

**NEBRASKA STATE RECORDS BOARD
MEETING: September 12, 2018**

Nebraska State Capitol
Room 1507
Lincoln, NE
September 12, 2018
9:00 A.M.

*** Proof of Publication ***

State of Nebraska)
Lancaster County) SS.

NOTICE OF PUBLIC MEETING
A meeting of the Nebraska State Records Board will be held on Wednesday, September 12, 2018, at 9:00 AM in the State Capitol, Room 1507, Lincoln, Nebraska. 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 staterrecordsboard.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.
#751227 11 Aug 15 9128677

DAS - MATERIAL DIVISION - LEGALS
PATTY STEINER
301 CENTENNIAL MALL SOUTH
LINCOLN, NE 68509

ORDER NUMBER 751227

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 Aug 15, 20 18 and thereafter on _____, 20____ and that said newspaper is the legal newspaper under the statutes of the State of Nebraska.

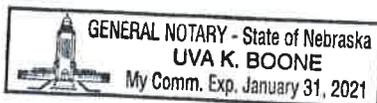


PUBLISHED ON: 08/15/2018

TOTAL AD COST: 15.83
FILED ON: 8/15/2018

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 Aug 15, 20 18
U. Boone Notary Public



Organization	Nebraska State Records Board
Activity	Public Hearing
Date of Activity	Wednesday, 09/12/2018
Time of Activity	Meeting starts at 9:00 AM Central
Last Updated	Thursday, 09/07/2017
Location	Room 1507 State Capitol
Details	Quarterly Meeting
Meeting Agenda	https://staterrecordsboard.nebraska.gov/meetings
Meeting Materials	http://
Person to Contact for Additional Information:	
Name	Steven Chase
Title	Executive Director
Address	440 S. 8th St. Suite 210 Lincoln, NE 68508
Telephone	(402) 471-2745
Fax	(402) 471-2406
E-Mail	steven.chase@nebraska.gov
Agency Homepage	http://sos.ne.gov

NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol
Room 1507
Lincoln, NE
September 12, 2018
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 June 12, 2018 meeting minutes.
6. PUBLIC COMMENT
7. CHAIRMAN'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 City of Albion, City of Atkinson, City of Cambridge, Cheyenne County, Dakota County, Franklin County, Garfield County, Howard County, City of Loup City, City of Lyons, City of Newman Grove, Perkins County, City of Plattsmouth and the City of Stanton. Signed by Chairman Gale 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 City of Albion (REVISED) City of Atkinson (REVISED), City of Cambridge, Cheyenne County Treasurer (REVISED), Dakota County Treasurer (REVISED), City of Fairbury (REVISED), City of Franklin (REVISED), Garfield County (REVISED), Howard County Treasurer (REVISED), City of Loup City (REVISED), City of Lyons (REVISED), City of Newman Grove, Perkins County Treasurer, City of Plattsmouth, City of Stanton (REVISED), and the City of Waverly (REVISED). Signed by Chairman Gale pursuant to Board Authority.
 - 3) **Non-Action Item: Statement of Work** between Nebraska Interactive, LLC, the NE State Records Board and the Dry Bean Commission, and the Public Service Commission. Signed by Chairman Gale pursuant to Board Authority.
 - 4) **Non-Action Item: Addenda (Real Estate)** between Nebraska Interactive, LLC, the NE State Records Board and the Howard County Treasurer. Signed by Chairman Gale pursuant to Board Authority.
 - 5) **Non-Action Item: Gov2Go** between Nebraska Interactive, LLC, the NE State Records Board and the Deaf & Hard of Hearing Commission. Signed by Chairman Gale pursuant to Board Authority.

- 6) **Action Item: Addendum 14, SR22/SR26 for Nebraska Department of Motor Vehicles, to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles.
- 7) **Action Item: Nebraska Real Estate Commission, proposal for License Management System Agreement** between the Nebraska Real Estate Commission and IGov Solutions.
8. EXECUTIVE DIRECTOR REPORTS
 - a) **Action Item:** NSRB Cash Fund Balance update.
 - b) Review of Project Status Reports.
 - c) Statement of Work between Nebraska Interactive, LLC, the NE State Records Board and the Department of Administrative Services.
 - d) **Action Item:** Review of Loss of Portal Functionality on July 22, 2018 and July 23, 2018.
9. NEBRASKA INTERACTIVE REPORTS
 - a) **Action Item:** Project Priority Report Q1.
 - b) **Action Item:** Project Priority Report Q2.
 - c) General Manager's Report
10. NETWORK MANAGER REQUEST FOR PROPOSAL (RFP) AND NETWORK MANAGER CONTRACT. Discussion of the Network Manager RFP and Network Manager Contract. (This will be a closed session).
 - a) **Action Item:** Motion regarding Network Manager RFP or alternatives.
 - b) **Action Item:** Motion regarding current Network Manager's contract renewals and extension.
 - c) **Action Item:** Motion to authorize the Secretary of State with the assistance of the Department of Administrative Services and the Office of the Chief Information Officer to draft a new contract with Nebraska Interactive, LLC.
11. DATE FOR NEXT MEETING
December 12, 2018
9:00 a.m.
Room 1507
Nebraska State Capitol
12. ADJOURNMENT
Action Item: Move to adjourn.

