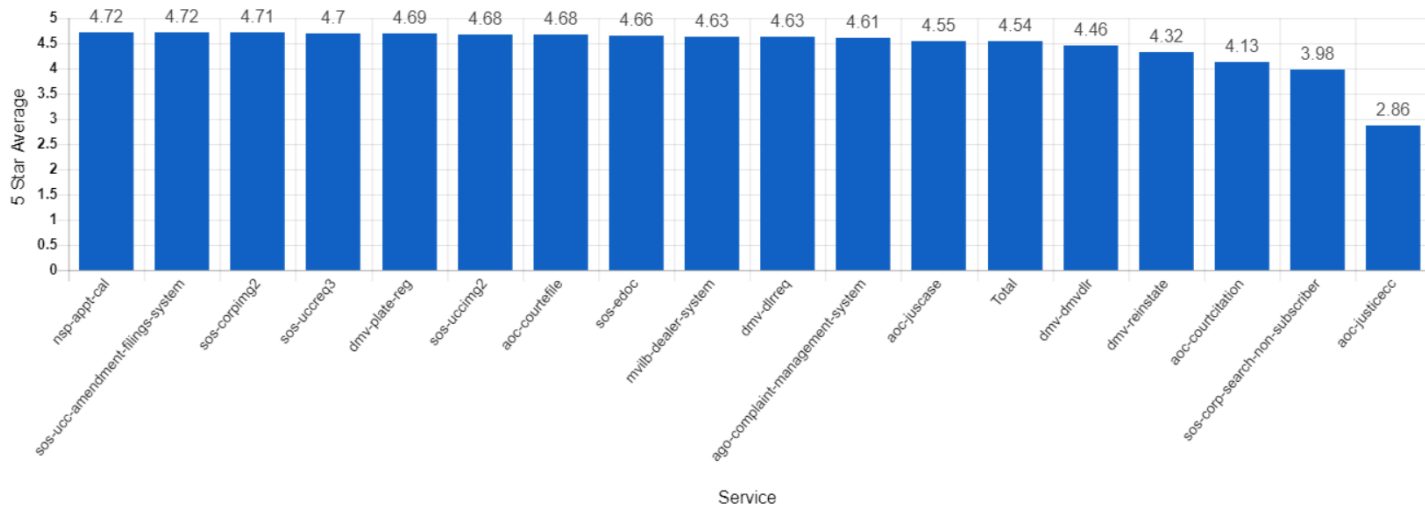
Tyler NE will continue to add customer satisfaction functionality to all public-facing applications. Tyler NE currently tracks satisfaction with some of the most extensive public-facing online services.

Overall Satisfaction Rating Q4





Customer Satisfaction 4th Quarter



Personnel Report

Tyler Nebraska Staff Totals

Total Positions: 29

Total Filled Positions: 28

Open Positions: 1

Departures in 4th QTR: 0

In Q4 2022, Tyler Nebraska had no changes to our staffing position. Tyler NE had no departures or new hires.

Enterprise Management

Nebraska Department of Motor Vehicles (DMV) recognized at AAMVA

Tyler Nebraska built a custom application for the Nebraska Department of Motor Vehicles that tracks driver's licenses' production and mailing status and state ID cards. The service allows customers who have ordered a new license or state ID card to track their card while it is in transit. After applying for a new document, customers can see it online when it has been printed and mailed. Tyler-NE was informed that the service was nominated for an award through the American Association of Motor Vehicle Administrators (AAMVA). NE DMV director Rhonda Lahm accepted the award in November at the Region 3 conference in Columbus, Ohio.

Tyler Nebraska Participates as Sponsor for Center of Operational Excellence Summit

In December, Tyler Nebraska participated as a summit sponsor for Lincoln's 2nd annual Center of Operational Excellence (COE) summit. Tyler Nebraska is a strong supporter of the COE and is the only private entity to participate in the COE alongside employees from the State of Nebraska. At the event, Tyler-NE had to opportunity to address attendees and speak about our ability to improve online government across the state. This is the second year that Tyler Nebraska has served as a summit sponsor.

Tyler Nebraska Collaborates with JUSTICE and Clerk of the Supreme Court at Nebraska Bar Conference

Tyler NE attended the 2022 Nebraska Bar Association Annual Conference in Omaha. This year, Tyler NE operated a collaborative booth with members from the JUSTICE team and the Clerk of the Supreme Court. The objective of the joint booth was to field questions relating to the Court e-filing system from the primary users. This was an excellent opportunity to educate users and gather important feedback.

Tyler Nebraska Completes Updates of Elected Officials' Website

With the conclusion of the 2022 general election, the State of Nebraska welcomed several newly elected officials. This required a website update to reflect the newly elected officials. Starting in December, Tyler NE began working on migrating websites for the Governor, Lt. Governor, Auditor, and Attorney General. Tyler NE completed the work in a very expedited timeline, and the new websites were available soon after the elected officials were sworn in.

quarterly gm report

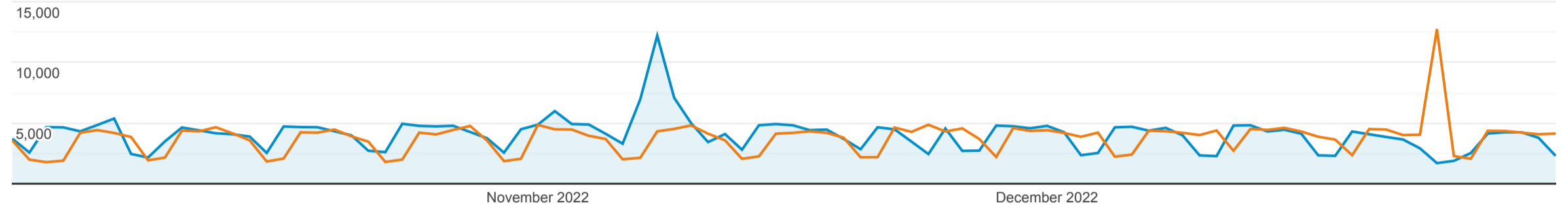
All Users +0.00% Users

Oct 1, 2022 - Dec 31, 2022
Compare to: Jul 1, 2022 - Sep 30, 2022

Explorer

Summary

Oct 1, 2022 - Dec 31, 2022: Sessions
Jul 1, 2022 - Sep 30, 2022: Sessions




Device Category	Acquisition			Behavior			Conversions		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	13.04% ↑ 276,303 vs 244,437	14.00% ↑ 261,873 vs 229,717	8.22% ↑ 372,116 vs 343,849	1.86% ↑ 70.12% vs 68.84%	2.74% ↓ 1.62 vs 1.67	7.59% ↓ 00:01:05 vs 00:01:10	0.00% 0.00% vs 0.00%	0.00% 0 vs 0	0.00% \$0.00 vs \$0.00
1. mobile									
Oct 1, 2022 - Dec 31, 2022	139,933 (50.58%)	136,501 (52.12%)	178,662 (48.01%)	72.83%	1.53	00:00:42	0.00%	0 (0.00%)	\$0.00 (0.00%)
Jul 1, 2022 - Sep 30, 2022	107,909 (44.09%)	103,832 (45.20%)	142,875 (41.55%)	71.22%	1.60	00:00:48	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	29.68%	31.46%	25.05%	2.27%	-4.53%	-11.91%	0.00%	0.00%	0.00%
2. desktop									
Oct 1, 2022 - Dec 31, 2022	134,181 (48.50%)	122,994 (46.97%)	188,025 (50.53%)	67.77%	1.71	00:01:19	0.00%	0 (0.00%)	\$0.00 (0.00%)
Jul 1, 2022 - Sep 30, 2022	134,453 (54.94%)	123,728 (53.86%)	196,127 (57.04%)	67.29%	1.71	00:01:22	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-0.20%	-0.59%	-4.13%	0.71%	-0.25%	-3.29%	0.00%	0.00%	0.00%
3. tablet									
Oct 1, 2022 - Dec 31, 2022	2,543 (0.92%)	2,378 (0.91%)	5,429 (1.46%)	62.39%	1.95	00:05:21	0.00%	0 (0.00%)	\$0.00 (0.00%)
Jul 1, 2022 - Sep 30, 2022	2,375 (0.97%)	2,157 (0.94%)	4,847 (1.41%)	61.52%	2.07	00:04:23	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	7.07%	10.25%	12.01%	1.41%	-6.12%	22.14%	0.00%	0.00%	0.00%

