

**NEBRASKA STATE RECORDS BOARD  
MEETING: April 10, 2019**

Nebraska State Capitol  
Room 1507  
Lincoln, NE  
April 10, 2019  
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 scheduled for March 6, 2019 has been canceled. The meeting has been rescheduled and will be held Wednesday April 10, 2019 at 9:00 AM, Nebraska State Capitol, Room 1507, Lincoln, NE.  
At times, the Board may go into closed session during the meeting as provided by Neb. Rev. Stat. 84-1410.  
An agenda, kept continually, shall be available for inspection at the Nebraska State Records Board during regular business hours or at the Board's website at [staterrecords-board.nebraska.gov](http://staterrecords-board.nebraska.gov). If auxiliary aids or reasonable accommodations are needed for attendance at the hearing, please call the Nebraska State Records Board's offices at (402) 471-2550. For persons with hearing/speech impairments, please call the Nebraska Relay System at (800) 833-7352 (TDD) or (800) 833-0920 (Voice). Advance notice of at least seven days is needed when requesting an interpreter.  
822589 11 Mar 2

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

ORDER NUMBER 822589

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

One successive times(s) the first insertion having been on Mar 2, 2019 and thereafter on \_\_\_\_\_, 20\_\_\_\_ and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

*Ismeil*



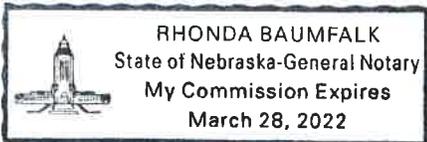
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The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Subscribed in my presence and sworn to before me on March 4, 2019

*Rhonda Baumfalk* Notary Public



<b>Organization</b>	Nebraska State Records Board
<b>Activity</b>	Public Hearing
<b>Date of Activity</b>	Wednesday, 04/10/2019
<b>Time of Activity</b>	Meeting starts at 9:00 AM Central
<b>Last Updated</b>	Wednesday, 02/27/2019
<b>Location</b>	State Capitol, Room 1507, Lincoln, NE
<b>Details</b>	Quarterly Meeting
<b>Meeting Agenda</b>	<a href="https://staterrecordsboard.nebraska.gov/">https://staterrecordsboard.nebraska.gov/</a>
<b>Meeting Materials</b>	<a href="https://staterrecordsboard.nebraska.gov/">https://staterrecordsboard.nebraska.gov/</a>
<b>Person to Contact for Additional Information:</b>	
<b>Name</b>	Steven Chase
<b>Address</b>	440 S 8th Street Suite 210 Lincoln, NE
<b>Telephone</b>	(402) 471-2747
<b>Fax</b>	(402) 471-2406
<b>E-Mail</b>	<a href="mailto:steven.chase@nebraska.gov">steven.chase@nebraska.gov</a>
<b>Agency Homepage</b>	<a href="https://staterrecordsboard.nebraska.gov/">https://staterrecordsboard.nebraska.gov/</a>

## NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol

Room 1507

Lincoln, NE

April 10, 2019

9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF NEBRASKA OPEN MEETING ACT  
The Act and reproducible written materials to be discussed at the open meeting are located in the back of the meeting room. A copy of the Open Meetings Act is posted in the back of the meeting room.
3. NOTICE OF HEARING
4. ADOPTION OF AGENDA  
**Action Item:** Approval of Agenda.
5. APPROVAL OF MINUTES  
**Action Item:** Approval of December 12, 2018 meeting minutes.
6. PUBLIC COMMENT
7. CHAIRPERSON'S REPORT
  - a) AGREEMENTS & ADDENDA
    - 1) **Non-Action Item: Electronic Government Service Level Agreements** between Nebraska Interactive, LLC, the NE State Records Board, and the Village of Bancroft, Village of Cairo, the Educational Lands & Funds, the Ethanol Board, City of Gretna, Lower Elkhorn NRD, The Village of Oxford, Red Willow County, and the City of York. Signed by the Chair pursuant to Board Authority.
    - 2) **Non-Action Item: Addenda (PinDebit-Local) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board, and the Village of Bancroft Addendum 1, Village of Cairo Addendum 1, Cass County Addendum 1 (Revised), Lower Elkhorn NRD Addendum 1, Village of Oxford Addendum 1, Red Willow County Addendum 1 (Revised), City of Tilden Addendum 2, and the City of York Addendum 1. Signed by the Chair pursuant to Board Authority.
    - 3) **Non-Action Item: Addenda (PinDebit-State) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board, and the Educational Lands & Funds, and the Racing Commission, Addendum 2. Signed by the Chair pursuant to Board Authority.
    - 4) **Non-Action Item: Addenda (Real Estate)** between Nebraska Interactive, LLC, the NE State Records Board, and Red Willow County Treasurer Addendum 2. Signed by the Chair pursuant to Board Authority.
    - 5) **Non-Action Item: Addenda (Event Registration)** between Nebraska Interactive, LLC, the NE State Records Board, and the Ethanol Board, Addendum 1. Signed by the Chair pursuant to Board Authority.

- 6) **Non-Action Item: Addenda (Citizen Payment Processing)** between Nebraska Interactive, LLC, the NE State Records Board, and the City of Gretna Addendum 1 and the City of Hickman, Addendum 2. Signed by the Chair pursuant to Board Authority.
  - 7) **Action Item: Revised Addendum 3, Proposal for Boiler Inspection Fees** with Nebraska Interactive LLC, the Nebraska Department of Labor (NDOL), and the NE State Records Board.
  - 8) **Action Item: Revised Addendum 4, Proposal for Elevator Inspection Fees** with Nebraska Interactive LLC, the Nebraska Department of Labor (NDOL), and the NE State Records Board.
  - 9) **Action Item: Addendum 4, Proposal for Online Medical Malpractice Insurance Renewal** between Nebraska Interactive LLC, the Nebraska Department of Insurance (NDOI), and the NE State Records Board.
- b) NETWORK MANAGER DEFINITION OR DESIGNATION, **Non-Action Item:** Recommendation from the Portal Operations Review Subcommittee on the definition of “network manager” as provided in the Nebraska Records Management Act.
8. REVIEW OF ADDENDUM TEMPLATES FOR THE 2019 PORTAL AGREEMENT.
    - a) **Action Item:** Payport PIN Debit Addendum
    - b) **Action Item:** Event Registration Addendum
    - c) **Action Item:** Real Estate Tax Payments Addendum
    - d) **Action Item:** Citizen Payment Processing Addendum Template
    - e) **Action Item:** Business Payment Processing Addendum Template
    - f) **Action Item:** Authorization for the Board Chair to utilize, review and execute the templates outlined in Item 8a to 8e.
  9. EXECUTIVE DIRECTOR REPORTS
    - a) **Action Item:** NSRB Cash Fund Balance update.
    - b) Review of Project Status Reports.
    - c) Portal Agreement Update
  10. NEBRASKA INTERACTIVE REPORTS
    - a) **Action Item:** Project Priority Report Q4
    - b) General Manager’s Report
    - c) Presentation – Sole Source Future
  11. DATE FOR NEXT MEETING  
June 5, 2019  
9:00 a.m.  
Room 1507  
Nebraska State Capitol
  12. ADJOURNMENT  
**Action Item:** Move to adjourn

Last Updated 04/05/2019



## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of December 12, 2018

#### **Agenda Item 1. CALL TO ORDER, ROLL CALL.**

The meeting of the Nebraska State Records Board (NSRB) was called to order by Acting Chairperson Colleen Byelick at 9:01 a.m. on December 12, 2018, in Room 1507 of the State Capitol, Lincoln, Nebraska.

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

Colleen Byelick, Agency Counsel and Deputy Secretary of State, Acting State Records Administrator and Chairperson;  
Lt. Gov. Mike Foley, representing the Governor;  
Phil Olsen, representing the Auditor of Public Accounts;  
Ed Toner, Interim Director of Administrative Services  
Tony Ojeda, representing the Insurance Industry;  
Andrew J. Cano, representing the Libraries;  
Leslie Donley, representing the Attorney General;  
Brian Buescher, representing the Legal Profession;  
Don Stenberg, State Treasurer;  
M. John Steier, representing the Banking Industry  
Walter Weir, representing the General Public  
Angela Stenger, representing the Media

Absent:

John Gale, Secretary of State and Chairman

Staff in attendance:

Steven Chase, Executive Director  
Tracy Marshall, Recording Clerk

Others in attendance

Brent Hoffman, Nebraska Interactive LLC (NI LLC), General Manager  
Carmen Easley, Director of Operations & Marketing, NI LLC,  
Scott Somerhalder, Vice President of Operations, NIC Inc.  
Jayne Friedland Holland, Chief Security Officer, NIC Inc.  
Dan Sweetwood, Executive Director, Nebraska Board of Public Accountancy

James Ohmberger, IT Manager II, Office of the Chief Information Officer (OCIO)  
Terry Lowe, IT Applications Developer, OCIO

**Agenda Item 2. ANNOUNCEMENT OF NEBRASKA OPEN MEETINGS ACT.**

Chairperson Byelick announced that in accordance with the Nebraska Open Meetings Act, reproducible written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act are located to the left of the public seating area.

**Agenda Item 3. NOTICE OF HEARING.**

Chairperson Byelick announced public notice of the meeting was duly published in the Lincoln Journal Star on November 7, 2018, and on the state's website Public Meeting Calendar. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.**

Mr. Chase indicated that there was no modification to the agenda. Treasurer Stenberg moved to adopt the Agenda as presented; seconded by Lt. Gov. Foley.

Voting For:	Buescher Olsen	Byelick Steier	Cano Stenberg	Donley Stenger	Foley Weir
Voting Against:	None				
Absent:	None				
Abstain	Ojeda	Toner			

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.**

Chairperson Byelick asked for a motion to approve the minutes of the September 12, 2018 meeting. Mr. Weir moved to adopt the Minutes as presented; seconded by Mr. Cano.

Voting For:	Buescher Steier	Cano Stenberg	Donley Stenger	Foley Weir	Olsen
Voting Against:	None				
Absent:	None				
Abstain:	Byelick	Ojeda	Toner		

The motion carried.

**Agenda Item 6. PUBLIC COMMENT.**

Chairperson Byelick asked the members of the audience if anyone wished to come forward to provide public comment on anything other than items listed on the agenda. No audience member indicated a desire to provide public comment.

**Agenda Item 7. CHAIRMAN'S REPORT.****Agenda Item 7.a. Agreements & Addenda:**

**Agenda Item 7.a.1.** Mr. Chase introduced the Electronic Government Service Level Agreements between Nebraska Interactive, LLC (NI LLC), and the City of Bellevue, Blaine County, Butler County, Cass County Water District #1, City of Fort Calhoun, Board of Examiners for Land Surveyors, Lower Big Blue NRD, City of Neligh, City of Ord, Racing Commission, City of Sargent, Thayer County, City of Tilden and Wheeler County. All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.2.** Mr. Chase introduced the following Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the following entities: The City of Bellevue (REVISED), Blaine County Treasurer (REVISED), Butler County Treasurer (REVISED), Cass County Water District #1, City of Fort Calhoun (REVISED), Board of Examiners for Land Surveyors, Lower Big Blue NRD, City of Neligh REVISED, City of Ord (REVISED), City of Sargent (REVISED), Thayer County Treasurer (REVISED), Wheeler County Treasurer (REVISED). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.3.** Mr. Chase introduced the following Real Estate Tax Payment Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the Butler County Treasurer (REVISED). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.4.** Mr. Chase introduced the following Citizen Payment processing Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the City of Tilden. All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.5.** Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the State Board of Landscape Architects (Meadowlark Website), Power Review Board (Amendment 1), Board of Public Accountancy (CPA License Permit), Public Service Commission (Remittance System PiD3), and the Department of Revenue (Meadowlark Website). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.6.** Mr. Chase introduced the following Gov2Go Addenda to the Electronic Government Service Level Agreement between NI LLC, the Nebraska State Records Board and the Public Service Commission. The agreement was signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.7. Addenda 5, Proposal for Certified Public Accountant License Permit Application** between Nebraska Interactive LLC, the Nebraska Board of Public Accountancy (NBPA), and the NE State Records Board. Appearing on behalf of the NBPA was Executive Director Dan Sweetwood. Mr. Sweetwood stated the NBPA's original website and online Certified Public Accountant (CPA) application renewal process was provided through a grant by the Board in 2003. The NBPA has contracted with NI LLC for the new database through

the Statement of Work (see Agenda Item 7.a.5) which would provide an update to the database, online CPA application renewal system as well as create an online system for initial CPA applications. Mr. Sweetwood further said that the NBPA does not believe that it has the authority to charge a fee its' users and has not charged its users in the past for usage of the Portal. The current fee requested in Addendum 5 would also be paid by the NBPA for usage of the portal. The NBPA is requesting the Board approve a revised fee for the existing service. Treasurer Stenberg motioned to approve the Addenda, which was seconded by Mr. Ojeda.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			

Voting Against: None

Absent: None

Abstain: None

The motion carried.

**Agenda Item 8. Executive Director's Report.**

**Agenda Item 8a. Cash Fund Balance:** Mr. Chase presented the Nebraska State Records Board Cash Fund Balance update for the Third quarter of 2018. Mr. Chase also indicated that \$356,000.00 will be transferred on or before June 15, 2019 according to LB 327 and the Fund should be able to meet these requirements. .Lt. Gov. Foley moved to adopt the Cash Fund Balance, which was seconded by Mr. Olsen.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			

Voting Against: None

Absent: None

Abstain: None

The motion carried.

Mr. Buescher left the meeting at 9:48 a.m. and returned at 9:52 a.m.

**Agenda Item 8b. Project Status Report:** Mr. Chase presented a report on the projects performed by NI LLC. The report contained responses by the partner agencies and NI LLC as to the progress of the projects. Mr. Chase also indicated that NI LLC have devised a streamlined reporting system for the biweekly reporting of project status progression.

**Agenda Item 8c. NCC Group Escrow Account Verification Proposal:** Mr. Chase stated that the NCC Group Escrow, the company that holds the source code under the current portal agreement, submitted a verification proposal to the Board through the Executive Director. The proposal would verify the approximately 1000 applications at a cost of \$100,000.00. The matter was referred to the Office of the Chief Information Officer (OCIO), who responded that the proposal would not be cost effective. Based on this recommendation, Chairman Gale rejected the proposal.

**Agenda Item 9. PORTAL MANAGER REPORTS.**

**Agenda Item 9.a. Project Priority Report:** Mr. Hoffman presented the updated priority report for the third quarter of 2018. Mr. Hoffman noted that several online services for the Secretary of State and many of the final projects for the mobile inspection project for the Nebraska Brand Committee were completed in the third quarter. Ms. Stenger moved to adopt the Project Priority Report, which was seconded by Ms. Donley.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			
Voting Against:	None				
Absent:	None				
Abstain:	None				

The motion carried.

**Agenda Item 9.b. General Manager’s Report:** Mr. Hoffman presented the General Manager’s report indicating that in the third quarter of 2018, NI LLC made 185 changes and deployed 205 205 services for state and local entities. Mr. Hoffman also noted that Nebraska agencies have won four awards for online innovations through projects with NI LLC. Mr. Hoffman also informed the Board that NI LLC’s management team has participated and completed the Nebraska Center for Excellence’s Six Sigma program with the Nebraska Department of Administrative Services. Mr. Hoffman has stated that the program will increase efficiencies in delivering services to the state.

**Agenda Item 9.c. Cyber Security presentation:** Jayne Friedland Holland, the Chief Security Officer of NI LLC’s parent company, NIC Inc. presented issues on cyber security. The presentation included problems in securing Personally Identifiable Information (PII), preventative policies and current laws affecting online security.

