

**NEBRASKA
STATE RECORDS
BOARD**

**2ND FLOOR
CONFERENCE ROOM**

1201 N STREET

December 13, 2022

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 December 13, 2022, at 9:00 AM, and will be held at the 1201 N St 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 or 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.
1117803 11:11 ZNEZ

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

ORDER NUMBER 1117803

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 *Mary White* Date 11/11/22

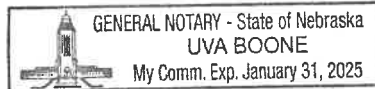
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Subscribed in my presence and sworn to before me on

Nov 11, 20 22

Uva Boone Notary Public



ORGANIZATION Nebraska State Records Board	ACTIVITY Meeting
DATE OF ACTIVITY 12/13/2022	TIME OF ACTIVITY 9:00 AM Central
LOCATION 1201 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

December 13, 2022, 9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
Action Item: Approval of September 29, 2022, Meeting Minutes
6. APPROVAL OF FINANCIAL REPORT
Action Item: Approval of September 30, 2022, Cash Fund Balance Report
7. PUBLIC COMMENT
8. EXECUTIVE DIRECTOR'S REPORT
 - a) REVIEW OF TEMPLATE AGREEMENTS
(Signed by Chairperson Evnen pursuant to Board authority)
 1. **Non-Action Item:** EGSLA – Village of Broadwater, Brown County, Village of Decatur, Village of Denton, City of Edgar, Village of Garland, City of Gothenburg, Village of Linwood, City of Oshkosh, City of Pierce, City of Plainview, Village of Prague, Village of Ruskin, Village of Wynot
 2. **Non-Action Item:** PayPort – Village of Denton, Village of Garland, Village of Hoskins, City of Oshkosh
 - b) REVIEW OF PROJECT STATUS REPORTS
 - c) STATUS OF RULES AND REGULATIONS - TITLE 431 – CHAPTERS 1 and 2
9. TECHNICAL INFRASTRUCTURE UPGRADES
 - a) **Non-Action Item:** Report on Grails and Drupal Progress
10. PORTAL OPERATIONS SUBCOMMITTEE REPORT AND RECOMMENDATIONS
 - a) **Action Item:** Funding for Grails Subcontract
 - b) **Action Item:** Nebraska Interactive, LLC Contract Renewal (**Closed Session**)
 - c) **Action Item:** Resolution to Resume Nebraska State Records Board Grant Program
11. NEBRASKA INTERACTIVE REPORTS
 - a) **Non-Action Item:** Nebraska Interactive, LLC Business Plan for 2023
 - b) **Action Item:** Project Priority Report
 - c) General Manager's Report
12. DATE FOR NEXT MEETING
TBD – March 2023
LOCATION: 1221 N Street, 2nd Floor Conference Room
13. ADJOURNMENT



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of September 29, 2022

Agenda Item 1. CALL TO ORDER, ROLL CALL. The meeting of the Nebraska State Records Board (“NSRB”) was called to order by Chairperson Robert B. Evnen at 9:10 a.m. on September 29, 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
Lee Will, representing the Director of Administrative Services
Leslie Donley, representing the Attorney General
Jason Walters, representing the State Treasurer
Walter Weir, representing the General Public
Tony Ojeda, representing the Insurance Industry

Absent:

Angela Stenger, representing the Media
Russ Karpisek, representing the Auditor
Bob Sullivan, representing the Legal Profession
David Richards, representing the Libraries

Vacant member positions:

Representative the Banking Industry

Staff in attendance:

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

After confirming that a quorum was present, the Chairperson announced that David Richards is a new appointee to the State Records Board, representing the Libraries.

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 August 29, 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. Ojeda seconded the motion. There was no further discussion.

Voting For: Evnen Donley Weir Ojeda Will
 Walters Foley

Voting Against: None

Voting Abstain: None

Absent: Stenger, Sullivan, Richards, Karpisek

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES. The Chairperson asked for a motion to approve the minutes of the June 10, 2022, meeting. Mr. Ojeda moved to approve the minutes as presented. Mr. Foley seconded the motion. There was no further discussion.

Voting For: Evnen Donley Weir Ojeda Will
 Walters Foley

Voting Against: None

Voting Abstain: None

Absent: Stenger, Sullivan, Richards, Karpisek

The motion carried.

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

Voting For: Evnen Donley Weir Ojeda Will
 Walters Foley

Voting Against: None

Absent: Stenger, Sullivan, Richards, Karpisek

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, a Citizen Payment Processing Addendum, PayPort Addendums, an Event Registration Addendum, and a Termination Agreement.

Ms. Elder stated that the Termination Agreement was with the City of Syracuse and was signed due to a decision by Syracuse to have all utility billing management in one place, and that no concerns or issues were shared regarding the services provided by Nebraska Interactive, LLC dba NIC Nebraska ("NIC").

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

Agenda Item 9. TECHNICAL INFRASTRUCTURE UPGRADES**Agenda Item 9.a. Review Progress**

Ms. Elder presented the Grails and Drupal progress reports. Since preparation of the Grails report, the Nebraska State Patrol Criminal History Request System is in progress. Additionally, the Secretary of State's Voter Registration System finished testing and was scheduled to be deployed the week of September 26, 2022.

Ms. Elder reported that the Technical Infrastructure Subcommittee met on July 28, 2022. Jason Jackson (Subcommittee Chairperson), Walter Weir (Subcommittee Member), Brent Hoffman, Jay Sloan, and Bruce Rice (NIC), Lee Will (DAS), Colleen Byelick and Libby Elder (SOS Office/NSRB) were in attendance.

The subcommittee: (1) reviewed NIC's communication to partners regarding the Technical Infrastructure Upgrades and agreed that similar language would be used to communicate with agencies regarding Drupal upgrades; (2) reviewed the Technical Infrastructure Progress Report for Grails and NIC reported that all development teams were engaged in Grails upgrade work; and (3) reviewed the Technical Infrastructure Progress Reports for Drupal and NIC reported that the first migrations were out in production. NIC indicated that it has been difficult to estimate the time it would take to complete the upgrades, but that the service level degradation would not be extended beyond the original 12-18 months.

The subcommittee discussed a written comment submitted by a staff member of the Nebraska Brand Committee and discussed information regarding security and security audits.

Ms. Elder reported that following the subcommittee meeting, a meeting was coordinated by NIC, which included Brent Hoffman, Jay Sloan, Bruce Rice, members of the NIC Security Team, Walter Weir, and Libby Elder. The NIC Security Team answered questions and provided information regarding their security audits. Mr. Weir agreed to use his technical expertise to further review this information and report to the Portal Operations Subcommittee.

Mr. Will added that there was discussion regarding the completion dates that have moved forward, and the need for the completion dates to be realistic.

Agenda Item 9.b. Discussion of Grails Subcontract

Mr. Karpisek arrived 9:25.

Ms. Elder reported that NIC has continued to work with Object Computing, Inc. (“OCI”), and has obtained quotes on 20 Grails applications. The total cost estimate, produced by OCI to complete the upgrades on the 20 applications, is projected between \$1.2 million and 1.5 million, and would take an estimated 715 developer days. NIC further worked with OCI to find consistencies in applications and then to narrow the list of applications proposed to be completed by OCI to 12 applications totaling \$726,364 and 501 developer days.

After NIC worked with OCI to narrow the list to 12 applications, a meeting took place between with NIC and their representatives, including Brent Hoffman, Jay Sloan, Bob Sanders (Vice President of State Enterprises at Tyler Technologies), Secretary Evnen, Colleen Byelick, and Libby Elder. At this meeting, there was discussion of the subcontract, and other options or potential sources of funding for the portal or to assist in funding subcontract costs, including the possibility of legislation.

Ms. Elder stated that NIC will develop and provide a plan and options, which will be presented to the Portal Operations Subcommittee, and if appropriate, brought before the board at the December meeting.

Mr. Foley stated that there is language in the contract with NIC stating that the obligation to upgrade software rests with NIC. Mr. Evnen stated that NIC is working on a concrete proposal which will include information as to how these upgrades could be funded. Mr. Ojeda discussed the value of the grant program, and the potential to use the Records Management Cash Fund for grants.

Agenda Item 10. NEW BUSINESS

Agenda Item 10.a. Accept the Ernst & Young LLP Audit for Nebraska Interactive:

Mr. Foley stated that the contract requires NIC to provide audited financial statements. Ernst & Young LLP prepared the audit. The Finances Subcommittee met. NIC’s profits have increased, funds to the state and funds to the parent company have increased. Mr. Foley stated that the subcommittee unanimously moved to accept the audit.

Voting for:	Evnen	Donley	Weir	Ojeda	Will
	Karpisek	Foley	Walters		

Voting Against: None

Absent: Stenger, Sullivan, Richards

The motion carried.

Agenda Item 10.b. Adopt Records Board Rules and Regulations – Title 431:

Ms. Elder stated that the public hearing on the amended rules and regulations was held September 13, 2022, at 10:00 AM. There were no public comments received, and the rules and regulations were unchanged from what was presented and approved at the June NSRB meeting. Ms. Elder requested that the NSRB adopt Title 431, Chapters 1 and 2 and authorize the Chair of the State Records Board to sign a certificate of adoption. Ms. Elder stated that the regulations would then be sent to the Attorney General’s office for review.

There was discussion regarding the changes to Title 431, Chapters 1 and 2.

Mr. Ojeda moved to adopt Title 431 Chapters 1 and 2, which was seconded by Mr. Weir.

Voting For:	Evnen	Weir	Ojeda	Will	Karpisek
	Foley	Walters			

Voting Against: None

Abstain: Donley

Absent: Stenger, Sullivan, Richards

The motion carried.

Agenda Item 11. NEBRASKA INTERACTIVE REPORTS.

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

Mr. Sloan presented information on the status of various active projects, including work that is continuing for the Administrative Office of the Courts and work for partners which have begun using NIC’s payment processing services. Mr. Sloan indicated that the report for the next meeting of the NSRB, the NSRB will see that several partners are moving to the online liquor license renewal service managed by the Nebraska Liquor Control Commission. Mr. Sloan indicated that NIC completed the DMV DLS Dataforms project moving a paper form to online format, which can also be completed on a tablet at the DMV, saving time for constituents and DMV staff. Mr. Sloan stated that the DOI Medical Malpractice project will be discontinued following a mutual decision between DOI and NIC.

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

Voting For:	Evnen	Donley	Weir	Ojeda	Will
	Karpisek	Foley	Walters		

Voting Against: None

Absent: Stenger, Sullivan, Richards

The motion carried.

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

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

- NIC’s work has resulted in eight awards in 2022, recognizing the efforts of state agencies from an electronic presence standpoint.
- NIC did not have any downtime to report for any services or networks in the second quarter of 2022.
- From a financial aspect, NIC has had eight percent growth, which is under their five-year trend. Merchant fees increased in April and are one-third of NIC’s entire expense. NIC anticipates merchant rates will be in the \$3 million dollar range by 2023. NIC’s expenses are down by 6 percent.
- From a satisfaction rating aspect, applications have had a 4.5 average star rating out of 5 stars. Many services have increased in rating over the last quarter.
- NIC relocated their lockbox services for receipt of mailed payments but have not received any delay or issues regarding that change.
- NIC partnered with the University of Nebraska’s capstone project, and they are working on a customer support project for NIC. It will be a nine-month project.
- DMV has hired a records inspector to assist with protection on DMV driver’s license record information.

Mr. Sloan reported that NIC has added a staffing report to the General Manager’s report to keep the NSRB informed of staffing changes.

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

Agenda Item 14. ADJOURNMENT.

Mr. Foley moved to adjourn, seconded by Mr. Weir.

The meeting adjourned at 10:00 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
July 1, 2022, through September 30, 2022
 With comparative figures for July 1, 2021, through September 30, 2021
FY 22-23

	<u>Jul 2022</u>	<u>Prior Year Jul 2021</u>	<u>Aug 2022</u>	<u>Prior Year Aug 2021</u>	<u>Sep 2022</u>	<u>Prior Year Sep 2021</u>	<u>Year to Date FY 22-23</u>	<u>Year to Date FY 21-22</u>
Revenues:								
Sale of Subscriber Services	\$1,394,326.81	\$1,032,175.62	\$1,325,925.42	\$1,399,948.38	\$1,653,606.96	\$1,645,484.77	\$4,373,859.19	\$4,077,608.77
General Business Fees	\$0.00	\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$3.00
Driver Records	\$269.00	\$279.00	\$228.00	\$566.00	\$238.00	\$395.00	\$735.00	\$1,240.00
Investment Income	\$5,527.74	\$4,168.22	\$5,759.26	\$3,965.91	\$6,692.93	\$4,316.57	\$17,979.93	\$12,450.70
Total	\$1,400,123.55	\$1,036,622.84	\$1,331,912.68	\$1,404,483.29	\$1,660,537.89	\$1,650,196.34	\$4,392,574.12	\$4,091,302.47
Expenditures:								
State Agency Transfers	\$1,036,116.80	\$684,174.95	\$978,676.63	\$1,051,994.80	\$1,270,959.63	\$1,274,439.83	\$3,285,753.06	\$3,010,609.58
NIC	\$222,402.84	\$217,688.03	\$206,321.01	\$0.00	\$233,326.47	\$439,468.83	\$662,050.32	\$657,156.86
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$23,428.76	\$13,859.00	\$23,453.50	\$21,054.77	\$25,022.95	\$22,108.37	\$71,905.21	\$57,022.14
Misc. Expense	\$1,071.11	\$1,961.15	\$3,101.97	\$1,086.14	\$2,835.46	\$990.38	\$7,008.54	\$4,037.67
SRC Move	\$11,248.75	\$24,802.77	\$0.00	\$1,621.24	\$0.00	\$124.95	\$11,248.75	\$26,548.96
Total	\$1,294,268.26	\$942,485.90	\$1,211,553.11	\$1,075,756.95	\$1,532,144.51	\$1,737,132.36	\$4,037,965.88	\$3,755,375.21
Net Increase (Decrease)	\$105,855.29	\$94,136.94	\$120,359.57	\$328,726.34	\$128,393.38	(\$86,936.02)	\$354,608.24	\$335,927.26
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance	\$4,078,224.94	\$3,496,277.36	\$4,198,584.51	\$3,825,003.70	\$4,326,977.89	\$3,738,067.68	\$4,326,977.89	\$3,738,067.68
Fund Balance-Local Agency	\$561.31	\$553.08	\$562.08	\$553.71	\$562.94	\$554.34	\$562.94	\$554.34
Records Management Cash Fund Balance	\$4,078,786.25	\$3,496,830.44	\$4,199,146.59	\$3,825,557.41	\$4,327,540.83	\$3,738,622.02	\$4,327,540.83	\$3,738,622.02

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>
Broadwater, Village of	10/13/2022
Brown County	09/27/2022
Decatur, Village of	09/15/2022
Denton, Village of	11/14/2022
Edgar, City of	09/24/2022
Garland, Village of	11/14/2022
Gothenburg, City of	11/21/2022
Linwood, Village of	09/21/2022
Oshkosh, City of	09/08/2022
Pierce, City of	09/13/2022
Plainview, City of	09/09/2022
Prague, Village of	11/17/2022
Ruskin, Village of	10/13/2022
Wynot, Village of	09/27/2022

**Electronic Government Service Level Agreement
with
Village of Broadwater, 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 Broadwater, 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 Broadwater, Nebraska,
Village Chairperson
251 N. Starr Street
Broadwater, Nebraska 69125

Phone: (308) 489-5671

Email: broadwatervillage@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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9/7/2022

Brent Hoffman
General Manager

Date

Village of Broadwater, Nebraska

DocuSigned by:


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10/7/2022

Tim Conrad
Village Chairperson

Date


Nebraska State Records Board (NSRB)

DocuSigned by:

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10/13/2022

Secretary of State, Robert B Evnen
Chairperson

Date

DS
 9/7/2022

**Electronic Government Service Level Agreement
with
Brown 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 Brown 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: Brown County, Nebraska, Chairman
P.O. Box 25
Ainsworth, Nebraska 69210
Phone: 402-387-2705
Email: travis.hobbs@nebraska.gov

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

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

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

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

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

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

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

**Nebraska Interactive, LLC dba NIC
Nebraska**

DocuSigned by:

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8/19/2022

Brent Hoffman
General Manager

Date

Brown County, Nebraska

DocuSigned by:

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9/26/2022

Raymond Small
Chairman

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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9/27/2022

Secretary of State, Robert B Evnen
Chairperson

Date

**Electronic Government Service Level Agreement
with
Village of Decatur, 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 Decatur, 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 Decatur, Nebraska, Village Chairman
P.O. Box 156, 913 S. Broadway
Decatur, Nebraska 68020-0156

Phone: (402) 349-5360

Email: decaturclerk@nntc.net

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

Phone: 402-471-7810

Fax: 402-471-7817

Email: 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.

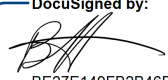
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant 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**

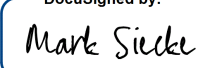
DocuSigned by:

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Brent Hoffman
General Manager

9/12/2022

Date

Village of Decatur, Nebraska

DocuSigned by:

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Mark Siecke
Village Chairperson

9/14/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

9/15/2022

Date

DS


9/12/2022

**Electronic Government Service Level Agreement
with
Village of Denton, 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 Denton, 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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Mailing address: Village of Denton, Nebraska,
Village Chairperson
7115 Lancaster Ave. P.O. Box 132
Denton, Nebraska 68339

Phone: (402) 797-2020

Email: dentonclerk@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

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Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
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For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

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

- 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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 - 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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 - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
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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:

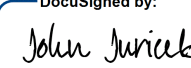
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Brent Hoffman
General Manager

9/23/2022

Date

Village of Denton, Nebraska

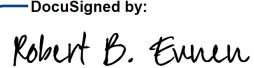
DocuSigned by:

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John Juricek
Village Chairperson

11/9/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

11/14/2022

Date

DS


9/23/2022

**Electronic Government Service Level Agreement
with
City of Edgar, 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 Edgar, 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 Edgar, Nebraska, Mayor
P.O. Box 485
Edgar, Nebraska 68935
Phone: (402) 224-5145
Email: cityofedgar@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**

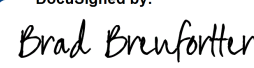
DocuSigned by:

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Brent Hoffman
General Manager

9/7/2022

Date

City of Edgar, Nebraska

DocuSigned by:

64332E70801440D...

Brad Brenfortter
Mayor

9/23/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

9/24/2022

Date

DS


9/7/2022

**Electronic Government Service Level Agreement
with
Village of Garland, 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 Garland, 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 Garland, Nebraska,
Village Chairperson
101 4th Street, PO Box 105
Garland, Nebraska 68360

Phone: (402) 588-2457

Email: villageofgarland@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:

BE27E149FB2B40E...

Brent Hoffman
General Manager

10/25/2022

Date

Village of Garland, Nebraska

DocuSigned by:

37C57A64E3FD430...

Marilyn Patsch
Village Chairperson

11/4/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

11/14/2022

Date

DS


**Electronic Government Service Level Agreement
with
City of Gothenburg, 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 Gothenburg, 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 Gothenburg, Nebraska,
Mayor
409 9th Street
Gothenburg, Nebraska 69138
Phone: (308) 537-3677
Email: mbussinger@cityofgothenburg.org

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

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

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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- 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:

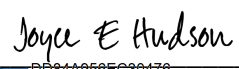
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Brent Hoffman
General Manager

11/17/2022

Date

City of Gothenburg, Nebraska

DocuSigned by:

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Joyce Hudson
Mayor

11/18/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

11/21/2022

Date

DS


11/17/2022

**Electronic Government Service Level Agreement
with
Village of Linwood, 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 Linwood, 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 Linwood, Nebraska,
Village Chairperson
P.O. Box 104, 253 Elm Street
Linwood, Nebraska 68036-0104

Phone: (402) 666-5336

Email: villageoflinwood@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

9/12/2022

Date

Village of Linwood, Nebraska

DocuSigned by:

10405B8B8CB343A...

Deb Johnson
Village Chairperson

9/13/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5400...

Secretary of State, Robert B Evnen
Chairperson

9/21/2022

Date

**Electronic Government Service Level Agreement
with
City of Oshkosh, 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 Oshkosh, 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:	City of Oshkosh, Nebraska, Mayor 305 West 1st Street - PO Box 166 Oshkosh, Nebraska 69154
Phone:	308-772-3686
Email:	ocityhall@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
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Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

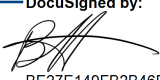
applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- 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

9/7/2022
Date

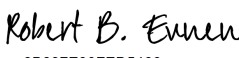
City of Oshkosh, Nebraska

DocuSigned by:

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Terry Davis
Mayor

9/7/2022
Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

9/8/2022
Date

**Electronic Government Service Level Agreement
with
City of Pierce, 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 Pierce, 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 Pierce, Nebraska, Mayor
106 South First Street
Pierce, Nebraska 68767
Phone: (402) 329-4873
Email: contactus@piercenebraska.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

9/7/2022

Date

City of Pierce, Nebraska

DocuSigned by:

B23BDB32896F4DE...