Rows 1 - 3 of 3

**Payment Statement
November 30, 2022**

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: October 1st - October 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 (21%)	NII Share (80%)
DMV- DLR - Batch	15,948	\$7.50	\$119,610.00	\$103,662.00	\$15,948.00	\$3,189.60	\$12,758.40
DMV- DLR - Monitoring Fee	1,292,643	\$0.06	\$77,558.58	\$51,705.72	\$25,852.86	\$5,170.57	\$20,682.29
DMV- DLR - Interactive	67,085	\$7.50	\$503,137.50	\$436,052.50	\$67,085.00	\$13,417.00	\$53,668.00
DMV- DLR - Certified	8	\$7.50	\$60.00	\$52.00	\$8.00	\$1.60	\$6.40
DMV- DLR - Certified Transcript	93	\$8.50	\$790.50	\$697.50	\$93.00	\$18.60	\$74.40
DMV-SRIND	322	\$0.50	\$161.00	\$0.00	\$161.00	\$32.20	\$128.80
DMV-SRBULK	4,343	\$0.15	\$651.45	\$0.00	\$651.45	\$130.29	\$521.16
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,421	\$7.50	\$10,732.50	\$9,301.50	\$1,431.00	\$286.20	\$1,144.80
DMV - Driver License Renew	16,824	Variable	\$468,371.25	\$445,815.00	\$22,556.25	\$4,511.25	\$18,045.00
DMVOTC	6,910	Variable	\$177,694.75	\$168,155.00	\$9,539.75	\$1,907.95	\$7,631.80
DMVOTC_CASH	19,795	Variable	\$484,001.00	\$484,001.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,382	\$1.00	\$18,382.00	\$7,352.80	\$11,029.20	\$2,205.84	\$8,823.36
DMV- TLR - batch	20,581	\$1.00	\$20,581.00	\$8,232.40	\$12,348.60	\$2,469.72	\$9,878.88
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	11	\$18.00	\$198.00	\$110.00	\$88.00	\$17.60	\$70.40
DMV - Reinstatement	1,620	\$3.00	\$124,585.00	\$119,725.00	\$4,860.00	\$972.00	\$3,888.00
DMV - IRP	511	Variable	\$2,573,736.69	\$2,568,371.09	\$5,365.60	\$1,073.12	\$4,292.48
DMV - IFTA	2,017	Variable	\$642,332.29	\$637,426.69	\$4,905.60	\$981.12	\$3,924.48
DMVSPLATE	421	Variable	\$6,358.00	\$5,095.00	\$1,263.00	\$252.60	\$1,010.40
DMVSPLATEMESS	760	Variable	\$39,640.00	\$37,360.00	\$2,280.00	\$456.00	\$1,824.00
DMV - SingleTripPermit	818	Variable	\$34,425.00	\$31,615.00	\$2,810.00	\$562.00	\$2,248.00
DMV - Motor Vehicle Renewals	40,802	Variable	\$9,319,700.86	\$9,093,928.97	\$225,771.89	\$45,154.38	\$180,617.51
DMV_Fleets	39	Variable	\$106,952.73	\$106,420.78	\$531.95	\$106.39	\$425.56
DMV_DAS	818	Variable	\$67,781.00	\$55,706.00	\$12,075.00	\$2,415.00	\$9,660.00
HHSS - Health Practitioner Lists	89	Variable	\$7,125.00	\$0.00	\$7,125.00	\$1,425.00	\$5,700.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,570.00	\$0.00	\$2,570.00	\$514.00	\$2,056.00
HHSS - Health License Monitoring	150,463	Variable	\$1,504.63	\$0.00	\$1,504.63	\$300.93	\$1,203.70
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$111.01	\$0.00	\$111.01	\$22.20	\$88.81
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	555	\$1.00	\$40,573.93	\$39,040.00	\$1,533.93	\$306.79	\$1,227.14
LCC Local Renewals	352	Variable	\$317,443.18	\$313,798.77	\$3,644.41	\$728.88	\$2,915.53
LOCLCCNEW		Variable 0	0		\$0.00	\$0.00	\$0.00
LCC_Orders	5	Variable	\$177.64	\$166.86	\$10.78	\$2.16	\$8.62
LCC_SDL	101	Variable	\$4,608.94	\$4,360.00	\$248.94	\$49.79	\$199.15
SED - Electrical Permits	890	4% of Fee	\$103,883.51	\$100,005.00	\$3,878.51	\$775.70	\$3,102.81
SED - Electrician License Renewal	2,030	2% of Fee	\$213,904.00	\$207,910.00	\$5,994.00	\$1,198.80	\$4,795.20
SED - Electrician Apprentice License	141	3.00	\$3,243.00	\$2,820.00	\$423.00	\$84.60	\$338.40
SED - License List	7	Variable	\$165.00	\$130.00	\$35.00	\$7.00	\$28.00
SEDEXAM3 - Exam Application (\$3 fee)	71	3.00	\$4,479.00	\$4,260.00	\$219.00	\$43.80	\$175.20
SEDEXAM5 - Exam Application (\$5 fee)	15	5.00	\$1,950.00	\$1,875.00	\$75.00	\$15.00	\$60.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,866	\$2/vari:	\$200,750.45	\$193,825.00	\$6,925.45	\$1,385.09	\$5,540.36
SOS - Corp filings (Foreign/Domestic Corporatic	0	Variable 0	0		\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,758	Variabl	\$8,573.70	\$4,898.32	\$3,675.38	\$735.08	\$2,940.30
SOS - CollectionRenew	0	Variabl 0	0		\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00