Ed Toner left the meeting at 10:13 a.m. and returned at 10:17 a.m.

A break occurred at 10:30 a.m. The meeting resumed at 10:43 a.m.

**Agenda Item 10. PORTAL AGREEMENT.**

At the September 12, 2018, NSRB meeting, the Board authorized that a sole source agreement be drafted between the Board and Nebraska Interactive, LLC. Mr. Chase stated that a draft of the Portal Agreement was available for the Board’s review with all of its appendices. Mr. Cano

motion for a closed session at 10:41 a.m. on December 12, 2018 for the limited purpose of discussing the Portal Agreement and Appendices. The closed session is necessary for the protection of the public interest. Lt. Gov. Foley seconded the motion.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			

Voting Against: None

Absent: None

Abstain: None

The motioned carried and the Board went to a closed session.

Mr. Cano motioned that the Nebraska State Records Board adjourn from this closed session discussion of the Portal Agreement and Appendices at 11:11 a.m. on December 12, 2018 and return to the public meeting portion of the State Records Board. Treasurer Stenberg seconded the motion.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			

Voting Against: None

Absent: None

Abstain: None

The motion carried and the Board resumed in open session.

Mr. Chase stated that in the closed session, he outlined that the contract was near finalization and most of the appendices have been approved by both sides. Mr. Buescher moved that the Contract Services Agreement and Appendices between the Nebraska State Records Board and Nebraska Interactive LLC be accepted and for the authorization of the Executive Director, Steven Chase and Agency Counsel Colleen Byelick to approve administrative changes to the agreement and to finalize the Agreement. Lt. Gov. Foley seconded the motion.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			

Voting Against: None

Absent: None

The motion carried.

**Agenda Item 11. NETWORK MANAGER DEFINITION OR DESIGNATION;**

Lt. Gov. Foley motioned to direct the Portal Operations Subcommittee to study questions associated with the relationship between the State Records Board, the Office of the Chief Information Officer (OCIO), and the Board’s contractor, Nebraska Interactive LLC including the possibility of naming the OCIO as the “network manager.” The motion would also direct the Subcommittee to respond to the Board with a recommendation at its first meeting in 2019. Mr. Buescher seconded the motion.

Voting For:	Buescher	Byelick	Cano	Donley	Foley
	Ojeda	Olsen	Steier	Stenberg	Stenger
	Toner	Weir			
Voting Against:	None				
Absent:	None				
Abstain:	None				

The motion carried.

**Agenda Item 12. DATE FOR NEXT MEETING**

Chairperson Byelick announced the next NSRB meeting will be held on March 6, 2019, at 9:00 a.m., in Room 1507 of the State Capitol. Mr. Buescher indicated that he would be submitting a resignation to the Governor pending his appointment as a district judge to the United States District Court. Treasurer Stenberg also stated that he would also be retiring from his position as Treasurer and as a Board member. The Board commended both Mr. Buescher and Treasurer Stenberg for their years of service.

**Agenda Item 13. ADJOURNMENT**

Treasurer Stenberg moved to adjourn the meeting, which was seconded by Mr. Weir. All members present signified their agreement by saying “aye”. Chairperson Byelick declared the meeting adjourned at 11:23 a.m.

\_\_\_\_\_  
Colleen Byelick  
Deputy Secretary of State  
Acting State Records Administrator  
Acting Chairperson, State Records Board

\_\_\_\_\_  
Date

## Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	NSRB Chairman <u>Signature</u>
Bancroft, Village of	01/18/2019
Cairo, Village of	03/13/2019
Educational Lands & Funds	01/08/2019
Ethanol Board	01/18/2019
Gretna, City of	03/13/2019
Lower Elkhorn NRD	01/08/2019
Oxford, Village of	02/19/2019
Red Willow County	01/08/2019
York, City of	03/18/2019

**Electronic Government Service Level Agreement  
with  
Village of Bancroft, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Village of Bancroft, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) APPLICATION SUPPORT
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.
  - d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.

- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Village of Bancroft  
322 Main Street  
P.O. Box 267  
Bancroft, NE 68004  
Phone: 402-648-3332  
Fax:  
Email: [bancroftne@hotmail.com](mailto:bancroftne@hotmail.com)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301  
Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager'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) Manager'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 Manager 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") in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
- i) Credit Card and Electronic Check Payments through State-Selected Processor – 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 Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) Return/Chargeback – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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 – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

- vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
- d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.
- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.

- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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.

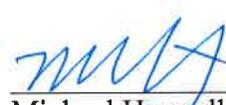
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Village of Bancroft, Nebraska

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

1/15/19  
Date

  
\_\_\_\_\_  
Michael Hermelbracht  
Chairperson

12-20-18  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

1/18/2019  
Date



**Electronic Government Service Level Agreement  
with  
Village of Cairo, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Village of Cairo, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) APPLICATION SUPPORT
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Village of Cairo  
402 High Street  
P.O. Box 456  
Cairo, NE 68824  
Phone: 308-485-4400  
Fax: 308-485-4400  
Email: [cairovillage@gmail.com](mailto:cairovillage@gmail.com)

Mailing Address: General Manager/Portal Manager

301 S 13, Suite 301  
Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

12) **MARKETING** – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) **EXHIBIT SPACE** – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) **ELECTRONIC SERVICES FOR PAYMENT PROCESSING** (if applicable)

a) **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

c) **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager'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) Manager'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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – 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 Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) Return/Chargeback – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the

Partner by the Manager. 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 – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.

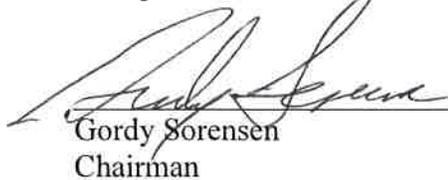
- d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.
- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Village of Cairo, Nebraska

  
Brent Hoffman  
General Manager  
2 26 19  
Date

  
Gordy Sorensen  
Chairman  
2 18 19  
Date

Nebraska State Records Board (NSRB)

  
Secretary of State Robert B. Evnen  
Chairman  
3/13/2019  
Date

**Electronic Government Service Level Agreement  
with  
Nebraska Board of Educational Lands and Funds**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Nebraska Board of Educational Lands and Funds, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) APPLICATION SUPPORT
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Board of Educational Lands and Funds  
555 N Cotner Blvd  
Lincoln, NE 68505  
Phone: 402-471-2014  
Fax:  
Email:

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’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) Manager’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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman  
General Manager  
1/8/19 Date

Nebraska Board of Educational Lands and Funds

  
\_\_\_\_\_  
Jim Hain  
Chairperson  
12-11-18 Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman  
1/8/19 (9:50 AM) Date

**Electronic Government Service Level Agreement  
with  
Nebraska Ethanol Board**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Nebraska Ethanol Board, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Ethanol Board  
301 Centennial Mail S #4  
Lincoln, NE 68508

Phone: 402-471-2941

Fax:

Email:

*sarah.caswell@nebraska.gov*

*Amber T. Cook  
12/18/18*

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’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) Manager’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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

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

19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

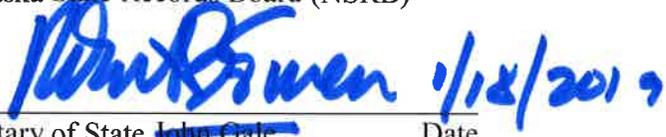
Nebraska Interactive, LLC (Manager)

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

Nebraska Ethanol Board

 12/18/18  
Sarah Caswell \_\_\_\_\_ Date  
Administrator

Nebraska State Records Board (NSRB)

 1/12/2019  
Secretary of State ~~John Gale~~ \_\_\_\_\_ Date  
Chairman 

**Electronic Government Service Level Agreement  
with  
City of Gretna, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the City of Gretna, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) **CHANGES IN PORTAL** – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES** – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) **TECHNOLOGY STANDARD** – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: City of Gretna, Nebraska  
204 N. McKenna Avenue  
P.O. Box 69  
Gretna, NE 68028  
Phone: 402-332-3336  
Fax:  
Email: [tammy@cityofgretna.com](mailto:tammy@cityofgretna.com)

Mailing Address: General Manager/Portal Manager

301 S 13, Suite 301  
Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

**8) TERMINATION OF CONTRACT –**

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) **TERM OF AGREEMENT –** This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) **MARKETING** – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.
- 13) **EXHIBIT SPACE** – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).
- 14) **ELECTRONIC SERVICES FOR PAYMENT PROCESSING** (if applicable)
  - a) **INTERFACE AND DATABASE DEVELOPMENT** – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
    - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
  - c) **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager'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) Manager'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 Manager 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") in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the

Partner by the Manager. 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 – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.



**Electronic Government Service Level Agreement  
with  
Lower Elkhorn Natural Resources District, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and Lower Elkhorn Natural Resources District, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) APPLICATION SUPPORT
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Lower Elkhorn Natural Resources District, Nebraska  
1508 Square Turn Boulevard  
Norfolk, NE 68701  
Phone: 402-371-7313  
Fax:  
Email: [lenrd@lenrd.org](mailto:lenrd@lenrd.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’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) Manager’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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)  
  
Brent Hoffman  
General Manager  
1/3/19  
Date

Lower Elkhorn Natural Resources District, Nebraska  
  
Michael Sousek  
General Manager  
11 Dec 18  
Date

Nebraska State Records Board (NSRB)

  
Secretary of State John Gale  
Chairman  
1/3/19 (9:50 AM)  
Date

**Electronic Government Service Level Agreement  
with  
Village of Oxford, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and the Village of Oxford, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Village of Oxford  
P.O. Box 385  
Oxford, NE 68967-0385  
Phone: 308-824-3511  
Fax: 308-824-3388  
Email: [calderone.becky@gmail.com](mailto:calderone.becky@gmail.com)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

**8) TERMINATION OF CONTRACT –**

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) **TERM OF AGREEMENT –** This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) **MARKETING –** Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

- 13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).
- 14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
    - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner’s control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
  - c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager’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) Manager’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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

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

19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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

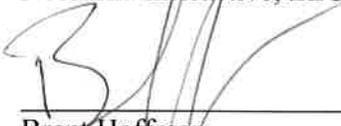
- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

  
\_\_\_\_\_  
Brent Hoffman                      1/31/19                      Date  
General Manager

Village of Oxford, Nebraska

  
\_\_\_\_\_  
Neal McInturf                      1-18-19                      Date  
Board of Trustees Chairman

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State Robert B. Evnen                      2/19/2019                      Date  
Chairman

**Electronic Government Service Level Agreement  
with  
Red Willow County, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“Manager”), the Nebraska State Records Board (the “NSRB”), and Red Willow County, Nebraska, a state governmental entity or political subdivision of Nebraska (“Partner”) and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the “Master Contract”) and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Red Willow County  
502 Norris Avenue  
McCook, NE 69001  
Phone: 308-345-1552  
Fax: 308-345-4460  
Email: [clerk@redwillow.nacone.org](mailto:clerk@redwillow.nacone.org)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager 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) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal 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 Manager is an Independent Contractor in the performance of each and 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, Manager and the Partner.

- 12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager 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 applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager'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) Manager'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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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 Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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 Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner.

- e) Manager Intellectual Property – All intellectual property, including but not limited to Software, developed or provided by or on behalf of Manager or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the “Manager Intellectual Property”) shall be the sole and exclusive property of Manager or its affiliates, as applicable, and Manager 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 Manager or its affiliates to Partner to facilitate Manager’s performance of this Agreement shall remain property of Manager or its affiliates, as applicable.
- f) Ownership of Data – Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by Manager or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by Manager, 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 hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Red Willow County, Nebraska

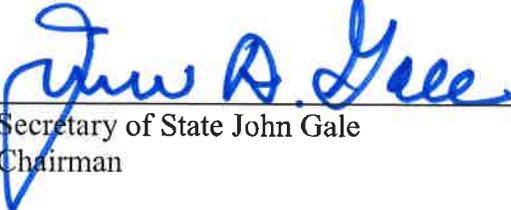
  
\_\_\_\_\_  
Brent Hoffman  
General Manager

1/3/19  
Date

  
\_\_\_\_\_  
Earl McNutt  
Chairman

12-5-18  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman

1/8/19  
Date (9:50AM)

**Electronic Government Service Level Agreement  
with  
City of York, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("Manager"), the Nebraska State Records Board (the "NSRB"), and the City of York, Nebraska, a state governmental entity or political subdivision of Nebraska ("Partner") and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the "Master Contract") and is subject to all terms and conditions therein.

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

WHEREAS, Manager desires to extend Master Contract services to 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 Manager the 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 said 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 Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
  - a) Manager 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 user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
  - b) It is agreed 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) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
  - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. 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 FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager 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 control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: City of York  
100 East 4<sup>th</sup> Street  
York, NE 68467  
Phone: 402-363-2600  
Fax:  
Email: [jthiele@cityofyork.net](mailto:jthiele@cityofyork.net)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301

Lincoln, NE 68508  
Phone: 402 471 7810  
Fax: 402-471-7817  
Email: [ne-general-manager@nicusa.com](mailto:ne-general-manager@nicusa.com)

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

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager 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 “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
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  - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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- 10) RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this 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, Manager and the Partner.
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13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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  - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager 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 Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. 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) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
  - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager'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) Manager'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 Manager 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”) in effect and as may be amended from time to time during the term of this Agreement. 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 which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more 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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  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – 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 Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-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 Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. 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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disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.

f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

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

19) ORDER OF PRECEDENCE – In the event of an inconsistency between 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
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- c. An addendum to this Agreement
- d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager 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 to be 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 Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, 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, Manager 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 Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’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) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to 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. The services also include such other digital services as may be from time to time developed by the Manager 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.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property



**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**

Bancroft, Village of	Addendum 1	01/18/2019
Cairo, Village of	Addendum 1	03/13/2019
Cass County	Addendum 1 REVISED	02/19/2019
Lower Elkhorn NRD	Addendum 1	01/08/2019
Oxford, Village of	Addendum 1	02/19/2019
Red Willow County	Addendum 1 REVISED	01/08/2019
Tilden, City of	Addendum 2	01/08/2019
York, City of	Addendum 1	03/18/2019

**Summary**  
**Nebraska City and County 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 city 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:

- Bancroft, Village of
- Cass County
- Cairo, Village of
- Lower Elkhorn NRD
- Oxford, Village of
- Red Willow County
- Tilden, City of
- York, 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  
Nebraska Interactive, LLC,  
Village of Bancroft, Nebraska,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Village of Bancroft, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Village of Bancroft, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for the Village of Bancroft, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Village of Bancroft, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

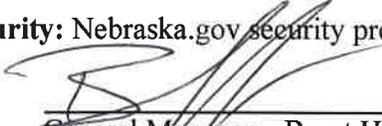
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases one swipe device of MagTek DynaPAD
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/15/19

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 1/18/2019

By:   
 Chairperson – Michael Hermelbracht  
 Village of Bancroft, Nebraska

Date: 12-20-18

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Village of Cairo, Nebraska,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Village of Cairo, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Village of Cairo, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for the Village of Cairo, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	Village of Cairo, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

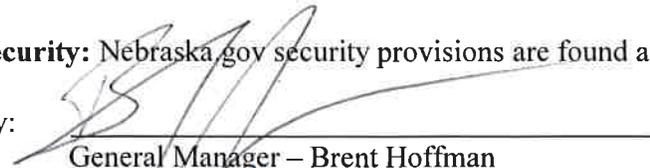
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of MagTek DynaPad
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 2/25/19

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

Date: 3/13/19

By:   
 Chairman – Gordy Sorensen  
 Village of Cairo, Nebraska

Date: 2-18-19

**Revised Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Cass County, Nebraska,  
and  
Nebraska State Records Board**

This revised Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Cass County, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. Cass County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendums One, Two and Three.