Tom Meyer
Mayor

9/13/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

9/13/2022

Date

DS


9/7/2022

**Electronic Government Service Level Agreement
with
City of Plainview, 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 Plainview, 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 Plainview, Nebraska, Mayor
209 West Locust
Plainview, Nebraska 68769
Phone: (402) 582-4928
Email: Info@CityofPlainviewNE.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

9/7/2022

Date

City of Plainview, Nebraska

DocuSigned by:

CF9321B15159421...

Brian Schlote
Mayor

9/8/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

3B837E90FED5466...

Secretary of State, Robert B Evnen
Chairperson

9/9/2022

Date

DS


9/7/2022

**Electronic Government Service Level Agreement
with
Village of Prague, 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 Prague, 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 Prague, Nebraska,
Village Chairperson
401 W. Center Avenue
Prague, Nebraska 69125

Phone: (402) 663-5235

Email: villageofprague@mntc.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:
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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.

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

- 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
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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:

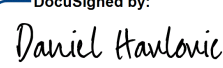
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Brent Hoffman
General Manager

11/17/2022

Date

Village of Prague, Nebraska

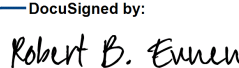
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Daniel Havlovic
Village Chairperson

11/17/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

11/17/2022

Date

DS


11/14/2022

**Electronic Government Service Level Agreement
with
Village of Ruskin, 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 Ruskin, 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 Ruskin, Nebraska,
Village Chairperson
P.O. Box 126,
Ruskin, Nebraska 68974-0126

Phone: (402) 226-3441

Email: ruskinvillage@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

9/12/2022

Date

Village of Ruskin, Nebraska

DocuSigned by:

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Nathan Brandt
Village Chairperson

10/13/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

10/13/2022

Date

DS


9/12/2022

**Electronic Government Service Level Agreement
with
Village of Wynot, 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 Wynot, 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 Wynot, Nebraska, Village Chairman
423 St. James Avenue
Wynot, Nebraska 68792
Phone: (402) 357-2298
Email: villageofwynot@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

9/27/2022

Date

Village of Wynot, Nebraska

DocuSigned by:

DF5C9523749A465...

Terry Pinkelman
Village Chairman

9/29/2022

Date

Nebraska State Records Board (NSRB)

DocuSigned by:

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Secretary of State, Robert B Evnen
Chairperson

9/29/2022

Date

DS


9/27/2022

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**

Denton, Village of	Addendum 1	11/14/2022
Garland, Village of	Addendum 1	11/14/2022
Hoskins, Village of	Addendum 1	10/26/2022
Oshkosh, City of	Addendum 1	09/08/2022

Summary
Nebraska State & Local Government
Blanket Addendum

Project: PayPort

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

Current Process:

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

Project Overview/Proposal:

New users since the last meeting include:

- Denton, Village of
- Garland, Village of
- Hoskins, Village of
- Oshkosh, City of

Market Potential/Target Audience:

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

Information on what the fee presented is based upon:

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

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

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

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

Expected rate of return over a period of time:

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

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

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

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

NI's risk in providing this application:

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

**Addendum One to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Village of Denton, 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 Denton, 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 Denton, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of Denton, 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: 9/23/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
9FB3B9F906F44D3...

Date: 11/9/2022

Village Chairman - John Juricek


Village of Denton, Nebraska

DocuSigned by:
By: 
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Date: 11/14/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

DS
 9/23/2022

**Addendum One to the
Electronic Government Service Level Agreement Between
NIC Nebraska,
Village of Garland, 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 Garland, 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 Garland, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	Village of Garland, 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

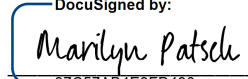
Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

DocuSigned by:
By: 
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Date: 10/25/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
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Date: 11/4/2022

Village Chairperson - Marilyn Patsch

Village of Garland, Nebraska

DocuSigned by:
By: 
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Date: 11/14/2022

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 Hoskins, 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 Hoskins, 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 Hoskins, Nebraska

Revenue Type: Instant Access

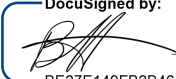
Implementation: 2022

Service	Village of Hoskins, 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)

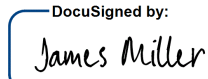
Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

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 By: _____
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Date: 10/25/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:

 By: _____
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Date: 10/26/2022

Village Chairperson – James Miller

Village of Hoskins, Nebraska

DocuSigned by:

 By: _____
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Date: 10/26/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

Project: Payport for City of Oshkosh, Nebraska

Revenue Type: Instant Access

Implementation: 2022

Service	City of Oshkosh, 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
- Not applicable

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

DocuSigned by:
By: 
BE27E149FB2B46E...

Date: 9/7/2022

General Manager – Brent Hoffman

Nebraska Interactive, LLC dba NIC Nebraska

DocuSigned by:
By: 
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Date: 9/7/2022

Mayor - Terry Davis

City of Oshkosh, Nebraska

DocuSigned by:
By: 
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Date: 9/8/2022

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

PROJECT STATUS REVIEW
COUNTY Q2 2022
September 29, 2022

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Adams Village	NLCC Renewal Local Set Up	09/16/2022	10/2022	Tier 3
1. Describe the project?	Online Local Liquor Renewal Service.			
2. What is the status of the project	We received the initial email and I believe can use the service.			
3. Was there any delay? If so why?	No delays.			
4. Will it be launched within the next 90 days?	It has already launched.			
clerk@villageofadamsne.com Called: Emailed: 11/09/2022 Response: 11/09/2022				

<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	11/2022	Tier 2
1. Describe the project?	New software to allow online permitting and inspections for our Permits and Inspections Building Department.			
2. What is the status of the project	We are in the process of setting up training for the last part of the software sometime in December.			
3. Was there any delay? If so, why?	Yes, one part of the software was overlooked and that is the training that will take place in December.			
4. Will it be launched within the next 90 days?	Yes.			
Theresa.martin@bellevue.net Mike Christensen/Theresa Martin Called: Emailed: 11/09/2022 Response: 11/16/2022				

<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	11/2022	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: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Colon Village	NLCC Renewal Local Set Up	08/16/2022	11/2022	Tier 3
1. Describe the project?	We would or could register for online payments for the one liquor license renewal we presently have.			
2. What is the status of the project				
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	The license will not renew again until October or 2023			
villageofcolon@yahoo.com Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Davenport Village	NLCC Renewal Local Set Up	08/16/2022	11/2022	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?				
davenportvillage@hotmail.com Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Davey Village	NLCC Renewal Local Set Up	09/06/2022	11/2022	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?				
villageofdavey@windstream.net Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Denton Village	PayPort	09/20/2022	11/2022	Tier 3
1. Describe the project?				
2. What is the status of the project				
3. Was there any delay? If so, why?	We are a little behind because of my schedule in the office.			
4. Will it be launched within the next 90 days?	We have scheduled a launch for equipment for the 28 th .			
dentonclerk@gmail.com Called: Emailed: 11/09/2022- 11/22/2022 Response: 11/23/2022				

<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	11/2022	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?				
lukastr@yahoo.com Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Garland Village	PayPort	10/14/2022	11/2022	Tier 3
1. Describe the project?	We are going to start offering online bill pay for water/sewer bills.			
2. What is the status of the project	The agreements are now completed with signatures. The credit card reader is being mailed to me and when it is received then we will discuss a date for training.			
3. Was there any delay? If so, why?	There have been no delays.			
4. Will it be launched within the next 90 days?	I believe it will.			
villageofgarland@gmail.com Called: Emailed: 11/09/2022 Response: 11/14/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Gothenburg City	NLCC Renewal Local Set Up	09/06/2022	11/2022	Tier 3
1. Describe the project?	NLCC Online local fee signup/update			
2. What is the status of the project	We completed the NLCC online local fee signup/update. I believe they will reach out to set up account.			
3. Was there any delay? If so, why?	I'm not aware of any delays but this project is out a 1 -1 ½ years.			
4. Will it be launched within the next 90 days?	Nothing has been done but stated it may be a 1 ½ years.			
mbusinger@cityofgothenburg.org Called: Emailed: 11/09/2022 Response: 11/09/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Hoskin Village	PayPort	10/18/2022	11/2022	Tier 3
1. Describe the project?	Started a link on our website for people to pay rent for our Community Building.			
2. What is the status of the project	Complete.			
3. Was there any delay? If so, why?	No delay, Freddy was awesome!			
4. Will it be launched within the next 90 days?	Already working			
Hoskins@ptcnet.net Called: Emailed: 11/09/2022 Response: 11/09/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Marquette Village	PayPort	10/18/2022	11/2022	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?				
villofmarquette@hamilton.net Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Prague Village	NLCC Renewal Local Set Up	09/06/2022	11/2022	Tier 3
1. Describe the project?				
2. What is the status of the project	In August I submitted the paperwork/form to NLCC to begin online renewals for Liquor Licenses and haven't heard anything back.			
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
villageofprague@nntc.net Called: Emailed: 11/09/2022 Response: 11/09/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Ruskin Village	NLCC Renewal Local Set Up	08/16/2022	10/2022	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?				
ruskinvillage@hotmail.com Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Seward City	NLCC Renewal Local Set Up	09/16/2022	11/2022	Tier 3
1. Describe the project?	We are signing up to allow online liquor license renewal services.			
2. What is the status of the project	We are gathering necessary City signatures to documents provided by the state.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Derek.bargmann@cityofsewardne.gov Called: Emailed: 11/09/2022- 11/22/2022 Response: 11/23/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Sterling Village	NLCC Renewal Local Set Up	09/06/2022	11/2022	Tier 3
1. Describe the project?	Setting up online payment system for liquor license renewals.			
2. What is the status of the project	In process of setting up.			
3. Was there any delay? If so, why?	No.			
4. Will it be launched within the next 90 days?	Unsure but assuming so.			
Village.sterling@gmail.com Called: Emailed: 11/09/2022- 11/22/2022 Response: 11/22/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Sutherland Village	NLCC Renewal Local Set Up	09/06/2022	11/2022	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?				
clerkvos@gpcom.net Called: Emailed: 11/09/2022- 11/22/2022 Response:				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Wauneta Village	NLCC Renewal Local Set Up	09/06/2022	11/2022	Tier 3
1. Describe the project?	NLCC Online Local Fee Sign up.			
2. What is the status of the project	Submitted request/application to NLCC on 8/25/202, have not heard anything back yet.			
3. Was there any delay? If so, why?				
4. Will it be launched within the next 90 days?				
waunetacity@bwtelcom.net Called: Emailed: 11/09/2022 Response:				

PROJECT STATUS REVIEW
(STATE) Q3 2022
December 13, 2022

<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	11/2022	Tier 3
1. Describe the project?	An upgrade to the Trial Court eFiling Service Return portal, to allow users to be able to electronically submit Amended Returns to the courts in addition to the standard Return documentation that is currently available.			
2. What is the status of the project	The project is currently in development by Nebraska Interactive. Features are working their way through the development process but have not been returned to us for testing yet.			
3. Was there any delay? If so, why?	Development of the project has certainly proceeded slowly but has been continuous. Developers on the project have been called away for higher priority issues regularly.			
4. Will it be launched within the next 90 days?	Unable to say for certain, once the project has moved out of development and into testing by the AOC, we could provide a better answer. But it is certainly possible to have the project launched in the next 90 days.			
Sherri Dennis/Chad Cornelius Called: Emailed: 11/09/2022 Response: 11/09/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est. Month Completion</u>	<u>Priority Status</u>
Land Surveyors, Board of Examiners	Land Surveyor Registration Renewal (AE)	10/12/2022	11/2022	Tier 2
1. Describe the project?	This project was to create an online land surveyor registration renewal system for all land surveyors registered to practice in the state of Nebraska. Originally the project was to integrate our database of existing data for all registrants; however, this part of the project was shelved and a simpler solution was enacted.			
2. What is the status of the project	The renewal system is active and being used currently. We plan to explore a data integration solution after this year's renewal process is done.			
3. Was there any delay? If so, why?	The renewal system needed to be active on November 1, 2022 and the solutions we are using met that deadline.			
4. Will it be launched within the next 90 days?	The system launched on November 1, 2022.			
Casey Sherlock Called: Emailed: 11/09/2022- 11/22/2022 Response: 11/28/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
State Patrol	NSP Project (MCDV)	09/29/2021	11/2022	Tier 3
1. Describe the project?	The MCDV project is an automated system that reports misdemeanor crime of domestic violence convictions to the federal database, the National Instant Criminal Background Check System (NICS), directly from the convicting court. This will ensure this firearm prohibiting information is available nationwide for firearm eligibility background checks.			
2. What is the status of the project	In progress – the Nebraska State Patrol is currently testing and providing feedback to NIC for bug resolution.			
3. Was there any delay? If so, why?	Yes, there was a significant delay on the Nebraska State Patrol side from February to May 2022 as we were changing the funding model for this project through the NICS Act Record Improvement Program (NARIP) grant, which had to be approved by the Department of Justice.			
4. Will it be launched within the next 90 days?	We are very optimistic we will be launching the bug resolution fixes to production within the next 90 days. Once testing is signed off on by the intended user, we should have a more exact timeline for launch.			
Jeff Avey/Kelsey Remmers Called: Emailed: 11/09/2022 Response: 11/10/2022				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Est Month Completion</u>	<u>Priority Status</u>
Transportation, Department of	NDOT County and City Street Superintendent Licenses Payment CCP ONLY	04/05/2021	10/2022	Tier 3
1. Describe the project?	Automating the license renewals every 3 years for City and County Superintendents. Payment can now be completed through NIC.			
2. What is the status of the project	Renewals for this year are now automated as well as the NIC payment process.			
3. Was there any delay? If so, why?	No delay on Phase 1 which was in production early October for this year's renewal timeframe. As this is an agile project other phases will be moved to production as approved by the business. No other phase will involve NIC development.			
4. Will it be launched within the next 90 days?	The next phase will be deployed within the next 90 days.			
Cindy Olsen/Dave Tyser Called: Emailed: 11/09/2022 Response: 11/09/2022				

TITLE 431 - STATE RECORDS BOARD

Chapter 1 - STATE RECORDS BOARD MEETINGS

001. MEETINGS. The State Records Board will convene upon call by the Administrator. Meetings will be called at least quarterly unless there is no business for consideration by the State Records Board.

TITLE 431 - STATE RECORDS BOARD

Chapter 2 - PRACTICE AND PROCEDURE OF THE STATE RECORDS BOARD

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

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

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

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

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

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

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

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

NIC 2022 Grails Progress Report

	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*	Sep-22	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
Active									
7	In Development	AOC Appellate Courts eFiling System	Administrative Office of the Courts	22-Apr	22-Nov*	Jun-22	04/11/22		Medium
8	In Development	NBC Brand Inspection & Database System	Nebraska Brand Committee	22-Jul	22-Dec		07/19/22		High
9	In Development	NSP Criminal History Request System	Nebraska State Patrol	22-Sep*	22-Dec*	Sep-22	8/11/2022		Low
10	In Development	SOS Corporate Document eDelivery System	Secretary of State	22-Oct*	22-Dec*	Sep-22	10/3/2022		Medium
11	Queued for Development	DMV OTC Payment Engine System	Department of Motor Vehicles	22-Nov*	23-Mar*	Sep-22			Medium
12		AOC Trial Court eFiling System	Administrative Office of the Courts	22-Nov*	23-Mar*	Dec-22			High
13		AOC ePayments System	Administrative Office of the Courts	22-Dec*	23-Mar*	Dec-22			Medium
14		NDR Tax Payment Plan System	Nebraska Department of Revenue	22-Dec*	23-Mar*	Dec-22			High
15		NSP Appointment Calendar System	Nebraska State Patrol	22-Dec*	23-Mar*	Dec-22			Medium
16		NSP CHP - Concealed Handgun Renewal & Replacement Permit System	Nebraska State Patrol	22-Dec*	23-Mar*	Dec-22			Low
17		NDA Measuring Device Registration System	Nebraska Department of Agriculture	22-Dec*	23-Mar*	Dec-22			Low
18		NDA Feed, Fertilizer and Liming Tonnage Report System	Nebraska Department of Agriculture	22-Dec*	23-Mar*	Dec-22			Medium
19		WCC eFiling	Workers Compensation Court	23-Jan*	23-Mar*	Dec-22			Medium
20		NDA Nursery License Fees System	Nebraska Department of Agriculture	23-Feb*	23-Jun*	Mar-23			Medium
21		DMV Certified Driver Record (CDR) System	Department of Motor Vehicles	23-Feb*	23-Jun*	Mar-23			Low
22		SFM Fireworks Licensing, Permit & Search Suite	State Fire Marshal	23-Mar*	23-Jun*	Mar-23			Medium
23		AOC Appellate Courts ePublications System	Administrative Office of the Courts	23-Mar*	23-Jun*	Dec-22			Medium
24		DMV Handicap Permits	Department of Motor Vehicles	23-Apr*	23-Sep*	Jun-23			Medium
25		DMV SR 22/26 Single Submit System	Department of Motor Vehicles	23-Apr*	23-Sep*	Jun-23			Medium
26		DMV Student Driver Safety Waiver System	Department of Motor Vehicles	23-Apr*	23-Sep				Medium
27		PSC Auto Dialer Scripts System	Public Service Commission	23-May*	23-Sep*	Jun-23			Low
28		PSC Remittance System	Public Service Commission	23-May*	23-Sep				Medium
29		MVILB Dealer System	Motor Vehicle Industry Licensing Board	23-Jun*	23-Sep				Medium
30		NDA Farmers' Market Nutritional System	Nebraska Department of Agriculture	23-Jun*	23-Sep				Medium
31		NSP Misdemeanor Crime of Domestic Violence (MCDV) System	Nebraska State Patrol	TBD	TBD				Medium
32		DHHS Professional License Monitoring System	Department of Health & Human Services	TBD	TBD				Low
Migration to AppEngine or Application Rewrite									
33		NDCS Federal Surplus Property System	Nebraska Department of Correctional Services	Aug-22	Dec-22				High
34	Partner Testing	AOC Courts Juror Form System	Administrative Office of the Courts	6/22/2022*	22-Nov*	Dec-22			Low
35		E&A Architect and Engineer Comity (Reciprocity) System	Engineers and Architects	Aug-22	Dec-22				High
36		SED Electrician License System	State Electrical Division	Aug-22	Dec-22				High
37	Partner Testing	NDA Annual/Semi Annual Reporting of Commodity System	Nebraska Department of Agriculture	22-Jun	22-Nov*	Sep-22			High
38	In Development	NDA Quarterly Reporting of Commodity System	Nebraska Department of Agriculture	22-Jun	22-Nov*	Sep-22			High
Applications Not Planned For Upgrade									
39		NLCC Beer Wholesaler Reporting System	Nebraska Liquor Control Commission						Medium
40		DOI Medical Malpractice System	Department of Insurance						High
41		NLCC Beer, Wine & Spirit Manufacturing Reporting System	Nebraska Liquor Control Commission						High
42		NDA Monthly Reporting of Commodity System	Nebraska Department of Agriculture						Low
Date Last Revised: 11/08/2022									