SOS - Corporate Special Request(TPE)	41	Variable	\$660.00	\$330.00	\$330.00	\$66.00	\$264.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	14	\$300.00	\$4,200.00	\$2,100.00	\$2,100.00	\$420.00	\$1,680.00
SOS - Corp_OCOGS	671	\$6.50	\$4,361.50	\$1,677.50	\$2,684.00	\$536.80	\$2,147.20
SOS - Corpcogs	3	\$10.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,850	\$0.45	\$1,732.50	\$1,232.00	\$500.50	\$100.10	\$400.40
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	19	\$300.00	\$5,700.00	\$2,850.00	\$2,850.00	\$570.00	\$2,280.00
SOS - UCC Interactive Searches	5,223	\$4.50	\$23,503.50	\$18,280.50	\$5,223.00	\$1,044.60	\$4,178.40
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	296	Variable	\$592.00	\$296.00	\$296.00	\$59.20	\$236.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	1	\$15.00	\$15.00	\$7.50	\$7.50	\$1.50	\$6.00
SOS - UCC Continuation Filings	1,185	\$11.00	\$13,035.00	\$11,257.50	\$1,777.50	\$355.50	\$1,422.00
SOS - UCC Original Filings	1,282	\$11.00	\$14,102.00	\$12,179.00	\$1,923.00	\$384.60	\$1,538.40
SOS - UCC Electronic Amendments	327	\$11.00	\$3,597.00	\$3,106.50	\$490.50	\$98.10	\$392.40
SOS - UCC Electronic Assignments	3	\$11.00	\$33.00	\$28.50	\$4.50	\$0.90	\$3.60
SOS - UCC Electronic Collateral Amendments	54	\$11.00	\$594.00	\$513.00	\$81.00	\$16.20	\$64.80
SOS - UCC Images	9,057	\$0.45	\$4,075.65	\$2,898.24	\$1,177.41	\$235.48	\$941.93
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	41	Variable	\$451.00	\$389.50	\$61.50	\$12.30	\$49.20
SOS - UCCASSIGN_BULK	12	Variable	\$132.00	\$114.00	\$18.00	\$3.60	\$14.40
SOS - UCCCOLLAMEND	13	Variable	\$143.00	\$123.50	\$19.50	\$3.90	\$15.60
SOS - UCCCONT_BULK	293	Variable	\$3,223.00	\$2,783.50	\$439.50	\$87.90	\$351.60
SOS - UCCORIG_BULK	836	Variable	\$9,196.00	\$7,942.00	\$1,254.00	\$250.80	\$1,003.20
SOS - EFS Interactive Searches	1,061	\$4.50	\$4,774.50	\$3,713.50	\$1,061.00	\$212.20	\$848.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	353	\$11.00	\$3,883.00	\$3,353.50	\$529.50	\$105.90	\$423.60
SOS - EFS Original Filings	110	\$11.00	\$1,210.00	\$1,045.00	\$165.00	\$33.00	\$132.00
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	34	5.00	\$850.00	\$680.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	34	Variable	\$850.00	\$680.00	\$170.00	\$34.00	\$136.00
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	1,228	5% of Fee	\$96,700.00	\$96,700.00	\$4,835.00	\$967.00	\$3,868.00
E&A - Engineers & Architects	63	5% of Fee	\$9,450.00	\$9,450.00	\$472.50	\$94.50	\$378.00
Water Well Registrations	208	5% of Fee	\$16,310.00	\$15,168.30	\$1,141.70	\$228.34	\$913.36
REV - Motor Fuels Tax Filing	602	\$0.25	\$150.50	\$0.00	\$150.50	\$30.10	\$120.40
NDOA - Applicator permits	28	Variable	\$2,195.00	\$2,116.00	\$79.00	\$15.80	\$63.20
NDOA - AGAERIAL_LICENSE	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	92	Variable	\$18,393.49	\$17,925.35	\$468.14	\$93.63	\$374.51
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	196	Variable	\$1,280,471.75	\$1,279,747.97	\$723.78	\$144.76	\$579.02
NDOA - AGSMALL_PACKAGE	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	4	Variable	\$61.01	\$52.70	\$8.31	\$1.66	\$6.65
NDOA - AGFIRM_REGISTRATION	5	Variable	\$76.48	\$66.25	\$10.23	\$2.05	\$8.18
NDOA - AGGFAL_Renew	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - DAIRY/EGG/TURKEY	5	Variable	\$24,362.74	\$24,338.51	\$24.23	\$4.85	\$19.38
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	85	Variable	\$23,582.07	\$23,043.16	\$538.91	\$107.78	\$431.13
NDOA - AGMILK_RENEW	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	34	Variable	\$5,539.50	\$5,380.50	\$159.00	\$31.80	\$127.20
NDOA - AG_CervineFacility Permit	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	32	Variable	\$50,326.54	\$50,268.79	\$57.75	\$11.55	\$46.20
NDOA - AGNURSERY_RENEW	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	11	Variable	\$1,002.39	\$975.00	\$27.39	\$5.48	\$21.91
NDOA - AGPERMIT_SELLSEEDS	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pet Feed Rendering	0	Variable 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NDOA - Pesticide License Renewals	1	Variable	\$2,131.79	\$2,078.25	\$53.54	\$10.71	\$42.83
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$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	0	Variable	\$133.15	\$125.00	\$8.15	\$1.63	\$6.52
SFM_BOILER	70	Variable	\$7,611.00	\$7,611.00	\$210.00	\$42.00	\$168.00
SFM_ELEVATOR	143	Variable	\$31,361.88	\$31,361.88	\$429.00	\$85.80	\$343.20
SFM_ELEVATOR_CC%	100	Variable	\$24,556.88	\$24,556.88	\$736.71	\$147.34	\$589.37
OTC-Over the counter payment	18,217	Variable	\$4,619,411.26	\$4,565,694.25	\$53,717.01	\$10,743.40	\$42,973.61
OTC Billback	325	Variable	\$2,613.13	\$0.00	\$2,613.13	\$522.63	\$2,090.50
PropertyTax Payments	536	Variable	\$1,333,156.27	\$1,326,169.00	\$6,987.27	\$1,397.45	\$5,589.82
PropertyTaxOTC	33	Variable	\$57,427.32	\$56,878.81	\$548.51	\$109.70	\$438.81
NDOL - Contractor Registration	1,286	Variable	\$39,104.50	\$35,230.00	\$3,874.50	\$774.90	\$3,099.60
NDOL_OVR_PMT	67	Variable	\$8,674.64	\$8,499.32	\$175.32	\$35.06	\$140.26
NDOL_TAX_PMT	138	Variable	\$17,434.91	\$16,525.12	\$909.79	\$181.96	\$727.83
NEROADS - DOT_Permits	10,222	Variable	\$261,405.25	\$243,515.00	\$17,890.25	\$3,578.05	\$14,312.20
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	38	Variable	\$6,165.74	\$5,878.39	\$287.35	\$57.47	\$229.88
NEROADS- NDOTSPD	2	Variable	\$106.00	\$100.00	\$6.00	\$1.20	\$4.80
NEROADS - NDOTPERMITS	10	Variable	\$207.50	\$191.80	\$15.70	\$3.14	\$12.56
State Patrol Crime Report	1,144	\$18.00	\$22,707.50	\$18,312.50	\$4,395.00	\$879.00	\$3,516.00
NSPCCW_Renew - NSP Conceal & Carry	802	\$4.50	\$43,654.50	\$40,050.00	\$3,604.50	\$720.90	\$2,883.60
NSPApptFee	878	\$4.50	\$49,803.21	\$47,010.25	\$2,792.96	\$558.59	\$2,234.37
State Patrol Crime Report - Subscriber	1,817	Variable	\$27,671.50	\$23,208.40	\$4,463.10	\$892.62	\$3,570.48
Event Registration	127	10% of Fee	\$3,008.00	\$2,710.00	\$298.00	\$59.60	\$238.40
Sarpy_Stop	167	Variable	\$21,375.00	\$20,855.66	\$519.34	\$103.87	\$415.47
Medicaid & Long Term Care	1	\$1.75	\$45.00	\$45.00	\$1.75	\$0.35	\$1.40
LPNNRD_Trees_Sale	3	Variable	\$280.70	\$268.75	\$11.95	\$2.39	\$9.56
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	0	0	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	16	Variable	\$885.10	\$841.58	\$43.52	\$8.70	\$34.82
order_form_UBBNRD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	10	Variable	\$426.50	\$400.00	\$26.50	\$5.30	\$21.20
Utility_payment	1,863	Variable	\$353,611.99	\$346,016.97	\$7,595.02	\$1,519.00	\$6,076.02
SarpyCommunityCorrections	11	Variable	\$1,104.18	\$1,058.55	\$45.63	\$9.13	\$36.50
SARPY_VEHINSP	38	Variable	\$2,052.10	\$1,937.25	\$114.85	\$22.97	\$91.88
OTLPAYMENT	46	Variable	\$99,783.06	\$99,591.07	\$191.99	\$38.40	\$153.59
59PlanningDept	71	Variable	\$20,976.36	\$20,345.51	\$630.85	\$126.17	\$504.68
gretna_occ_tax	25	Variable	\$53,046.27	\$52,971.27	\$75.00	\$15.00	\$60.00
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	9	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Land_Surveyor	2	Variable	\$85.50	\$80.00	\$5.50	\$1.10	\$4.40
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
ded_programs_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	3	Variable	\$1,230.00	\$1,200.00	\$30.00	\$6.00	\$24.00
DOI_MISC_PAY	24	Variable	\$2,858.15	\$2,705.00	\$153.15	\$30.63	\$122.52
DOIRENEW	9	Variable	\$951.00	\$900.00	\$51.00	\$10.20	\$40.80
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	217,263	Variable	\$13,035.78	\$0.00	\$13,035.78	\$2,607.16	\$10,428.62
NBC_Inspections	517	Variable	\$61,121.43	\$61,121.43	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	105,985	Variable	\$6,359.10	\$0.00	\$6,359.10	\$1,271.82	\$5,087.28
NBC_NISaleBarn	101	Variable	\$149,632.30	\$149,632.30	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	176,038	Variable	\$10,562.28	\$0.00	\$10,562.28	\$2,112.46	\$8,449.82
NBC_RFLRenewal	5	Variable	\$77,350.00	\$77,350.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	99	Variable	\$42,882.50	\$42,882.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	50,450	Variable	\$3,027.00	\$0.00	\$3,027.00	\$605.40	\$2,421.60
NBC_BrandRene	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOGRENEW	92	\$3.25	\$299.00	\$0.00	\$299.00	\$59.80	\$239.20
dhscentregDH	1,248	Variable	\$4,992.00	\$3,120.00	\$1,872.00	\$374.40	\$1,497.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	3,328	\$1.50	\$15,798.00	\$10,825.50	\$4,972.50	\$994.50	\$3,978.00

dhscentregDHL	7,481	\$1.50	\$37,405.00	\$26,183.50	\$11,221.50	\$2,244.30	\$8,977.20
REVENUE_FEE	5,553	\$1.75	\$9,717.75	\$0.00	\$9,717.75	\$1,943.55	\$7,774.20
MVILB_Renewal	360	Variable	\$115,633.40	\$112,250.00	\$3,383.40	\$676.68	\$2,706.72
SUBTOTAL	2,305,744.00		25,014,926.83	24,340,700.86	680,740.93	136,148.21	544,592.72