**Project:** PayPort for Cass County, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	Cass County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

**Payment Processing:** Nebraska.gov 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
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchased 7 swipe devices of MagTek DynaPad for the Treasurer, Sheriff and Clerk's office and purchases 1 MagTek DynaPad for the Zoning Department.
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 1/3/19

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

Date: 2/19/2019

By:

vice

  
Chairperson - ~~Dan Henry~~ Duane Murdoch  
Cass County, Nebraska

Date:

1/22/19

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Lower Elkhorn Natural Resources District, Nebraska,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Lower Elkhorn Natural Resources District, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. Lower Elkhorn Natural Resources District, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for Lower Elkhorn Natural Resources District, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Lower Elkhorn Natural Resources District, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

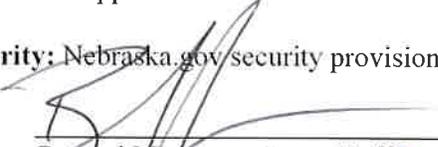
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 2 swipe devices of First Data FD-40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/3/19

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 1/8/19  
(9:50 AM)

By:   
 General Manager – Michael Sousek  
 Lower Elkhorn Natural Resources District, Nebraska

Date: 11 Dec 18

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Village of Oxford, Nebraska,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Village of Oxford, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Village of Oxford, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for the Village of Oxford, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	Village of Oxford, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

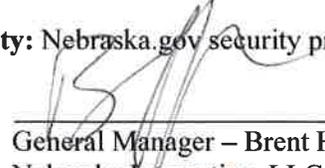
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

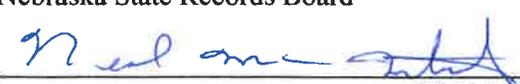
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/3/19

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

Date: 2/19/2019

By:   
 Board of Trustees Chairman – Neal McInturf  
 Village of Oxford, Nebraska

Date: 1-18-19

**Revised Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Red Willow County, Nebraska,  
and  
Nebraska State Records Board**

This revised Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Red Willow County, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. Red Willow County, Nebraska has authority to assess and collect the fees described herein. This revised Addendum One replaces and supersedes the prior Addendum One.

**Project:** PayPort for Red Willow County, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Red Willow County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

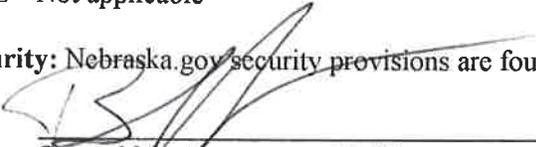
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

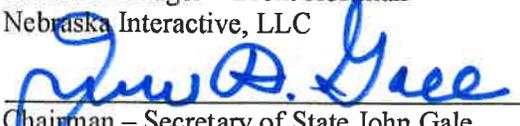
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchased 4 swipe devices of MagTek DynaPad for both Clerk and Treasurer’s office
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 11/30/18

By:   
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: 1/8/19  
(9:50 AM)

By:   
Chairman – Earl McNutt  
Red Willow County, Nebraska

Date: 11-19-18

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

This Addendum Two to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Tilden, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The City of Tilden, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for the City of Tilden, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	City of Tilden, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

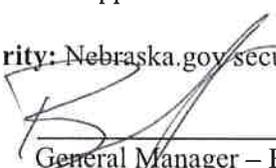
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

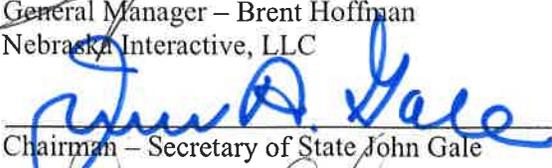
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 1 swipe device of First Data FD-40
- Partner purchases XX swipe devices of make/model
- Not applicable

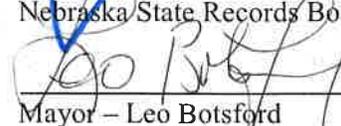
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/3/19

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 1/8/19  
(9:50 AM)

By:   
 Mayor – Leo Botsford  
 City of Tilden, Nebraska

Date: 11-29-2018

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
City of York, Nebraska,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of York, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The City of York, Nebraska has authority to assess and collect the fees described herein.

**Project:** PayPort for the City of York, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	City of York, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

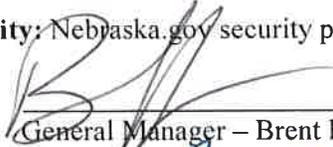
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

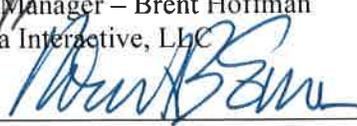
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD-40
- Not applicable

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 3/13/19

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

Date: 3/18/2019

By:   
 Mayor – Barry Redfern  
 City of York, Nebraska

Date: 2/27/19

**State 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 Payment online application provided by Nebraska Interactive LLC, and use the approved template. No action necessary.

<b><u>New Payport Addenda</u></b>		<b><u>NSRB Chairman Signature</u></b>
Educational Lands & Funds	Addendum 1	01/08/2019
Racing Commission	Addendum 2	01/19/2019

## **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 in State 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:

- Educational Lands & Funds
- Racing Commission

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

The market potential for this service is anyone that needs to pay fees owed to state 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.

### **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  
Nebraska Interactive, LLC,  
Nebraska Board of Educational Lands and Funds,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Board of Educational Lands and Funds sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Board of Educational Lands and Funds has authority to assess and collect the fees described herein.

**Project:** PayPort for the Nebraska Board of Educational Lands and Funds  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Nebraska Board of Educational Lands and Funds Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

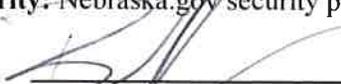
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

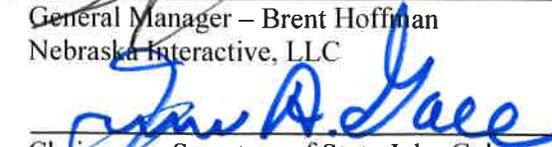
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of MagTek DynaPad
- Not applicable

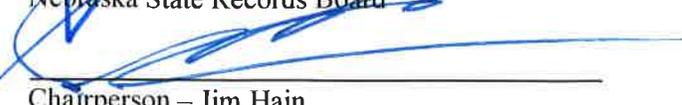
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/3/19

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 1/8/19  
(9:50 AM)

By:   
 Chairperson – Jim Hain  
 Nebraska Board of Educational Lands and Funds

Date: 12-11-18

**Addendum Two to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska State Racing Commission,  
and  
Nebraska State Records Board**

This Addendum Two to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska State Racing Commission (NSRC) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska State Racing Commission has authority to assess and collect the fees described herein.

**Project:** PayPort for the Nebraska State Racing Commission

**Revenue Type:** Instant Access

**Implementation:** 2018

Service	Nebraska State Racing Commission Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

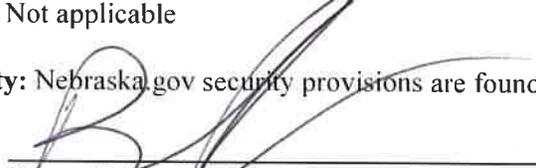
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

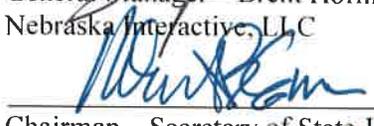
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 1 swipe device of MagTek DynaPad
- Partner purchases 1 swipe device of MagTek DynaPad
- Not applicable

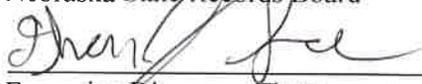
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 1/19/18

By:   
Chairman – Secretary of State John Gale  
Nebraska State Records Board

Date: 1/19/2019

By:   
Executive Director – Thomas J. Sage  
Nebraska State Racing Commission (NSRC)

Date: 11-19-18

**Addendum Two to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Red Willow County, Nebraska,  
and  
Nebraska State Records Board**

This Addendum Two to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Red Willow County, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. Red Willow County, Nebraska has authority to assess and collect the fees described herein.

**Project: Real Estate Tax Payments** for the Red Willow County Treasurer’s Office  
**Revenue Type:** Instant Access  
**Implementation:** 2018

Service	Red Willow County, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Real Estate Tax Payments (Electronic Check)	Full statutory/assessed fee charged by Partner	\$ 3.00	10% of Nebraska.gov Portal Fee
Real Estate Tax Payments (Credit Card)	Full statutory/assessed fee charged by Partner	2.49 %	10% of Nebraska.gov Portal Fee
Real Estate Tax (PIN Debit)	Full statutory/assessed fee charged by Partner	\$ 2.95	10% of Nebraska.gov Portal Fee

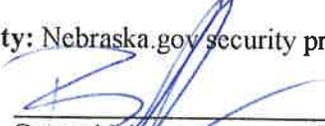
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

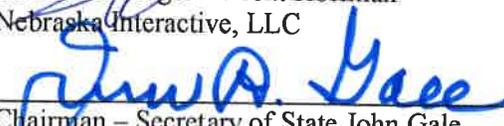
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 11/30/18

By:   
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board

Date: 1/8/19  
(9:50 AM)

By:   
 Chairman – Earl McNutt  
 Red Willow County, Nebraska

Date: 11-19-18

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Ethanol Board,  
and  
Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Ethanol Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Ethanol Board has authority to assess and collect the fees described herein.

**Project:** Event Registration for the Nebraska Ethanol Board  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	Nebraska Ethanol Board Fee	Nebraska.gov Portal Fee	NSRB Share
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee
Event Registration PIN Debit	Full statutory/assessed fee charged by Partner	10.00 %	10% of Nebraska.gov Portal Fee

Payment Processing: Nebraska.gov 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
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By: [Signature]  
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/4/19

By: [Signature]  
 Chairman – Secretary of State John Gale  
 Nebraska State Records Board *Robert Evren*

Date: 1/23/19

By: [Signature]  
 Administrator – Sarah Caswell  
 Nebraska Ethanol Board

Date: 12/18/18

**Summary List  
Citizen Payment  
Processing**

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

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

<b><u>NEW Citizen Payment Processing</u></b>		<b><u>NSRB Chairman Signature</u></b>
Gretna, City of	Addendum 1	03/13/2019
Hickman, City of	Addendum 2	03/18/2019

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

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Gretna, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The City of Gretna, Nebraska has authority to assess and collect the fees described herein.

**Project: Utility Citizen Payment Processing** for the City of Gretna, Nebraska  
**Revenue Type: Instant Access**  
**Implementation: 2018**

Service	City of Gretna, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Utility Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
Utility Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	10% of Nebraska.gov Portal Fee
Utility Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

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

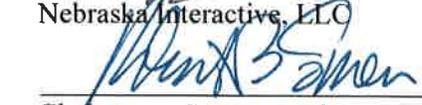
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

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

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

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  \_\_\_\_\_ Date: 2/26/19  
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

By:  \_\_\_\_\_ Date: 3/13/2019  
 Chairman – Secretary of State Robert B. Evnen  
 Nebraska State Records Board

By:  \_\_\_\_\_ Date: 2-6-19  
 Mayor – Jim Timmerman  
 City of Gretna, Nebraska

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

This Addendum Two to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the City of Hickman, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The City of Hickman, Nebraska has authority to assess and collect the fees described herein.

**Project: Utility Citizen Payment Processing** for the City of Hickman, Nebraska  
**Revenue Type: Instant Access**  
**Implementation: 2019**

Service	City of Hickman, Nebraska Fee	Nebraska.gov Portal Fee	NSRB Share
Utility Payment Processing Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee
Utility Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$1.75 + 2.49%	10% of Nebraska.gov Portal Fee
Utility Payment Processing PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

**Payment Processing:** Nebraska.gov 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
- Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

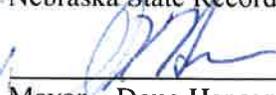
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 3/13/19

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

Date: 3/18/2019

By:   
 Mayor – Doug Hanson  
 City of Hickman, Nebraska

Date: 2/26/2019

**Revised Addendum Three  
to the  
Electronic Government Service Level Agreement  
between Nebraska Interactive,  
the Nebraska Department of Labor  
and the Nebraska State Records Board**

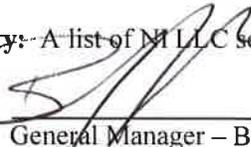
This Addendum Three to the Electronic Government Service Level Agreement (EGSLA) made by and among Nebraska Interactive, LLC (hereinafter referred to as NI LLC), the Nebraska State Records Board (NSRB), and the Nebraska Department of Labor (NDOL) sets forth certain services to be provided by NI LLC (operated under the auspices and authority of the NSRB), prices to be charged for such NI LLC services, and terms of payment for such NI LLC services. This agreement provides the authority to assess and collect the fees described herein.

**Project:** Online Boiler Inspections  
**Revenue Type:** Instant Access  
**Implementation:** April 1, 2019

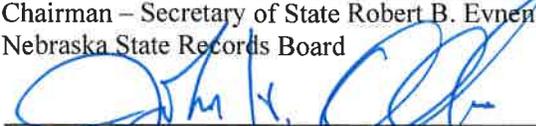
Service	Department of Labor Fee	NI LLC Portal Fee	NSRB Share
Online Boiler Inspections Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00	20% of NI LLC Portal Fee
Online Boiler Inspections Credit Card	Full statutory/assessed fee charged by Partner	\$3.00	20% of NI LLC Portal Fee
Online Boiler Inspections PIN Debit	Full statutory/assessed fee charged by Partner	\$3.00	20% of NI LLC Portal Fee

**Terms:** NI LLC will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through the State-Selected Processor. The NDOL will pay all Portal Fees. The shared revenue received pursuant to this addendum shall be deposited by the Nebraska State Treasurer, in the accounts designated by Nebraska Department of Labor and the NSRB.

**Security:** A list of NI LLC security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  \_\_\_\_\_ Date: 3/25/19  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman – Secretary of State Robert B. Eymann  
Nebraska State Records Board

By:  \_\_\_\_\_ Date: 3/22/2019  
Commissioner of Labor – John Albin  
Nebraska Department of Labor

By:  \_\_\_\_\_ Date: 3/22/19  
Director Office of Safety // Nebraska State Fire Marshall – Christopher Cantrell  
Nebraska Department of Labor

## Summary

### Nebraska Department of Labor

#### Boiler Inspections

#### Revised Addendum Three

**Project:** Nebraska Department of Labor Boiler Inspections

#### **Current Process Overview**

Nebraska's Boiler Inspection Act, Neb. Rev. Stat. §§ 48-719 through 48-743, requires that all boilers, (such as pool heaters, hot water heating units, hot water supply units, steam heating and supply units, process steam units) be inspected at least once every 12 months to determine if the boilers are safe and in satisfactory operating condition. Unfired pressure vessels and hot water heaters must be inspected externally every two years.

In 2016, the NSRB approved the original Addendum 3, which created an online payment system for boiler inspections. The projected adoption rate for usage of online payment services was 90 percent. In the 2017 – 2018 Calendar Year, the adoption rate was only 9 percent. The reasons for the low adoption rates is that users were required to pay the portal fee. In some instances, the portal fee could be an additional 12 percent to the cost of the inspection. Because of this, a majority of the users avoid the online payment system. This has resulted in the NDOL Office of Safety expending approximately \$22,000.00 (approximately 0.5 FTE) in work hours managing payments received in cash or check related to boiler and elevator inspections. This estimate does not include work performed by other NDOL divisions, such as NDOL finance, overtime or benefits paid in processing inspector fee payments.

Under LB301 (2019), the Nebraska Boiler Inspection Act is being amended to transfer supervision of boiler inspection duties from the NDOL to the Nebraska State Fire Marshall (NSFM). The NSFM has a much smaller staff and may require hiring more staff in the event the online payment adoption rate does not increase.