NIC 2022 Drupal 9 Progress Report

Priority	Project Status	Website	Partner Name	Estimated Start MM/YY	Estimated Month Completed	Original Est. Month of Completion	Actual Project Begin Date	Actual Project Launch Date	Complexity
In Development									
1	Dev Phase 4: Content Migration	Nebraska Interactive Meadowlark Website	Nebraska Interactive	22-May	22-Dec	22-Jun	05/02/22		Low
2	Dev Phase 4: Content Migration	Nebraska Interactive Website	Nebraska Interactive	22-May	22-Dec	22-Jun	05/18/22		Low
3	Dev Phase 4: Content Migration	Arthur County	Arthur County	22-May	22-Dec	22-Jun	05/18/22		Low
4	Dev Phase 4: Content Migration	Antelope County	Antelope County	22-May	22-Dec	22-Jun	05/18/22		Low
5	Dev Phase 4: Content Migration	Natural Resources Commission	Natural Resources Commission	22-Jun	22-Dec	22-Jun	06/06/22		Low
6	Dev Phase 4: Content Migration	Loup County	Loup County	22-Jun	22-Dec	22-Jun	06/07/22		Low
7	Dev Phase 4: Content Migration	Sherman County	Sherman County	22-Jun	22-Dec	22-Jun	06/10/22		Low
8	Dev Phase 4: Content Migration	Blaine County	Blaine County	22-Jun	22-Dec	22-Jun	06/06/22		Low
9	Dev Phase 4: Content Migration	Stanton County	Stanton County	22-Jun	22-Dec	22-Jun	06/10/22		Low
10	Dev Phase 4: Content Migration	Chase County	Chase County	22-Jun	22-Dec	22-Jun	06/10/22		Low
11	Dev Phase 3: Modules Upgrade	Jefferson County	Jefferson County	22-Jun	23-Mar	22-Sep	06/30/22		Low
12	Dev Phase 3: Modules Upgrade	Holt County	Holt County	22-Jul	23-Mar	22-Sep	06/30/22		Low
13	Dev Phase 3: Modules Upgrade	Bazile Groundwater Management Area	Bazile Groundwater Management Area	22-Jul	23-Mar	22-Sep	07/18/22		Low
14	Dev Phase 3: Modules Upgrade	Dodge County	Dodge County	22-Jul	23-Mar	22-Sep	07/18/22		Low
15	Dev Phase 3: Modules Upgrade	Polk County	Polk County	22-Jul	23-Mar	22-Sep	07/18/22		Low
16	Dev Phase 3: Modules Upgrade	Abstracters Board of Examiners	Abstracters Board of Examiners	22-Jul	23-Mar	22-Sep	07/18/22		Low
17	Dev Phase 3: Modules Upgrade	Nebraska Board of Pardons	Nebraska Board of Pardons	22-Aug	23-Mar	22-Sep	07/25/22		Low
18	Dev Phase 3: Modules Upgrade	Nebraska State Board of Landscape Architects	Nebraska State Board of Landscape Architects	22-Aug	23-Mar	22-Sep	07/25/22		Low
19	Dev Phase 3: Modules Upgrade	Nebraska Board of Geology	Nebraska Board of Geology	22-Aug	23-Mar	22-Sep	07/25/22		Low
20	Dev Phase 3: Modules Upgrade	Engineers and Architects	Engineers and Architects	22-Aug	23-Mar	22-Sep	07/25/22		Low
21	Dev Phase 3: Modules Upgrade	Professional Practices Commission	Professional Practices Commission	22-Aug	23-Mar	22-Sep	08/04/22		Low
22	Dev Phase 3: Modules Upgrade	Nebraska State Records Board	Nebraska State Records Board	22-Sep	23-Mar	22-Sep	8/10/2022		Low
23	Dev Phase 3: Modules Upgrade	City of Lyons	City of Lyons	22-Sep	23-Mar	22-Sep	8/12/2022		Low
24	Dev Phase 3: Modules Upgrade	Coordinating Commission for Postsecondary Education	Coordinating Commission for Postsecondary Education	22-Sep	23-Mar	22-Sep	8/23/2022		Low
25	Dev Phase 3: Modules Upgrade	Nebraska Commission of Industrial Relations	Nebraska Commission of Industrial Relations	22-Sep	23-Jun	22-Dec	8/25/2022		Low
26	Dev Phase 3: Modules Upgrade	Lieutenant Governor	Lieutenant Governor	22-Oct	23-Jun	22-Dec	8/25/2022		Low
27	Dev Phase 3: Modules Upgrade	Nebraska Dry Bean Commission	Nebraska Dry Bean Commission	22-Oct	23-Jun	22-Dec	8/29/2022		Medium
28	Dev Phase 3: Modules Upgrade	Nebraska Investment Council	Nebraska Investment Council	22-Oct	23-Jun	22-Dec	9/13/2022		Medium
29	Dev Phase 3: Modules Upgrade	Village of Walthill	Village of Walthill	22-Oct	23-Jun	22-Dec	9/13/2022		Medium
30	Dev Phase 3: Modules Upgrade	Nebraska Center for Nursing	Nebraska Center for Nursing	22-Nov	23-Jun	22-Dec	9/14/2022		Medium
31	Dev Phase 3: Modules Upgrade	Nebraska Commission for the Deaf and Hard of Hearing	Nebraska Commission for the Deaf and Hard of Hearing	22-Nov	23-Jun	22-Dec	9/14/2022		Medium
32	Dev Phase 3: Modules Upgrade	Nebraska Commission for the Blind and Visually Impaired	Nebraska Commission for the Blind and Visually Impaired	22-Nov	23-Jun	22-Dec	9/19/2022		Medium
33	Dev Phase 3: Modules Upgrade	Lewis & Clark Natural Resource District	Lewis & Clark Natural Resource District	22-Dec	23-Jun	22-Dec	9/20/2022		Medium
34	Dev Phase 3: Modules Upgrade	State of Nebraska Board of Parole	State of Nebraska Board of Parole	22-Dec	23-Jun	22-Dec	9/20/2022		Medium
35	Dev Phase 3: Modules Upgrade	Nebraska Board of Public Accountancy	Nebraska Board of Public Accountancy	22-Dec	23-Jun	23-Mar	9/21/2022		Medium
36	Dev Phase 3: Modules Upgrade	Nebraska Power Review Board	Nebraska Power Review Board	23-Jan	23-Jun	23-Mar	9/21/2022		Medium
37	Dev Phase 3: Modules Upgrade	Nebraska Athletic Commission	Nebraska Athletic Commission	23-Jan	23-Jun	23-Mar	9/21/2022		Medium
38	Dev Phase 3: Modules Upgrade	Nebraska Brain Injury Advisory Council	Nebraska Brain Injury Advisory Council	23-Jan	23-Jun	23-Mar	9/22/2022		Medium
39	Dev Phase 3: Modules Upgrade	Nebraska State Electrical Division	Nebraska State Electrical Division	23-Feb	23-Jun	23-Mar	9/22/2022		Medium
40	Dev Phase 3: Modules Upgrade	Nebraska State Fire Marshal	Nebraska State Fire Marshal	23-Feb	23-Sep	23-Mar	9/22/2022		Medium
41	Dev Phase 3: Modules Upgrade	Nebraska Brand Committee	Nebraska Brand Committee	23-Feb	23-Sep	23-Mar	9/23/2022		Medium
42	Dev Phase 3: Modules Upgrade	Liquor Control Commission	Liquor Control Commission	23-Mar	23-Sep	23-Mar	9/23/2022		Medium
43	Dev Phase 3: Modules Upgrade	Crime Commission	Crime Commission	23-Mar	23-Sep	23-Jun	9/23/2022		Medium
44	Dev Phase 3: Modules Upgrade	Nebraska Accountability and Disclosure Commission	Nebraska Accountability and Disclosure Commission	23-Mar	23-Sep	23-Jun	9/26/2022		Medium
45	Dev Phase 3: Modules Upgrade	Nebraska Department of Revenue	Nebraska Department of Revenue	23-Apr	23-Sep	23-Jun	9/26/2022		High
46	Dev Phase 3: Modules Upgrade	Nebraska Department of Insurance	Nebraska Department of Insurance	23-Apr	23-Sep	23-Jun	9/26/2022		High
47	Dev Phase 3: Modules Upgrade	Assistive Technology Partnership	Assistive Technology Partnership	23-May	23-Sep	23-Jun	9/27/2022		High
48	Dev Phase 3: Modules Upgrade	Nebraska Department of Banking and Finance	Nebraska Department of Banking and Finance	23-May	23-Sep	23-Jun	9/27/2022		High
49	Dev Phase 3: Modules Upgrade	Nebraska Public Service Commission	Nebraska Public Service Commission	23-Jun	23-Sep	23-Jun	9/27/2022		High
50	Dev Phase 3: Modules Upgrade	Tax Equalization and Review Commission	Tax Equalization and Review Commission	23-Jun	23-Sep	23-Jun	9/27/2022		High
51	Dev Phase 3: Modules Upgrade	Governor Pete Ricketts	Governor Pete Ricketts	23-Jul	23-Sep	23-Aug	9/28/2022		High
52	Dev Phase 3: Modules Upgrade	Nebraska One Stop Portal	Governor Pete Ricketts	23-Jul	23-Sep	23-Aug	9/28/2022		High
53	Dev Phase 3: Modules Upgrade	Nebraska Attorney General's Office	Nebraska Attorney General's Office	23-Aug	23-Sep	23-Aug	9/28/2022		High
54	Dev Phase 3: Modules Upgrade	Protect the Good Life	Nebraska Attorney General's Office	23-Aug	23-Sep	23-Aug	9/28/2022		High
55	Dev Phase 3: Modules Upgrade	Nebraska Secretary of State	Nebraska Secretary of State	23-Sep	23-Sep	24-Mar	9/28/2022		Very High
56	Dev Phase 3: Modules Upgrade	Nebraska Department of Natural Resources	Nebraska Department of Natural Resources	23-Dec	23-Dec	23-Dec	9/29/2022		Very High
57	Dev Phase 3: Modules Upgrade	Department of Motor Vehicles	Department of Motor Vehicles	24-Jan	24-Mar	24-Mar	9/29/2022		Very High
58	Dev Phase 3: Modules Upgrade	Department of Veterans' Affairs	Department of Veterans' Affairs	24-Feb	24-Mar	24-Mar	9/29/2022		Very High
59	Dev Phase 3: Modules Upgrade	Department of Veterans' Affairs World War I Commemoration	Department of Veterans' Affairs	24-Feb	24-Mar	24-Mar	9/29/2022		Medium
Canceled									
60	Canceled	History Nebraska	History Nebraska						Very High
61	Canceled	Nebraska Emergency Management Agency	Nebraska Emergency Management Agency						Very High
62	Canceled	Nebraska Dose of Reality	Nebraska Attorney General's Office						High
Date Last Revised: 11/10/2022									

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.



NIC Nebraska Business Plan

Brent Hoffman, General Manager

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I. STATE OF THE ENTERPRISE

CONTRACTUAL FACTOIDS

Original Contract Start Date	01 Feb 1994
Current Contract Start Date	01 Apr 2019
Number of Potential Renewals and Number of Potential Years	One Two Years
Current Contract End Date	31 Mar 2024

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) <i>based on 2022 forecasted Oct-Dec</i>
NSRB Revenue	\$1,824,178	7%
Merchant and Data Processing	\$3,091,782	8%
General & Administrative	\$141,300	9%
IT Development	\$4,084,099	48%
Compliance	\$30,175	32%
Marketing and Advertising	\$143,621	8%
Operating Expenses	\$667,361	-69%
Total Expenses	\$9,982,517	24%

***Corporate allocations are not included and will be determined upon final approval by Tyler Jan. 2023.



II. EXECUTIVE SUMMARY

Despite the resource degradation due to the unprecedented sunseting 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.

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. In 2022, we provided the NSRB with short and long terms funding solutions to evaluate in choosing a future direction for the portal.

2022 had significant technical infrastructure upgrades that may continue into 2023. CentOS 8, Drupal, and Grails are all in progress, and a completed date will be determined in Q4 2022. 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 resource availability due to the 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 that would affect these functions due to the Tyler Technologies acquisition.

Online Payment Functions

Our Transaction Payment Engine (TPE) will continue to be the backbone of our online payments with Tyler. We anticipate new features and improvements, such as Gov2Go mobile payments, to enhance the user's 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	



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
Paylt	Payment Services
FAST Enterprises	Enterprise Licensing Platform
Kelly Solutions	Enterprise Licensing Platform
Dude Solutions	Enterprise Licensing Platform
iGov Solutions +	Enterprise Permitting & Licensing, State Regulatory
ACI Payments (formerly Official Payments)	Payment Services



Title	Product
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

- Jay Sloan - Director of Marketing & Operations
- Brent Hoffman - General Manager
- 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.
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 Klausing - 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 Alhoussein - Developer	2	3	1	2	2
Curtis Mackie - Developer	5	4	3	5	3
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



Employee	Security	Software	Systems	Programming	Testing
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
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



Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
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
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



Employee	Management	Leadership	Stakeholder Management	Customer Service	Marketing	Presentation
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 Development Manager	2	3	3	5	2	4
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's partnerships with the Department of Homeland Security, the Federal Bureau of Investigation, and other federal and state organizations allow NIC to monitor and defend our systems proactively. 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 communication cadence. Tyler's centralized incident response team has forensics, incident response, and reverse engineering malware expertise. 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 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 data centers 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.
- 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 application's lifetime. 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 must build on the progress to increase the 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 on moving applications to a NIC Platform or eliminating the service in cooperation. 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 the two systems. We are in the process of adding 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 production.



Drupal Site Migration	NIC's primary website platform Drupal will soon end all support to it's current version Drupal 7. 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 using technology, with the goal of increasing the number of transactions. Tyler's investments in NIC platforms bring value and cost savings to the State and Local Governments. Platforms consolidate websites, create dynamic forms, and manage agency 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.
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. The CFT was designed to capture and track these elements occurring across multiple tenants simultaneously.
DHHS Vital Records	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.



Enterprise Licensing Platform	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.
Tyler Enterprise Data Platform	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.



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 comprises more than 160 knowledgeable marketing professionals with 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, and 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. NIC Nebraska will continue collaborating 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.



Project Priority Report (December 13, 2022 - NSRB Meeting)

Project In Progress (Revised 11/7/2022)							
Number	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)	
1	Adams Village	Adams Village NLCC Renewal Local Set Up	09/16/22	Oct-22	Tier 3	10/27/2022	
2	Administrative Office of the Courts	AOC Amended Service Return	09/01/22	Nov-22	Tier 3		
3	Bellevue City	Bellevue City Permits and Inspections	05/26/21	Nov-22*	Tier 2		
4	Broadwater Village	Broadwater Village NLCC Renewal Local Set Up	08/16/22	Nov-22	Tier 3		
5	Colon Village	Colon Village NLCC Renewal Local Set Up	08/16/22	Nov-22	Tier 3		
6	Davenport Village	Davenport Village NLCC Renewal Local Set Up	08/16/22	Nov-22	Tier 3		
7	Davey Village	Davey Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
8	Denton Village	Denton Village PayPort	09/20/22	Nov-22	Tier 3		
9	Farwell Village	Farwell Village NLCC Renewal Local Set Up	09/16/22	Nov-22	Tier 3		
10	Garland Village	Garland Village PayPort	10/14/22	Nov-22	Tier 3		
11	Gothenburg City	Gothenburg City NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
12	Hoskins Village	Hoskins Village PayPort	10/18/22	Nov-22	Tier 3		
13	Marquette Village	Marquette Village PayPort	10/18/22	Nov-22	Tier 3		
14	Nebraska Board of Examiners for Land Surveyors	NBELS Land Surveyor Registration Renewal (AE)	10/12/22	Nov-22	Tier 2	11/1/2022	
15	Nebraska Department of Transportation	NDOT County and City Street Superintendent Licenses Payment CCP ONL	04/05/21	Oct-22	Tier 3	10/7/2022	
16	Nebraska State Patrol	NSP Project (MCDV)	09/29/21	Nov-22	Tier 3		
17	Prague Village	Prague Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
18	Ruskin Village	Ruskin Village NLCC Renewal Local Set Up	08/16/22	Oct-22	Tier 3	10/27/2022	
19	Seward City	Seward City NLCC Renewal Local Set Up	09/16/22	Nov-22	Tier 3		
20	Sterling Village	Sterling Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
21	Sutherland Village	Sutherland Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
22	Wauneta Village	Wauneta Village NLCC Renewal Local Set Up	09/06/22	Nov-22	Tier 3		
Project Completed in Quarter 3 2022							
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)	
23	Administrative Office of the Courts	AOC Trial eFiling Non-Case Filing	01/17/22	Aug-22*	Tier 1	8/1/2022	
24	Administrative Office of the Courts	AOC JV Case Web Service update	05/16/22	Jul-22	Tier 2	7/6/2022	
25	Administrative Office of the Courts	AOC Trial Court DCN update	07/08/22	Aug-22	Tier 3	08/01/22	
26	Ainsworth City	Ainsworth City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
27	Bassett City	Bassett City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
28	Beaver Crossing Village	Beaver Crossing Village NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
29	Benkelman City	Benkelman City NLCC Renewal Local Set Up	08/08/22	Aug-22	Tier 3	08/10/22	
30	Blue Hill City	Blue Hill City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
31	Brown County Clerk 75	Brown County Clerk NLCC Renewal Local Set Up	08/16/22	Sep-22	Tier 3	09/28/22	
32	Butte Village	Butte Village NLCC Renewal Local Set Up	08/16/22	Aug-22	Tier 3	08/31/22	
33	Cass County 20	Cass County Zoning Permits (CCP ONLY)	08/03/21	Jul-22*	Tier 2	7/12/2022	
34	Cortland Village	Cortland Village PayPort	05/18/22	Jul-22	Tier 2	7/6/2022	
35	Crawford City	Crawford City NLCC Renewal Local Set Up	09/06/22	Sep-22	Tier 3	09/13/22	
36	Crete City	Crete City NLCC Renewal Local Set Up	08/05/22	Aug-22	Tier 3	08/09/22	
37	Decatur Village	Decatur Village NLCC Renewal Local Set Up	08/17/22	Sep-22	Tier 3	09/28/22	
38	Department of Insurance	DOI Payment Portal (AE)	01/03/22	Sep-22*	Tier 2	9/29/2022	
39	Department of Motor Vehicles	DMV DLS Data Forms	03/18/17	Jul-22*	Tier 2	7/20/2022	
40	Department of Motor Vehicles	DMV 24/7 Permit (SPP)	04/15/22	Jul-22	Tier 2	7/1/2022	
41	Dodge County Clerk 05	Dodge County Clerk NLCC Renewal Local Set Up	08/16/22	Aug-22	Tier 3	08/31/22	
42	Eagle Village	Eagle Village NLCC Renewal Local Set Up	09/13/22	Sep-22	Tier 3	09/13/22	
43	Edgar City	Edgar City NLCC Renewal Local Set Up	08/16/22	Sep-22	Tier 3	09/20/22	
44	Friend City	Friend City PayPort	06/08/22	Jul-22	Tier 2	07/13/22	
45	Friend City	Friend City Utility Payment (AE)	07/18/22	Aug-22	Tier 2	08/10/22	
46	Friend City	Friend City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
47	Hebron City	Hebron City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
48	Hickman City	Hickman City NLCC Renewal Local Set Up	08/15/22	Aug-22	Tier 3	08/16/22	
49	Hoskins Village	Hoskins Village NLCC Renewal Local Set Up	06/15/22	Aug-22	Tier 3	08/31/22	
50	Indianola City	Indianola City NLCC Renewal Local Set Up	08/30/22	Sep-22	Tier 3	09/07/22	
51	Kimball County 71	Kimball County Transit Services PayPort	06/15/22	Aug-22	Tier 2	08/29/22	
52	Lincoln County Treasurer 15	Lincoln County Treasurer PayPort	05/12/22	Jul-22	Tier 2	7/14/2022	
53	Linwood Village	Linwood Village NLCC Renewal Local Set Up	08/17/22	Sep-22	Tier 3	09/28/22	
54	Lyons City	Lyons City NLCC Renewal Local Set Up	08/09/22	Aug-22	Tier 3	08/10/22	
55	McGrew Village	McGrew Village NLCC Renewal Local Set Up	08/16/22	Aug-22	Tier 3	08/16/22	
56	Nebraska Accountability and Disclosure Commissior	NADC Website Redesign	01/03/22	Apr-22	Tier 2	07/12/22	
57	Nebraska Department of Agriculture	NDA Mobile Inspection Payments PayPort	08/18/22	Sep-22	Tier 2	09/15/22	
58	Nebraska Department of Banking & Finance	NDBF Contact Survey (AE)	08/17/22	Sep-22	Tier 3	09/12/22	
59	Nebraska State Patrol	NSP Apt Calendar Add Fee for Childcare Residential Facility	09/13/22	Oct-22	Tier 1	09/30/22	
60	Nebraska Volunteer Service Commission (ServeNebraska)	Nebraska Volunteer Service Commission (ServeNebraska) Event Registratio	07/28/22	Aug-22	Tier 3	08/31/22	
61	Neligh City	Neligh City NLCC Renewal Local Set Up	09/06/22	Sep-22	Tier 3	09/21/22	
62	Oshkosh City	Oshkosh City PayPort	08/31/22	Sep-22	Tier 2	09/22/22	
63	Palmyra Village	Palmyra Village NLCC Renewal Local Set Up	08/08/22	Aug-22	Tier 3	08/10/22	
64	Pierce City	Pierce City NLCC Renewal Local Set Up	08/16/22	Sep-22	Tier 3	09/20/22	
65	Plainview City	Plainview City NLCC Renewal Local Set Up	08/16/22	Sep-22	Tier 3	09/20/22	
66	Scribner City	Scribner City NLCC Renewal Local Set Up	08/15/22	Aug-22	Tier 3	08/16/22	
67	Silver Creek Village	Silver Creek Village NLCC Renewal Local Set Up	09/13/22	Sep-22	Tier 3	09/13/22	
68	Spencer Village	Spencer Village NLCC Renewal Local Set Up	08/16/22	Aug-22	Tier 3	08/16/22	
69	St. Paul City	St. Paul City NLCC Renewal Local Set Up	08/30/22	Sep-22	Tier 3	08/31/22	

70	Stanton City	Stanton City NLCC Renewal Local Set Up	08/15/22	Aug-22	Tier 3	08/16/22
71	State Electrical Division	SED Electrical Exam Disbursement Changes	06/01/22	Jul-22	Tier 2	7/1/2022
72	State Electrical Division	SED Apprentice Electrician Licenses Disbursement Change:	06/01/22	Jul-22	Tier 2	7/1/2022
73	State Electrical Division	SED Electrical Licenses Renewal Disbursement Change:	06/01/22	Jul-22	Tier 2	07/01/22
74	State Electrical Division	SED Electrical List Disbursement Changes	06/01/22	Jul-22	Tier 2	7/1/2022
75	Syracuse City	Syracuse City NLCC Renewal Local Set Up	08/30/22	Sep-22	Tier 3	09/07/22
76	Upper Republican Natural Resources District	Upper Republican Natural Resources District PayPort	08/18/22	Sep-22	Tier 2	09/14/22
77	Wakefield City	Wakefield City NLCC Renewal Local Set Up	08/31/22	Sep-22	Tier 3	09/07/22
78	Wolbach Village	Wolbach Village PayPort	05/18/22	Jul-22	Tier 2	07/29/22
Projects Deferred or Paused by Partner						
Column1	Partner Name	Project Name	Start Date	Est. Month Completion	New Priority Status	End Date (Actual)
79	Administrative Office of the Courts	AOC Trial eFiling eService	01/03/22	Aug-22*	Tier 1	

General Manager's Report

July 1st - September 30th
Quarter 3 2022

Executive Summary

While we continue progressing toward our technical infrastructure project, NIC Nebraska is also bringing value and cost reduction to our state, local, and county partners. In Q3 of 2022, NIC Nebraska delivered several new online services and launched significant enhancements.