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	145,069	\$1.00	\$145,069.00	72,534.50	72,534.50	\$72,534.50
Court Records (Justice) Monthly	96	\$500.00	\$48,000.00	\$24,000.00	24,000.00	\$24,000.00
Court Records (Justice) Credit Card Searches	944	\$15.00	\$14,160.00	\$7,080.00	7,080.00	\$7,080.00
Court E-Filing	18,140	\$1.00	\$18,140.00	\$0.00	18,140.00	\$18,140.00
COURTRECORDERF	9	Variable	\$13,500.00	\$0.00	13,500.00	\$13,500.00
COURTRECORDERDU	11	Variable	\$11,000.00	\$0.00	11,000.00	\$11,000.00
COURTAPPELFILE	380	\$2.00	\$760.00	\$0.00	760.00	\$760.00
AOCERTGS	61	Variable	\$454.97	\$340.00	114.97	\$114.97
COURTAPPTFILE	2	variable	\$179.00	\$0.00	179.00	\$179.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	5,513	Variable	\$797,843.66	\$781,987.51	15,856.15	\$15,856.15
AOC_Cert_Authority	18	Variable	\$492.04	\$450.00	42.04	\$42.04
Court Payments	3,097	Variable	\$1,531,277.93	\$1,515,058.97	16,218.96	\$16,218.96
Lobbyist Registration	10	\$0.05	\$1,630.00	\$1,630.00	81.50	\$81.50
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	576	\$3.00	\$1,728.00	\$0.00	\$1,728.00	\$1,728.00
Sccalessubscr	847	Variable	\$847.00	\$423.50	423.50	\$423.50
SUBTOTAL	174,911		2,591,981.60	2,403,529.48	188,533.62	188,533.62
						\$44,013.11

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			\$95,373.33	\$95,373.33	\$95,373.33
Subscriptions - New		\$565.00 variable	\$56,500.00	\$56,500.00	\$56,500.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$151,923.33	\$151,923.33	


Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	38	variable	2,926,756.00	2,926,756.00	0.00
COURTEFILESUB	18,140	variable	\$503,632.75	\$503,632.75	0.00
PSCREMIT	366	variable	\$4,904,830.69	\$4,904,830.69	0.00
WCCSUB	94	variable	\$1,410.00	\$1,410.00	0.00
SUBTOTAL	18,638		\$8,336,629.44	\$8,336,629.44	\$0.00

**Payment Statement
December 31, 2022**

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: November 1st - November 30th

Transaction Services Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NIIB Gross Share	NSRB Share (20%)	NIIB Share (80%)
DMV- DLR - Batch	10,288	\$7.50	\$77,160.00	\$66,872.00	\$10,288.00	\$2,057.60	\$8,230.40
DMV- DLR - Monitoring Fee	695,830	\$0.06	\$41,749.80	\$27,833.20	\$13,916.60	\$2,783.32	\$11,133.28
DMV- DLR - Interactive	61,177	\$7.50	\$458,827.50	\$397,650.50	\$61,177.00	\$12,235.40	\$48,941.60
DMV- DLR - Certified	8	\$7.50	\$60.00	\$52.00	\$8.00	\$1.60	\$6.40
DMV- DLR - Certified Transcript	83	\$8.50	\$705.50	\$622.50	\$83.00	\$16.60	\$66.40
DMV-SRIND	458	\$0.50	\$229.00	\$0.00	\$229.00	\$45.80	\$183.20
DMV-SRBULK	4,116	\$0.15	\$617.40	\$0.00	\$617.40	\$123.48	\$493.92
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,179	\$7.50	\$8,857.50	\$7,676.50	\$1,181.00	\$236.20	\$944.80
DMV - Driver License Renew	15,612	Variable	\$437,098.75	\$416,179.50	\$20,919.25	\$4,183.85	\$16,735.40
DMVOTC	6,333	Variable	\$163,058.25	\$154,367.00	\$8,691.25	\$1,738.25	\$6,953.00
DMVOTC_CASH	17,973	Variable	\$450,830.00	\$450,830.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	17,377	\$1.00	\$17,377.00	\$6,950.80	\$10,426.20	\$2,085.24	\$8,340.96
DMV- TLR - batch	36,639	\$1.00	\$36,639.00	\$14,655.60	\$21,983.40	\$4,396.68	\$17,586.72
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	6	\$18.00	\$108.00	\$60.00	\$48.00	\$9.60	\$38.40
DMV - Reinstatement	1,528	\$3.00	\$118,159.00	\$113,575.00	\$4,584.00	\$916.80	\$3,667.20
DMV - IRP	712	Variable	\$4,681,706.76	\$4,673,509.85	\$8,196.91	\$1,639.38	\$6,557.53
DMV - IFTA	1,072	Variable	\$91,672.64	\$90,248.12	\$1,424.52	\$284.90	\$1,139.62
DMVSPLATE	372	Variable	\$5,836.00	\$4,720.00	\$1,116.00	\$223.20	\$892.80
DMVSPLATEMESS	628	Variable	\$32,634.00	\$30,750.00	\$1,884.00	\$376.80	\$1,507.20
DMV - Single Trip Permit	554	Variable	\$22,978.00	\$21,100.00	\$1,878.00	\$375.60	\$1,502.40
DMV - Motor Vehicle Renewals	36,334	Variable	\$8,831,923.90	\$8,621,288.11	\$210,635.79	\$42,127.16	\$168,508.63
DMV_Fleets	37	Variable	\$248,304.26	\$247,069.30	\$1,234.96	\$246.99	\$987.97
DMV_DAS	721	Variable	\$66,960.00	\$54,564.00	\$12,396.00	\$2,479.20	\$9,916.80
HHSS - Health Practitioner Lists	94	Variable	\$5,090.00	\$0.00	\$5,090.00	\$1,018.00	\$4,072.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	154,698	Variable	\$1,546.98	\$0.00	\$1,546.98	\$309.40	\$1,237.58
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$111.30	\$0.00	\$111.30	\$22.26	\$89.04
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	12	\$1.00	\$724.83	\$695.00	\$29.83	\$5.97	\$23.86
LCC Local Renewals	11	Variable	\$6,540.94	\$6,501.83	\$39.11	\$7.82	\$31.29
LOCLCCNEW		Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_Orders	7	Variable	\$660.29	\$633.64	\$26.65	\$5.33	\$21.32
LCC_SDL	55	Variable	\$2,665.20	\$2,520.00	\$145.20	\$29.04	\$116.16
SED - Electrical Permits	783	4% of Fee	\$88,448.66	\$85,184.00	\$3,264.66	\$652.93	\$2,611.73
SED - Electrician License Renewal	2,620	2% of Fee	\$237,941.00	\$230,150.00	\$7,791.00	\$1,558.20	\$6,232.80
SED - Electrician Apprentice License	148	3.00	\$3,404.00	\$2,960.00	\$444.00	\$88.80	\$355.20
SED - License List	4	Variable	\$100.00	\$80.00	\$20.00	\$4.00	\$16.00
SEDEXAM3 - Exam Application (\$3 fee)	80	3.00	\$5,040.00	\$4,800.00	\$240.00	\$48.00	\$192.00
SEDEXAM5 - Exam Application (\$5 fee)	15	5.00	\$1,950.00	\$1,875.00	\$75.00	\$15.00	\$60.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,957	\$2/vari	\$195,349.10	\$188,325.00	\$7,024.10	\$1,404.82	\$5,619.28
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,730	Variable	\$7,862.50	\$4,537.00	\$3,325.50	\$665.10	\$2,660.40
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)	36	Variable	\$630.00	\$315.00	\$315.00	\$63.00	\$252.00

SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	532	\$6.50	\$3,458.00	\$1,330.00	\$2,128.00	\$425.60	\$1,702.40
SOS - Corpcogs	5	\$10.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,833	\$0.45	\$1,724.85	\$1,226.56	\$498.29	\$99.66	\$398.63
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	16	\$300.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Interactive Searches	6,126	\$4.50	\$27,567.00	\$21,441.00	\$6,126.00	\$1,225.20	\$4,900.80
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuation Filings	1,283	\$11.00	\$14,113.00	\$12,188.50	\$1,924.50	\$384.90	\$1,539.60
SOS - UCC Original Filings	1,282	\$11.00	\$14,102.00	\$12,179.00	\$1,923.00	\$384.60	\$1,538.40
SOS - UCC Electronic Amendments	473	\$11.00	\$5,203.00	\$4,493.50	\$709.50	\$141.90	\$567.60
SOS - UCC Electronic Assignments	1	\$11.00	\$11.00	\$9.50	\$1.50	\$0.30	\$1.20
SOS - UCC Electronic Collateral Amendments	72	\$11.00	\$792.00	\$684.00	\$108.00	\$21.60	\$86.40
SOS - UCC Images	12,016	\$0.45	\$5,407.20	\$3,845.12	\$1,562.08	\$312.42	\$1,249.66
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	38	Variable	\$418.00	\$361.00	\$57.00	\$11.40	\$45.60
SOS - UCCASSIGN_BULK	15	Variable	\$165.00	\$142.50	\$22.50	\$4.50	\$18.00
SOS - UCCCOLLAMEND	22	Variable	\$242.00	\$209.00	\$33.00	\$6.60	\$26.40
SOS - UCCCONT_BULK	290	Variable	\$3,190.00	\$2,755.00	\$435.00	\$87.00	\$348.00
SOS - UCCORIG_BULK	831	Variable	\$9,141.00	\$7,894.50	\$1,246.50	\$249.30	\$997.20
SOS - EFS Interactive Searches	1,479	\$4.50	\$6,655.50	\$5,176.50	\$1,479.00	\$295.80	\$1,183.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	344	\$11.00	\$3,784.00	\$3,268.00	\$516.00	\$103.20	\$412.80
SOS - EFS Original Filings	172	\$11.00	\$1,892.00	\$1,634.00	\$258.00	\$51.60	\$206.40
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	31	Variable	\$775.00	\$620.00	\$155.00	\$31.00	\$124.00
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	1,271	5% of Fee	\$100,165.00	\$100,165.00	\$5,008.25	\$1,001.65	\$4,006.60
E&A - Engineers & Architects	55	5% of Fee	\$8,250.00	\$8,250.00	\$412.50	\$82.50	\$330.00
Water Well Registrations	257	5% of Fee	\$20,350.00	\$18,925.50	\$1,424.50	\$284.90	\$1,139.60
REV - Motor Fuels Tax Filing	460	\$0.25	\$115.00	\$0.00	\$115.00	\$23.00	\$92.00
NDOA - Applicator permits	19	Variable	\$1,125.00	\$1,077.00	\$48.00	\$9.60	\$38.40
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	56	Variable	\$9,732.64	\$9,512.83	\$219.81	\$43.96	\$175.85
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	12	Variable	\$6,343.03	\$6,234.66	\$108.37	\$21.67	\$86.70
NDOA - AGSMALL_PACKAGE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN	1	Variable	\$96.08	\$92.00	\$4.08	\$0.82	\$3.26
NDOA - AG_EURO_CORN_CERT	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	5	Variable	\$269.80	\$257.31	\$12.49	\$2.50	\$9.99
NDOA - AGFIRM_REGISTRATION	5	Variable	\$76.85	\$66.25	\$10.60	\$2.12	\$8.48
NDOA - AGGFAL_Renew	983	Variable	\$30,682.10	\$28,518.25	\$2,163.85	\$432.77	\$1,731.08
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$25,523.66	\$25,516.66	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	25	Variable	\$6,888.07	\$6,744.37	\$143.70	\$28.74	\$114.96
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	19	Variable	\$432,800.00	\$432,800.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	37	Variable	\$6,043.38	\$5,855.25	\$188.13	\$37.63	\$150.50
NDOA - AG_CervineFacility Permit	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - AGACTNMRKT	41	Variable	\$93,006.04	\$92,934.29	\$71.75	\$14.35	\$57.40
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	4	Variable	\$336.14	\$325.00	\$11.14	\$2.23	\$8.91
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pet Feed Rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	756	Variable	\$582,140.21	\$574,036.25	\$8,103.96	\$1,620.79	\$6,483.17
NDOA - AGPESTDEAL_NEW	4	Variable	\$102.48	\$93.00	\$9.48	\$1.90	\$7.58
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	0	Variable	\$286.89	\$275.00	\$11.89	\$2.38	\$9.51
SFM_BOILER	86	Variable	\$0.00	\$0.00	\$258.00	\$51.60	\$206.40
SFM_ELEVATOR	177	Variable	\$0.00	\$0.00	\$531.00	\$106.20	\$424.80
SFM_ELEVATOR_CC%	121	Variable	\$25,498.36	\$25,498.36	\$764.95	\$152.99	\$611.96
OTC-Over the counter payment	16,627	Variable	\$4,269,115.57	\$4,221,003.17	\$48,112.40	\$9,622.48	\$38,489.92
OTC Billback	264	Variable	\$1,735.68	\$0.00	\$1,735.68	\$347.14	\$1,388.54
PropertyTax Payments	191	Variable	\$676,956.45	\$672,207.99	\$4,748.46	\$949.69	\$3,798.77
PropertyTaxOTC	18	Variable	\$39,032.64	\$38,650.35	\$382.29	\$76.46	\$305.83
NDOL - Contractor Registration	995	Variable	\$38,672.90	\$35,420.00	\$3,252.90	\$650.58	\$2,602.32
NDOL_OVR_PMT	76	Variable	\$22,269.08	\$21,910.10	\$358.98	\$71.80	\$287.18
NDOL_TAX_PMT	77	Variable	\$7,024.13	\$6,595.28	\$428.85	\$85.77	\$343.08
NEROADS - DOT_Permits	9,107	Variable	\$228,722.25	\$212,785.00	\$15,937.25	\$3,187.45	\$12,749.80
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS- NDOT_RMS	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS- NDOT_Superintendent	10	Variable	\$480.00	\$480.00	\$0.00	\$0.00	\$0.00
NEROADS- NDOTSPD	31	Variable	\$3,654.34	\$3,466.94	\$187.40	\$37.48	\$149.92
NEROADS - NDOTPERMITS	15	Variable	\$301.25	\$277.70	\$23.55	\$4.71	\$18.84
State Patrol Crime Report	1,074	\$18.00	\$22,506.00	\$18,150.00	\$4,356.00	\$871.20	\$3,484.80
NSPCCW_Renew - NSP Conceal & Carry	865	\$4.50	\$47,142.50	\$43,250.00	\$3,892.50	\$778.50	\$3,114.00
NSPApptFee	805	\$4.50	\$48,128.63	\$45,517.75	\$2,610.88	\$522.18	\$2,088.70
State Patrol Crime Report - Subscriber	1,635	Variable	\$25,000.50	\$20,893.80	\$4,106.70	\$821.34	\$3,285.36
Event Registration	108	10% of Fee	\$2,266.00	\$2,041.00	\$225.00	\$45.00	\$180.00
Sarpy_Stop	171	Variable	\$18,670.00	\$18,216.40	\$453.60	\$90.72	\$362.88
Sarpy_tobacco_license	1	Variable	\$6.87	\$5.00	\$1.87	\$0.37	\$1.50
Medicaid & Long Term Care	1	\$1.75	\$0.00	\$0.00	\$1.75	\$0.35	\$1.40
Food New Applications ACH Billback	2	\$1.75	\$0.00	\$0.00	\$3.50	\$0.70	\$2.80
LPNNRD_Trees_Sale	4	Variable	\$419.61	\$404.21	\$15.40	\$3.08	\$12.32
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	2	Variable	\$307.24	\$300.00	\$7.24	\$1.45	\$5.79
order_form_LPNNRD	10	Variable	\$934.99	\$904.68	\$30.31	\$6.06	\$24.25
order_form_UBNNRD	8	Variable	\$822.77	\$795.33	\$27.44	\$5.49	\$21.95
Library_acct_mgmt	6	Variable	\$229.80	\$213.95	\$15.85	\$3.17	\$12.68
Utility_payment	1,817	Variable	\$311,933.63	\$304,826.66	\$7,106.97	\$1,421.39	\$5,685.58
SarpyCommunityCorrections	16	Variable	\$1,169.77	\$1,114.00	\$55.77	\$11.15	\$44.62
SARPY_VEHINSP	35	Variable	\$1,595.11	\$1,496.50	\$98.61	\$19.72	\$78.89
OTLPAYMENT	30	Variable	\$27,379.15	\$27,281.42	\$97.73	\$19.55	\$78.18
59PlanningDept	75	Variable	\$32,639.64	\$31,718.54	\$921.10	\$184.22	\$736.88
gretna_occ_tax	30	Variable	\$62,213.46	\$62,123.46	\$90.00	\$18.00	\$72.00
hastings_multi_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	14	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	2	Variable	\$85.50	\$80.00	\$5.50	\$1.10	\$4.40
NBELS_Land_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_LS_RENEW	131	Variable	\$12,921.89	\$12,400.00	\$521.89	\$104.38	\$417.51
ded_programs_payment	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	5	Variable	\$1,966.00	\$1,900.00	\$66.00	\$13.20	\$52.80
DOI_MISC_PAY	19	Variable	\$4,944.35	\$4,745.00	\$199.35	\$39.87	\$159.48
DOIRENEW	5	Variable	\$530.00	\$500.00	\$30.00	\$6.00	\$24.00
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	158,512	Variable	\$9,510.72	\$0.00	\$9,510.72	\$1,902.14	\$7,608.58
NBC_Inspections	480	Variable	\$50,267.07	\$50,267.07	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	180,491	Variable	\$10,829.46	\$0.00	\$10,829.46	\$2,165.89	\$8,663.57
NBC_NISaleBarn	110	Variable	\$145,156.20	\$145,156.20	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	170,772	Variable	\$10,246.32	\$0.00	\$10,246.32	\$2,049.26	\$8,197.06
NBC_RFLRenewal	12	Variable	\$152,362.50	\$152,362.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	100	Variable	\$33,762.00	\$33,762.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	39,720	Variable	\$2,383.20	\$0.00	\$2,383.20	\$476.64	\$1,906.56
NBC_BrandRene	46	Variable	\$172.50	\$0.00	\$172.50	\$34.50	\$138.00
BOGRENEW	68	\$3.25	\$221.00	\$0.00	\$221.00	\$44.20	\$176.80
dhscentregDH	1,153	Variable	\$4,612.00	\$2,882.50	\$1,729.50	\$345.90	\$1,383.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	2,944	\$1.50	\$14,018.00	\$9,608.00	\$4,410.00	\$882.00	\$3,528.00