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

The current online fee payment system would remain the same with two additions. Users would be allowed to pay inspection fees via PIN Debit and that the portal fees would be paid by NDOL from the Boiler Inspection Cash Fund.

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

Information provided by the NDOL, Office of Safety shows that the total receipts for boiler inspections for the 2017 -2018 calendar year, the first two full years of processing, was \$681,800.00. Of those, \$620,089.00 in payments were made by check mailed to the NDOL. This represents 90.9 percent of all payments. Only \$61,711.00 or 9 percent of all payments were made online.

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

In 2015, there were 3,874 invoices. The anticipated volume was estimated to be around 90 percent. As stated above, the adoption rate was only 9 percent. The goal of the NDOL is to achieve 100 percent adoption. NI LLC will assist the NDOL and the users in increasing the adoption rate.

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

Nebraska Interactive absorbs partial development upfront cost and investments integrating with a 3<sup>rd</sup> party vendor and implementing the CommonCheckout application, as well as paying all merchant fees.

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

NI will be absorbing the upfront costs and risks of development to implement CommonCheckout as well as paying all merchant fees. As will all applications that NI provides for the State of Nebraska, all costs related to hosting, hardware, licensing, security, etc. are assumed by NI. Every project involves internal costs of project management, development, testing and ongoing customer support that is not charged to the partner.

**Revised Addendum Four to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Department of Labor, and  
Nebraska State Records Board**

This Addendum Four to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as NI LLC), the Nebraska State Records Board (NSRB), and the Nebraska Department of Labor (NDOL), sets forth certain services to be provided by NI LLC (operated under the auspices and authority of the NSRB), prices to be charged for such NI LLC services, and terms of payment for such NI LLC services. This agreement provides the authority to assess and collect the fees described herein.

**Project:** Online Elevator Inspections  
**Revenue Type:** Instant Access  
**Implementation:** April 1, 2019

Service	Department of Labor Fee	NI LLC Portal Fee	NSRB Share
Online Elevator Inspections Payments Electronic Check	Full statutory/assessed fee charged by Partner	\$3.00 per invoice	20% of NI LLC Portal Fee
Online Elevator Inspections Payments Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 per invoice & 3% transaction fee	20% of NI LLC Portal Fee
Online Elevator Inspections Payments PIN Debit	Full statutory/assessed fee charged by Partner	\$3.00 per invoice	20% of NI LLC Portal Fee

**Terms:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through the State-Selected Processor. The NDOL will pay the Portal Fee and any payment processing fees. The shared revenue received pursuant to this addendum shall be deposited by the Nebraska State Treasurer, in the accounts designated by Nebraska Department of Labor and the NSRB.

**Security:** A list of NI LLC security provisions may be found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC  
 Date: 3/25/19

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

By:   
 Commissioner of Labor – John Albin  
 Nebraska Department of Labor  
 Date: 3/22/2019

By:   
 Director- Office of Safety and  
 Nebraska State Fire Marshall – Christopher Cantrell  
 Nebraska Department of Labor  
 Date: 3/22/19

## Summary

### Nebraska Department of Labor

#### Revised Addendum Four

**Project:** Nebraska Department of Labor's Elevator Inspection Payments

#### **Current Process**

The Nebraska Conveyance Safety Act, Neb. Rev. Stat. § 48-2501 to § 48-2533 requires that all conveyances including freight and passenger elevators, escalators, moving walks, and material lifts in the state be inspected at least once every 12 months and have annual mechanical testing.

In 2016, the NSRB approved the original Addendum 4, which created an online payment system for conveyance or "elevator" inspections. The projected adoption rate for usage of online payment services was 90 percent. In the 2017 – 2018 Calendar Year, the adoption rate was slightly over 4 percent. The reasons for the low adoption rates is that users were required to pay the portal fee. In some instances, a \$6000.00 inspection fee could have a portal fee of almost \$200.00 and offer no other advantage for the user. Because of the portal fee, a majority of the users avoid the online payment system. This has resulted in the NDOL Office of Safety expending approximately \$22,000.00 (approximately 0.5 FTE) in work hours managing payments received in cash or check related to elevator and boiler inspections. This estimate does not include work performed by other NDOL divisions, such as NDOL finance, overtime or benefits paid in processing inspector fee payments.

Under LB301 (2019), the Nebraska Conveyance Safety Act is being amended to transfer supervision of elevator inspection duties from the NDOL to the Nebraska State Fire Marshall (NSFM). The NSFM has a much smaller staff and may require hiring more staff in the event the online payment adoption rate does not increase.

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

The current online fee payment system would remain the same with two additions. Users would be allowed to pay inspection fees via PIN Debit and that the portal fees along with any payment processing fees would be paid by the NDOL. .

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

Information provided by the NDOL, Office of Safety shows that the total invoices issued for elevator inspections for the 2017 -2018 calendar year, the first two full years of processing were 11,941. Of those, \$61,711.00 in payments were made by check mailed to the NDOL. This represents 95.9 percent of all payments. Only 495 or 4.1 percent of all invoices were paid online.

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

The anticipated volume was estimated to be 90 percent. As stated above, the adoption rate was slightly over 4 percent. The goal of the NDOL is to achieve 100 percent adoption. NI LLC will assist the NDOL and the users in increasing the adoption rate.

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

Nebraska Interactive absorbs partial development upfront cost and investments integrating with a third party vendor and implementing the CommonCheckout application.

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

NI will be absorbing the upfront costs and risks of development to implement CommonCheckout. As will all applications that NI provides for the State of Nebraska, all costs related to hosting, hardware, licensing, security, etc. are assumed by NI. Every project involves internal costs of project management, development, testing and ongoing customer support that is not charged to the Partner.

**Addendum Four to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Department of Insurance,  
and  
Nebraska State Records Board**

This Addendum Four to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Department of Insurance sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The (Partner) has authority to assess and collect the fees described herein.

**Project:** Medical Malpractice Renewals for Nebraska Department of Insurance  
**Revenue Type:** Instant Access  
**Implementation:** 2019

Service	Nebraska Department of Insurance Fee	Nebraska.gov Portal Fee	NSRB Share
Nebraska Department of Insurance Medical Malpractice Renewals Electronic Check	Full statutory/assessed fee charged by Partner	\$5.50	10% of Nebraska.gov Portal Fee
Nebraska Department of Insurance Medical Malpractice Renewals Credit Card	Full statutory/assessed fee charged by Partner	NA	10% of Nebraska.gov Portal Fee
Nebraska Department of Insurance Medical Malpractice Renewals PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	10% of Nebraska.gov Portal Fee

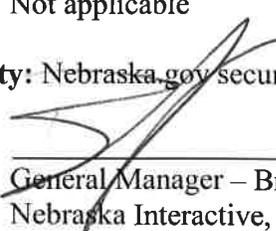
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor  
 Nebraska.gov-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 Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy/html](http://nebraska.gov/securitypolicy/html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 1/11/19

By: \_\_\_\_\_  
 Chairman – Secretary of State Robert B. Eeven  
 Nebraska State Records Board

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

By: Bruce R Ramge  
Director – Bruce R Ramge  
Nebraska Department of Insurance

Date: 1-14-2019

## Summary

### Nebraska Department of Insurance

#### Addendum Four

**Project:** Medical Malpractice Renewals

This service will give medical users the ability to pay for the Medical Malpractice Fund online and perform modifications to their profile such as address or business changes. The service will also provide a search and lookup feature for the public, which will allow verification of fund participants and provide administrative capabilities to the Department of Insurance to process refunds, run reports, decline fund coverage, initiate email notifications, and add or modify parent and child providers. The project also requires the creation of a database for storage of the information to replace the non-supported Oracle Database.

**Current Process:**

This process is used to provide access to physicians, CRNAs, physician practice groups, clinics, and hospitals for the Nebraska Excess Liability Fund with the Nebraska Department of Insurance (DOI). The Fund provides a layer of coverage for health care providers that take the steps necessary to qualify for the Fund. The health care provider, or their insurance agent, currently submits a proof of coverage for a provider, or providers, to the DOI along with a check payment of the Fund surcharge, set at 40% in 2018 but subject to change annually on January 1st. The DOI then reviews the information for accuracy and confirms to the health care provider whether or not they are "qualified" for the Fund. Many times, the information submitted is missing proper information for qualification and/or the payment amount submitted was calculated incorrectly; this creates additional administrative work at the DOI to reconcile the submission and surcharge amounts collected.

The data from the fund applicants is stored in an antiquated Oracle Database, which is no longer supported and therefore has limited capability for changes or administrative capabilities. The admin interface is complex and not intuitive, which creates confusion for employees and prevents redundancy of the process at DOI. Certain changes and updates to a provider's profile require an IT professional to process the revisions by modifying the information directly in the database instead of from the administrative interface. Current administrative functions consist of data entry, address/move changes, annual renewal notifications, providing downloads of provider data to claims processors and counsel, manual calculation of surcharge amount, manual refunds, and coverage verification requests. Renewals are processed all year but are heavier in January and July. Claims processing is done separately. These processes are not available online, which adds manual reporting processes to the DOI admin when a member of the public or an employee at another agency requires a query.

**Project Overview/Proposal:**

The Department of Insurance is interested in an application that will allow users to submit required information, proof of coverage (PDFs), payment of a surcharge, address, name, and profile changes electronically for the Nebraska Excess Liability Fund. An administrative review interface would then review the recently submitted coverage, initiate email notifications, and add or modify parent and child providers. The application should use [Nebraska.gov](http://Nebraska.gov) credentials for admin log in and the user interface will use application authentication. The project also requires the creation of a database for storage of the information to replace the non-supported Oracle DB. The providers are renewed annually. Claims and occurrences are processed separately from this application.

**Market Potential/Target Audience****Terminology:**

**Parent Provider:** This is the employer of the child provider. A business entity; Clinic/Hospital/Physician Practice Group

**Child Provider:** Nebraska licensed Physician, CRNA, or other health care provider. This is the person or entity who is applying for coverage.

**User:** The insurance carriers and agents are the users of the application who process the fund coverage payments for the providers.

**DOI:** Department of Insurance. The agency providing the Medical Malpractice Fund coverage.

Nebraska Hospital Association and Nebraska Medical Association members including any Nebraska licensed physician, insurance carrier, clinic, hospital, CRNA, physician practice group, insurance agents; approximately 6,000 annual members with approximately 2,000 annual transactions that consist of Medical Malpractice Premium Surcharge payments.

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

The portal fee is calculated at \$5.50 per transaction. This amount was calculated based on an estimated project cost of \$81,250 in the first year, \$12,500 in the second year, and \$6,250 in the third year for a total five-year project cost of \$100,000.

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

The project anticipates approximately 60-100 users and 2,000 annual payments with an adoption rate of 100% in the first and subsequent years. The Nebraska Department of Insurance will require online submission of the surcharge payment once the application is launched.

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

Assuming 100% adoption rate, no surcharge changes, and the transaction number remains consistent, a rate of return isn't expected. There is no guaranteed rate of return.

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

Nebraska Interactive assumes all the upfront costs and investments associated with these projects.

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

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

## **AGENDA ITEM 8**

Templates for Approval

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

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

**Project:** Payport for [Partner]  
**Revenue Type:** Instant Access  
**Implementation:** [Year]

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

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

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

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

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

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

By: \_\_\_\_\_  
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

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

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

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

By: \_\_\_\_\_  
 <Authorized Person Title/Office>-<Printed Name >  
 [Partner]

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

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

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

**Project: Event Registration** for [Partner]

**Revenue Type:** Instant Access

**Implementation:** [Year]

Service	[Partner] Fee	Contractor Portal Fee	NSRB Share
<b>Event Registration Electronic Check</b>	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
<b>Event Registration Credit Card</b>	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
<b>Event Registration PIN Debit</b>	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee

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

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

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

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

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

By: \_\_\_\_\_  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

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

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

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

By: \_\_\_\_\_  
<Authorized Person Title/Office>-<Printed Name >  
[Partner]

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

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

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**Project: Real Estate Tax Payments for [Partner]**

**Revenue Type:** Instant Access

**Implementation:** [Year]

Service	[Partner] Fee	Contractor Portal Fee	NSRB Share
<b>Real Estate Tax Payments (Electronic Check)</b>	Full statutory/assessed fee charged by Partner	\$ 3.00	20% of Portal Fee
<b>Real Estate Tax Payments (Credit Card)</b>	Full statutory/assessed fee charged by Partner	2.49 %	20% of Portal Fee
<b>Real Estate Tax (PIN Debit)</b>	Full statutory/assessed fee charged by Partner	\$ 2.95	20% of Portal Fee

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

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

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

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

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

By: \_\_\_\_\_  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

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

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

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

By: \_\_\_\_\_  
<Authorized Person Title/Office>-<Printed Name >  
[Partner]

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

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

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

**Project:** Citizen Payment Processing for [Partner]

**Revenue Type:** Instant Access

**Implementation:** [Year]

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

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

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

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

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

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

By: \_\_\_\_\_  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

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

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

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

By: \_\_\_\_\_  
<Authorized Person Title/Office>-<Printed Name >  
[Partner]

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

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

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

**Project:** Business Payment Processing for [Partner]

**Revenue Type:** Instant Access

**Implementation:** [Year]

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

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

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

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

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

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

By: \_\_\_\_\_  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

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

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

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

By: \_\_\_\_\_  
<Authorized Person Title/Office>-<Printed Name >  
[Partner]

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

## **AGENDA ITEM 9**

Executive Director's Report

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**October 1, 2018 though December 31, 2018**  
 With comparative figures for October 1, 2017 through December 31, 2017  
**FY 18-19**

	<u>Oct 2018</u>	<u>Prior Year Oct 2017</u>	<u>Nov 2018</u>	<u>Prior Year Nov 2017</u>	<u>Dec 2018</u>	<u>Prior Year Dec 2017</u>	<u>Year to Date FY 18-19</u>	<u>Year to Date FY 17-18</u>
<b>Revenues:</b>								
Sale of Subscriber Services	\$729,592.10	\$638,609.19	\$833,504.86	\$695,565.38	\$906,495.42	\$640,633.21	\$4,774,414.37	\$3,982,631.71
General Business Fees	\$47.00	\$37.00	\$48.00	\$21.00	\$58.00	\$42.00	\$300.29	\$216.00
Driver Records	\$336.00	\$678.00	\$363.00	\$494.00	\$284.00	\$383.00	\$2,562.00	\$2,850.00
Investment Income	\$1,465.77	\$1,614.22	\$1,432.11	\$1,541.93	\$1,863.42	\$1,574.98	\$9,929.88	\$9,996.14
<b>Total</b>	<b>\$731,440.87</b>	<b>\$640,938.41</b>	<b>\$835,347.97</b>	<b>\$697,622.31</b>	<b>\$908,700.84</b>	<b>\$642,633.19</b>	<b>\$4,787,206.54</b>	<b>\$3,995,693.85</b>
<b>Expenditures &amp; Transfers:</b>								
State Agency Transfers	\$468,028.27	\$381,948.88	\$533,778.35	\$413,502.81	\$627,870.28	\$387,009.42	\$3,060,299.52	\$2,389,495.84
NIC	\$219,895.26	\$220,865.03	\$250,422.54	\$242,865.92	\$229,736.73	\$216,934.06	\$1,425,928.25	\$1,362,538.05
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$9,492.19	\$9,294.04	\$9,492.19	\$9,293.88	\$9,492.68	\$9,294.19	\$57,360.17	\$56,155.26
Misc. Expense	\$918.26	\$531.32	\$431.07	\$943.38	\$777.11	\$420.87	\$3,694.83	\$3,901.42
<b>Total</b>	<b>\$698,333.98</b>	<b>\$612,639.27</b>	<b>\$794,124.15</b>	<b>\$666,605.99</b>	<b>\$867,876.80</b>	<b>\$613,658.54</b>	<b>\$4,547,282.77</b>	<b>\$3,812,090.57</b>
<b>Profit (Loss)</b>	<b>\$33,106.89</b>	<b>\$28,299.14</b>	<b>\$41,223.82</b>	<b>\$31,016.32</b>	<b>\$40,824.04</b>	<b>\$28,974.65</b>	<b>\$239,923.77</b>	<b>\$183,603.28</b>
<b>Transfer Out LB 944</b>							(\$510,000.00)	(\$530,000.00)
<b>Fund Balance:</b>	<b>\$747,468.56</b>	<b>\$857,485.81</b>	<b>\$788,692.38</b>	<b>\$888,502.13</b>	<b>\$829,516.42</b>	<b>\$917,476.78</b>	<b>\$829,516.42</b>	<b>\$917,476.78</b>
<b>Fund Balance-ECM</b>	\$0.00	\$624.09	\$0.00	\$374.09	\$0.00	\$374.09	\$0.00	\$374.09
<b>Fund Balance-Local Agency</b>	\$523.36	\$512.00	\$524.35	\$512.85	\$525.40	\$513.75	\$525.40	\$513.75
<b>Records Management Cash Fund Balance</b>	<b>\$747,991.92</b>	<b>\$858,621.90</b>	<b>\$789,216.73</b>	<b>\$889,389.07</b>	<b>\$830,041.82</b>	<b>\$918,364.62</b>	<b>\$830,041.82</b>	<b>\$918,364.62</b>

Note: LB944 (2018) requires \$826,000 be transferred from the Records Management Cash Fund to the General Fund on or before June 15, 2019. Of this, \$470,000 has already been transferred, leaving \$356,000 remaining to be transferred before June 15, 2019. LB944 also required a \$40,000 transfer from the Records Management Cash Fund to the Administration Cash Fund, which was previously made in July 2018.