In collaboration with the Nebraska Department of Motor Vehicles (DMV) and another 3rd party vendor, NIC NE built and launched new online forms and an appointment calendar system. While the system creates significant efficiencies for Nebraska residents, the service has proven even more efficient for the DMV. When citizens navigate the new appointment system, they are prompted several times to consider using the DMV's online services. NIC NE can track how many citizens redirect and complete their service online. In Q3, over 4,500 citizens chose to redirect to the DMV's online services rather than set an in-person appointment. 1,515 citizens completed their services right then and there. **Based on an average duration of an in-person appointment, NIC NE can estimate that the enhancement saved the DMV 18.85 weeks in in-office avoidance in Q3 alone. This would result in 75-week time savings annually.**

NIC NE has maintained the state liquor licenses online renewal system on behalf of the Nebraska Liquor Control Commission (LCC) for several years. When a constituent chooses to pay their state fees using the online service, they will also have the option to pay their local fees - if their municipality has chosen to participate in the online renewal system. In Q3, NIC NE onboarded 32 new municipalities, with 13 more in progress. This online service makes the renewal process much more convenient and efficient for our state and local partners and local business owners.

NIC NE is also working to offer a more modern and feature-rich payment page. NIC NE has used our Common Checkout Page (CCP) for processing online payments for years. NIC NE has begun replacing CCP with the Gov2Go (G2G) platform. G2G gives residents the ability to create a profile. With a profile, residents can save ACH and Credit Card payment information. They can store past payment documents. Most importantly- the G2G platform includes a service directory that connects residents with all online services. This centralized citizen engagement platform has been essential in building efficient and easy-to-use online government services.

NIC NE continued to compile international recognition for our work on state agency websites. In Q3, NIC NE was among the list of winners at the dotCOMM and MacCom awards. The Attorney General's "Life or Meth" microsite and the Nebraska Emergency Management Agency (NEMA) website were recognized.

Our development teams are all working full-time towards upgrading our Grails framework and migrating to the newest version of Drupal. Progress is slow but positive. We continue to work closely with the Grails foundation on a consultative basis. As reported to the board last quarter, we are still reviewing options to expedite the upgrade process and reduce the overall resource degradation.

Brent Hoffman

General Manager

NIC Nebraska Honored in International Awards



NIC Nebraska was awarded the dotCOMM Gold award by the Association of Marketing and Communication Professionals (AMCP). NIC Nebraska was given the distinction for designing and developing the Nebraska Emergency Management Agency (NEMA) website and the Nebraska Attorney General's Office's "Life or Meth" website. Since its inception in 1994, AMCP has judged over 200,000 entries worldwide. Two of AMCP's competitions, the MarCom Awards and Hermes Creative Awards, each attract about 6,500 entries each year.

Additionally, the "Life or Meth" website was also recognized by the MarCom Awards. The MarCom Awards honors marketing and communication excellence while recognizing industry professionals' creativity, hard work, and generosity. Since its inception in 2004, MarCom has evolved into one of the world's largest, most-respected creative competitions. About 6,500 print and digital entries are submitted each year from dozens of countries.



This is the 4th award for the "Life or Meth" website and the 4th for the NEMA website.

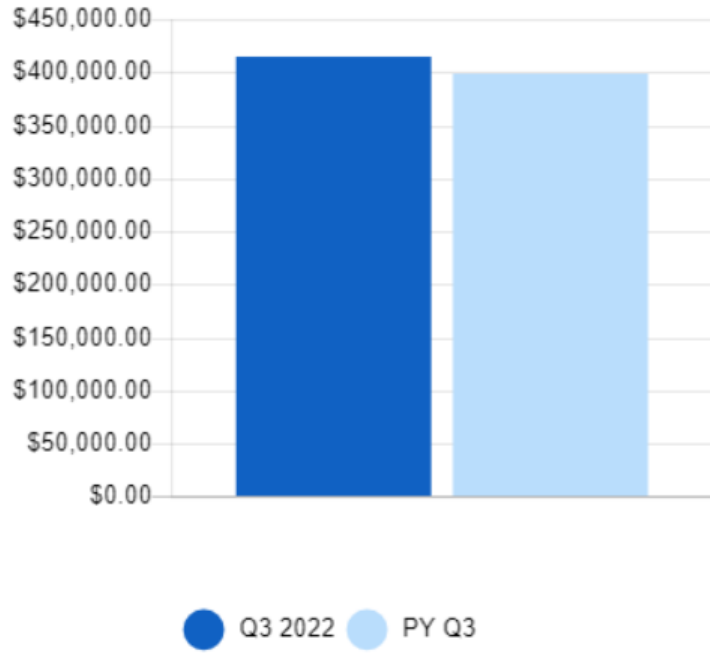
Financials

2022 GM Financials Report

Primary	Q3 2022	PY Q3	Q3% Variance	YTD 2022	PYTD 2021	YTD Variance (%)
NI Revenue	\$2,974,133.00	\$2,743,093.00	8%	\$8,991,874.00	\$8,321,385.00	8%
20% NSRB Margin Share	\$414,468.00	\$397,989.00	4%	\$1,266,176.00	\$1,214,470.00	4%
Gross Margin	\$2,559,665.00	\$2,345,103.00	9%	\$7,725,698.00	\$7,106,915.00	9%
Merchant and Payment Processing	\$739,235.00	\$649,331.00	14%	\$2,202,202.00	\$1,906,281.00	16%
General and Administrative Costs	\$25,207.00	\$31,533.00	-20%	\$94,464.00	\$94,202.00	0%
IT and Development	\$725,606.00	\$607,003.00	20%	\$2,062,319.00	\$1,871,121.00	10%
Compliance	\$8,022.00	\$8,411.00	-5%	\$16,574.00	\$26,198.00	-37%
Marketing and Advertising	\$33,300.00	\$31,539.00	6%	\$99,625.00	\$94,878.00	5%
Operating expenses	\$530,869.00	\$569,958.00	-7%	\$1,616,171.00	\$1,718,931.00	-6%
Total Expenses	\$2,062,239.00	\$1,897,776.00	9%	\$6,091,355.00	\$5,711,611.00	7%
Operating Income	\$497,426.00	\$447,327.00	11%	\$1,634,343.00	\$1,395,305.00	17%
Total Income Tax Expense (Benefit)	\$98,288.00	\$122,154.00	-20%	\$406,636.00	\$379,103.00	7%
Net After-Tax Income (Loss)	\$399,138.00	\$325,173.00	23%	\$1,227,707.00	\$1,016,202.00	21%

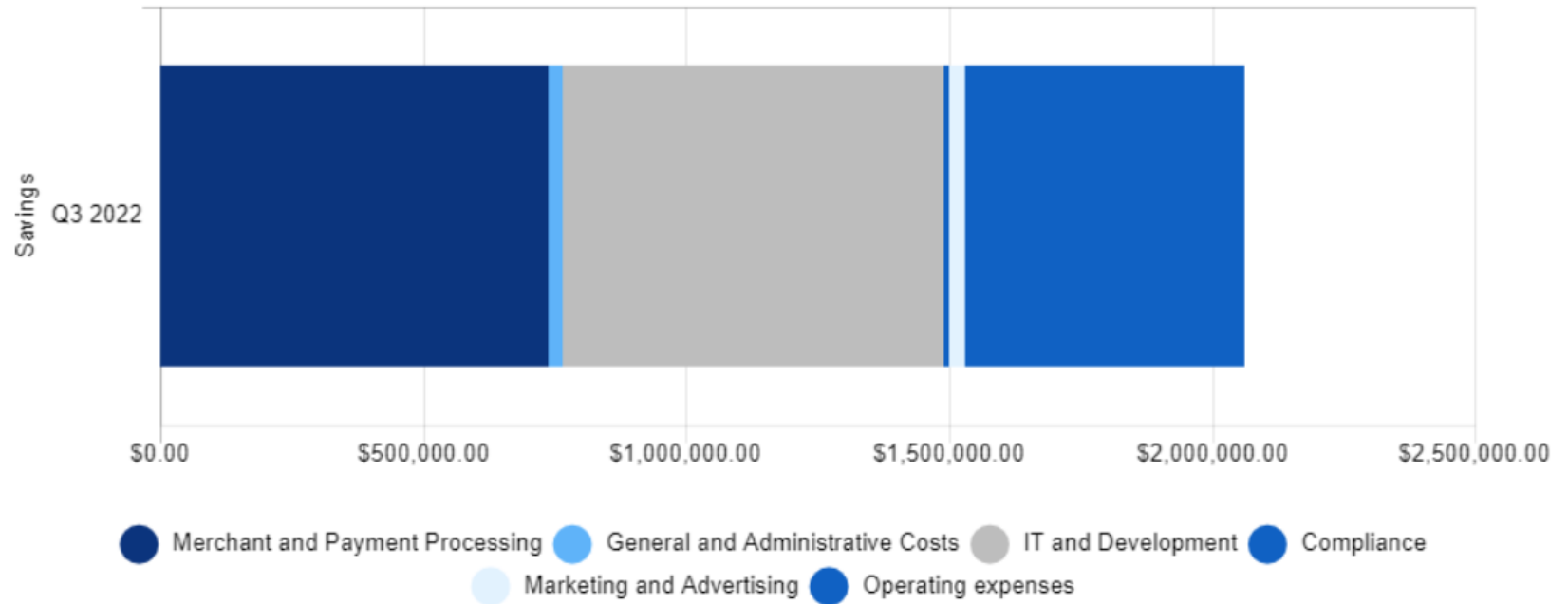
Financials

Cash Back to the State Records Board Fund



The NSRB receives 20% of the gross transaction fees for the executive branch of government. In Q3 2022, NSRB's revenue share increased 4.14% compared to Q3 2021, and has increased 4.26% YOY.

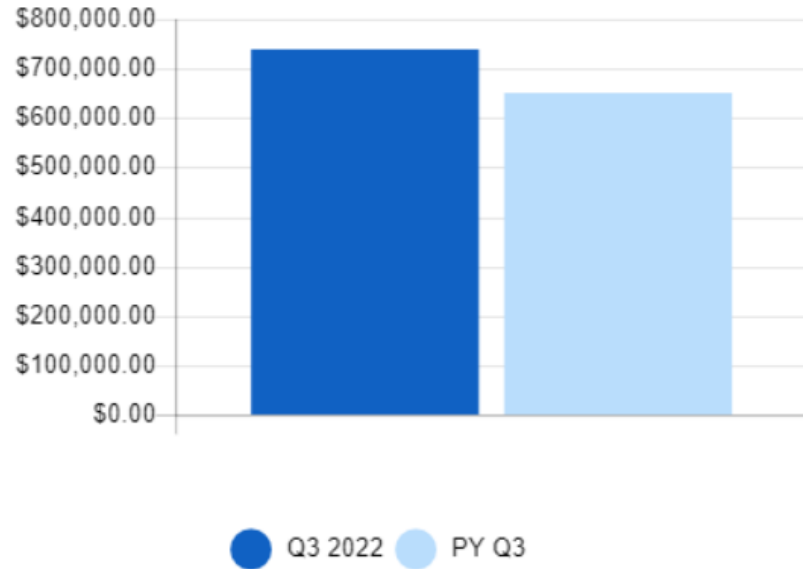
State Cost Avoidance



The state avoids the costs of several different portal operations. The total state cost avoidance for these areas was **\$2,062,239** in Q3 of 2022. These various costs increased 8.6% in Q3 of 2022 compared to the same period in 2021. IT & Development expenses increased 20% YOY, driven mainly by a 20% increase in employee compensation.

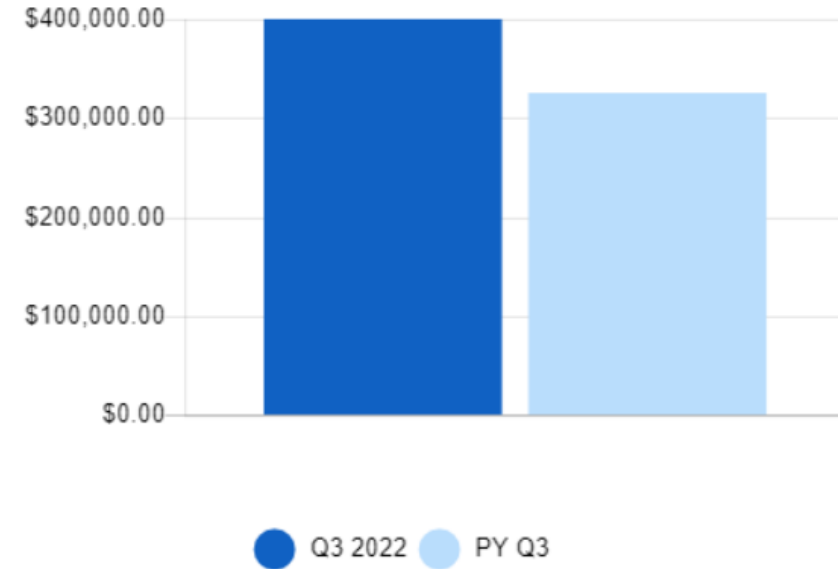
Financials

Merchant Fees Paid by NI on behalf of the State



NIC Nebraska pays the merchant and banking cost for all transaction fees approved by the board. These costs affect the operating income of the portal. Merchant fees increased 14% in Q3 2022 compared to Q3 2021.

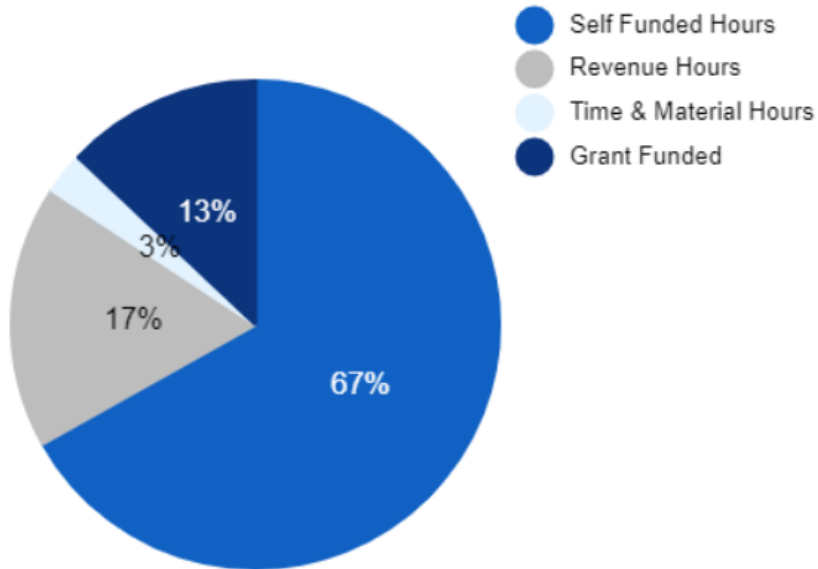
NI Net Profit



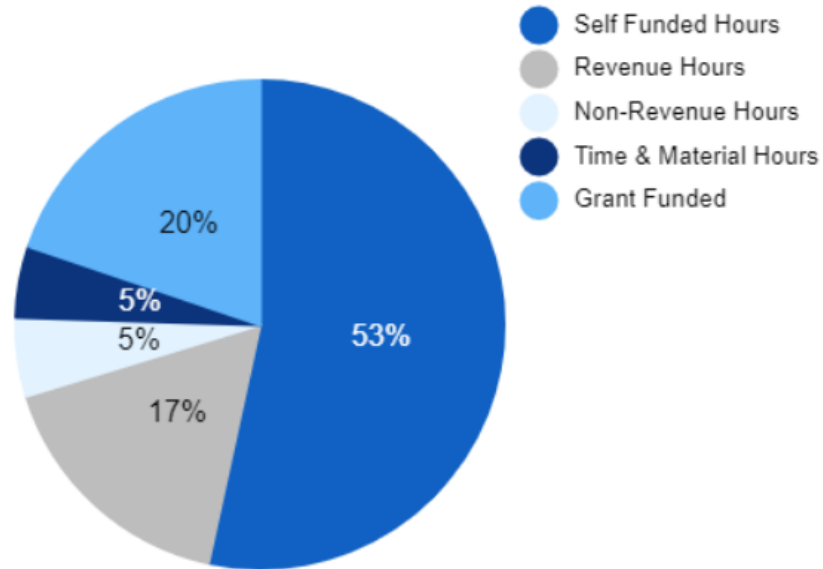
NIC Nebraska's net profit increased by 23% in Q3 2022 compared to Q3 2021. Through the third quarter of 2022, NIC's net profit rose 21% year-over-year. The quarterly increase in profit is driven by a 8% increase in total revenues in Q3 and a 6% decrease in corporate allocations and a 23% decrease in operating employee compensation.

Time and Hours Review

Q3 Time Spent by Project Funding



Full-Year 2022 Time Spent by Project Funding



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

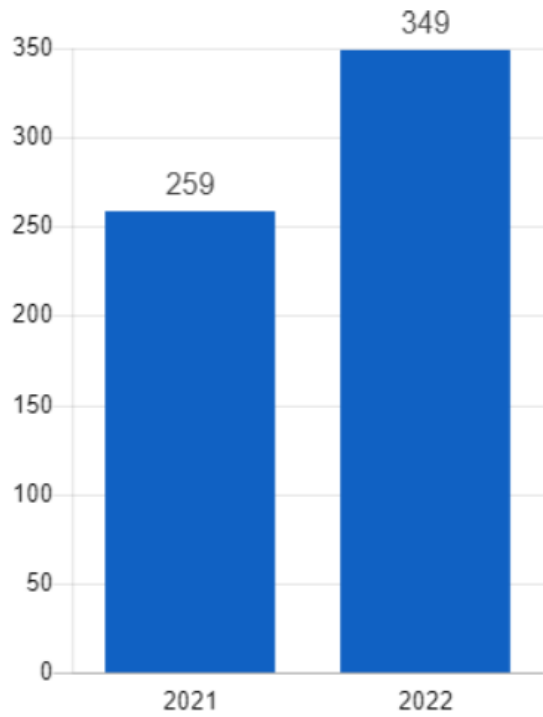
Grant-funded hours are non-tax appropriated funds acquired through the NCHIP grant in conjunction with the Nebraska State Patrol.

Hours allocated for technical infrastructure upgrades are allocated as "self-funded" hours. In Q3 of 2022, 80% of the hours worked came at no cost to state agencies or local partners.

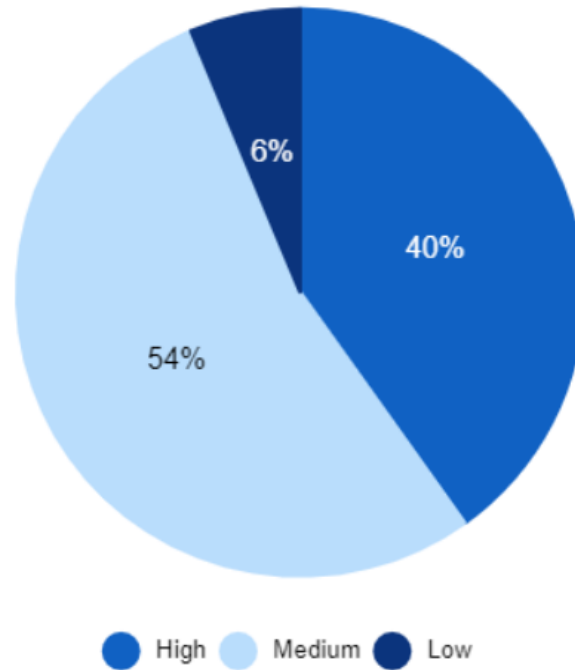
*Some T&M hours will not be billed to the state if worked over and beyond the SOW agreement.

Technical

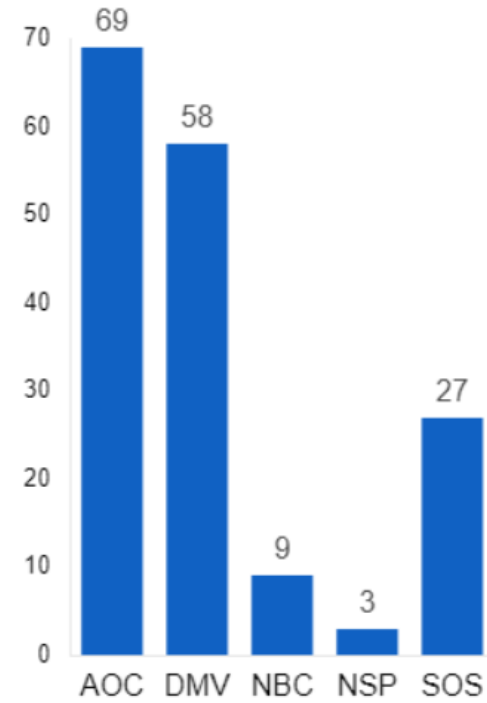
Q3 Support Tickets Completed



Q3 Tickets by Priority



Q3 Major Agency Tickets



Network Uptime Report

Uptime (%)

1st Quarter	99.97%
2nd Quarter	100.00%
3rd Quarter	99.96%

Downtime Reports

1st Quarter	6
2nd Quarter	0
3rd Quarter	7

Downtime (mins)

1st Quarter	41
2nd Quarter	0
3rd Quarter	65

Response time (ms)

1st Quarter	271
2nd Quarter	212.33
3rd Quarter	219.33

Technical Infrastructure Project

NIC Nebraska continues to make progress toward our Technical Infrastructure Project. All three NIC NE development teams continue to work on Grails upgrades in some capacity. Our teams are becoming more confident and familiar with the upgrade process daily. As we anticipated- timelines have been revised to reflect our current expectation of completion for each application.