dhscentregDHL	6,848	\$1.50	\$34,240.00	\$23,968.00	\$10,272.00	\$2,054.40	\$8,217.60
REVENUE_FEE	5,612	\$1.75	\$9,821.00	\$0.00	\$9,821.00	\$1,964.20	\$7,856.80
MVILB_Renewal	673	Variable	\$189,267.00	\$183,720.00	\$5,547.00	\$1,109.40	\$4,437.60
SUBTOTAL	1,707,431.00		24,400,415.88	23,769,597.36	637,798.47	127,559.70	510,238.77

Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	142,483	\$1.00	\$142,483.00	71,241.50	71,241.50	\$71,241.50
Court Records (Justice) Monthly	94	\$500.00	\$47,000.00	\$23,500.00	23,500.00	\$23,500.00
Court Records (Justice) Credit Card Searches	888	\$15.00	\$13,350.00	\$6,675.00	6,675.00	\$6,675.00
Court E-Filing	17,679	\$1.00	\$17,679.00	\$0.00	17,679.00	\$17,679.00
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	349	\$2.00	\$698.00	\$0.00	698.00	\$698.00
AOC CERTGTS	42	Variable	\$312.09	\$235.00	77.09	\$77.09
COURTAPPTFILE	1	variable	\$250.00	\$0.00	250.00	\$250.00
Court Judge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	4,878	Variable	\$707,896.00	\$693,837.40	14,058.60	\$14,058.60
AOC_Cert_Authority	17	Variable	\$462.19	\$425.00	37.19	\$37.19
Court Payments	2,992	Variable	\$1,031,598.16	\$1,016,564.87	15,033.29	\$15,033.29
Lobbyist Registration	67	\$0.05	\$13,475.00	\$13,475.00	673.75	\$673.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	649	\$3.00	\$1,947.00	\$0.00	\$1,947.00	\$1,947.00
Scalessubscr	861	Variable	\$861.00	\$430.50	430.50	\$430.50
SUBTOTAL	171,139		1,989,761.44	1,826,384.27	164,050.92	164,050.92

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			\$63,497.33	\$63,497.33	\$63,497.33
Subscriptions - New		\$415.00 variable	\$41,500.00	\$41,500.00	\$41,500.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$104,997.33	\$104,997.33	


Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	ee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	37	variable	2,875,160.00	2,875,160.00	0.00
COURTEFILESUB	17,679	variable	\$464,099.50	\$464,099.50	0.00
PSCREMIT	291	variable	\$4,814,023.78	\$4,814,023.78	0.00
WCCSUB	90	variable	\$1,440.00	\$1,440.00	0.00
SUBTOTAL	18,097		\$8,154,723.28	\$8,154,723.28	\$0.00

**Payment Statement
January 30, 2022**

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: December 1st - December 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	NIIB Gross Share	NSRB Share (20%)	NIIB Share (80%)
DMV- DLR - Batch	9,556	\$7.50	\$71,670.00	\$62,114.00	\$9,556.00	\$1,911.20	\$7,644.80
DMV- DLR - Monitoring Fee	708,736	\$0.06	\$42,524.16	\$28,349.44	\$14,174.72	\$2,834.94	\$11,339.78
DMV- DLR - Interactive	55,264	\$7.50	\$414,480.00	\$359,216.00	\$55,264.00	\$11,052.80	\$44,211.20
DMV- DLR - Certified	2	\$7.50	\$15.00	\$13.00	\$2.00	\$0.40	\$1.60
DMV- DLR - Certified Transcript	91	\$8.50	\$773.50	\$682.50	\$91.00	\$18.20	\$72.80
DMV-SRIND	341	\$0.50	\$170.50	\$0.00	\$170.50	\$34.10	\$136.40
DMV-SRBULK	4,486	\$0.15	\$672.90	\$0.00	\$672.90	\$134.58	\$538.32
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,452	\$7.50	\$10,890.00	\$9,438.00	\$1,452.00	\$290.40	\$1,161.60
DMV - Driver License Renew	16,899	Variable	\$478,581.50	\$456,176.00	\$22,405.50	\$4,481.10	\$17,924.40
DMVOTC	6,378	Variable	\$166,702.25	\$157,910.00	\$8,792.25	\$1,758.45	\$7,033.80
DMVOTC_CASH	19,060	Variable	\$483,816.00	\$483,816.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	17,490	\$1.00	\$17,490.00	\$6,996.00	\$10,494.00	\$2,098.80	\$8,395.20
DMV- TLR - batch	24,276	\$1.00	\$24,276.00	\$9,710.40	\$14,565.60	\$2,913.12	\$11,652.48
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	8	\$50.00	\$400.00	\$272.00	\$128.00	\$25.60	\$102.40
DMV- TLR - Vol. Over 2,000/Run	5	\$18.00	\$90.00	\$50.00	\$40.00	\$8.00	\$32.00
DMV - Reinstatement	1,467	\$3.00	\$114,701.00	\$110,300.00	\$4,401.00	\$880.20	\$3,520.80
DMV - IRP	1,265	Variable	\$10,747,921.11	\$10,725,577.40	\$22,343.71	\$4,468.74	\$17,874.97
DMV - IFTA	912	Variable	\$37,499.90	\$36,520.02	\$979.88	\$195.98	\$783.90
DMVSPLATE	531	Variable	\$8,603.00	\$7,010.00	\$1,593.00	\$318.60	\$1,274.40
DMVSPLATEMESS	641	Variable	\$33,909.00	\$31,980.00	\$1,929.00	\$385.80	\$1,543.20
DMV - Single Trip Permit	497	Variable	\$20,452.00	\$18,790.00	\$1,662.00	\$332.40	\$1,329.60
DMV - Motor Vehicle Renewals	39,388	Variable	\$9,686,564.02	\$9,461,016.70	\$225,547.32	\$45,109.46	\$180,437.86
DMV_Fleets	73	Variable	\$482,542.03	\$480,136.87	\$2,405.16	\$481.03	\$1,924.13
DMV_DAS	748	Variable	\$61,502.00	\$50,330.00	\$11,172.00	\$2,234.40	\$8,937.60
HHSS - Health Practitioner Lists	84	Variable	\$8,010.00	\$0.00	\$8,010.00	\$1,602.00	\$6,408.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	158,051	Variable	\$1,580.51	\$0.00	\$1,580.51	\$316.10	\$1,264.41
HHSS - Health License Monitoring Mo. Min.	9	Variable	\$122.08	\$0.00	\$122.08	\$24.42	\$97.66
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	3	Variable	\$0.03	\$0.03	\$0.00	\$0.00	\$0.00
LOCLCCNEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_Orders	5	Variable	\$320.82	\$305.66	\$15.16	\$3.03	\$12.13
LCC_SDL	56	Variable	\$2,502.99	\$2,360.00	\$142.99	\$28.60	\$114.39
SED - Electrical Permits	573	4% of Fee	\$71,435.24	\$68,840.50	\$2,594.74	\$518.95	\$2,075.79
SED - Electrician License Renewal	5,229	2% of Fee	\$433,488.00	\$417,840.00	\$15,648.00	\$3,129.60	\$12,518.40
SED - Electrician Apprentice License	127	3.00	\$5,461.00	\$5,080.00	\$381.00	\$76.20	\$304.80
SED - License List	2	Variable	\$40.00	\$30.00	\$10.00	\$2.00	\$8.00
SEDEXAM3 - Exam Application (\$3 fee)	48	3.00	\$3,024.00	\$2,880.00	\$144.00	\$28.80	\$115.20
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,170.00	\$1,125.00	\$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	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,056	\$2/vari	\$206,381.05	\$199,185.00	\$7,196.05	\$1,439.21	\$5,756.84
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,783	Variable	\$8,603.40	\$4,990.24	\$3,613.16	\$722.63	\$2,890.53
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	\$795.00	\$397.50	\$397.50	\$79.50	\$318.00