# **AGENDA ITEM 10**

General Manager's Report

### Projects Scheduled for Completion in Q4 2018

Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
Nebraska Real Estate Commission	NREC License Renewal Portal Remove Broker CR	9/12/18	11/14/18		22
Board of Public Accountancy	BPA CPA Certificate of Issuance (AE)	8/13/18	12/7/18		16
Secretary of State	SOS - Corp Occupation Tax Report Filing - Backend	9/21/18	12/31/18		18
Secretary of State	SOS - Corp LLC/LLP Tax Report Filing - Backend	1/4/18	12/31/18		18
Secretary of State	SOS - Corp Nonprofit Tax Report Filings - Backend	10/4/17	12/31/18		18
Secretary of State	SOS - Corp Annual/Biennial Paper PDF Rpt - Backend	9/21/18	12/31/18		11
Board of Public Accountancy	BPA CPA Reciprocal Certificate Application (AE)	8/13/18	1/4/19		21
Administrative Office of the Courts	AOC Trial Court eFiling WS - Credit Management	5/29/18	1/7/19		20
Public Service Commission	PSC Auto Dialer Scripts System	9/6/18	1/15/19		14
Administrative Office of the Courts	AOC Mediator Application Add New Fields CR	8/23/18	1/18/19		11
Administrative Office of the Courts	AOC Trial Court eFiling Attorney Services AWS CR	10/24/18	2/15/19		32
Nebraska Brand Committee	NBC Admin Interface & Backend Database	12/1/16	2/19/19		31
County Government	County Real Estate Payments (GIS) CR	1/10/19	2/19/19		22
Nebraska State Patrol	NSP Concealed Handgun - DMV Photo Share	9/6/17	2/20/19		31
Department of Motor Vehicles	DMV - SR22 - SR26 - Bulk	5/8/18	2/25/19		32
Nebraska Liquor Control Commission	NLCC License Search Add Values	9/25/18	2/25/19		12
Board of Public Accountancy	BPA Report of Continuing Education(firm)Retemplate	8/21/18	3/4/19		12
Board of Public Accountancy	BPA Report of Continuing Education(ind) Retemplate	8/21/18	3/4/19		12
Board of Public Accountancy	BPA Searchable License Database Retemplate	8/21/18	3/11/19		12
Department of Motor Vehicles	DMV OTC Add Locations CR	1/23/19	3/18/19		38
Public Service Commission	PSC Nebraska Universal Service Fund Remittance System	9/18/18	4/1/19		21

### Projects Completed in Q4 2018

Partner Name	Project Name	Start Date	Target Launch Date	Actual End Date	PP Score
Department of Health & Human Services	DHHS License Search Updates & Child Care Docs CR	11/1/17	8/27/18	10/1/18	15
Nebraska Liquor Control Commission	NLCC Beer Brands Form (AE)	4/30/18	10/1/18	10/1/18	18
Department of Motor Vehicles	DMV CDL Testing & Appts Change Appt Validation CR	7/17/18	9/17/18	10/10/18	13
Nebraska Department of Agriculture	NDA Small Package Fee Report CCP Integration	7/18/17	11/9/18	10/15/18	19
Nebraska State Patrol	NSP Criminal History Assigned To CR	6/1/18	11/5/18	10/15/18	19
Nebraska Liquor Control Commission	NLCC Licensee Search Query Retail SDL CR	6/22/18	10/15/18	10/29/18	11
Secretary of State	SOS - Corporate Search & Doc Image-CC - Backend	10/4/17	9/25/18	10/30/18	15
Secretary of State	SOS UCC XML Bulk Filing Cogency Global	4/23/18	10/15/18	10/30/18	31
State Fire Marshal	SFM Suite Admin Add Access for ATF	6/21/18	10/19/18	11/27/18	10
Public Service Commission	PSC Order Search System & Admin Retemplate	5/9/18	11/28/18	11/28/18	9
Waverly City	Waverly City Utility Payments (AE)	11/1/18	12/1/18	12/10/18	38
Department of Motor Vehicles	DMV MVR Remove New Plate Yr Code CR	10/22/18	12/1/18	12/13/18	27
Department of Revenue	NDR Tax Payment Plan	9/21/17	12/17/18	12/17/18	30
Administrative Office of the Courts	AOC Trial Court eFiling Judge Portal Order CR	11/26/18	12/7/18	12/17/18	28



# Presents the Nebraska.gov General Manager's Report

October – December 2018  
Quarter Four

## Glossary of Terms

- **Non-Revenue Service:** An application or website developed, hosted, and maintained by Nebraska Interactive that does not process payments.
- **Self Funded Service:** An application developed, hosted, and maintained by Nebraska Interactive that processes payments. Revenue from the service may or may not cover the cost of service, self fund.
- **Revenue:** Funds collected via a portal fee (user/statutory/partner) before revenue share to NSRB, hosting, merchant fees, marketing, etc.
- **Grant:** New application or enhancement funded by a grant obtained by the partner.
- **Time & Materials:** A new application or enhancement funded by the partner on a time and materials rate.

## 2018 Q4 Marketing and Business Report

**Working daily for the Nebraskan Citizens**

**Adding & Enhancing Services and Notifying the Citizens and Businesses**

### Services Expanding

- 1 App Engines
- 2 Utility Payment
- 4 PayPort OTC
- 72 Changes were developed and deployed for 46 services.

*We work ongoing to make a improvements to our services work more effectively and securely*

### Business Development

- Tilden Utility Payment
- Waverly Utility Payment
- City of Waverly Summer Ball Recreation Program

### Contributions to the Bottom Line

- **\$63,423,181.81** PAID TO the agencies
- **\$418,625.00** PAID BY Nebraska Interactive in Merchant Fees
- Securely conducted **3,898,534** transactions

### Social Media helps us Reach Citizens

#### Facebook Impressions

103,370 up 104.2%

*The number of times a post from the page is displayed*

#### Twitter Organic Impressions

*Times a user is served a Tweet in timeline or search result*

236,850 up 12.6%

#### LinkedIn Impressions

*The number of times a post from the page is displayed*

256

### Viewers going to the social media website!

Followers/Fans

19,358 Twitter, 4,140 Facebook



### Awards Recognize Nebraska Innovations

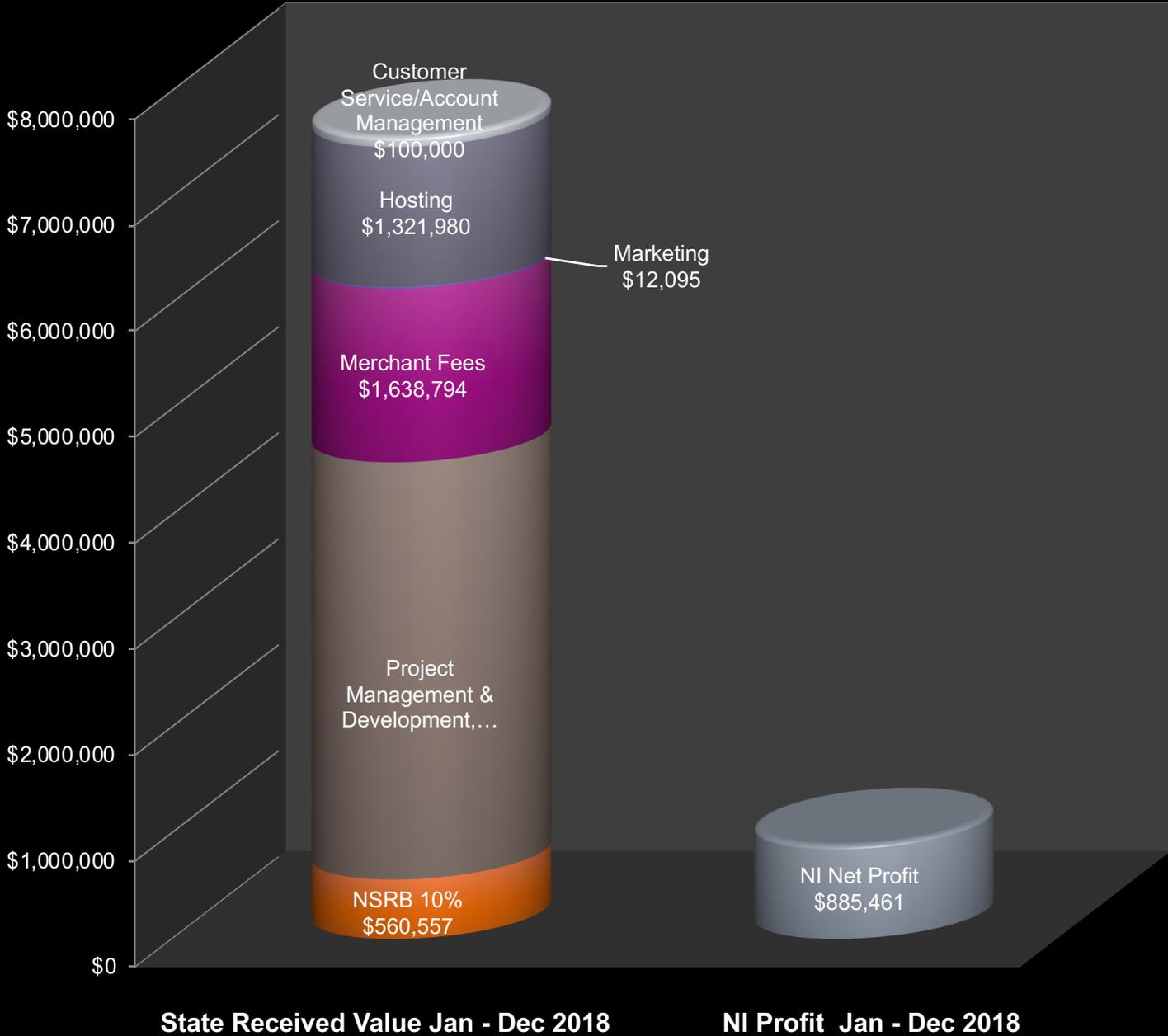
**Winners in Quarter 4, 2018**

- 2, W<sup>3</sup> Awards, for Government Websites to the Department of Motor Vehicles and Nebraska.gov
- A W<sup>3</sup> Award to Lewis & Clark Natural Resources District in the category of Environmental Awareness
- A Silver Davey Award to Nebraska.gov for Government Websites.