As of November 1st- NIC NE has completed six framework upgrades. Several others are currently in partner testing. Pending approval from partners, those services will be launched soon. NIC NE also continues to review opportunities to migrate applications to alternative options. NIC NE is currently working on migrating several applications to our corporately managed AppEngine product. We are also studying the viability of migrating applications to other corporate products, such as our Enterprise Licensing Platform (ELP)

NIC NE continues to work with Object Computing Inc. (OCI) on a consultative basis. NIC NE has provided information regarding the opportunity for OCI to complete a subset of upgrades to the Portal Operations Subcommittee. NIC NE identified the potential for the NSRB to support the subcontractor work using funds from the Records Management Cash Fund. We believe this option will allow us to allocate more resources to new development while continuing progress toward necessary upgrades.

Work continues towards transitioning websites to the most current version of Drupal. So far, we have created a new theme for each Drupal seven website (60+ sites). We converted the theme coding language from PHP to YAML and made the overall file structure consistent across all websites. We created new templates for each theme (hundreds of templates). We converted the template coding language from PHP to twig as required by Drupal 9. We used this step to refactor and upgrade some of the older code.

We will soon begin to test the new modules on their development server. Once the modules are loaded, we can start migrating content from the production databases. We'll also try the themes here and ensure no new issues. After that, we'll need to rebuild each website's views and database queries. The work we complete in this environment will eventually be launched into production.

We do expect progress on Drupal migrations to slow during late 4th quarter and early 1st quarter. The NIC NE website team will be working towards implementing website changes for incoming elected officials and other administration changes.

Security

Security Summary

Several State Websites Experience DDoS Attack

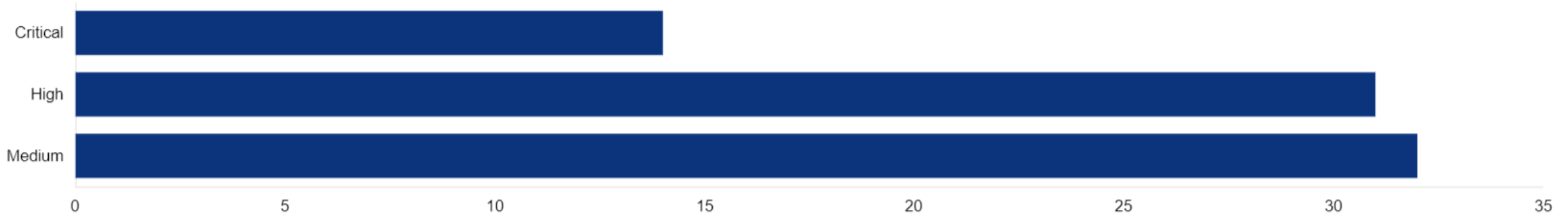
Starting the first week of October 2022, several NIC subsidiaries experienced a significant distributed denial-of-service (DDoS) attack. A Russian threat actor identified as "Killnet" took responsibility for the attacks. The Killnet DDoS attack resulted from a well-coordinated, targeted attack from foreign-aligned threat actors to disrupt government operations in the U.S. and internationally. These attacks were more operationalized than anything seen before. Each targeted organization received multiple waves of attacks. Each wave of attack utilized unique source IPs, reducing the effectiveness of information sharing. Tyler Technologies reviewed these techniques and recommended all operational teams bolster existing DDoS mitigations.

Within the NIC Central Data Center (Data Center), AT&T provides automatic protection from volumetric attacks such as UDP reflection and ICMP floods. Redundant firewalls in each Data Center are configured to handle SYN flood attacks. Redundant load balancers protect resource exhaustion techniques such as TCP handshake attacks. The same mitigations are implemented as standard architecture for Cloud environments utilizing AWS Advanced Shield or Azure Front Door to minimize the impact of DDoS attacks.

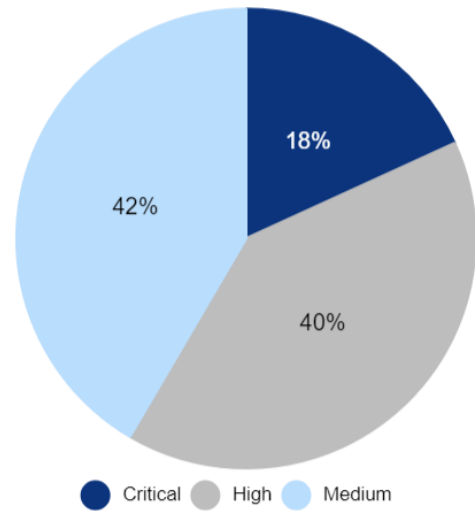
The attacks were reminiscent of the VikingDom DDoS attacks from 2015. As you may recall, in 2015, many state websites were targeted by a threat actor who created and publicly disclosed a target attack list. Many of those targets were on NIC infrastructure and resulted in DDoS.

Security

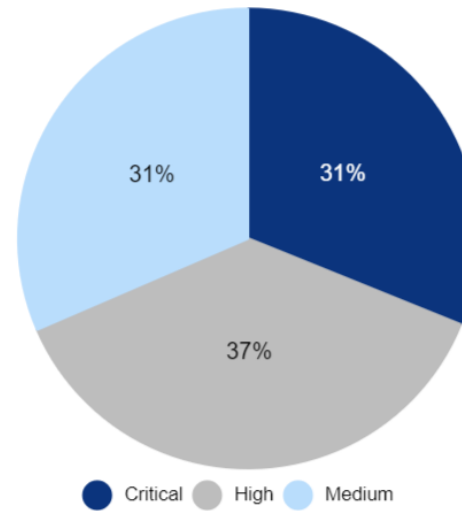
Q3 Security Alerts



Q3 Security Alerts

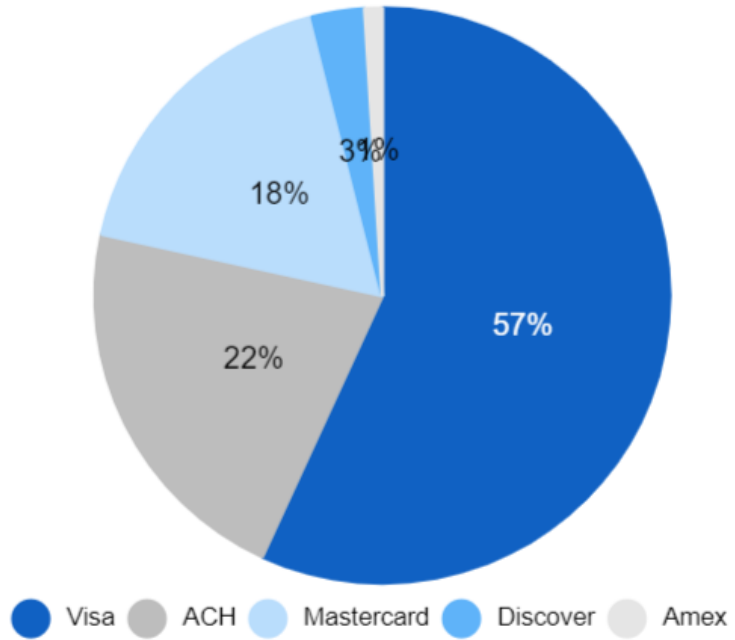


Full Year 2022 Security Alerts

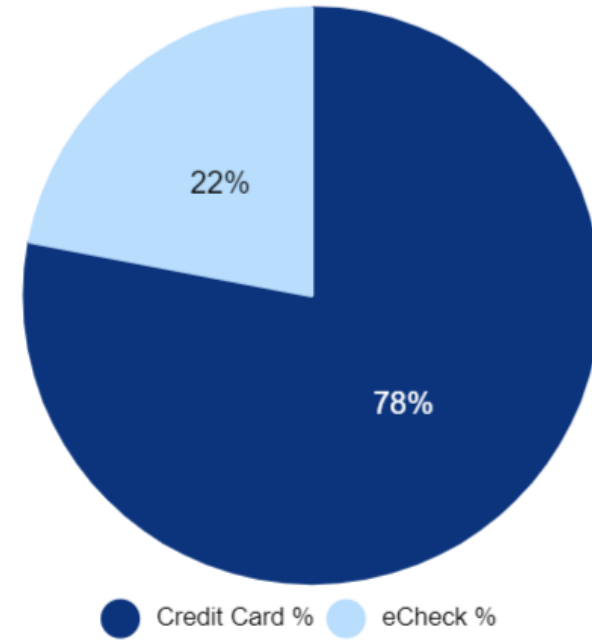


Transactions Summary

Q3 Transaction Totals by Payment Type



Q3 Transaction Volume by Payment Category



Customer Satisfaction Ratings

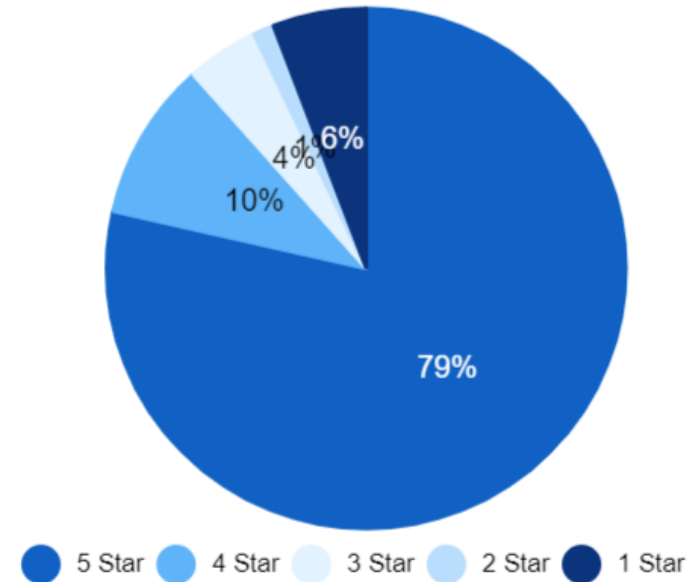
Customer Satisfaction Ratings

NIC Nebraska has initiated customer service ratings in several public-facing applications. After completing an application, the public user is prompted to rate the application on a five-star scale. The data is tracked by overall performance, agency, or individual service. In Q3, NIC Nebraska collected 55,392 responses from constituents.

NIC NE applications had an overall 4.54 average star rating in the third quarter. In Q3 2022, 79% of respondents gave NIC NE applications a five-star rating. Eleven services had an increase in customer satisfaction compared to Q2 2022. Four services decreased in overall satisfaction rating. Among the largest increases was: aoc-justicecc (+.035) ago-complaint-management-system (+.029) and nsp-appt-cal (+.09)

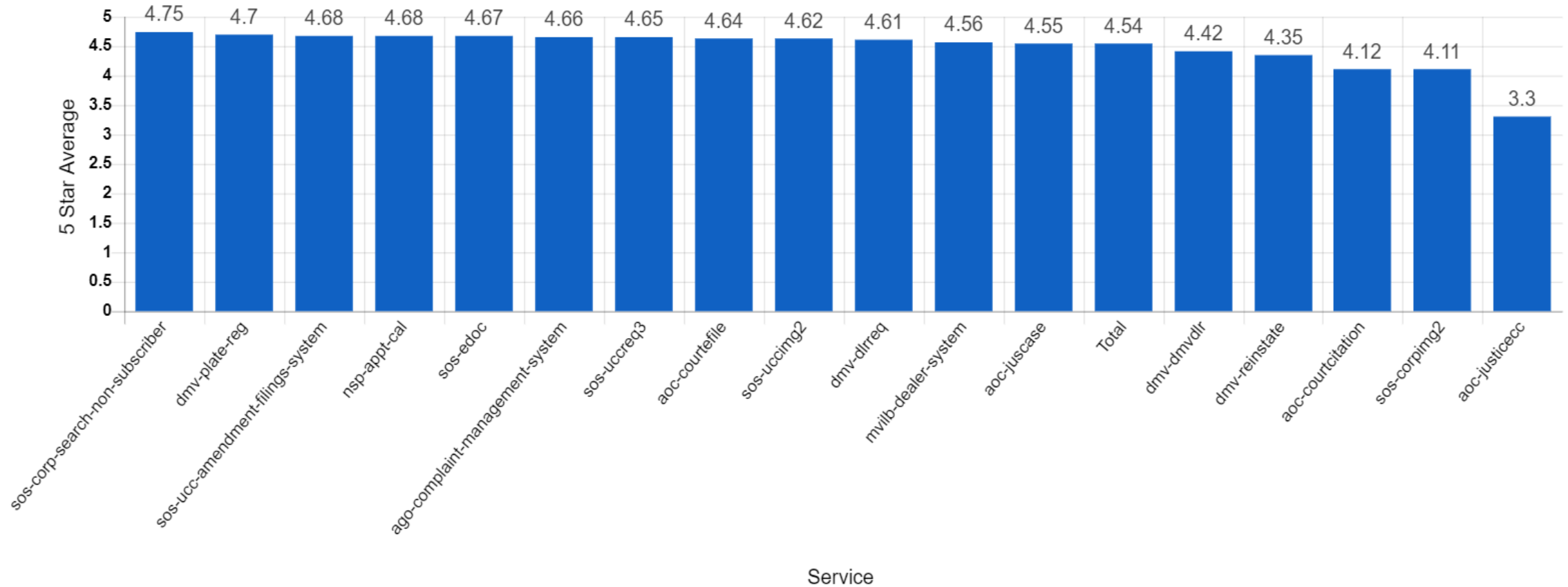
NIC NE will continue to add customer satisfaction functionality to all public-facing applications. NIC NE currently tracks satisfaction with some of the most extensive public-facing online services.

Overall Satisfaction Rating Q3



Customer Satisfaction Ratings

Customer Satisfaction 3rd Quarter



Personnel Report

NIC Nebraska Staff Totals

Total Positions: 30

Total Filled Positions: 28

Open Positions: 2

Departures in 3rd QTR: 0

In Q3 2022, NIC Nebraska had no changes to our staffing position. NIC had no departures or new hires.

NIC NE continues to look for qualified candidates for two open positions. As of November 1st, NIC NE is seeking a full-time software developer and quality analyst.

Enterprise Management

NIC Nebraska Launches Gov2Go Payment Platform

NIC Nebraska recently launched a new and improved payment page for a small subset of payment processing services for local utility payments. The new payment page known as "Gov2Go" will replace NIC's long-standing "Common Checkout Page (CCP)." Gov2Go is an enhanced payment landing page that allows citizens to do much more than just process payments. In its simplest form, citizens will navigate to Gov2Go to make one-time payments just as they always have. With Gov2Go, citizens now have the option to create an account and take advantage of several new features. With a Gov2Go account, citizens can save both ACH and credit card information for future payments, save payment receipts from past payments, and request reminders for annual and reoccurring payments. Gov2Go will be a consistent and familiar landing spot for payments across all state and local government.

NIC Nebraska Attends Nebraska Brand Committee Annual All Staff Meeting

NIC Nebraska General Manager Brent Hoffman, Director of Operations Jay Sloan, and Senior Project Manager Natalie Erb attended the Nebraska Brand Committee (NBC) all-staff meeting on Monday, August 22nd. While at the meeting, NIC NE could speak in front of more than 60 NBC employees and share information on the future of their electronic services. NIC NE also took the opportunity to solicit feedback from the primary users of the NBC OnTheGO Mobile Inspection Application. Overall- NBC users gave the OTG application a 3.94 average star rating. The survey also identified that the most prominent user issues are related to payment and the ability to pay for multiple inspections with one payment. This feature is slated for future development using the OTG shopping cart function.

Growth

NIC Nebraska Launches New Website for Nebraska Accountability & Disclosure Commission (NADC)

The Nebraska Accountability and Disclosure Commission approached NIC Nebraska, needing some help with its aging website. NIC NE worked closely with the agency to modernize the design and reorganize content to make things easier to navigate. The website content goes back to 1977, so there was a need to build several new filters and a robust search to make sure everyone could find the data they needed. It was also imperative for NADC to be able to add and update all of its content going forward. The new site allows them to create web pages and post events, news, and advisory opinions. They can also quickly sort and edit their 40+ years of archived content.

NIC Nebraska Designs and Implements Interactive Map for State Fire Marshall

The Nebraska State Fire Marshall approached NIC NE about creating an interactive map to display all their area inspectors across the state. Previously the SFM maintained several maps for all their different inspector types (boiler, elevator, tank, pipeline, etc.) NIC NE consolidated all that information into a single interactive map. Now citizens can click into one of the state's 93 counties, and the map will display all inspectors in that area.



NIC NPS Survey

Nebraska Readout

NIC NPS 2022 Survey

NEBRASKA RESULTS

Goal

- Baseline current satisfaction with NIC services using NPS (Net Promoter Score)
- Deliver insights and recommendations to State Enterprise

Methodology

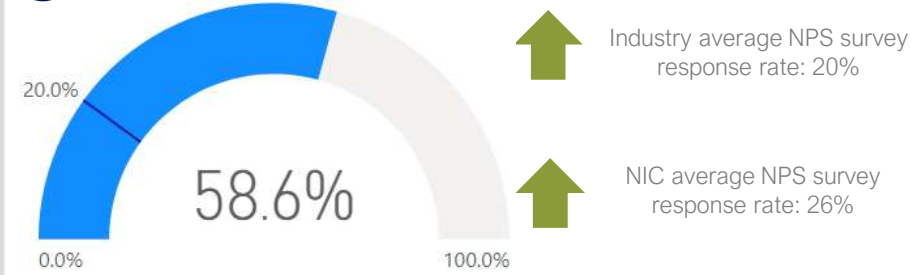
- Survey consists of an NPS question and 2 additional questions
- Participants included decision and non-decision makers
- Responses tracked via SurveyMonkey and data analysis in PowerBI

Nebraska NPS Survey Results

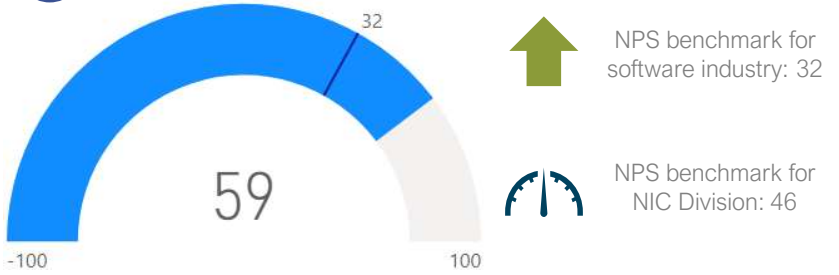
NUMBER OF RESPONSES

RECIPIENTS	RESPONDERS	AGENCIES	PROMOTERS	PASSIVE	DETRACTORS
29	17	14	10 59%	7 41%	0

RESPONSE RATE

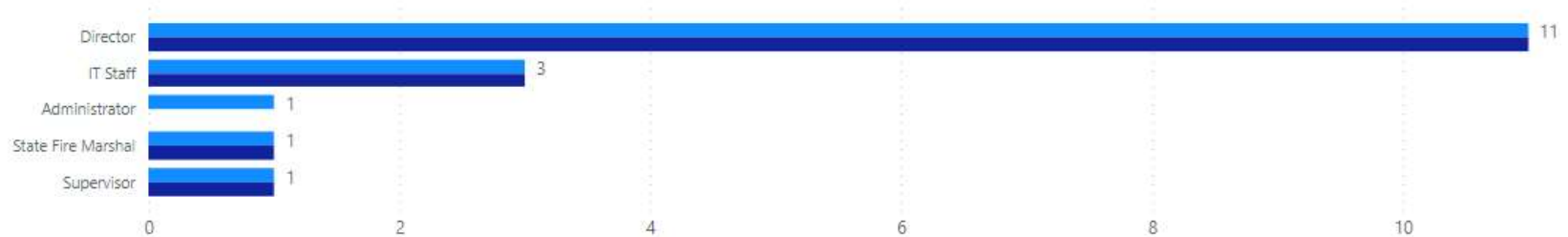


NPS SCORE



RESPONDERS BY JOB TITLE CATEGORY

● Responders ● Decision Makers

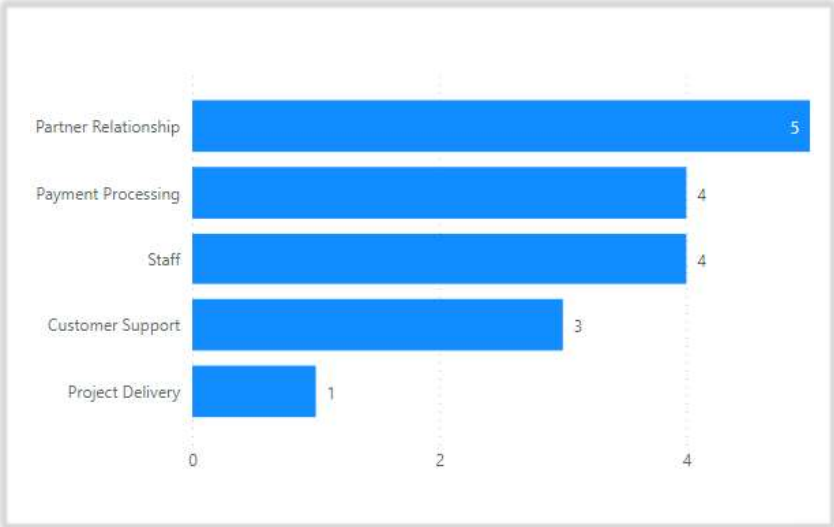


Key Insights

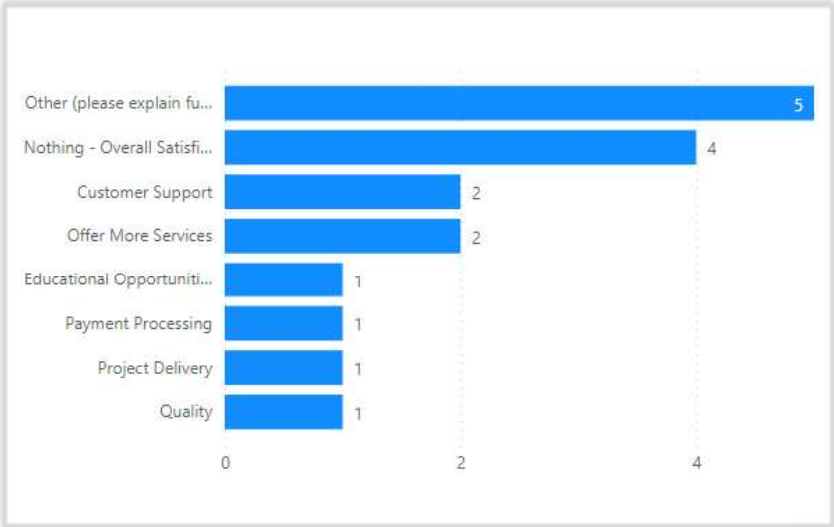
NEBASKA SURVEY RESULTS



Satisfaction Themes



Constructive Feedback Categories



Top 3 Satisfaction Areas

Partner Relationship



“Natalie is wonderful. She was there during implementation of a new project, identified things that needed to be improved, and worked with her team to make timely changes. Natalie and her team do a fabulous job and we can't thank them enough for their help.”