Last Updated 09/10/2018



NEBRASKA STATE RECORDS BOARD

MINUTES

Meeting of June 12, 2018

Agenda Item 1. CALL TO ORDER, ROLL CALL.

The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairman John A. Gale at 8:58 a.m. on June 13, 2018, in Room 1507 of the State Capitol, Lincoln, Nebraska.

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

John A. Gale, Secretary of State, State Records Administrator and Chairman;
Jason Jackson, representing the Governor;
Phil Olsen, representing the Auditor of Public Accounts;
Andrew J. Cano, representing the Libraries;
Don Stenberg, State Treasurer;
M. John Steier, representing the Banking Industry
Greg Osborn, representing the General Public
Angela Stenger, representing the Media

Appearing After the Roll Call

Byron Diamond, Director of Administrative Services (9:02 a.m.)

Leslie Donley, representing the Attorney General (9:04 a.m.)

Not Appearing

Tony Ojeda, representing the Insurance Industry;

Brian Buescher, representing the Legal Profession;

Staff in attendance:

Steven Chase, Executive Director

Colleen Byelick, Agency Counsel

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.

James Ohmberger, IT Manager II, Office of the Chief Information Officer (OCIO)

Terry Lowe, IT Applications Developer, OCIO

David Hattan, IT Manager I, OCIO

Rhonda Lahm, Director, Nebraska Department of Motor Vehicles
 Jennifer Rasmussen, Deputy Court Administrator for Information Technology, Nebraska
 State Court's Administrator's Office.

Agenda Item 2. ANNOUNCEMENT OF NEBRASKA OPEN MEETINGS ACT.

Chairman Gale 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.

Chairman Gale announced public notice of the meeting was duly published in the Lincoln Journal Star on May 16, 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. Ms. Stenger moved to adopt the Agenda as presented; seconded by Treasurer Stenberg.

Voting For:	Cano Stenger	Diamond Steier	Gale	Olsen	Stenberg
Abstaining	Jackson	Osborn			
Voting Against:	None				
Absent:	Buescher	Ojeda	Donley		

The motion carried.

Agenda Item 5. APPROVAL OF MINUTES.

Chairman Gale asked for a motion to approve the minutes of the March 7, 2018, meeting. Mr. Treasurer Stenberg moved to adopt the Minutes as presented; seconded by Mr. Diamond.

Voting For:	Cano Olsen	Diamond Osborn	Donley Stenberg	Gale Stenger	Jackson Steier
Voting Against:	None				
Absent:	Buescher	Ojeda			

The motion carried.

Agenda Item 6. PUBLIC COMMENT.

Chairman Gale 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 7a. Agreements & Addenda:

Agenda Item 7a1. Mr. Chase introduced the Electronic Government Service Level Agreements (EGSLAs) with Nebraska Interactive, LLC (NI LLC), the Nebraska State Records Board, and the following entities: City of Broken Bow, Village of Holbrook, City of Humboldt, Department of Insurance, Lower Loup Natural Resources District (NRD), Village of Orchard, Village of Snyder, Southeast Community College, and the Village of Walthill. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a2. Mr. Chase introduced the following PIN Debit Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the following local entities: the Village of Holbrook, City of Humboldt, Lower Loup NRD, Village of Snyder, and Village of Walthill. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a3. Mr. Chase introduced the following PIN Debit Addenda to the EGSLA between NI, LLC, the Nebraska State Records Board and the following state agencies: Department of Insurance, Board of Parole and the Secretary of State. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a4. Mr. Chase introduced the following Citizen Payment Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the following agencies: the Department of Agriculture and the Nebraska State Patrol. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a5. Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the Nebraska Board of Public Accountancy and the Nebraska Liquor Control Commission. All agreements were signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a.6. Mr. Chase introduced the Event Registration Addenda to the EGSLA with Nebraska Interactive, LLC, the Nebraska State Records Board and Southeast Community College. The agreement was signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a.7. Mr. Chase introduced the following Gov2Go Addenda to the EGSLA with NI LLC, the Nebraska State Records Board and the Nebraska Liquor Control Commission. The agreement was signed by Chairman Gale pursuant to Board authority.