(Section IV. W.) Manage - Overview of Portal Financial Value

Jan - December  
2018 Self-funded Value

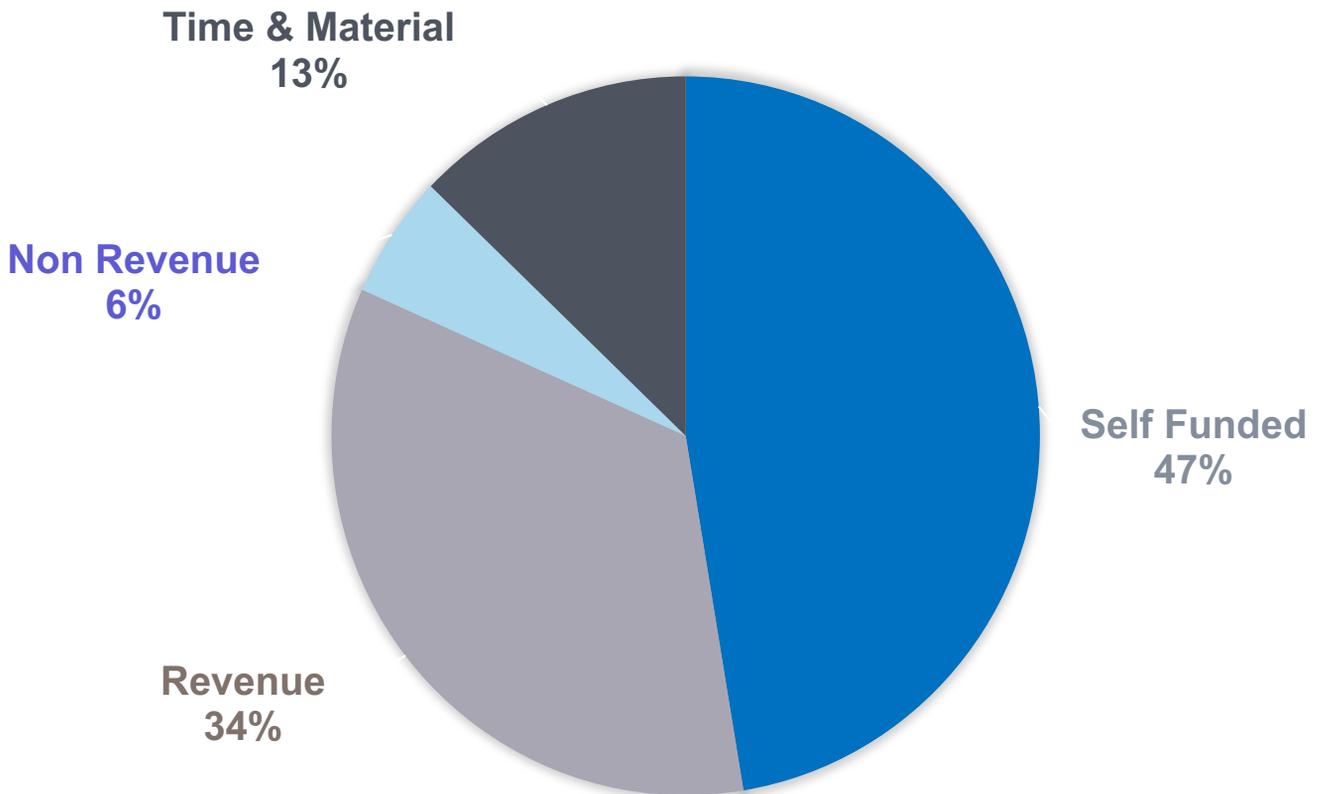


**Note:** The above graph is not all inclusive.

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

### Quarter 4 2018

## Time Spent on Revenue vs. Non-Revenue Generating Projects Logged



*For definitions, please see Glossary of Terms on page 3*

# Appendix 1



SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	612	\$6.50	\$3,978.00	\$1,530.00	\$2,448.00	244.80	\$2,203.20
SOS - Corporate Monthly Batch Service	1	\$800.00	\$800.00	\$400.00	\$400.00	40.00	\$360.00
SOS - Corporate Special Request(TPE)	22	Variable	\$735.00	\$367.50	\$367.50	36.75	\$330.75
SOS - Corporate Special Request	359	\$15.00	\$5,385.00	\$2,692.50	\$2,692.50	269.25	\$2,423.25
SOS - Corporate Images Subscriber	4,774	\$0.45	\$2,148.30	\$1,527.68	\$620.62	62.06	\$558.56
SOS - Corporate Images Credit Card	3,823	\$0.45	\$1,720.35	\$1,223.36	\$496.99	49.70	\$447.29
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Corporate Weekly Batch Service	0	\$300.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	0.00	\$0.00
SOS - UCC Bulk Images	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	200.00	\$1,800.00
SOS - UCC Weekly Batch Service	0	\$300.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Interactive Searches	7,179	\$4.50	\$32,305.50	\$25,126.50	\$7,179.00	717.90	\$6,461.10
SOS - UCC Monthly Batch Service	0	\$800.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Special Request	21	Variable	\$42.00	\$21.00	\$21.00	2.10	\$18.90
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Debtor Location	4	\$15.00	\$60.00	\$30.00	\$30.00	3.00	\$27.00
SOS - UCC Continuation Filings	1,677	\$8.00	\$13,416.00	\$10,900.50	\$2,515.50	251.55	\$2,263.95
SOS - UCC Original Filings	1,863	\$8.00	\$14,904.00	\$12,109.50	\$2,794.50	279.45	\$2,515.05
SOS - UCC Electronic Amendments	378	\$8.00	\$3,024.00	\$2,457.00	\$567.00	56.70	\$510.30
SOS - UCC Electronic Assignments	10	\$8.00	\$80.00	\$65.00	\$15.00	1.50	\$13.50
SOS - UCC Electronic Collateral Amendments	94	\$8.00	\$752.00	\$611.00	\$141.00	14.10	\$126.90
SOS - UCC Images	14,514	\$0.45	\$6,531.30	\$4,644.48	\$1,886.82	188.68	\$1,698.14
SOS - UCC BatchSemi Monthly	0	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCCAMEND_BUL	24	Variable	\$192.00	\$157.20	\$34.80	3.48	\$31.32
SOS - UCCASSIGN_BULK	7	Variable	\$56.00	\$45.80	\$10.20	1.02	\$9.18
SOS - UCCCOLLAMEND	9	Variable	\$72.00	\$59.25	\$12.75	1.28	\$11.47
SOS - UCCCONT_BULK	104	Variable	\$832.00	\$679.75	\$152.25	15.23	\$137.02
SOS - UCCORIG_BULK	573	Variable	\$4,584.00	\$3,757.05	\$826.95	82.70	\$744.25
SOS - EFS Interactive Searches	1,570	\$4.50	\$7,065.00	\$5,495.00	\$1,570.00	157.00	\$1,413.00
SOS - EFS Special Request	126	\$2.00	\$252.00	\$126.00	\$126.00	12.60	\$113.40
SOS - EFS Continuations	421	\$8.00	\$3,368.00	\$2,736.50	\$631.50	63.15	\$568.35
SOS - EFS Original Filings	273	\$8.00	\$2,184.00	\$1,774.50	\$409.50	40.95	\$368.55
REV - Sales/Use Tax Permit Lists	10	\$5.50	\$55.00	\$0.00	\$55.00	5.50	\$49.50
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$106,550.00	\$103,353.50	\$3,196.50	319.65	\$2,876.85
E&A - Engineers & Architects License Renewal	1,200	5% of Fee	\$94,680.00	\$94,680.00	\$4,734.00	473.40	\$4,260.60
E&A - Engineers & Architects Recip	45	5% of Fee	\$6,750.00	\$6,750.00	\$337.50	33.75	\$303.75
Water Well Registrations	250	5% of Fee	\$19,780.00	\$18,395.40	\$1,384.60	138.46	\$1,246.14
REV - Motor Fuels Tax Filing	622	\$0.25	\$155.50	\$0.00	\$155.50	15.55	\$139.95
NDOA - Applicator permits	21	Variable	\$1,695.00	\$1,635.00	\$60.00	6.00	\$54.00
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Measuring device	49	Variable	\$13,055.83	\$12,700.74	\$355.09	35.51	\$319.58
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	209	Variable	\$1,202,802.84	\$1,200,882.26	\$1,920.58	192.06	\$1,728.52
NDOA - AGSMALL_PACKAGE	0	Variable	\$ -	\$ -	\$ -	0.00	\$0.00
NDOA - AG_EURO_CORN	0	Variable	\$ -	\$ -	\$ -	0.00	\$0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$ 11.62	\$ 9.87	\$ 1.75	0.18	\$1.57
NDOA - AGFIRM_REGISTRATION	1	Variable	\$ 17.12	\$ 15.00	\$ 2.12	0.21	\$1.91
NDOA - AGGFAL_Renew	2	Variable	\$34.24	\$30.00	\$4.24	0.42	\$3.82
NDOA - DAIRY/EGG/TURKEY	6	Variable	\$18,131.22	\$18,106.35	\$24.87	2.49	\$22.38
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Food License Renewals	56	Variable	\$13,920.47	\$13,631.94	\$288.53	28.85	\$259.68

NDOA - AGMILK_RENEW	1	Variable	\$155.49	\$150.00	\$5.49	0.55	\$4.94
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGPESTPROD_NEW	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGACTNMRKT	30	Variable	\$26,699.95	\$26,637.23	\$62.72	6.27	\$56.45
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGNURSERY_STOCK	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Pesticide License Renewals	1	Variable	\$2,461.51	\$2,400.00	\$61.51	6.15	\$55.36
NDOA - AGPESTDEAL_NEW	3	Variable	\$82.11	\$75.00	\$7.11	0.71	\$6.40
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SFM - Fireworks Licenses/Permits	11	Variable	216.03	200.00	\$16.03	1.60	\$14.43
OTC-Over the counter payment	13,619	Variable	\$2,589,930.50	\$2,546,981.09	\$42,949.41	4,294.94	\$38,654.47
OTC Billback	108	Variable			\$556.27	55.63	\$500.64
PropertyTax Payments	125	Variable	\$240,510.79	\$238,330.04	\$2,180.75	218.08	\$1,962.67
NDOL - Contractor Registration	977	Variable	\$44,313.80	\$41,360.00	\$2,953.80	295.38	\$2,658.42
NDOL_BOILER	42	Variable	\$4,183.00	\$4,057.00	\$126.00	12.60	\$113.40
NDOL_ELEVATOR	21	Variable	\$4,669.98	\$4,470.00	\$199.98	20.00	\$179.98
NDOL_OVR_PMT	80	Variable	\$9,639.19	\$9,437.63	\$201.56	20.16	\$181.40
NDOL_TAX_PMT	17	Variable	\$3,718.70	\$3,560.85	\$157.85	15.79	\$142.06
NEROADS - DOT_Permits	11,565	Variable	\$291,723.75	\$271,485.00	\$20,238.75	2,023.88	\$18,214.87
NEROADS - NDOTPERMITS	41	Variable	\$796.75	\$732.38	\$64.37	6.44	\$57.93
State Patrol Crime Report	1,434	\$18.00	\$33,340.50	\$26,887.50	\$6,453.00	645.30	\$5,807.70
NSPCCW_Renew - NSP Conceal & Carry Permi	376	\$4.50	\$20,492.00	\$18,800.00	\$1,692.00	169.20	\$1,522.80
State Patrol Crime Report - Subscriber	1,059	Variable	\$16,351.50	\$13,548.90	\$2,802.60	280.26	\$2,522.34
Event Registration	152	10% of Fee	\$8,871.40	\$8,038.40	\$833.00	83.30	\$749.70
Sarpy_Stop	251	Variable	\$26,715.00	\$26,065.88	\$649.12	64.91	\$584.21
Medicaid & Long Term Care	93	\$1.75	\$7,476.00	\$7,476.00	\$162.75	16.28	\$146.47
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Hebron_utility_payment	33	Variable	\$5,339.14	\$5,216.39	\$122.75	12.28	\$110.47
Micellaneous Charge for Swipers	2	Variable	\$233.95	\$0.00	\$233.95	23.40	\$210.55
NBC_HeadCountF	202,983	Variable	\$12,178.98	\$1,218.41	\$10,960.57	1,096.06	\$9,864.51
NBC_Inspections	514	Variable	\$53,741.44	\$53,741.44	\$0.00	0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
dhscentregDH	1,386	Variable	\$5,544.00	\$3,465.00	\$2,079.00	207.90	\$1,871.10
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
dhscentreg	2,941	\$1.50	\$13,886.00	\$9,486.00	\$4,400.00	440.00	\$3,960.00
dhscentregDHL	6,808	\$1.50	\$34,040.00	\$23,828.00	\$10,212.00	1,021.20	\$9,190.80
<b>SUBTOTAL</b>	<b>1,127,234.00</b>		<b>14,145,693.05</b>	<b>13,675,984.86</b>	<b>479,135.79</b>	<b>47,913.66</b>	<b>431,222.13</b>

**Transaction Services Not Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	Net Gross Share	Net Share
Court Records (Justice) Per Record	152,989	\$1.00	\$152,989.00	76,494.50	76,494.50	\$76,494.50
Court Records (Justice) Monthly	85	\$500.00	\$42,500.00	\$21,250.00	21,250.00	\$21,250.00
Court Records (Justice) Credit Card Searches	776	\$15.00	\$11,670.00	\$5,835.00	5,835.00	\$5,835.00
Court E-Filing	17,667	\$1.00	\$17,667.00	\$0.00	17,667.00	\$17,667.00
COURTAPELFILE	357	\$2.00	\$1,106.00	\$400.00	706.00	\$706.00
Courtjudge	126	\$50.00	\$6,300.00	\$0.00	\$6,300.00	\$6,300.00
Court Citations	5,390	Variable	\$721,480.02	\$706,291.02	15,189.00	\$15,189.00
Court Payments	2,732	Variable	\$721,423.19	\$708,994.90	12,428.29	\$12,428.29

Lobbyist Registration	8	\$0.05	\$1,600.00	\$1,600.00	80.00	\$80.00
OTC-Court payments	1	Variable	\$4.23	\$2.48	1.75	\$1.75
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	532	Variable	\$2,364.00	\$960.00	\$1,404.00	\$1,404.00
Scalessubscr	812	Variable	\$812.00	\$406.00	406.00	\$406.00
<b>SUBTOTAL</b>	<b>181,475</b>		<b>1,679,915.44</b>	<b>1,522,233.90</b>	<b>157,761.54</b>	<b>157,761.54</b>
						<b>\$39,980.93</b>

**Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			7,738.33	7,738.33	7,738.33
Subscriptions - New	473	50.00	23,650.00	23,650.00	23,650.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$31,388.33</b>	<b>\$31,388.33</b>	

**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,577	17.00	32,232.00	32,232.00	0.00
LCC -Tax Payments	32	variable	2,392,702.00	2,392,702.00	0.00
COURTEFILESUB	17,662	variable	\$445,756.00	\$445,756.00	0.00
COURTAPPTFILE	4	variable	\$400.00	\$400.00	0.00
WCCSUB	64	variable	\$960.00	\$960.00	0.00
<b>SUBTOTAL</b>	<b>19,339</b>		<b>\$2,872,050.00</b>	<b>\$2,872,050.00</b>	

**Payment Statement  
December 31, 2018**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: November 1st - November 30st**

**Transaction Services Subject to the 10% 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 (1 NII Share (90%)	NII Share (90%)
DMV- DLR - Batch	28,144	\$3.00	\$84,432.00	\$56,288.00	\$28,144.00	2,814.40	\$25,329.60
DMV- DLR - Monitoring Fee	602,896	\$0.06	\$36,173.76	\$24,115.84	\$12,057.92	1,205.79	\$10,852.13
DMV- DLR - Interactive	67,208	\$3.00	\$201,624.00	\$134,416.00	\$67,208.00	6,720.80	\$60,487.20
DMV- DLR - Certified	41	\$3.00	\$123.00	\$82.00	\$41.00	4.10	\$36.90
DMV- DLR - Certified Transcript	179	\$4.00	\$716.00	\$537.00	\$179.00	17.90	\$161.10
DMV - DLR Single	1,250	\$3.00	\$3,750.00	\$2,500.00	\$1,250.00	125.00	\$1,125.00
DMV - Driver License Renew	6,368	Variable	\$158,716.25	\$150,198.00	\$8,518.25	851.83	\$7,666.42
DMV- TLR - Interactive	13,499	\$1.00	\$13,499.00	\$5,399.60	\$8,099.40	809.94	\$7,289.46
DMV- TLR - batch	32,815	\$1.00	\$32,815.00	\$13,126.00	\$19,689.00	1,968.90	\$17,720.10
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	14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	8	\$18.00	\$144.00	\$80.00	\$64.00	6.40	\$57.60
DMV - Reinstatement	1,854	\$3.00	\$139,943.00	\$134,375.00	\$5,568.00	556.80	\$5,011.20
DMV - Specialty Plates	959	\$3.00	\$37,522.00	\$34,645.00	\$2,877.00	287.70	\$2,589.30
DMV - IRP	467	Variable	\$2,466,359.55	\$2,462,038.83	\$4,320.72	432.07	\$3,888.65
DMV - IFTA	698	Variable	\$27,442.01	\$26,684.81	\$757.20	75.72	\$681.48
DMVOTC	2,483	Variable	\$60,289.00	\$57,028.00	\$3,261.00	326.10	\$2,934.90
DMVOTC_CASH	2,066	Variable	\$43,266.50	\$43,266.50	\$0.00	0.00	\$0.00
DMV - SingleTripPermit	675	Variable	\$27,662.00	\$25,410.00	\$2,252.00	225.20	\$2,026.80
DMV - Motor Vehicle Renewals	23,296	Variable	\$5,653,482.49	\$5,535,583.60	\$117,898.89	11,789.89	\$106,109.00
HHSS - Health Practitioner Lists	64	Variable	\$3,860.00	\$0.00	\$3,860.00	386.00	\$3,474.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	39.50	\$355.50
HHSS - Health License Monitoring	12,657	Variable	126.57	0.00	126.57	12.66	\$113.91
HHSS - Health License Monitoring Mo. Min.	-4	Variable	-59.08	0	-59.08	-5.91	-\$53.17
HHSS - Health Risk Appraisal Company	0	50	0	0	0	0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	0	\$0.00	\$0.00	0.00	\$0.00
LCC Renewals	13	\$1.00	\$869.09	\$840.00	\$29.09	2.91	\$26.18
LCC Local Renewals	8	Variable	\$7,673.93	\$7,596.00	\$77.93	7.79	\$70.14
LCC_SDL	66	Variable	\$3,169.44	\$3,000.00	\$169.44	16.94	\$152.50
SED - Electrical Permits	690	4% of Fee	\$75,330.00	\$75,330.00	\$3,013.20	301.32	\$2,711.88
SED - Electrician License Renewal	1,900	2% of Fee	\$184,080.00	178,380.00	5,700.00	570.00	\$5,130.00
SED - Electrician Apprentice License	103	3.00	\$2,369.00	2,060.00	309.00	30.90	\$278.10
SED - License List	1	Variable	\$35.00	35.00	5.00	0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	23	3.00	\$1,449.00	1,449.00	69.00	6.90	\$62.10
SEDEXAM5 - Exam Application (\$5 fee)	9	5.00	\$1,170.00	1,170.00	45.00	4.50	\$40.50
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Document eDelivery	1,368	\$2/variable	\$100,510.05	\$97,140.00	\$3,370.05	337.01	\$3,033.04
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Certificate of Good Standing Orders	30	\$10.00	\$300.00	\$300.00	\$0.00	0.00	\$0.00
SOS - Online Certificate of Good Standing	604	\$6.50	\$3,926.00	\$1,510.00	\$2,416.00	241.60	\$2,174.40