“Brent really solidifies relationships with agencies and creates an environment where his team and the agency work together to solve problems.”

Payment Processing



“When I get in the report it's easy to understand after learning what everything means.”

Staff



“Your staff is so wonderful to work with. always been extremely helpful to us. the Payment processing you provide is excellent **also**.”



For full comments see Dashboard listed in Appendix.

© Tyler Technologies 2022



Top 3 Constructive Feedback Areas

Other



- Improve response times
- Improve staffing
- Improve timelines
- Resource planning

“Response times related to items submitted through the partner page.”

“Have more resources available to perform the work, more robust payment services to reduce downtime”

“The quality of the work is good. The timeliness of the work for small agencies is not.”

Nothing – Overall Satisfied



- Update system design
- Keep customers updated on latest technology

“Our website seems dated but we really don't know our options and, of course, dealing with an old system is probably problematic. Would like to know what the options would be for updating, etc.”

Customer Support



- Improve customer support
- Improve password reset process

“Always have to leave a message. Always having trouble with passwords not working.”

quarterly gm report

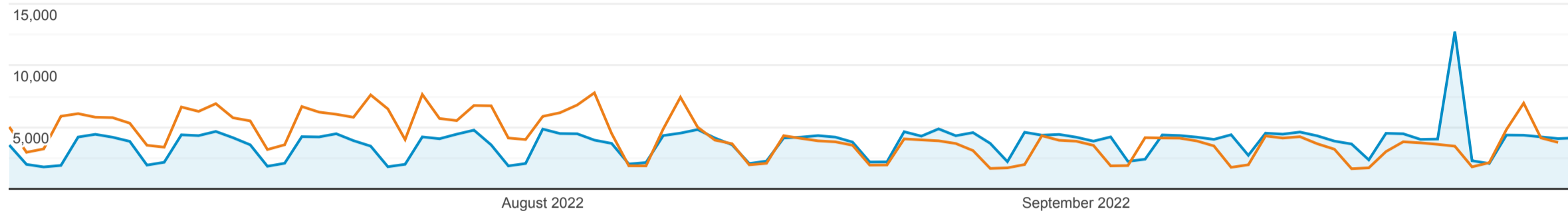
All Users +0.00% Users

Jul 1, 2022 - Sep 30, 2022
Compare to: Apr 1, 2022 - Jun 30, 2022

Explorer

Summary

Jul 1, 2022 - Sep 30, 2022: Sessions
Apr 1, 2022 - Jun 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
	15.38% 244,437 vs 288,850	15.72% 229,717 vs 272,576	10.54% 343,849 vs 384,351	4.07% 68.84% vs 71.77%	0.22% 1.67 vs 1.67	15.47% 00:01:10 vs 00:01:01	0.00% 0.00% vs 0.00%	0.00% 0 vs 0	0.00% \$0.00 vs \$0.00
1. desktop									
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%)
Apr 1, 2022 - Jun 30, 2022	130,658 (45.36%)	119,347 (43.78%)	194,011 (50.48%)	63.61%	1.90	00:01:28	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	2.90%	3.67%	1.09%	5.79%	-9.74%	-6.82%	0.00%	0.00%	0.00%
2. mobile									
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%)
Apr 1, 2022 - Jun 30, 2022	154,559 (53.66%)	150,682 (55.28%)	186,141 (48.43%)	80.44%	1.43	00:00:33	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-30.18%	-31.09%	-23.24%	-11.46%	12.26%	47.78%	0.00%	0.00%	0.00%
3. tablet									
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%)
Apr 1, 2022 - Jun 30, 2022	2,837 (0.98%)	2,547 (0.93%)	4,199 (1.09%)	63.90%	1.76	00:01:19	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	-16.28%	-15.31%	15.43%	-3.71%	17.49%	234.84%	0.00%	0.00%	0.00%

Rows 1 - 3 of 3

Payment Statement
August 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: July 1st - July 31st

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	
DMV- DLR - Batch	10,603	\$7.50	\$79,522.50	\$68,919.50	\$10,603.00	\$2,120.60	\$8,482.40
DMV- DLR - Monitoring Fee	696,085	\$0.06	\$41,765.10	\$27,843.40	\$13,921.70	\$2,784.34	\$11,137.36
DMV- DLR - Interactive	64,921	\$7.50	\$486,907.50	\$421,986.50	\$64,921.00	\$12,984.20	\$51,936.80
DMV- DLR - Certified	3	\$7.50	\$22.50	\$19.50	\$3.00	\$0.60	\$2.40
DMV- DLR - Certified Transcript	74	\$8.50	\$629.00	\$555.00	\$74.00	\$14.80	\$59.20
DMV-SRIND	216	\$0.50	\$108.00	\$0.00	\$108.00	\$21.60	\$86.40
DMV-SRBULK	4,467	\$0.15	\$670.05	\$0.00	\$670.05	\$134.01	\$536.04
DMVSRMONTH	1	\$0.15	\$200.00	\$0.00	\$200.00	\$40.00	\$160.00
DMV - DLR Single	1,416	\$7.50	\$10,620.00	\$9,204.00	\$1,416.00	\$283.20	\$1,132.80
DMV - Driver License Renew	16,844	Variable	\$468,204.00	\$445,554.50	\$22,649.50	\$4,529.90	\$18,119.60
DMVOTC	7,176	Variable	\$180,186.25	\$170,293.00	\$9,893.25	\$1,978.65	\$7,914.60
DMVOTC_CASH	23,039	Variable	\$541,384.00	\$541,384.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,985	\$1.00	\$18,985.00	\$7,594.00	\$11,391.00	\$2,278.20	\$9,112.80
DMV- TLR - batch	19,536	\$1.00	\$19,536.00	\$7,814.40	\$11,721.60	\$2,344.32	\$9,377.28
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	27	\$18.00	\$486.00	\$270.00	\$216.00	\$43.20	\$172.80
DMV - Reinstatement	1,552	\$3.00	\$120,806.00	\$116,150.00	\$4,656.00	\$931.20	\$3,724.80
DMV - IRP	340	Variable	\$485,653.35	\$483,080.36	\$2,572.99	\$514.60	\$2,058.39
DMV - IFTA	1,470	Variable	\$567,920.99	\$564,240.09	\$3,680.90	\$736.18	\$2,944.72
DMVSPLATE	581	Variable	\$8,203.00	\$6,460.00	\$1,743.00	\$348.60	\$1,394.40
DMVSPLATEMESS	891	Variable	\$46,503.00	\$43,830.00	\$2,673.00	\$534.60	\$2,138.40
DMV - SingleTripPermit	745	Variable	\$31,088.00	\$28,550.00	\$2,538.00	\$507.60	\$2,030.40
DMV - Motor Vehicle Renewals	50,811	Variable	\$10,530,113.07	\$10,267,301.40	\$262,811.67	\$52,562.33	\$210,249.34
DMV_Fleets	39	Variable	\$142,356.90	\$141,648.55	\$708.35	\$141.67	\$566.68
DMV_DAS	697	Variable	\$63,967.00	\$52,861.00	\$11,106.00	\$2,221.20	\$8,884.80
HHSS - Health Practitioner Lists	78	Variable	\$4,510.00	\$0.00	\$4,510.00	\$902.00	\$3,608.00
HHSS - Health Practitioner Lists Bulk	4	Variable	\$2,620.00	\$0.00	\$2,620.00	\$524.00	\$2,096.00
HHSS - Health License Monitoring	149,434	Variable	\$1,494.34	\$0.00	\$1,494.34	\$298.87	\$1,195.47
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$99.47	\$0.00	\$99.47	\$19.89	\$79.58
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals		\$1.00 0	0		\$0.00	\$0.00	\$0.00
LCC Local Renewals		Variable 0	0		\$0.00	\$0.00	\$0.00
LOCLCCNEW		Variable 0	0		\$0.00	\$0.00	\$0.00
LCC_Orders	9	Variable	\$1,015.39	\$977.44	\$37.95	\$7.59	\$30.36
LCC_SDL	178	Variable	\$10,734.17	\$10,240.00	\$494.17	\$98.83	\$395.34
SED - Electrical Permits	821	4% of Fee	\$77,594.91	\$74,673.50	\$2,921.41	\$584.28	\$2,337.13
SED - Electrician License Renewal	14	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	268	3.00	\$6,164.00	\$5,360.00	\$804.00	\$160.80	\$643.20
SED - License List	6	Variable	\$160.00	\$130.00	\$30.00	\$6.00	\$24.00
SEDEXAM3 - Exam Application (\$3 fee)	49	3.00	\$3,087.00	\$2,940.00	\$147.00	\$29.40	\$117.60
SEDEXAM5 - Exam Application (\$5 fee)	15	5.00	\$1,950.00	\$1,875.00	\$75.00	\$15.00	\$60.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00 0	0		\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,810	\$2/vari	\$191,144.90	\$184,430.00	\$6,714.90	\$1,342.98	\$5,371.92
SOS - Corp filings (Foreign/Domestic Corporati	-2	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,551	Variabl	\$6,671.25	\$3,658.10	\$3,013.15	\$602.63	\$2,410.52
SOS - CollectionRenew	0	Variabl 0	0		\$0.00	\$0.00	\$0.00

SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	67	Variable	\$3,030.00	\$1,515.00	\$1,515.00	\$303.00	\$1,212.00
SOS - Corporate Special Request	3	\$15.00	\$45.00	\$22.50	\$22.50	\$4.50	\$18.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	12	\$300.00	\$3,600.00	\$1,800.00	\$1,800.00	\$360.00	\$1,440.00
SOS - Corp_OCOGS	785	\$6.50	\$5,102.50	\$1,962.50	\$3,140.00	\$628.00	\$2,512.00
SOS - Corpcogs	4	\$10.00	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,550	\$0.45	\$1,597.50	\$1,136.00	\$461.50	\$92.30	\$369.20
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Weekly Batch Service	16	\$300.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Interactive Searches	4,303	\$4.50	\$19,363.50	\$15,060.50	\$4,303.00	\$860.60	\$3,442.40
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	574	Variable	\$1,148.00	\$574.00	\$574.00	\$114.80	\$459.20
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	70	\$15.00	\$1,050.00	\$525.00	\$525.00	\$105.00	\$420.00
SOS - UCC Continuationl Filings	880	\$11.00	\$9,680.00	\$8,360.00	\$1,320.00	\$264.00	\$1,056.00
SOS - UCC Original Filings	1,169	\$11.00	\$12,859.00	\$11,105.50	\$1,753.50	\$350.70	\$1,402.80
SOS - UCC Electronic Amendments	135	\$11.00	\$1,485.00	\$1,282.50	\$202.50	\$40.50	\$162.00
SOS - UCC Electronic Assignments	6	\$11.00	\$66.00	\$7.00	\$9.00	\$1.80	\$7.20
SOS - UCC Electronic Collateral Amendments	34	\$11.00	\$374.00	\$323.00	\$51.00	\$10.20	\$40.80
SOS - UCC Images	7,158	\$0.45	\$3,221.10	\$2,290.56	\$930.54	\$186.11	\$744.43
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	205	Variable	\$2,255.00	\$1,947.50	\$307.50	\$61.50	\$246.00
SOS - UCCASSIGN_BULK	5	Variable	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCCCOLLAMEND	14	Variable	\$154.00	\$133.00	\$21.00	\$4.20	\$16.80
SOS - UCCCONT_BULK	329	Variable	\$3,619.00	\$3,125.50	\$493.50	\$98.70	\$394.80
SOS - UCCORIG_BULK	810	Variable	\$8,910.00	\$7,695.00	\$1,215.00	\$243.00	\$972.00
SOS - EFS Interactive Searches	776	\$4.50	\$3,492.00	\$2,716.00	\$776.00	\$155.20	\$620.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuatiions	229	\$11.00	\$2,519.00	\$2,175.50	\$343.50	\$68.70	\$274.80
SOS - EFS Original Filings	135	\$11.00	\$1,485.00	\$1,282.50	\$202.50	\$40.50	\$162.00
REV - Sales/Use Tax Permit Lists	2	\$5.50	\$11.00	\$0.00	\$11.00	\$2.20	\$8.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	80	5.00	\$7,490.00	\$7,395.00	\$295.00	\$59.00	\$236.00
NBPA Renewals TPE	19	Variable	\$625.00	\$530.00	\$95.00	\$19.00	\$76.00
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	5	5% of Fee	\$680.00	\$680.00	\$34.00	\$6.80	\$27.20
E&A - Engineers & Architects	44	5% of Fee	\$6,600.00	\$6,600.00	\$330.00	\$66.00	\$264.00
Water Well Registrations	180	5% of Fee	\$14,210.00	\$13,215.30	\$994.70	\$198.94	\$795.76
REV - Motor Fuels Tax Filing	618	\$0.25	\$154.50	\$0.00	\$154.50	\$30.90	\$123.60
NDOA - Applicator permits	57	Variable	\$3,310.00	\$3,167.00	\$143.00	\$28.60	\$114.40
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	2,459	Variable	\$731,192.45	\$722,140.12	\$9,052.33	\$1,810.47	\$7,241.86
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	202	Variable	\$761,994.20	\$761,142.66	\$851.54	\$170.31	\$681.23
NDOA - AGSMALL_PACKAG	2	Variable	\$1,875.00	\$1,871.50	\$3.50	\$0.70	\$2.80
NDOA - AG_EURO_CORN	1	Variable	\$76.87	\$73.25	\$3.62	\$0.72	\$2.90
NDOA - AG_EURO_CORN_CERT	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	590	Variable	\$512,356.47	\$509,735.90	\$2,620.57	\$524.11	\$2,096.46
NDOA - AGFIRM_REGISTRATION	7	Variable	\$112.23	\$99.50	\$12.73	\$2.55	\$10.18
NDOA - AGGFAL_Renew	2	Variable	\$30.37	\$26.50	\$3.87	\$0.77	\$3.10
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,205.15	\$23,198.15	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	5	Variable	\$38,755.39	\$38,746.64	\$8.75	\$1.75	\$7.00
NDOA - Food License Renewals	3,048	Variable	\$524,876.11	\$513,092.42	\$11,783.69	\$2,356.74	\$9,426.95
NDOA - AGMILK_RENEW	108	Variable	\$13,099.17	\$12,686.00	\$413.17	\$82.63	\$330.54
NDOA - AGPESTKELLY	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	48	Variable	\$7,643.38	\$7,437.75	\$205.63	\$41.13	\$164.50
NDOA - AG_CervineFacility Permit	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	37	Variable	\$37,155.61	\$37,039.39	\$116.22	\$23.24	\$92.98
NDOA - AGNURSERY_RENEW	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	3	Variable	\$253.14	\$243.75	\$9.39	\$1.88	\$7.51

NDOA - AGPERMIT_SELLSEEDS	2	Variable	\$76.87	\$71.50	\$5.37	\$1.07	\$4.30
NDOA - Pet Feed Rendering	1	Variable	\$307.47	\$298.25	\$9.22	\$1.84	\$7.38
NDOA - Pesticide License Renewals	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.24	\$69.75	\$6.49	\$1.30	\$5.19
NDOA - Governor Ag Conference	0	\$3.00 0	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	23	Variable	\$258.75	\$230.00	\$28.75	\$5.75	\$23.00
SFM - Fireworks Display Permits	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
SFM_BOILER	58	Variable	\$6,163.00	\$6,163.00	\$174.00	\$34.80	\$139.20
SFM_ELEVATOR	65	Variable	\$11,237.96	\$11,237.96	\$195.00	\$39.00	\$156.00
SFM_ELEVATOR_CC%	45	Variable	\$9,140.72	\$9,140.72	\$274.22	\$54.84	\$219.38
OTC-Over the counter payment	22,795	Variable	\$4,907,446.23	\$4,847,799.18	\$59,647.05	\$11,929.41	\$47,717.64
OTC Billback	363	Variable	\$2,834.84	\$0.00	\$2,834.84	\$566.97	\$2,267.87
PropertyTax Payments	2,234	Variable	\$9,872,301.07	\$9,844,773.52	\$27,527.55	\$5,505.51	\$22,022.04
PropertyTaxOTC	90	Variable	\$187,143.71	\$185,074.02	\$2,069.69	\$413.94	\$1,655.75
NDOL - Contractor Registration	1,678	Variable	\$54,291.30	\$49,155.00	\$5,136.30	\$1,027.26	\$4,109.04
NDOL_OVR_PMT	76	Variable	\$34,461.35	\$33,934.72	\$526.63	\$105.33	\$421.30
NDOL_TAX_PMT	107	Variable	\$12,851.25	\$12,165.30	\$685.95	\$137.19	\$548.76
NEROADS - DOT_Permits	10,172	Variable	\$258,806.00	\$241,005.00	\$17,801.00	\$3,560.20	\$14,240.80
NEROADS - DOT_Hay	87	Variable	\$3,708.25	\$3,480.00	\$228.25	\$45.65	\$182.60
NEROADS- NDOT_RMS	43	Variable	\$5,902.55	\$5,605.39	\$297.16	\$59.43	\$237.73
NEROADS- NDOTSPD	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS - NDOTPERMITS	11	Variable	\$259.25	\$241.98	\$17.27	\$3.45	\$13.82
State Patrol Crime Report	1,165	\$18.00	\$22,692.00	\$18,300.00	\$4,392.00	\$878.40	\$3,513.60
NSPCCW_Renew - NSP Conceal & Carry	677	\$4.50	\$36,842.00	\$33,800.00	\$3,042.00	\$608.40	\$2,433.60
NSPApptFee	821	\$4.50	\$47,948.02	\$45,313.25	\$2,634.77	\$526.95	\$2,107.82
State Patrol Crime Report - Subscriber	1,519	Variable	\$23,526.50	\$19,441.40	\$4,085.10	\$817.02	\$3,268.08
Event Registration	201	10% of Fee	\$9,512.50	\$8,584.10	\$928.40	\$185.68	\$742.72
Sarpy_Stop	217	Variable	\$31,195.00	\$30,437.01	\$757.99	\$151.60	\$606.39
Medicaid & Long Term Care	1	\$1.75	\$45.00	\$45.00	\$1.75	\$0.35	\$1.40
LPNNRD_Trees_Sale	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
recreation_program	220	Variable	\$12,045.94	\$11,425.00	\$620.94	\$124.19	\$496.75
order_form_LPNNRD	38	Variable	\$1,495.97	\$1,398.16	\$97.81	\$19.56	\$78.25
order_form_UBBNRD	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	11	Variable	\$422.08	\$393.99	\$28.09	\$5.62	\$22.47
Utility_payment	1,787	Variable	\$321,105.73	\$313,875.96	\$7,229.77	\$1,445.95	\$5,783.82
SarpyCommunityCorrections	23	Variable	\$2,466.53	\$2,367.25	\$99.28	\$19.86	\$79.42
SARPY_VEHINSP	46	Variable	\$1,950.58	\$1,824.50	\$126.08	\$25.22	\$100.86
OTLPAYMENT	36	Variable	\$85,048.47	\$84,919.79	\$128.68	\$25.74	\$102.94
59PlanningDept	75	Variable	\$42,286.79	\$41,150.19	\$1,136.60	\$227.32	\$909.28
gretna_occ_tax	25	Variable	\$44,270.31	\$44,195.31	\$75.00	\$15.00	\$60.00
hastings_multi_payment	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
SYNTHETICSVC	21	Variable	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
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
DOIRENEW	0	Variable	\$318.00	\$300.00	\$18.00	\$3.60	\$14.40
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	93,438	Variable	\$5,606.28	\$0.00	\$5,606.28	\$1,121.26	\$4,485.02
NBC_Inspections	461	Variable	\$47,697.83	\$47,697.83	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	74,711	Variable	\$4,482.66	\$0.00	\$4,482.66	\$896.53	\$3,586.13
NBC_NISaleBarn	65	Variable	\$58,520.80	\$58,520.80	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	68,848	Variable	\$4,130.88	\$0.00	\$4,130.88	\$826.18	\$3,304.70
NBC_RFLRenewal	7	Variable	\$62,900.00	\$62,900.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	99	Variable	\$43,303.25	\$43,303.25	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	50,945	Variable	\$3,056.70	\$0.00	\$3,056.70	\$611.34	\$2,445.36
NBC_BrandRene	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	1,348	Variable	\$5,392.00	\$3,370.00	\$2,022.00	\$404.40	\$1,617.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	3,050	\$1.50	\$14,552.00	\$9,984.50	\$4,567.50	\$913.50	\$3,654.00
dhhscentregDHL	8,004	\$1.50	\$40,020.00	\$28,014.00	\$12,006.00	\$2,401.20	\$9,604.80
REVENUE_FEE	4,139	\$1.75	\$7,243.25	\$0.00	\$7,243.25	\$1,448.65	\$5,794.60
MVILB_Renewal	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,454,433.00		33,288,755.40	32,585,325.46	704,638.91	140,927.78	563,711.13