Agenda Item 7a.8. Mr. Chase introduced Addendum 14 to the Nebraska Department of Motor Vehicle EGSLA. Mr. Jackson, on behalf of the Governor, motioned that the addendum be tabled until the next meeting on September 12, 2018. The motion was seconded by Mr. Osborn.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher, Ojeda

The motion carried.

Agenda Item 7a9. Mr. Chase introduced Amended Addendum 4 to the Nebraska State Patrol EGSLA. The original Addendum 4, which was approved by the Board on December 7, 2016, allowed Concealed Carry Permits (CCP) owners to renew their permits online. The original addendum allowed CCP holders to pay by electronic check or credit card but not by PIN Debit Card. The amended addendum modifies the program name to Concealed Handgun Permits (CHP) and adds the ability the renew permits by Pin Debit Card. Treasurer Stenberg motioned to make a single vote for both Addenda 4 and 6.

Agenda Item 7a10. Mr. Chase introduced Addendum 6 to the Nebraska State Patrol EGSLA. The addendum allows potential CHP candidates to submit their applications and payment online. Appearing on behalf of the Nebraska State Patrol was Jeff Avey, the Criminal Identification Division Director for the Nebraska State Patrol, along with Brent Hoffman, general manager of NI LLC. Mr. Avey said the State Patrol was able to use driver’s license information and photographs from the NDMV for CHP applications and renewals. Although permit applicants will need to be fingerprinted, applicants will be able to have the fingerprint appointment scheduled with the local trooper station to reduce the time applicants need to wait to process their requests and reduce the time spent by the state patrol processing requests. Applicants that do not want to apply online will still be able to apply in person at any of the Nebraska trooper stations. Treasurer Stenberg motioned to approve both addendums, which was seconded by Mr. Osborn.

Voting For: Cano Diamond Donley Gale Jackson
Olsen Osborn Stenberg Stenger Steier

Voting Against: None

Absent: Buescher Ojeda

Agenda Item 7b: Nebraska State Historical Society (NSHS) and EBSCO Publishing Agreement.

Mr. Chase introduced an agreement between the Nebraska State Historical Society (NSHS) and EBSCO Publishing Inc. (EBSCO). Appearing on behalf of the NSHS was David Bristow, the Historical Society Associate Director. Bristow explained that EBSCO charges libraries and other institutions a subscription fee so that its users can view documents such as the NSHS magazine. NSHS would receive a percentage payment based on the amount of material published by EBSCO. Ms. Donley indicated that even if the Board approved the agreement, it did not meet Nebraska law regarding jurisdiction and would need to be revised. Ms. Stenger then raised the question of whether this agreement was within the scope of authority of the Board. Colleen Byelick, the chief counsel for the Secretary of State, indicated that the EBSCO agreement may not fall under the Board’s jurisdiction according to Neb. Rev. Stat. §84-1205.03. Mr. Olsen agreed with Ms. Stenger, stating that board was only concerned with a specific fee from a specific agency and not a subscription rate paid by another entity that is not a state agency. Mr. Osborn made the motion to decline jurisdiction on the agreement and advise the NSHS to make revisions as advised by the Attorney General’s office to comply with state law, which was seconded by Mr. Jackson.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher Ojeda,

The motion carried.

Agenda Item 7c: Network Manager Agreement Renewal

The network manager agreement between the Nebraska State Records Board and Nebraska Interactive LLC will expire on March 31, 2019. The agreement has two one-year renewal periods. Chairman Gale stated that the Portal Operations subcommittee convened prior to the board’s meeting and recommended the board consider and approve a one-year renewal, which would extend the network manager agreement to March 31, 2020. Appearing in support of renewal period on behalf of the three major users of the portal were NDMV Director Rhonda Lahm, Jennifer Rasmussen from the Administrator of the Courts, and Secretary of State Agency Counsel Colleen Byelick. Appearing in support of the renewal period on behalf of NI LLC was Scott Somerhalder, Vice President of Operations, NIC Inc. Treasurer Stenberg motioned to approve the renewal of the network manager’s agreement, which was seconded by Ms. Donley.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher Ojeda,

The motion carried.

A break occurred at 10:30 a.m.

The meeting resumes at 10:45 a.m.

Agenda Item 7d. Annual audit of Nebraska Interactive, LLC, 2017

The annual audit dated April 27, 2018, was provided to the Finance Subcommittee, chaired by Lt. Gov. Foley. The subcommittee has reviewed the report in a meeting on June 4, 2018. Treasurer Stenberg, on behalf of Lt. Governor Foley motioned to accept the audit, which was seconded by Mr. Olsen.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher Ojeda

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 first quarter of 2018. Mr. Olsen moved to adopt the Cash Fund Balance, which was seconded by Ms. Stenger.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher Ojeda

The motion carried.