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	549	\$6.50	\$3,568.50	\$1,372.50	\$2,196.00	219.60	\$1,976.40
SOS - Corporate Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	120.00	\$1,080.00
SOS - Corporate Special Request(TPE)	18	Variable	\$285.00	\$142.50	\$142.50	14.25	\$128.25
SOS - Corporate Special Request	-345	\$15.00	-\$5,175.00	-\$2,587.50	-\$2,587.50	-258.75	-\$2,328.75
SOS - Corporate Images Subscriber	4,195	\$0.45	\$1,887.75	\$1,342.40	\$545.35	54.54	\$490.81
SOS - Corporate Images Credit Card	3,117	\$0.45	\$1,402.65	\$997.44	\$405.21	40.52	\$364.69
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Corporate Weekly Batch Service	6	\$300.00	\$1,800.00	\$900.00	\$900.00	90.00	\$810.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	120.00	\$1,080.00
SOS - UCC Weekly Batch Service	6	\$300.00	\$1,800.00	\$900.00	\$900.00	90.00	\$810.00
SOS - UCC Interactive Searches	7,212	\$4.50	\$32,454.00	\$25,242.00	\$7,212.00	721.20	\$6,490.80
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	160.00	\$1,440.00
SOS - UCC Special Request	118	Variable	\$236.00	\$118.00	\$118.00	11.80	\$106.20
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	3.75	\$33.75
SOS - UCC Continuation Filings	1,254	\$8.00	\$10,032.00	\$8,151.00	\$1,881.00	188.10	\$1,692.90
SOS - UCC Original Filings	1,304	\$8.00	\$10,432.00	\$8,476.00	\$1,956.00	195.60	\$1,760.40
SOS - UCC Electronic Amendments	327	\$8.00	\$2,616.00	\$2,125.50	\$490.50	49.05	\$441.45
SOS - UCC Electronic Assignments	1	\$8.00	\$8.00	\$6.50	\$1.50	0.15	\$1.35
SOS - UCC Electronic Collateral Amendments	85	\$8.00	\$680.00	\$552.50	\$127.50	12.75	\$114.75
SOS - UCC Images	14,862	\$0.45	\$6,687.90	\$4,755.84	\$1,932.06	193.21	\$1,738.85
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	50.00	\$450.00
SOS - UCCAMEND_BUL	23	Variable	\$184.00	\$149.50	\$34.50	3.45	\$31.05
SOS - UCCASSIGN_BULK	13	Variable	\$104.00	\$84.50	\$19.50	1.95	\$17.55
SOS - UCCCOLLAMEND	8	Variable	\$64.00	\$52.00	\$12.00	1.20	\$10.80
SOS - UCCCONT_BULK	113	Variable	\$904.00	\$734.50	\$169.50	16.95	\$152.55
SOS - UCCORIG_BULK	412	Variable	\$3,296.00	\$2,678.00	\$618.00	61.80	\$556.20
SOS - EFS Interactive Searches	1,839	\$4.50	\$8,275.50	\$6,436.50	\$1,839.00	183.90	\$1,655.10
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - EFS Continuations	320	\$8.00	\$2,560.00	\$2,080.00	\$480.00	48.00	\$432.00
SOS - EFS Original Filings	391	\$8.00	\$3,128.00	\$2,541.50	\$586.50	58.65	\$527.85
REV - Sales/Use Tax Permit Lists	7	\$5.50	\$38.50	\$0.00	\$38.50	3.85	\$34.65
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$387,885.00	\$376,248.45	\$11,636.55	1,163.66	\$10,472.89
E&A - Engineers & Architects License Renewal	1,183	5% of Fee	\$93,540.00	\$93,540.00	\$4,677.00	467.70	\$4,209.30
E&A - Engineers & Architects Recip	40	5% of Fee	\$6,000.00	\$6,000.00	\$300.00	30.00	\$270.00
Water Well Registrations	162	5% of Fee	\$12,820.00	\$11,922.60	\$897.40	89.74	\$807.66
REV - Motor Fuels Tax Filing	431	\$0.25	\$107.75	\$0.00	\$107.75	10.78	\$96.97
NDOA - Applicator permits	15	Variable	\$1,155.00	\$1,113.00	\$42.00	4.20	\$37.80
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Measuring device	47	Variable	\$12,006.10	\$11,750.36	\$255.74	25.57	\$230.17
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	12	Variable	\$98,990.03	\$98,955.94	\$34.09	3.41	\$30.68
NDOA - AGSMALL_PACKAGE	1	Variable	\$103.00	\$100.00	\$3.00	0.30	\$2.70
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	0.00	\$0.00
NDOA - AGFFAL_Tonnage	0	Variable	\$-	\$-	\$-	0.00	\$0.00
NDOA - AGFIRM_REGISTRATION	3	Variable	\$61.12	\$55.00	\$6.12	0.61	\$5.51
NDOA - AGGFAL_Renew	677	Variable	\$21,399.80	\$19,860.00	\$1,539.80	153.98	\$1,385.82
NDOA - DAIRY/EGG/TURKEY	8	Variable	\$20,403.05	\$20,384.80	\$18.25	1.83	\$16.42
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Food License Renewals	26	Variable	\$6,109.10	\$6,014.20	\$94.90	9.49	\$85.41

NDOA - AGMILK_RENEW	1	Variable	\$155.49	\$150.00	\$5.49	0.55	\$4.94
NDOA - AGPESTKELLY	14	Variable	\$174,283.00	\$174,080.00	\$203.00	20.30	\$182.70
NDOA - AGPESTPROD_NEW	4	Variable	\$658.94	\$640.00	\$18.94	1.89	\$17.05
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGACTNMRKT	33	Variable	\$90,682.25	\$90,612.45	\$69.80	6.98	\$62.82
NDOA - AGNURSERY_RENEW	86	Variable	\$17,441.81	\$16,953.25	\$488.56	48.86	\$439.70
NDOA - AGNURSERY_STOCK	5	Variable	\$504.79	\$488.75	\$16.04	1.60	\$14.44
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Pesticide License Renewals	701	Variable	\$668,789.25	\$658,495.00	\$10,294.25	1,029.43	\$9,264.82
NDOA - AGPESTDEAL_NEW	1	Variable	\$27.37	\$25.00	\$2.37	0.24	\$2.13
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SFM - Fireworks Licenses/Permits	7	Variable	140.27	130.00	\$10.27	1.03	\$9.24
OTC-Over the counter payment	12,432	Variable	\$2,397,911.22	\$2,358,522.86	\$39,388.36	3,938.84	\$35,449.52
OTC Billback	105	Variable			\$924.42	92.44	\$831.98
PropertyTax Payments	65	Variable	\$282,265.27	\$281,639.50	\$625.77	62.58	\$563.19
NDOL - Contractor Registration	766	Variable	\$34,385.65	\$32,080.00	\$2,305.65	230.57	\$2,075.08
NDOL_BOILER	29	Variable	\$3,471.50	\$3,384.50	\$87.00	8.70	\$78.30
NDOL_ELEVATOR	21	Variable	\$5,930.06	\$5,690.00	\$240.06	24.01	\$216.05
NDOL_OVR_PMT	64	Variable	\$7,054.83	\$6,947.44	\$107.39	10.74	\$96.65
NDOL_TAX_PMT	16	Variable	\$2,441.34	\$2,323.64	\$117.70	11.77	\$105.93
NEROADS - DOT_Permits	10,323	Variable	\$261,888.80	\$243,814.37	\$18,074.43	1,807.44	\$16,266.99
NEROADS - NDOTPERMITS	53	Variable	\$1,192.75	\$1,109.54	\$83.21	8.32	\$74.89
State Patrol Crime Report	1,177	\$18.00	\$25,172.00	\$20,300.00	\$4,872.00	487.20	\$4,384.80
NSPCCW_Renew - NSP Conceal & Carry Permi	370	\$4.50	\$20,165.00	\$18,500.00	\$1,665.00	166.50	\$1,498.50
State Patrol Crime Report - Subscriber	879	Variable	\$13,585.50	\$11,247.30	\$2,338.20	233.82	\$2,104.38
Event Registration	105	10% of Fee	\$3,807.00	\$3,435.50	\$371.50	37.15	\$334.35
Sarpy_Stop	235	Variable	\$24,490.00	\$23,894.95	\$595.05	59.51	\$535.54
Medicaid & Long Term Care	105	\$1.75	\$8,218.00	\$8,218.00	\$183.75	18.38	\$165.37
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Hebron_utility_payment	41	Variable	\$5,856.72	\$5,695.50	\$161.22	16.12	\$145.10
Micellaneous Charge for Swipers	1	Variable	\$344.40	\$0.00	\$344.40	34.44	\$309.96
NBC_HeadCountF	177,125	Variable	\$10,627.50	\$1,063.26	\$9,564.24	956.42	\$8,607.82
NBC_Inspections	457	Variable	\$45,629.50	\$45,629.50	\$0.00	0.00	\$0.00
NBC_NIRFLFee	144,118	Variable	\$8,647.08	\$0.00	\$8,647.08	864.71	\$7,782.37
NBC_RFLRenewal	8	Variable	\$143,000.00	\$143,000.00	\$0.00	0.00	\$0.00
BOGRENEW	51	\$3.25	\$165.75	\$0.00	\$165.75	16.58	\$149.17
dhscentregDH	1,100	Variable	\$4,400.00	\$2,750.00	\$1,650.00	165.00	\$1,485.00
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
dhscentreg	2,269	\$1.50	\$10,689.00	\$7,297.50	\$3,391.50	339.15	\$3,052.35
dhscentregDHL	5,413	\$1.50	\$27,065.00	\$18,945.50	\$8,119.50	811.95	\$7,307.55
<b>SUBTOTAL</b>	<b>1,199,085.00</b>		<b>14,431,624.35</b>	<b>13,979,686.52</b>	<b>461,155.20</b>	<b>46,115.57</b>	<b>415,039.63</b>

**Transaction Services Not Subject to the 10% 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	129,046	\$1.00	\$129,046.00	64,523.00	64,523.00	\$64,523.00
Court Records (Justice) Monthly	85	\$500.00	\$42,500.00	\$21,250.00	21,250.00	\$21,250.00
Court Records (Justice) Credit Card Searches	691	\$15.00	\$10,365.00	\$5,182.50	5,182.50	\$5,182.50
Court E-Filing	15,515	\$1.00	\$15,515.00	\$0.00	15,515.00	\$15,515.00
COURTAPELFILE	389	\$2.00	\$970.00	\$200.00	770.00	\$770.00
Courtjudge	125	\$50.00	\$6,250.00	\$0.00	\$6,250.00	\$6,250.00

Court Citations	5,404	Variable	\$724,806.94	\$709,541.74	15,265.20	\$15,265.20
Court Payments	2,489	Variable	\$686,530.81	\$675,393.43	11,137.38	\$11,137.38
Lobbyist Registration	34	\$0.05	\$6,630.00	\$6,630.00	331.50	\$331.50
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	488	Variable	\$2,316.00	\$1,065.00	\$1,251.00	\$1,251.00
Scalessubscr	711	Variable	\$711.00	\$355.50	355.50	\$355.50
<b>SUBTOTAL</b>	<b>154,977</b>		<b>1,625,640.75</b>	<b>1,484,141.17</b>	<b>141,831.08</b>	<b>141,831.08</b>
<b>\$43,413.66</b>						

**Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board**

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			28,733.33	28,733.33	28,733.33
Subscriptions - New	306	50.00	15,300.00	15,300.00	15,300.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$44,033.33</b>	<b>\$44,033.33</b>	

**Other Applications Maintained and Supported - No Revenue**

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,366	17.00	28,033.00	28,033.00	0.00
LCC -Tax Payments	32	variable	2,848,262.00	2,848,262.00	0.00
COURTEFILESUB	15,520	variable	\$411,824.00	\$411,824.00	0.00
COURTAPPTFILE	4	variable	\$200.00	\$200.00	0.00
WCCSUB	71	variable	\$1,065.00	\$1,065.00	0.00
<b>SUBTOTAL</b>	<b>16,993</b>		<b>\$3,289,384.00</b>	<b>\$3,289,384.00</b>	

**Payment Statement  
January 30, 2019**

TO: Nebraska State Records Board  
c/o Secretary of State's Office  
Room 2300, State Capitol  
Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC  
1 S. 13th, Suite 301  
Lincoln, NE 68508



**PERIOD COVERED: December 1st - December 31st**

**Transaction Services Subject to the 10% 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 (1 NII Share (90%)	NII Share (90%)
DMV- DLR - Batch	18,900	\$3.00	\$56,700.00	\$37,800.00	\$18,900.00	1,890.00	\$17,010.00
DMV- DLR - Monitoring Fee	623,506	\$0.06	\$37,410.36	\$24,940.24	\$12,470.12	1,247.01	\$11,223.11
DMV- DLR - Interactive	60,501	\$3.00	\$181,503.00	\$121,002.00	\$60,501.00	6,050.10	\$54,450.90
DMV- DLR - Certified	38	\$3.00	\$114.00	\$76.00	\$38.00	3.80	\$34.20
DMV- DLR - Certified Transcript	168	\$4.00	\$672.00	\$504.00	\$168.00	16.80	\$151.20
DMV - DLR Single	1,259	\$3.00	\$3,777.00	\$2,518.00	\$1,259.00	125.90	\$1,133.10
DMV - Driver License Renew	5,731	Variable	\$142,780.00	\$135,033.50	\$7,746.50	774.65	\$6,971.85
DMV- TLR - Interactive	12,577	\$1.00	\$12,577.00	\$5,030.80	\$7,546.20	754.62	\$6,791.58
DMV- TLR - batch	22,467	\$1.00	\$22,467.00	\$8,986.80	\$13,480.20	1,348.02	\$12,132.18
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	14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	7	\$18.00	\$126.00	\$70.00	\$56.00	5.60	\$50.40
DMV - Reinstatement	1,715	\$3.00	\$126,195.00	\$121,050.00	\$5,145.00	514.50	\$4,630.50
DMV - Specialty Plates	947	\$3.00	\$38,871.00	\$36,030.00	\$2,841.00	284.10	\$2,556.90
DMV - IRP	636	Variable	\$8,968,332.74	\$8,961,139.53	\$7,193.21	719.32	\$6,473.89
DMV - IFTA	553	Variable	\$18,504.23	\$17,960.64	\$543.59	54.36	\$489.23
DMVOTC	1,982	Variable	\$48,333.50	\$45,560.00	\$2,773.50	277.35	\$2,496.15
DMVOTC_CASH	1,689	Variable	\$35,114.50	\$35,114.50	\$0.00	0.00	\$0.00
DMV - SingleTripPermit	489	Variable	\$19,758.00	\$18,150.00	\$1,608.00	160.80	\$1,447.20
DMV - Motor Vehicle Renewals	26,065	Variable	\$6,415,756.89	\$6,283,854.95	\$131,901.94	13,190.19	\$118,711.75
HHSS - Health Practitioner Lists	55	Variable	\$3,950.00	\$0.00	\$3,950.00	395.00	\$3,555.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	39.50	\$355.50
HHSS - Health License Monitoring	13,024	Variable	130.24	0.00	130.24	13.02	\$117.22
HHSS - Health License Monitoring Mo. Min.	5	Variable	73.25	0	73.25	7.33	\$65.92
HHSS - Health Risk Appraisal Company	0	50	0	0	0	0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	0	\$0.00	\$0.00	0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
LCC_SDL	62	Variable	\$2,832.48	\$2,680.00	\$152.48	15.25	\$137.23
SED - Electrical Permits	480	4% of Fee	\$51,799.00	\$51,799.00	\$2,071.96	207.20	\$1,864.76
SED - Electrician License Renewal	4,043	2% of Fee	\$368,269.00	356,140.00	12,129.00	1,212.90	\$10,916.10
SED - Electrician Apprentice License	104	3.00	\$4,472.00	4,160.00	312.00	31.20	\$280.80
SED - License List	0	Variable	\$0.00	0.00	0.00	0.00	\$0.00
SEDEXAM3 - Exam Application (\$3 fee)	41	3.00	\$2,583.00	2,583.00	123.00	12.30	\$110.70
SEDEXAM5 - Exam Application (\$5 fee)	6	5.00	\$780.00	780.00	30.00	3.00	\$27.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Document eDelivery	1,512	\$2/variable	\$110,788.25	\$107,065.00	\$3,723.25	372.33	\$3,350.92
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Certificate of Good Standing Orders	29	\$10.00	\$290.00	\$290.00	\$0.00	0.00	\$0.00
SOS - Online Certificate of Good Standing	668	\$6.50	\$4,342.00	\$1,670.00	\$2,672.00	267.20	\$2,404.80