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

Service/Volume Processed	No. of Records	ee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	140,480	\$1.00	\$140,480.00	70,240.00	70,240.00	\$70,240.00
Court Records (Justice) Monthly	93	\$500.00	\$46,500.00	\$23,250.00	23,250.00	\$23,250.00
Court Records (Justice) Credit Card Searches	915	\$15.00	\$13,725.00	\$6,862.50	6,862.50	\$6,862.50
Court E-Filing	16,111	\$1.00	\$16,111.00	\$0.00	16,111.00	\$16,111.00
COURTRECORDF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	371	\$2.00	\$742.00	\$0.00	742.00	\$742.00
AOCERTGS	44	Variable	\$331.07	\$250.00	81.07	\$81.07
COURTAPPTFILE	6	variable	\$300.00	\$0.00	300.00	\$300.00
Courtjudge	134	\$50.00	\$6,700.00	\$0.00	\$6,700.00	\$6,700.00
Court Citations	5,634	Variable	\$784,930.48	\$768,744.58	16,185.90	\$16,185.90
AOC_Cert_Authority	15	Variable	\$409.93	\$375.00	34.93	\$34.93
Court Payments	2,806	Variable	\$1,061,270.12	\$1,046,732.01	14,538.11	\$14,538.11
Lobbyist Registration	7	\$0.05	\$1,400.00	\$1,400.00	70.00	\$70.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	571	\$3.00	\$1,713.00	\$0.00	\$1,713.00	\$1,713.00
Scalessubscr	767	Variable	\$767.00	\$383.50	383.50	\$383.50
SUBTOTAL	167,958		2,080,379.60	1,918,237.59	162,212.01	162,212.01
						\$40,147.33

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			\$75,971.33	\$75,971.33	\$75,971.33
Subscriptions - New		\$494.00 variable	\$49,400.00	\$49,400.00	\$49,400.00
Renewal		2 variable	100.00	100.00	100.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$125,471.33	\$125,471.33	


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	36	variable	3,241,816.00	3,241,816.00	0.00
COURTEFILESUB	16,111	variable	\$465,257.10	\$465,257.10	0.00
PSCREMIT	416	variable	\$4,934,410.58	\$4,934,410.58	0.00
WCCSUB	98	variable	\$1,470.00	\$1,470.00	0.00
SUBTOTAL	16,661		\$8,642,953.68	\$8,642,953.68	\$0.00

**Payment Statement
September 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: August 1st - August 31st

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	
DMV- DLR - Batch	13,565	\$7.50	\$101,737.50	\$88,172.50	\$13,565.00	\$2,713.00	\$10,852.00
DMV- DLR - Monitoring Fee	701,688	\$0.06	\$42,101.28	\$28,067.52	\$14,033.76	\$2,806.75	\$11,227.01
DMV- DLR - Interactive	78,221	\$7.50	\$586,657.50	\$508,436.50	\$78,221.00	\$15,644.20	\$62,576.80
DMV- DLR - Certified	7	\$7.50	\$52.50	\$45.50	\$7.00	\$1.40	\$5.60
DMV- DLR - Certified Transcript	85	\$8.50	\$722.50	\$637.50	\$85.00	\$17.00	\$68.00
DMV-SRIND	210	\$0.50	\$105.00	\$0.00	\$105.00	\$21.00	\$84.00
DMV-SRBULK	4,624	\$0.15	\$693.60	\$0.00	\$693.60	\$138.72	\$554.88
DMVSRMONTH	11	\$0.15	\$2,200.00	\$0.00	\$2,200.00	\$440.00	\$1,760.00
DMV - DLR Single	1,774	\$7.50	\$13,305.00	\$11,531.00	\$1,774.00	\$354.80	\$1,419.20
DMV - Driver License Renew	18,064	Variable	\$498,860.75	\$474,647.50	\$24,213.25	\$4,842.65	\$19,370.60
DMVOTC	8,198	Variable	\$204,428.75	\$193,295.00	\$11,133.75	\$2,226.75	\$8,907.00
DMVOTC_CASH	24,400	Variable	\$579,820.00	\$579,820.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	20,244	\$1.00	\$20,244.00	\$8,097.60	\$12,146.40	\$2,429.28	\$9,717.12
DMV- TLR - batch	16,690	\$1.00	\$16,690.00	\$6,676.00	\$10,014.00	\$2,002.80	\$8,011.20
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	8	\$18.00	\$144.00	\$80.00	\$64.00	\$12.80	\$51.20
DMV - Reinstatement	1,821	\$3.00	\$142,391.00	\$136,925.00	\$5,466.00	\$1,093.20	\$4,372.80
DMV - IRP	409	Variable	\$581,081.78	\$577,271.82	\$3,809.96	\$761.99	\$3,047.97
DMV - IFTA	470	Variable	\$113,346.68	\$112,036.19	\$1,310.49	\$262.10	\$1,048.39
DMVSPLATE	656	Variable	\$9,408.00	\$7,440.00	\$1,968.00	\$393.60	\$1,574.40
DMVSPLATEMESS	1,028	Variable	\$54,120.00	\$51,030.00	\$3,090.00	\$618.00	\$2,472.00
DMV - SingleTripPermit	878	Variable	\$35,168.00	\$32,290.00	\$2,878.00	\$575.60	\$2,302.40
DMV - Motor Vehicle Renewals	50,446	Variable	\$10,572,485.60	\$10,309,426.91	\$263,058.69	\$52,611.74	\$210,446.95
DMV_Fleets	33	Variable	\$65,078.46	\$64,754.75	\$323.71	\$64.74	\$258.97
DMV_DAS	845	Variable	\$82,056.00	\$67,320.00	\$14,736.00	\$2,947.20	\$11,788.80
HHSS - Health Practitioner Lists	119	Variable	\$8,795.00	\$0.00	\$8,795.00	\$1,759.00	\$7,036.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	143,489	Variable	\$1,434.89	\$0.00	\$1,434.89	\$286.98	\$1,147.91
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$100.15	\$0.00	\$100.15	\$20.03	\$80.12
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	466	\$1.00	\$33,572.21	\$32,370.00	\$1,202.21	\$240.44	\$961.77
LCC Local Renewals	233	Variable	\$216,328.09	\$214,040.15	\$2,287.94	\$457.59	\$1,830.35
LOCLCCNEW		Variable 0	0	0	\$0.00	\$0.00	\$0.00
LCC_Orders	5	Variable	\$525.05	\$510.00	\$15.05	\$3.01	\$12.04
LCC_SDL	202	Variable	\$9,815.34	\$9,280.00	\$535.34	\$107.07	\$428.27
SED - Electrical Permits	980	4% of Fee	\$105,298.66	\$101,280.00	\$4,018.66	\$803.73	\$3,214.93
SED - Electrician License Renewal	27	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	262	3.00	\$6,026.00	\$5,240.00	\$786.00	\$157.20	\$628.80
SED - License List	6	Variable	\$130.00	\$100.00	\$30.00	\$6.00	\$24.00
SEDEXAM3 - Exam Application (\$3 fee)	77	3.00	\$4,851.00	\$4,620.00	\$231.00	\$46.20	\$184.80
SEDEXAM5 - Exam Application (\$5 fee)	20	5.00	\$2,600.00	\$2,500.00	\$100.00	\$20.00	\$80.00
SOS - Corporation filings (LLC/LLP) (TPE)	0	\$3.00 0	0	0	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00 0	0	0	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	3,127	\$2/vari	\$217,593.75	\$210,055.00	\$7,538.75	\$1,507.75	\$6,031.00
SOS - Corp filings (Foreign/Domestic Corporati	-1	Variable	\$29.00	\$26.00	\$3.00	\$0.60	\$2.40
SOS - corpdocs (TPE)	1,738	Variable	\$7,828.65	\$4,190.04	\$3,638.61	\$727.72	\$2,910.89
SOS - CollectionRenew	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00

SOS - Corporate Monthly Batch Service	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - Corporate Special Request(TPE)	56	Variable	\$1,350.00	\$675.00	\$675.00	\$135.00	\$540.00
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	755	\$6.50	\$4,907.50	\$1,887.50	\$3,020.00	\$604.00	\$2,416.00
SOS - Corpcogs	8	\$10.00	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	4,617	\$0.45	\$2,077.65	\$1,477.44	\$600.21	\$120.04	\$480.17
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	4,918	\$4.50	\$22,131.00	\$17,213.00	\$4,918.00	\$983.60	\$3,934.40
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	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 Continuationl Filings	1,103	\$11.00	\$12,133.00	\$10,478.50	\$1,654.50	\$330.90	\$1,323.60
SOS - UCC Original Filings	1,367	\$11.00	\$15,037.00	\$12,986.50	\$2,050.50	\$410.10	\$1,640.40
SOS - UCC Electronic Amendments	330	\$11.00	\$3,630.00	\$3,135.00	\$495.00	\$99.00	\$396.00
SOS - UCC Electronic Assignments	2	\$11.00	\$22.00	\$19.00	\$3.00	\$0.60	\$2.40
SOS - UCC Electronic Collateral Amendments	66	\$11.00	\$726.00	\$627.00	\$99.00	\$19.80	\$79.20
SOS - UCC Images	9,172	\$0.45	\$4,127.40	\$2,935.04	\$1,192.36	\$238.47	\$953.89
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	241	Variable	\$2,651.00	\$2,289.50	\$361.50	\$72.30	\$289.20
SOS - UCCASSIGN_BULK	24	Variable	\$264.00	\$228.00	\$36.00	\$7.20	\$28.80
SOS - UCCCOLLAMEND	24	Variable	\$264.00	\$228.00	\$36.00	\$7.20	\$28.80
SOS - UCCCONT_BULK	343	Variable	\$3,773.00	\$3,258.50	\$514.50	\$102.90	\$411.60
SOS - UCCORIG_BULK	874	Variable	\$9,614.00	\$8,303.00	\$1,311.00	\$262.20	\$1,048.80
SOS - EFS Interactive Searches	764	\$4.50	\$3,438.00	\$2,674.00	\$764.00	\$152.80	\$611.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	335	\$11.00	\$3,685.00	\$3,182.50	\$502.50	\$100.50	\$402.00
SOS - EFS Original Filings	115	\$11.00	\$1,265.00	\$1,092.50	\$172.50	\$34.50	\$138.00
REV - Sales/Use Tax Permit Lists	15	\$5.50	\$82.50	\$0.00	\$82.50	\$16.50	\$66.00
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	14	5.00	\$350.00	\$280.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	14	Variable	\$350.00	\$280.00	\$70.00	\$14.00	\$56.00
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	7	5% of Fee	\$1,008.00	\$1,008.00	\$50.40	\$10.08	\$40.32
E&A - Engineers & Architects	54	5% of Fee	\$8,100.00	\$8,100.00	\$405.00	\$81.00	\$324.00
Water Well Registrations	254	5% of Fee	\$20,600.00	\$19,158.00	\$1,442.00	\$288.40	\$1,153.60
REV - Motor Fuels Tax Filing	469	\$0.25	\$117.25	\$0.00	\$117.25	\$23.45	\$93.80
NDOA - Applicator permits	58	Variable	\$4,115.00	\$3,958.00	\$157.00	\$31.40	\$125.60
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	306	Variable	\$43,475.93	\$42,413.22	\$1,062.71	\$212.54	\$850.17
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	7	Variable	\$16,180.83	\$16,153.70	\$27.13	\$5.43	\$21.70
NDOA - AGSMALL_PACKAG	1	Variable	\$1,025.00	\$1,023.25	\$1.75	\$0.35	\$1.40
NDOA - AG_EURO_CORN	1	Variable	\$64.06	\$60.75	\$3.31	\$0.66	\$2.65
NDOA - AG_EURO_CORN_CERT	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	118	Variable	\$75,847.85	\$75,200.87	\$646.98	\$129.40	\$517.58
NDOA - AGFIRM_REGISTRATION	10	Variable	\$152.96	\$132.50	\$20.46	\$4.09	\$16.37
NDOA - AGGFAL_Renew	1	Variable	\$30.75	\$28.25	\$2.50	\$0.50	\$2.00
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,053.94	\$23,046.94	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	1	Variable	\$8,071.44	\$7,873.59	\$197.85	\$39.57	\$158.28
NDOA - Food License Renewals	763	Variable	\$107,625.53	\$104,771.29	\$2,854.24	\$570.85	\$2,283.39
NDOA - AGMILK_RENEW	6	Variable	\$2,046.07	\$1,989.50	\$56.57	\$11.31	\$45.26
NDOA - AGPESTKELLY	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	55	Variable	\$8,751.44	\$8,545.50	\$205.94	\$41.19	\$164.75
NDOA - AG_CervineFacility Permit	4	Variable	\$238.30	\$228.00	\$10.30	\$2.06	\$8.24
NDOA - AGACTNMRKT	36	Variable	\$41,577.16	\$41,514.16	\$63.00	\$12.60	\$50.40
NDOA - AGNURSERY_RENEW	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	1	Variable	\$170.95	\$162.50	\$8.45	\$1.69	\$6.76

NDOA - AGPERMIT_SELLSEEDS	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	27	Variable	\$303.75	\$270.00	\$33.75	\$6.75	\$27.00
SFM - Fireworks Display Permits	0	Variable	\$570.75	\$550.00	\$20.75	\$4.15	\$16.60
SFM_BOILER	81	Variable	\$8,742.00	\$8,742.00	\$243.00	\$48.60	\$194.40
SFM_ELEVATOR	162	Variable	\$36,006.72	\$36,006.72	\$486.00	\$97.20	\$388.80
SFM_ELEVATOR_CC%	103	Variable	\$31,139.48	\$31,139.48	\$934.18	\$186.84	\$747.34
OTC-Over the counter payment	23,021	Variable	\$6,096,762.15	\$6,027,459.57	\$69,302.58	\$13,860.52	\$55,442.06
OTC Billback	423	Variable	\$3,487.12	\$0.00	\$3,487.12	\$697.42	\$2,789.70
PropertyTax Payments	1,115	Variable	\$3,996,617.97	\$3,982,399.44	\$14,218.53	\$2,843.71	\$11,374.82
PropertyTaxOTC	47	Variable	\$82,217.18	\$81,426.72	\$790.46	\$158.09	\$632.37
NDOL - Contractor Registration	1,629	Variable	\$48,984.85	\$44,080.00	\$4,904.85	\$980.97	\$3,923.88
NDOL_OVR_PMT	83	Variable	\$31,219.97	\$30,838.50	\$381.47	\$76.29	\$305.18
NDOL_TAX_PMT	70	Variable	\$27,358.71	\$26,357.95	\$1,000.76	\$200.15	\$800.61
NEROADS - DOT_Permits	11,881	Variable	\$299,726.75	\$278,935.00	\$20,791.75	\$4,158.35	\$16,633.40
NEROADS - DOT_Hay	233	Variable	\$9,944.75	\$9,320.00	\$624.75	\$124.95	\$499.80
NEROADS- NDOT_RMS	36	Variable	\$11,277.25	\$10,846.84	\$430.41	\$86.08	\$344.33
NEROADS- NDOTSPD	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40
NEROADS - NDOTPERMITS	10	Variable	\$222.50	\$206.80	\$15.70	\$3.14	\$12.56
State Patrol Crime Report	1,396	\$18.00	\$28,411.50	\$22,912.50	\$5,499.00	\$1,099.80	\$4,399.20
NSPCCW_Renew - NSP Conceal & Carry	782	\$4.50	\$42,619.00	\$39,100.00	\$3,519.00	\$703.80	\$2,815.20
NSPApptFee	1,009	\$4.50	\$60,233.09	\$56,958.50	\$3,274.59	\$654.92	\$2,619.67
State Patrol Crime Report - Subscriber	1,806	Variable	\$27,939.00	\$23,111.40	\$4,827.60	\$965.52	\$3,862.08
Event Registration	273	10% of Fee	\$24,678.01	\$22,236.51	\$2,441.50	\$488.30	\$1,953.20
Sarpy_Stop	222	Variable	\$32,895.00	\$32,095.74	\$799.26	\$159.85	\$639.41
Medicaid & Long Term Care	1	\$1.75	\$45.00	\$45.00	\$1.75	\$0.35	\$1.40
LPNNRD_Trees_Sale	0	Variable	0	0	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	18	Variable	\$1,033.80	\$980.00	\$53.80	\$10.76	\$43.04
order_form_LPNNRD	31	Variable	\$1,563.50	\$1,470.33	\$93.17	\$18.63	\$74.54
order_form_UBBNRD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	13	Variable	\$538.37	\$505.00	\$33.37	\$6.67	\$26.70
Utility_payment	1,820	Variable	\$357,227.71	\$349,421.10	\$7,806.61	\$1,561.32	\$6,245.29
SarpyCommunityCorrections	14	Variable	\$909.40	\$863.35	\$46.05	\$9.21	\$36.84
SARPY_VEHINSP	57	Variable	\$2,285.02	\$2,132.00	\$153.02	\$30.60	\$122.42
OTLPAYMENT	15	Variable	\$20,730.04	\$20,641.64	\$88.40	\$17.68	\$70.72
59PlanningDept	127	Variable	\$47,138.11	\$46,258.86	\$879.25	\$175.85	\$703.40
gretna_occ_tax	25	Variable	\$46,365.45	\$46,290.45	\$75.00	\$15.00	\$60.00
hastings_multi_payment	1	Variable	\$312.00	\$300.00	\$12.00	\$2.40	\$9.60
SYNTHETICSVC	10	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBELS_Recip_Surveyor	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NBELS_Land_Surveyor	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NBELS_Surveyor_Training	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
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
DOIRENEW		Variable	\$11,751.00	\$11,100.00	\$651.00	\$130.20	\$520.80
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	153,500	Variable	\$9,210.00	\$0.00	\$9,210.00	\$1,842.00	\$7,368.00
NBC_Inspections	490	Variable	\$57,809.83	\$57,809.83	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	210,730	Variable	\$12,643.80	\$0.00	\$12,643.80	\$2,528.76	\$10,115.04
NBC_NISaleBarn	92	Variable	\$84,240.10	\$84,240.10	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	99,106	Variable	\$5,946.36	\$0.00	\$5,946.36	\$1,189.27	\$4,757.09
NBC_RFLRenewal	14	Variable	\$178,075.00	\$178,075.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	98	Variable	\$36,230.40	\$36,230.40	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	42,624	Variable	\$2,557.44	\$0.00	\$2,557.44	\$511.49	\$2,045.95
NBC_BrandRene	31	Variable	\$116.25	\$0.00	\$116.25	\$23.25	\$93.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	1,729	Variable	\$6,916.00	\$4,322.50	\$2,593.50	\$518.70	\$2,074.80
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhhscentreg	3,815	\$1.50	\$18,191.00	\$12,476.00	\$5,715.00	\$1,143.00	\$4,572.00
dhhscentregDHL	10,732	\$1.50	\$53,660.00	\$37,562.00	\$16,098.00	\$3,219.60	\$12,878.40
REVENUE_FEE	6,302	\$1.75	\$11,028.50	\$0.00	\$11,028.50	\$2,205.70	\$8,822.80
MVILB_Renewal	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,698,317.00		26,682,435.01	25,937,880.96	746,604.38	149,320.86	597,283.52