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	13	\$300.00	\$3,900.00	\$1,950.00	\$1,950.00	\$390.00	\$1,560.00
SOS - Corp_OCOGS	649	\$6.50	\$4,218.50	\$1,622.50	\$2,596.00	\$519.20	\$2,076.80
SOS - Corpcogs	5	\$10.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,994	\$0.45	\$1,797.30	\$1,278.08	\$519.22	\$103.84	\$415.38
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	17	\$300.00	\$5,100.00	\$2,550.00	\$2,550.00	\$510.00	\$2,040.00
SOS - UCC Interactive Searches	7,198	\$4.50	\$32,391.00	\$25,193.00	\$7,198.00	\$1,439.60	\$5,758.40
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	2,206	Variable	\$4,412.00	\$2,206.00	\$2,206.00	\$441.20	\$1,764.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	1,273	\$11.00	\$14,003.00	\$12,093.50	\$1,909.50	\$381.90	\$1,527.60
SOS - UCC Original Filings	1,253	\$11.00	\$13,783.00	\$11,903.50	\$1,879.50	\$375.90	\$1,503.60
SOS - UCC Electronic Amendments	556	\$11.00	\$6,116.00	\$5,282.00	\$834.00	\$166.80	\$667.20
SOS - UCC Electronic Assignments	1	\$11.00	\$11.00	\$9.50	\$1.50	\$0.30	\$1.20
SOS - UCC Electronic Collateral Amendments	66	\$11.00	\$726.00	\$627.00	\$99.00	\$19.80	\$79.20
SOS - UCC Images	12,915	\$0.45	\$5,811.75	\$4,132.80	\$1,678.95	\$335.79	\$1,343.16
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	50	Variable	\$550.00	\$475.00	\$75.00	\$15.00	\$60.00
SOS - UCCASSIGN_BULK	14	Variable	\$154.00	\$133.00	\$21.00	\$4.20	\$16.80
SOS - UCCCOLLAMEND	25	Variable	\$275.00	\$237.50	\$37.50	\$7.50	\$30.00
SOS - UCCCONT_BULK	310	Variable	\$3,410.00	\$2,945.00	\$465.00	\$93.00	\$372.00
SOS - UCCORIG_BULK	865	Variable	\$9,515.00	\$8,217.50	\$1,297.50	\$259.50	\$1,038.00
SOS - EFS Interactive Searches	2,035	\$4.50	\$9,157.50	\$7,122.50	\$2,035.00	\$407.00	\$1,628.00
SOS - EFS Special Request	43	\$2.00	\$86.00	\$43.00	\$43.00	\$8.60	\$34.40
SOS - EFS Continuations	296	\$11.00	\$3,256.00	\$2,812.00	\$444.00	\$88.80	\$355.20
SOS - EFS Original Filings	238	\$11.00	\$2,618.00	\$2,261.00	\$357.00	\$71.40	\$285.60
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	29	Variable	\$725.00	\$580.00	\$145.00	\$29.00	\$116.00
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	2,504	5% of Fee	\$196,360.00	\$196,360.00	\$9,818.00	\$1,963.60	\$7,854.40
E&A - Engineers & Architects	40	5% of Fee	\$6,000.00	\$6,000.00	\$300.00	\$60.00	\$240.00
Water Well Registrations	259	5% of Fee	\$20,830.00	\$19,371.90	\$1,458.10	\$291.62	\$1,166.48
REV - Motor Fuels Tax Filing	425	\$0.25	\$106.25	\$0.00	\$106.25	\$21.25	\$85.00
NDOA - Applicator permits	22	Variable	\$1,590.00	\$1,530.00	\$60.00	\$12.00	\$48.00
NDOA - AGAERIAL_LICENSE	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	39	Variable	\$16,212.86	\$15,826.42	\$386.44	\$77.29	\$309.15
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	10	Variable	\$7,537.44	\$7,481.38	\$56.06	\$11.21	\$44.85
NDOA - AGSMALL_PACKAGE	10	Variable	\$3,576.67	\$3,507.50	\$69.17	\$13.83	\$55.34
NDOA - AG_EURO_CORN	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	9	Variable	\$2,749.34	\$2,668.55	\$80.79	\$16.16	\$64.63
NDOA - AGFIRM_REGISTRATION	9	Variable	\$137.22	\$121.00	\$16.22	\$3.24	\$12.98
NDOA - AGGFAL_Renew	586	Variable	\$17,736.79	\$16,526.50	\$1,210.29	\$242.06	\$968.23
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$25,112.97	\$25,099.72	\$13.25	\$2.65	\$10.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	21	Variable	\$4,976.47	\$4,891.37	\$85.10	\$17.02	\$68.08
NDOA - AGMILK_RENEW	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - AGPESTKELLY	21	Variable	\$205,121.75	\$205,120.00	\$1.75	\$0.35	\$1.40
NDOA - AGPESTPROD_NEW	32	Variable	\$5,187.66	\$5,064.00	\$123.66	\$24.73	\$98.93
NDOA - AG_CervineFacility Permit	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	44	Variable	\$74,544.43	\$74,465.68	\$78.75	\$15.75	\$63.00
NDOA - AGNURSERY_RENEW	415	Variable	\$65,630.63	\$63,891.94	\$1,738.69	\$347.74	\$1,390.95
NDOA - AGNURSERY_STOCK	5	Variable	\$436.01	\$420.69	\$15.32	\$3.06	\$12.26
NDOA - AGPERMIT_SELLSEEDS	8	Variable	\$409.34	\$386.00	\$23.34	\$4.67	\$18.67
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	590	Variable	\$689,420.02	\$678,936.25	\$10,483.77	\$2,096.75	\$8,387.02
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.00	\$23.25	\$1.75	\$0.35	\$1.40
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$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	0	Variable	\$783.79	\$750.00	\$33.79	\$6.76	\$27.03
SFM_BOILER	80	Variable	\$0.00	\$0.00	\$240.00	\$48.00	\$192.00
SFM_ELEVATOR	120	Variable	\$0.00	\$0.00	\$360.00	\$72.00	\$288.00
SFM_ELEVATOR_CC%	71	Variable	\$13,870.00	\$0.00	\$416.10	\$83.22	\$332.88
OTC-Over the counter payment	17,035	Variable	\$4,874,795.90	\$4,820,356.26	\$54,439.64	\$10,887.93	\$43,551.71
OTC Billback	210	Variable	\$1,096.57	\$0.00	\$1,096.57	\$219.31	\$877.26
PropertyTax Payments	715	Variable	\$4,787,340.88	\$4,780,126.17	\$7,214.71	\$1,442.94	\$5,771.77
PropertyTaxOTC	21	Variable	\$62,687.90	\$62,415.86	\$272.04	\$54.41	\$217.63
NDOL - Contractor Registration	932	Variable	\$28,116.75	\$25,305.00	\$2,811.75	\$562.35	\$2,249.40
NDOL_OVR_PMT	72	Variable	\$16,430.97	\$16,167.66	\$263.31	\$52.66	\$210.65
NDOL_TAX_PMT	74	Variable	\$19,932.49	\$19,136.36	\$796.13	\$159.23	\$636.90
NEROADS - DOT_Permits	8,375	Variable	\$226,233.00	\$211,575.00	\$14,658.00	\$2,931.60	\$11,726.40
NEROADS - DOT_Hay	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS-NDOT_RMS	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS-NDOT_Superintendent	21	Variable	\$990.00	\$990.00	\$0.00	\$0.00	\$0.00
NEROADS-NDOTSPD	26	Variable	\$2,429.36	\$2,285.79	\$143.57	\$28.71	\$114.86
NEROADS - NDOTPERMITS	3	Variable	\$50.25	\$45.54	\$4.71	\$0.94	\$3.77
State Patrol Crime Report	988	\$18.00	\$18,879.00	\$15,225.00	\$3,654.00	\$730.80	\$2,923.20
NSPCCW_Renew - NSP Conceal & Carry	1,029	\$4.50	\$55,971.50	\$51,350.00	\$4,621.50	\$924.30	\$3,697.20
NSPApptFee	725	\$4.50	\$42,772.22	\$40,417.50	\$2,354.72	\$470.94	\$1,883.78
State Patrol Crime Report - Subscriber	1,397	Variable	\$21,413.50	\$17,857.60	\$3,555.90	\$711.18	\$2,844.72
Event Registration	119	10% of Fee	\$3,555.00	\$3,201.50	\$353.50	\$70.70	\$282.80
Sarpy_Stop	127	Variable	\$14,455.00	\$14,103.82	\$351.18	\$70.24	\$280.94
Sarpy_tobacco_license	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicaid & Long Term Care	1	\$1.75	\$0.00	\$0.00	\$1.75	\$0.35	\$1.40
SupIntendBBAC	1	\$1.75	\$1.75	\$0.00	\$1.75	\$0.35	\$1.40
SupIntendBBCC	41	Variable	\$145.08	\$0.00	\$145.08	\$29.02	\$116.06
Food New Applications ACH Billback	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LPNNRD_Trees_Sale	6	Variable	\$625.22	\$604.67	\$20.55	\$4.11	\$16.44
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	82	Variable	\$5,066.32	\$4,830.00	\$236.32	\$47.26	\$189.06
order_form_LPNNRD	74	Variable	\$3,104.74	\$2,916.15	\$188.59	\$37.72	\$150.87
order_form_UBBNRD	17	Variable	\$1,422.57	\$1,364.23	\$58.34	\$11.67	\$46.67
Library_acct_mgmt	7	Variable	\$298.25	\$280.00	\$18.25	\$3.65	\$14.60
Utility_payment	2,006	Variable	\$304,202.48	\$296,712.39	\$7,490.09	\$1,498.02	\$5,992.07
SarpyCommunityCorrections	25	Variable	\$1,924.90	\$1,835.36	\$89.54	\$17.91	\$71.63
SARPY_VEHINSP	59	Variable	\$2,414.53	\$2,255.00	\$159.53	\$31.91	\$127.62
OTLPAYMENT	17	Variable	\$17,190.04	\$17,137.24	\$52.80	\$10.56	\$42.24
59PlanningDept	56	Variable	\$18,562.37	\$18,227.30	\$335.07	\$67.01	\$268.06
gretna_occ_tax	33	Variable	\$63,191.00	\$63,092.00	\$99.00	\$19.80	\$79.20
hastings_multi_payment	1	Variable	\$85.40	\$80.00	\$5.40	\$1.08	\$4.32
SYNTHETICSVC	4	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Surveyor_Training	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_LS_RENEW	174	Variable	\$17,291.26	\$16,600.00	\$691.26	\$138.25	\$553.01
ded_programs_payment	1	Variable	\$518.00	\$500.00	\$18.00	\$3.60	\$14.40
Holt County Overweight Perm	0	Variable	0	0	\$0.00	\$0.00	\$0.00
DOI_INITIAL_REG	23	Variable	\$11,499.00	\$11,100.00	\$399.00	\$79.80	\$319.20
DOI_MISC_PAY	21	Variable	\$2,229.70	\$2,110.00	\$119.70	\$23.94	\$95.76
DOIRENEW	2	Variable	\$521.00	\$500.00	\$21.00	\$4.20	\$16.80
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	106,746	Variable	\$6,404.76	\$0.00	\$6,404.76	\$1,280.95	\$5,123.81
NBC_Inspections	411	Variable	\$37,848.94	\$37,848.94	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	8,355	Variable	\$501.30	\$0.00	\$501.30	\$100.26	\$401.04
NBC_NISaleBarn	99	Variable	\$118,507.85	\$118,507.85	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	139,676	Variable	\$8,380.56	\$0.00	\$8,380.56	\$1,676.11	\$6,704.45
NBC_RFLRenewal	4	Variable	\$8,925.00	\$8,925.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	102	Variable	\$36,455.65	\$36,455.65	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	42,889	Variable	\$2,573.34	\$0.00	\$2,573.34	\$514.67	\$2,058.67
NBC_BrandRene	21	Variable	\$78.75	\$0.00	\$78.75	\$15.75	\$63.00
BOGRENEW	108	\$3.25	\$351.00	\$0.00	\$351.00	\$70.20	\$280.80
dhscentregDH	948	Variable	\$3,792.00	\$2,370.00	\$1,422.00	\$284.40	\$1,137.60

dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,850	\$1.50	\$13,612.00	\$9,350.50	\$4,261.50	\$852.30	\$3,409.20
dhhscentregDHL	6,243	\$1.50	\$31,215.00	\$21,850.50	\$9,364.50	\$1,872.90	\$7,491.60
REVENUE_FEE	5,314	\$1.75	\$9,299.50	\$0.00	\$9,299.50	\$1,859.90	\$7,439.60
MVILB_Renewal	628	Variable	\$169,893.00	\$164,670.00	\$5,223.00	\$1,044.60	\$4,178.40
SUBTOTAL	1,466,962.00		36,217,692.73	35,548,124.88	666,833.70	133,366.72	533,466.98

Transaction Services Not Subject to the 20% Split with the Nebraska State Records Board

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	131,763	\$1.00	\$131,763.00	65,881.50	65,881.50	\$65,881.50
Court Records (Justice) Monthly	94	\$500.00	\$47,000.00	\$23,500.00	23,500.00	\$23,500.00
Court Records (Justice) Credit Card Searches	912	\$15.00	\$13,710.00	\$6,855.00	6,855.00	\$6,855.00
Court E-Filing	17,254	\$1.00	\$17,254.00	\$0.00	17,254.00	\$17,254.00
COURTRECORDERF	3	Variable	\$4,500.00	\$0.00	4,500.00	\$4,500.00
COURTRECORDERDU	3	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTAPELFILE	424	\$2.00	\$848.00	\$0.00	848.00	\$848.00
AOCERTGS	40	Variable	\$277.71	\$205.00	72.71	\$72.71
COURTAPPTFILE	10	variable	\$658.00	\$0.00	658.00	\$658.00
CourtJudge	138	\$50.00	\$6,900.00	\$0.00	\$6,900.00	\$6,900.00
Court Citations	4,719	Variable	\$693,440.64	\$679,842.59	13,598.05	\$13,598.05
AOC_Cert_Authority	44	Variable	\$1,201.80	\$1,100.00	101.80	\$101.80
Court Payments	3,008	Variable	\$1,155,456.12	\$1,140,151.42	15,304.70	\$15,304.70
Lobbyist Registration	314	\$0.05	\$122,130.00	\$122,130.00	6,106.50	\$6,106.50
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	4	\$50.00	\$200.00	\$100.00	100.00	\$100.00
LEG - BillTracker (4-10 eProfiles)	2	\$100.00	\$200.00	\$100.00	100.00	\$100.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	1	\$500.00	\$500.00	\$250.00	250.00	\$250.00
Wccfile	682	\$3.00	\$2,046.00	\$0.00	\$2,046.00	\$2,046.00
Scalessubscr	917	Variable	\$917.00	\$458.50	458.50	\$458.50
SUBTOTAL	160,332		2,202,002.27	2,040,574.01	167,534.76	167,534.76

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			\$74,819.83	\$74,819.83	\$74,819.83
Subscriptions - New		\$556.00 variable	\$55,600.00	\$55,600.00	\$55,600.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$130,419.83	\$130,419.83	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	ee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	0	17.00	0.00	0.00	0.00
LCC -Tax Payments	38	variable	2,774,819.00	2,774,819.00	0.00
COURTEFILESUB	17,254	variable	\$458,791.25	\$458,791.25	0.00
PSCREMIT	297	variable	\$4,762,040.12	\$4,762,040.12	0.00
WCCSUB	113	variable	\$1,785.00	\$1,785.00	0.00
SUBTOTAL	17,702		\$7,997,435.37	\$7,997,435.37	\$0.00