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	475	\$6.50	\$3,087.50	\$1,187.50	\$1,900.00	190.00	\$1,710.00
SOS - Corporate Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	160.00	\$1,440.00
SOS - Corporate Special Request(TPE)	15	Variable	\$270.00	\$135.00	\$135.00	13.50	\$121.50
SOS - Corporate Special Request	0	\$15.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Corporate Images Subscriber	4,219	\$0.45	\$1,898.55	\$1,350.08	\$548.47	54.85	\$493.62
SOS - Corporate Images Credit Card	2,956	\$0.45	\$1,330.20	\$945.92	\$384.28	38.43	\$345.85
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - Corporate Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	105.00	\$945.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	120.00	\$1,080.00
SOS - UCC Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	105.00	\$945.00
SOS - UCC Interactive Searches	8,879	\$4.50	\$39,955.50	\$31,076.50	\$8,879.00	887.90	\$7,991.10
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	160.00	\$1,440.00
SOS - UCC Special Request	26	Variable	\$52.00	\$26.00	\$26.00	2.60	\$23.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - UCC Continuation Filings	1,344	\$8.00	\$10,752.00	\$8,736.00	\$2,016.00	201.60	\$1,814.40
SOS - UCC Original Filings	1,508	\$8.00	\$12,064.00	\$9,802.00	\$2,262.00	226.20	\$2,035.80
SOS - UCC Electronic Amendments	339	\$8.00	\$2,712.00	\$2,203.50	\$508.50	50.85	\$457.65
SOS - UCC Electronic Assignments	2	\$8.00	\$16.00	\$13.00	\$3.00	0.30	\$2.70
SOS - UCC Electronic Collateral Amendments	118	\$8.00	\$944.00	\$767.00	\$177.00	17.70	\$159.30
SOS - UCC Images	19,470	\$0.45	\$8,761.50	\$6,230.40	\$2,531.10	253.11	\$2,277.99
SOS - UCC BatchSemi Monthly	1	\$500.00	\$500.00	\$250.00	\$250.00	25.00	\$225.00
SOS - UCCAMEND_BUL	18	Variable	\$144.00	\$117.00	\$27.00	2.70	\$24.30
SOS - UCCASSIGN_BULK	5	Variable	\$40.00	\$32.50	\$7.50	0.75	\$6.75
SOS - UCCCOLLAMEND	5	Variable	\$40.00	\$32.50	\$7.50	0.75	\$6.75
SOS - UCCCONT_BULK	73	Variable	\$584.00	\$474.50	\$109.50	10.95	\$98.55
SOS - UCCORIG_BULK	502	Variable	\$4,016.00	\$3,263.00	\$753.00	75.30	\$677.70
SOS - EFS Interactive Searches	2,183	\$4.50	\$9,823.50	\$7,640.50	\$2,183.00	218.30	\$1,964.70
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SOS - EFS Continuations	280	\$8.00	\$2,240.00	\$1,820.00	\$420.00	42.00	\$378.00
SOS - EFS Original Filings	632	\$8.00	\$5,056.00	\$4,108.00	\$948.00	94.80	\$853.20
REV - Sales/Use Tax Permit Lists	7	\$5.50	\$38.50	\$0.00	\$38.50	3.85	\$34.65
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NREC - Real Estate Commission Services	2	3% of Fee	\$107,440.00	\$104,216.80	\$3,223.20	322.32	\$2,900.88
E&A - Engineers & Architects License Renewal	2,198	5% of Fee	\$173,200.00	\$173,200.00	\$8,660.00	866.00	\$7,794.00
E&A - Engineers & Architects Recip	21	5% of Fee	\$3,150.00	\$3,150.00	\$157.50	15.75	\$141.75
Water Well Registrations	207	5% of Fee	\$16,000.00	\$14,880.00	\$1,120.00	112.00	\$1,008.00
REV - Motor Fuels Tax Filing	442	\$0.25	\$110.50	\$0.00	\$110.50	11.05	\$99.45
NDOA - Applicator permits	23	Variable	\$1,680.00	\$1,617.00	\$63.00	6.30	\$56.70
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Measuring device	39	Variable	\$4,875.47	\$4,715.88	\$159.59	15.96	\$143.63
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	5	Variable	\$26,289.56	\$26,279.65	\$9.91	0.99	\$8.92
NDOA - AGSMALL_PACKAGE	2	Variable	\$128.75	\$125.00	\$3.75	0.38	\$3.37
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	0.00	\$0.00
NDOA - AGFFAL_Tonnage	4	Variable	\$662.84	\$655.65	\$7.19	0.72	\$6.47
NDOA - AGFIRM_REGISTRATION	6	Variable	\$107.48	\$95.00	\$12.48	1.25	\$11.23
NDOA - AGGFAL_Renew	596	Variable	\$21,197.77	\$19,880.00	\$1,317.77	131.78	\$1,185.99
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$16,238.68	\$16,217.76	\$20.92	2.09	\$18.83
NDOA - Grape/Potato	1	Variable	\$153.57	\$151.82	\$1.75	0.18	\$1.57
NDOA - Food License Renewals	15	Variable	\$4,109.01	\$4,029.90	\$79.11	7.91	\$71.20

NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGPESTKELLY	16	Variable	\$168,165.50	\$167,840.00	\$325.50	32.55	\$292.95
NDOA - AGPESTPROD_NEW	5	Variable	\$816.71	\$800.00	\$16.71	1.67	\$15.04
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - AGACTNMRKT	33	Variable	\$65,896.09	\$65,817.97	\$78.12	7.81	\$70.31
NDOA - AGNURSERY_RENEW	297	Variable	\$58,580.52	\$57,047.75	\$1,532.77	153.28	\$1,379.49
NDOA - AGNURSERY_STOCK	1	Variable	\$101.93	\$97.75	\$4.18	0.42	\$3.76
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
NDOA - Pesticide License Renewals	527	Variable	\$601,392.81	\$590,775.00	\$10,617.81	1,061.78	\$9,556.03
NDOA - AGPESTDEAL_NEW	3	Variable	\$80.87	\$75.00	\$5.87	0.59	\$5.28
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SFM - Fireworks Licenses/Permits	11	Variable	288.79	270.00	\$18.79	1.88	\$16.91
OTC-Over the counter payment	11,797	Variable	\$2,580,656.12	\$2,539,374.51	\$41,281.61	4,128.16	\$37,153.45
OTC Billback	113	Variable			\$454.87	45.49	\$409.38
PropertyTax Payments	351	Variable	\$1,455,248.19	\$1,449,557.72	\$5,690.47	569.05	\$5,121.42
NDOL - Contractor Registration	661	Variable	\$29,693.50	\$27,700.00	\$1,993.50	199.35	\$1,794.15
NDOL_BOILER	22	Variable	\$3,435.00	\$3,369.00	\$66.00	6.60	\$59.40
NDOL_ELEVATOR	17	Variable	\$5,394.14	\$5,165.00	\$229.14	22.91	\$206.23
NDOL_OVR_PMT	93	Variable	\$15,173.11	\$14,849.09	\$324.02	32.40	\$291.62
NDOL_TAX_PMT	12	Variable	\$2,195.32	\$2,096.44	\$98.88	9.89	\$88.99
NEROADS - DOT Permits	8,427	Variable	\$218,470.87	\$203,695.95	\$14,774.92	1,477.49	\$13,297.43
NEROADS - NDOTPERMITS	35	Variable	\$766.25	\$711.30	\$54.95	5.50	\$49.45
State Patrol Crime Report	1,015	\$18.00	\$22,552.50	\$18,187.50	\$4,365.00	436.50	\$3,928.50
NSPCCW_Renew - NSP Conceal & Carry Permi	398	\$4.50	\$21,636.50	\$19,850.00	\$1,786.50	178.65	\$1,607.85
State Patrol Crime Report - Subscriber	738	Variable	\$11,400.00	\$9,442.50	\$1,957.50	195.75	\$1,761.75
Event Registration	88	10% of Fee	\$4,695.51	\$4,231.51	\$464.00	46.40	\$417.60
Sarpy_Stop	157	Variable	\$16,927.43	\$16,516.18	\$411.25	41.13	\$370.12
Medicaid & Long Term Care	94	\$1.75	\$7,451.00	\$7,451.00	\$164.50	16.45	\$148.05
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
recreation_program	27	Variable	\$1,170.93	\$1,140.00	\$30.93	3.09	\$27.84
Utility_payment	94	Variable	\$12,392.90	\$12,066.80	\$326.10	32.61	\$293.49
Micellaneous Charge for Swipers	2	Variable	\$226.70	\$0.00	\$226.70	22.67	\$204.03
NBC_HeadCountF	119,332	Variable	\$12,126.28	\$0.00	\$12,126.28	1,212.63	\$10,913.65
NBC_Inspections	461	Variable	\$45,103.17	\$45,103.17	\$0.00	0.00	\$0.00
NBC_NIRFLFee	38,256	Variable	\$2,295.36	\$0.00	\$2,295.36	229.54	\$2,065.82
NBC_NISaleBarn	7,857	Variable	\$7,857.00	\$0.00	\$7,857.00	785.70	\$7,071.30
NBC_NISaleBarnF	7,857	Variable	\$471.42	\$0.00	\$471.42	47.14	\$424.28
NBC_RFLRenewal	6	Variable	\$38,000.00	\$38,000.00	\$0.00	0.00	\$0.00
BOGRENEW	115	\$3.25	\$373.75	\$0.00	\$373.75	37.38	\$336.37
dhscentregDH	870	Variable	\$3,479.00	\$2,174.00	\$1,305.00	130.50	\$1,174.50
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	0.00	\$0.00
dhscentreg	1,916	\$1.50	\$9,034.00	\$6,170.50	\$2,863.50	286.35	\$2,577.15
dhscentregDHL	4,866	\$1.50	\$24,330.00	\$17,031.00	\$7,299.00	729.90	\$6,569.10
REVENUE_FEE	9	\$1.75	\$15.75	\$0.00	\$15.75	1.58	\$14.17
<b>SUBTOTAL</b>	<b>1,052,498.00</b>	<b>4,899.66</b>	<b>22,620,710.24</b>	<b>22,164,825.96</b>	<b>467,546.11</b>	<b>46,754.66</b>	<b>420,791.45</b>

**Transaction Services Not Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	Net Gross Share	Net Share
Court Records (Justice) Per Record	108,141	\$1.00	\$108,141.00	54,070.50	54,070.50	\$54,070.50
Court Records (Justice) Monthly	86	\$500.00	\$43,000.00	\$21,500.00	21,500.00	\$21,500.00

Court Records (Justice) Credit Card Searches	597	\$15.00	\$8,955.00	\$4,477.50	4,477.50	\$4,477.50
Court E-Filing	13,745	\$1.00	\$13,745.00	\$0.00	13,745.00	\$13,745.00
COURTAPELFILE	358	\$2.00	\$1,148.00	\$450.00	698.00	\$698.00
Courtjudge	127	\$50.00	\$6,350.00	\$0.00	\$6,350.00	\$6,350.00
Court Citations	5,025	Variable	\$656,908.33	\$642,650.78	14,257.55	\$14,257.55
Court Payments	2,290	Variable	\$702,512.58	\$692,144.19	10,368.39	\$10,368.39
Lobbyist Registration	259	\$0.05	\$94,225.00	\$94,225.00	4,711.25	\$4,711.25
OTC-Court payments	1	Variable	\$5.68	\$3.93	1.75	\$1.75
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	3	\$100.00	\$300.00	\$150.00	150.00	\$150.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	539	Variable	\$2,613.00	\$1,245.00	\$1,368.00	\$1,368.00
Scalesubscr	669	Variable	\$669.00	\$334.50	334.50	\$334.50
<b>SUBTOTAL</b>	<b>131,841</b>		<b>1,638,622.59</b>	<b>1,511,276.40</b>	<b>132,057.44</b>	<b>132,057.44</b>
						<b>\$32,157.79</b>

#### Other Revenue Not Subject to the 10% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			9,351.33	9,351.33	9,351.33
Subscriptions - New	437	50.00	21,850.00	21,850.00	21,850.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$31,201.33</b>	<b>\$31,201.33</b>	

#### Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,223	17.00	24,871.00	24,871.00	0.00
LCC -Tax Payments	32	variable	2,527,674.00	2,527,674.00	0.00
COURTEFILESUB	13,745	variable	\$369,359.00	\$369,359.00	0.00
COURTAPPTFILE	9	variable	\$450.00	\$450.00	0.00
WCCSUB	83	variable	\$1,245.00	\$1,245.00	0.00
<b>SUBTOTAL</b>	<b>15,092</b>		<b>\$2,923,599.00</b>	<b>\$2,923,599.00</b>	

# Appendix 2

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**GM Presentation on Next Slide**

## A New Contract, A Continued Collaboration



# THE NI SOLE SOURCE FUTURE

## NEBRASKA DIGITAL SERVICES

Over 20 year history | 20 years of knowledge | Enterprise benefits

5 year term, optional 2  
year extension

**NEBRASKA**  
Good Life. Great Opportunity.



# 2 TEAMS, 1 OUTCOME

Nebraska Interactive partners with the CIO to serve

Cooperative relationship with State OCIO



# SERVICE

- Who we serve?
- Why we serve?
- What we serve them?
- How we serve?

We are Nebraskan citizens | We are passionate about what we do |  
We serve local gov | We serve competitively

# TECHNOLOGY

- Tier one data centers
- PCI compliance
- State and federal requirements
- System administrator
- Audits
- Infrastructure

In tandem with CIO | Included in contract | Comprehensive



# COLLABORATION

define the parameters of the project together - execute to contentment

We define the projects together | We commit to the SOW |  
We execute step by step | We work until everyone is satisfied



# L.S.S & AGILE

The evolution of Nebraska government digital services

We have instituted new practices | Industry standards that  
serve the projects and the timelines



# PROJECT EFFICIENCY

Run lean - Run more

How we run lean? | Team structure | Why it's important?



# DEDICATION TO IMPACT

Marketing, Hosting, Security, Customer Service, Merchant Fees, Bus Dev, Product Suites

Dedication goes beyond development | Ancillary Services



# THE FUTURE

A working collaboration to augment efficiency and increase expense

More efficiencies means we assist more partners | Pricing |  
Technology debt



# QUESTIONS