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	162,674	\$1.00	\$162,674.00	81,337.00	81,337.00	\$81,337.00
Court Records (Justice) Monthly	95	\$500.00	\$47,500.00	\$23,750.00	23,750.00	\$23,750.00
Court Records (Justice) Credit Card Searches	1,056	\$15.00	\$15,840.00	\$7,920.00	7,920.00	\$7,920.00
Court E-Filing	19,648	\$1.00	\$19,648.00	\$0.00	19,648.00	\$19,648.00
COURTRECORDF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	430	\$2.00	\$860.00	\$0.00	860.00	\$860.00
AOCERTGS	41	Variable	\$294.81	\$220.00	74.81	\$74.81
COURTAPPTFILE	6	variable	\$422.00	\$0.00	422.00	\$422.00
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	6,370	Variable	\$902,458.81	\$884,148.41	18,310.40	\$18,310.40
AOC_Cert_Authority	22	Variable	\$599.66	\$550.00	49.66	\$49.66
Court Payments	3,017	Variable	\$939,744.51	\$924,195.26	15,549.25	\$15,549.25
Lobbyist Registration	19	\$0.05	\$3,060.00	\$3,060.00	153.00	\$153.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	655	\$3.00	\$1,965.00	\$0.00	\$1,965.00	\$1,965.00
Scalessubscr	856	Variable	\$856.00	\$428.00	428.00	\$428.00
SUBTOTAL	195,028		2,107,672.79	1,925,608.67	182,217.12	182,217.12
						\$47,279.71

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			\$80,250.83	\$80,250.83	\$80,250.83
Subscriptions - New		\$493.00 variable	\$49,300.00	\$49,300.00	\$49,300.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$129,550.83	\$129,550.83	

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	37	variable	2,475,828.00	2,475,828.00	0.00
COURTEFILESUB	19,648	variable	\$549,447.78	\$549,447.78	0.00
PSCREMIT	307	variable	\$4,947,994.08	\$4,947,994.08	0.00
WCCSUB	97	variable	\$1,544.00	\$1,544.00	0.00
SUBTOTAL	20,089		\$7,974,813.86	\$7,974,813.86	\$0.00

Payment Statement
October 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: September 1st - September 31st

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	
DMV- DLR - Batch	5,331	\$7.50	\$39,982.50	\$34,651.50	\$5,331.00	\$1,066.20	\$4,264.80
DMV- DLR - Monitoring Fee	106,150	\$0.06	\$6,369.00	\$4,246.00	\$2,123.00	\$424.60	\$1,698.40
DMV- DLR - Interactive	68,864	\$7.50	\$516,480.00	\$447,616.00	\$68,864.00	\$13,772.80	\$55,091.20
DMV- DLR - Certified	7	\$7.50	\$52.50	\$45.50	\$7.00	\$1.40	\$5.60
DMV- DLR - Certified Transcript	101	\$8.50	\$858.50	\$757.50	\$101.00	\$20.20	\$80.80
DMV-SRIND	248	\$0.50	\$124.00	\$0.00	\$124.00	\$24.80	\$99.20
DMV-SRBULK	4,429	\$0.15	\$664.35	\$0.00	\$664.35	\$132.87	\$531.48
DMVSRMONTH	4	\$0.15	\$800.00	\$0.00	\$800.00	\$160.00	\$640.00
DMV - DLR Single	1,631	\$7.50	\$12,232.50	\$10,601.50	\$1,631.00	\$326.20	\$1,304.80
DMV - Driver License Renew	16,005	Variable	\$446,133.50	\$424,696.00	\$21,437.50	\$4,287.50	\$17,150.00
DMVOTC	6,922	Variable	\$176,907.00	\$167,427.00	\$9,480.00	\$1,896.00	\$7,584.00
DMVOTC_CASH	20,526	Variable	\$501,106.00	\$501,106.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	18,947	\$1.00	\$18,947.00	\$7,578.80	\$11,368.20	\$2,273.64	\$9,094.56
DMV- TLR - batch	23,673	\$1.00	\$23,673.00	\$9,469.20	\$14,203.80	\$2,840.76	\$11,363.04
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	9	\$18.00	\$162.00	\$90.00	\$72.00	\$14.40	\$57.60
DMV - Reinstatement	1,700	\$3.00	\$135,078.00	\$129,975.00	\$5,103.00	\$1,020.60	\$4,082.40
DMV - IRP	316	Variable	\$296,025.24	\$296,753.19	\$2,272.05	\$454.41	\$1,817.64
DMV - IFTA	169	Variable	\$31,101.19	\$30,497.31	\$603.88	\$120.78	\$483.10
DMVSPLATE	501	Variable	\$7,563.00	\$6,060.00	\$1,503.00	\$300.60	\$1,202.40
DMVSPLATEMESS	808	Variable	\$41,234.00	\$38,810.00	\$2,424.00	\$484.80	\$1,939.20
DMV - SingleTripPermit	869	Variable	\$35,532.00	\$32,630.00	\$2,902.00	\$580.40	\$2,321.60
DMV - Motor Vehicle Renewals	40,848	Variable	\$8,982,933.56	\$8,763,943.25	\$218,990.31	\$43,798.06	\$175,192.25
DMV_Fleets	29	Variable	\$59,766.99	\$59,469.51	\$297.48	\$59.50	\$237.98
DMV_DAS	806	Variable	\$76,166.00	\$62,912.00	\$13,254.00	\$2,650.80	\$10,603.20
HHSS - Health Practitioner Lists	105	Variable	\$6,065.00	\$0.00	\$6,065.00	\$1,213.00	\$4,852.00
HHSS - Health Practitioner Lists Bulk	2	Variable	\$430.00	\$0.00	\$430.00	\$86.00	\$344.00
HHSS - Health License Monitoring	150,987	Variable	\$1,509.87	\$0.00	\$1,509.87	\$301.97	\$1,207.90
HHSS - Health License Monitoring Mo. Min.	8	Variable	\$113.25	\$0.00	\$113.25	\$22.65	\$90.60
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	413	\$1.00	\$29,299.04	\$28,240.00	\$1,059.04	\$211.81	\$847.23
LCC Local Renewals	288	Variable	\$263,803.96	\$260,623.02	\$3,180.94	\$636.19	\$2,544.75
LOCLCCNEW	1	Variable	\$479.89	\$463.00	\$16.89	\$3.38	\$13.51
LCC_Orders	5	Variable	\$333.84	\$326.20	\$7.64	\$1.53	\$6.11
LCC_SDL	137	Variable	\$6,683.62	\$6,320.00	\$363.62	\$72.72	\$290.90
SED - Electrical Permits	863	4% of Fee	\$91,143.33	\$87,693.50	\$3,449.83	\$689.97	\$2,759.86
SED - Electrician License Renewal	43	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	204	3.00	\$4,692.00	\$4,080.00	\$612.00	\$122.40	\$489.60
SED - License List	3	Variable	\$85.00	\$70.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)	61	3.00	\$3,846.00	\$3,660.00	\$186.00	\$37.20	\$148.80
SEDEXAM5 - Exam Application (\$5 fee)	14	5.00	\$1,820.00	\$1,750.00	\$70.00	\$14.00	\$56.00
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	2,937	\$2/vari	\$207,519.35	\$200,390.00	\$7,129.35	\$1,425.87	\$5,703.48
SOS - Corp filings (Foreign/Domestic Corporati	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - corpdocs (TPE)	1,622	Variable	\$8,258.50	\$4,531.80	\$3,726.70	\$745.34	\$2,981.36
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	\$690.00	\$345.00	\$345.00	\$69.00	\$276.00
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	13	\$300.00	\$3,900.00	\$1,950.00	\$1,950.00	\$390.00	\$1,560.00
SOS - Corp_OCOGS	544	\$6.50	\$3,536.00	\$1,360.00	\$2,176.00	\$435.20	\$1,740.80
SOS - Corpcogs	6	\$10.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	3,320	\$0.45	\$1,494.00	\$1,062.40	\$431.60	\$86.32	\$345.28
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	4,688	\$4.50	\$21,096.00	\$16,408.00	\$4,688.00	\$937.60	\$3,750.40
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	940	Variable	\$1,880.00	\$940.00	\$940.00	\$188.00	\$752.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	5	\$15.00	\$75.00	\$37.50	\$37.50	\$7.50	\$30.00
SOS - UCC Continuationl Filings	1,150	\$11.00	\$12,650.00	\$10,925.00	\$1,725.00	\$345.00	\$1,380.00
SOS - UCC Original Filings	1,422	\$11.00	\$15,642.00	\$13,509.00	\$2,133.00	\$426.60	\$1,706.40
SOS - UCC Electronic Amendments	360	\$11.00	\$3,960.00	\$3,420.00	\$540.00	\$108.00	\$432.00
SOS - UCC Electronic Assignments	5	\$11.00	\$55.00	\$47.50	\$7.50	\$1.50	\$6.00
SOS - UCC Electronic Collateral Amendments	59	\$11.00	\$649.00	\$560.50	\$88.50	\$17.70	\$70.80
SOS - UCC Images	8,305	\$0.45	\$3,737.25	\$2,657.60	\$1,079.65	\$215.93	\$863.72
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	25	Variable	\$275.00	\$237.50	\$37.50	\$7.50	\$30.00
SOS - UCCASSIGN_BULK	16	Variable	\$176.00	\$152.00	\$24.00	\$4.80	\$19.20
SOS - UCCCOLLAMEND	17	Variable	\$187.00	\$161.50	\$25.50	\$5.10	\$20.40
SOS - UCCCONT_BULK	183	Variable	\$2,013.00	\$1,738.50	\$274.50	\$54.90	\$219.60
SOS - UCCORIG_BULK	957	Variable	\$10,527.00	\$9,091.50	\$1,435.50	\$287.10	\$1,148.40
SOS - EFS Interactive Searches	762	\$4.50	\$3,429.00	\$2,667.00	\$762.00	\$152.40	\$609.60
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	348	\$11.00	\$3,828.00	\$3,306.00	\$522.00	\$104.40	\$417.60
SOS - EFS Original Filings	106	\$11.00	\$1,166.00	\$1,007.00	\$159.00	\$31.80	\$127.20
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$5.50	\$22.00
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	19	5.00	\$475.00	\$380.00	\$0.00	\$0.00	\$0.00
NBPA Renewals TPE	19	Variable	\$475.00	\$380.00	\$95.00	\$19.00	\$76.00
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	44	5% of Fee	\$5,354.00	\$5,354.00	\$267.70	\$53.54	\$214.16
E&A - Engineers & Architects	58	5% of Fee	\$8,700.00	\$8,700.00	\$435.00	\$87.00	\$348.00
Water Well Registrations	290	5% of Fee	\$23,410.00	\$21,771.30	\$1,638.70	\$327.74	\$1,310.96
REV - Motor Fuels Tax Filing	490	\$0.25	\$122.50	\$0.00	\$122.50	\$24.50	\$98.00
NDOA - Applicator permits	24	Variable	\$1,575.00	\$1,512.00	\$63.00	\$12.60	\$50.40
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	246	Variable	\$33,020.34	\$32,055.21	\$965.13	\$193.03	\$772.10
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCW	8	Variable	\$6,176.82	\$6,152.85	\$23.97	\$4.79	\$19.18
NDOA - AGSMALL_PACKAGE	1	Variable	\$128.11	\$123.25	\$4.86	\$0.97	\$3.89
NDOA - AG_EURO_CORN	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AG_EURO_CORN_CERT	1	Variable	\$51.25	\$48.25	\$3.00	\$0.60	\$2.40
NDOA - AGFFAL_Tonnage	18	Variable	\$2,577.51	\$2,494.17	\$83.34	\$16.67	\$66.67
NDOA - AGFIRM_REGISTRATION	3	Variable	\$45.74	\$39.75	\$5.99	\$1.20	\$4.79
NDOA - AGGFAL_Renew	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - DAIRY/EGG/TURKEY	12	Variable	\$28,239.22	\$28,119.39	\$119.83	\$23.97	\$95.86
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	276	Variable	\$56,926.69	\$55,661.53	\$1,265.16	\$253.03	\$1,012.13
NDOA - AGMILK_RENEW	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD_NEW	38	Variable	\$5,987.66	\$5,855.25	\$132.41	\$26.48	\$105.93
NDOA - AG_CervineFacility Permit	1	Variable	\$166.55	\$160.75	\$5.80	\$1.16	\$4.64
NDOA - AGACTNMRKT	34	Variable	\$41,318.18	\$41,256.93	\$61.25	\$12.25	\$49.00
NDOA - AGNURSERY_RENEW	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGNURSERY_STOCK	2	Variable	\$168.07	\$162.50	\$5.57	\$1.11	\$4.46

NDOA - AGPERMIT_SELLSEEDS	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pet Feed Rendering	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NDOA - AGPESTDEAL_NEW	2	Variable	\$51.24	\$46.50	\$4.74	\$0.95	\$3.79
NDOA - Governor Ag Conference	0	\$3.00	0	0	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	11	Variable	\$123.75	\$110.00	\$13.75	\$2.75	\$11.00
SFM - Fireworks Display Permits	0	Variable	0	0	\$0.00	\$0.00	\$0.00
SFM_BOILER	61	Variable	\$8,189.00	\$8,189.00	\$183.00	\$36.60	\$146.40
SFM_ELEVATOR	221	Variable	\$40,094.52	\$40,094.52	\$663.00	\$132.60	\$530.40
SFM_ELEVATOR_CC%	129	Variable	\$29,032.28	\$29,032.28	\$870.97	\$174.19	\$696.78
OTC-Over the counter payment	20,109	Variable	\$5,562,293.07	\$5,501,463.93	\$60,829.14	\$12,165.83	\$48,663.31
OTC Billback	308	Variable	\$3,330.83	\$0.00	\$3,330.83	\$666.17	\$2,664.66
PropertyTax Payments	430	Variable	\$1,243,350.01	\$1,238,153.66	\$5,196.35	\$1,039.27	\$4,157.08
PropertyTaxOTC	24	Variable	\$44,430.85	\$44,042.18	\$388.67	\$77.73	\$310.94
NDOL - Contractor Registration	1,350	Variable	\$44,035.75	\$39,895.00	\$4,140.75	\$828.15	\$3,312.60
NDOL_OVR_PMT	69	Variable	\$16,792.40	\$16,535.00	\$257.40	\$51.48	\$205.92
NDOL_TAX_PMT	129	Variable	\$16,055.09	\$15,211.73	\$843.36	\$168.67	\$674.69
NEROADS - DOT_Permits	11,336	Variable	\$292,973.00	\$273,135.00	\$19,838.00	\$3,967.60	\$15,870.40
NEROADS - DOT_Hay	1	Variable	\$42.75	\$40.00	\$2.75	\$0.55	\$2.20
NEROADS- NDOT_RMS	35	Variable	\$8,423.06	\$8,166.63	\$256.43	\$51.29	\$205.14
NEROADS- NDOTSPD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	9	Variable	\$190.75	\$176.62	\$14.13	\$2.83	\$11.30
State Patrol Crime Report	1,463	\$18.00	\$28,923.00	\$23,325.00	\$5,598.00	\$1,119.60	\$4,478.40
NSPCCW_Renew - NSP Conceal & Carry	649	\$4.50	\$35,316.00	\$32,400.00	\$2,916.00	\$583.20	\$2,332.80
NSP Appt Fee	953	\$4.50	\$52,451.54	\$49,461.50	\$2,990.04	\$598.01	\$2,392.03
State Patrol Crime Report - Subscriber	1,682	Variable	\$25,579.00	\$21,480.40	\$4,098.60	\$819.72	\$3,278.88
Event Registration	248	10% of Fee	\$22,332.00	\$20,102.00	\$2,230.00	\$446.00	\$1,784.00
Sarpy_Stop	199	Variable	\$29,920.00	\$29,193.00	\$727.00	\$145.40	\$581.60
Medicaid & Long Term Care	1	\$1.75	\$82.00	\$82.00	\$1.75	\$0.35	\$1.40
LPNNRD_Trees_Sale	0	Variable	0	0	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	0	0	\$0.00	\$0.00	\$0.00
recreation_program	0	Variable	0	0	\$0.00	\$0.00	\$0.00
order_form_LPNNRD	35	Variable	\$1,962.92	\$1,859.74	\$103.18	\$20.64	\$82.54
order_form_UBBNRD	0	Variable	0	0	\$0.00	\$0.00	\$0.00
Library_acct_mgmt	11	Variable	\$468.25	\$440.00	\$28.25	\$5.65	\$22.60
Utility_payment	1,876	Variable	\$378,698.88	\$370,390.10	\$8,308.78	\$1,661.76	\$6,647.02
SarpyCommunityCorrections	16	Variable	\$3,698.81	\$3,581.60	\$117.21	\$23.44	\$93.77
SARPY_VEHINSP	62	Variable	\$2,745.47	\$2,572.75	\$172.72	\$34.54	\$138.18
OTLPAYMENT	12	Variable	\$13,077.48	\$13,030.05	\$47.43	\$9.49	\$37.94
59PlanningDept	60	Variable	\$20,135.16	\$19,733.97	\$401.19	\$80.24	\$320.95
gretna_occ_tax	33	Variable	\$55,353.70	\$55,254.70	\$99.00	\$19.80	\$79.20
hastings_multi_payment	1	Variable	\$83.00	\$80.00	\$3.00	\$0.60	\$2.40
SYNTHETICSVC	25	Variable	\$10.00	\$10.00	\$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
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
DOIRENEW		Variable	\$5,185.00	\$4,900.00	\$285.00	\$57.00	\$228.00
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	169,803	Variable	\$10,188.18	\$0.00	\$10,188.18	\$2,037.64	\$8,150.54
NBC_Inspections	446	Variable	\$57,878.06	\$57,878.06	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	35,736	Variable	\$2,144.16	\$0.00	\$2,144.16	\$428.83	\$1,715.33
NBC_NISaleBarn	85	Variable	\$94,780.95	\$94,780.95	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	111,507	Variable	\$6,690.42	\$0.00	\$6,690.42	\$1,338.08	\$5,352.34
NBC_RFLRenewal	5	Variable	\$29,962.50	\$29,962.50	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	105	Variable	\$44,284.15	\$44,284.15	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	52,099	Variable	\$3,125.94	\$0.00	\$3,125.94	\$625.19	\$2,500.75
NBC_BrandRene	27	Variable	\$101.25	\$0.00	\$101.25	\$20.25	\$81.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	1,413	Variable	\$5,652.00	\$3,532.50	\$2,119.50	\$423.90	\$1,695.60
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

dhscentreg	3,201	\$1.50	\$15,231.00	\$10,443.00	\$4,788.00	\$957.60	\$3,830.40
dhscentregDHL	8,278	\$1.50	\$41,390.00	\$28,973.00	\$12,417.00	\$2,483.40	\$9,933.60
REVENUE_FEE	5,686	\$1.75	\$9,950.50	\$0.00	\$9,950.50	\$1,990.10	\$7,960.40
MVILB_Renewal	0	Variable 0	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL	931,430.00		20,665,887.53	20,047,119.18	621,094.77	124,218.98	496,875.79

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	147,937	\$1.00	\$147,937.00	73,968.50	73,968.50	\$73,968.50
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	1,045	\$15.00	\$15,705.00	\$7,852.50	7,852.50	\$7,852.50
Court E-Filing	18,404	\$1.00	\$18,404.00	\$0.00	18,404.00	\$18,404.00
COURTRECORDF	2	Variable	\$3,000.00	\$0.00	3,000.00	\$3,000.00
COURTRECORDU	2	Variable	\$2,000.00	\$0.00	2,000.00	\$2,000.00
COURTAPELFILE	432	\$2.00	\$864.00	\$0.00	864.00	\$864.00
AOCERTGS	60	Variable	\$473.38	\$360.00	113.38	\$113.38
COURTAPPTFILE	12	variable	\$1,287.00	\$0.00	1287.00	\$1,287.00
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	5,911	Variable	\$847,354.37	\$830,334.32	17,020.05	\$17,020.05
AOC_Cert_Authority	21	Variable	\$573.53	\$525.00	48.53	\$48.53
Court Payments	3,089	Variable	\$1,299,569.87	\$1,282,852.98	16,716.89	\$16,716.89
Lobbyist Registration	6	\$0.05	\$1,200.00	\$1,200.00	60.00	\$60.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	582	\$3.00	\$1,746.00	\$0.00	\$1,746.00	\$1,746.00
Scalessubscr	780	Variable	\$780.00	\$390.00	390.00	\$390.00
SUBTOTAL	178,513		2,394,744.15	2,221,033.30	173,770.85	173,770.85
						\$44,847.91

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			\$74,093.83	\$74,093.83	\$74,093.83
Subscriptions - New		\$405.00 variable	\$40,386.55	\$40,386.55	\$40,386.55
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$114,480.38	\$114,480.38	

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	37	variable	3,176,834.00	3,176,834.00	0.00
COURTEFILESUB	18,404	variable	\$497,355.50	\$497,355.50	0.00
PSCREMIT	299	variable	\$4,910,456.43	\$4,910,456.43	0.00
WCCSUB	106	variable	\$1,590.00	\$1,590.00	0.00
SUBTOTAL	18,846		\$8,586,235.93	\$8,586,235.93	\$0.00