Agenda Item 8b. OCIO-NSRB RFP Service Agreement: Mr. Chase presented the final draft of the OCIO-NSRB service agreement in which the OCIO would provide assistance in drafting the network manager RFP. Although the agreement has not been signed by Ed Toner, the Chief Information Officer at the time of the Board meeting, OCIO IT manager James Ohmberger stated that the agreement met with the OCIO’s approval. Ms. Stenger moved to approve the agreement, which was seconded by Treasurer Stenberg.

Voting For:	Cano	Diamond	Donley	Gale	Jackson
	Olsen	Osborn	Stenberg	Stenger	Steier

Voting Against: None

Absent: Buescher Ojeda

The motion carried.

Agenda Item 8c. Project Status Report: Mr. Chase presented a report on the projects performed by NI LLC, which was reviewed by the OCIO. The report contained responses by the partner agencies and NI LLC as to the progress of the projects. The report indicates that the projects were, for the most part, proceeding as scheduled.

Mr. Jackson left the meeting at 11:00 a.m.

Agenda Item 9. PORTAL MANAGER REPORTS.

Agenda Item 9.a. Project Priority Report: Mr. Hoffman presented the updated priority report for the first quarter of 2018. The first page showed the items that were completed in the first quarter of 2018 and the second page displayed projects scheduled for completion. Chairman Gale noted that many of the projects had completion dates that were after the first quarter of 2018. Mr. Diamond indicated that the project priority report provided has an action completion date but does not have a target completion date. The targeted completion date is necessary, according to Mr. Diamond, to

determine whether NI LLC is meeting its expected completion dates. Mr. Diamond further stated that the project priority should be a simple, three-month recap from the previous quarter of what had been completed and should show the actual versus the projected target dates. Mr. Osborn motioned that the vote on the project priority report be tabled and NI LLC shall submit a revised project priority report for the first quarter of 2018, and a separate project priority report for the second quarter of 2018. The motion also required that the project priority reports meet the requirements as specified by Mr. Diamond. The motion was seconded by Ms. Stenger.

Voting For: Cano Diamond Donley Gale Jackson
 Olsen Osborn Stenberg Stenger Steier

Voting Against: None

Absent: Buescher Ojeda

The motion carried.

Agenda Item 9.b. General Manager’s Report: Mr. Hoffman presented the General Manager’s report. Ms. Easley provided a quarterly report of services, such as website redesign, for smaller state and local agencies. Ms. Easley and Mr. Hoffman also outlined other projects such as Gov2Go.

Agenda Item 10. DATE FOR NEXT MEETING

Chairman Gale announced the next NSRB meeting will be held on September 12, 2018, at 9:00 a.m., in Room 1507 of the State Capitol.

Agenda Item 11. ADJOURNMENT

Mr. Osborn moved to adjourn the meeting, which all members present signified their agreement by saying “aye”. Chairman Gale declared the meeting adjourned at 11:56 p.m.

John A. Gale
Secretary of State
State Records Administrator
Chairman, State Records Board

Date

Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Albion, City of	09/05/2015
Atkinson, City of	08/24/2018
Cambridge, City of	07/19/2018
Cheyenne County	09/05/2015
Dakota County	08/15/2018
Franklin, City of	09/05/2018
Garfield County	09/05/2018
Howard County	07/09/2018
Loup City, City of	08/24/2018
Lyons, City of	08/24/2018
Newman Grove, City of	07/09/2018
Perkins County	08/24/2018
Plattsmouth, City of	07/19/2018
Stanton, City of	08/24/2018

**Electronic Government Service Level Agreement
with
City of Albion, 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 Albion, 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 Albion
420 West Market Street
Albion, NE 68620
Phone: 402-395-2428
Fax:
Email: administrator@cityofalbion-ne.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

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.

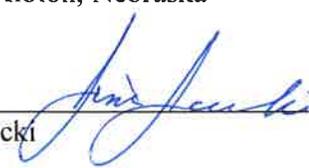
Nebraska Interactive, LLC (Manager)



Brent Hoffman
General Manager

8/28/18
Date

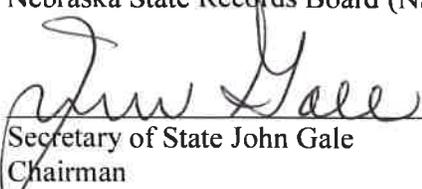
City of Albion, Nebraska



Jim Jarecki
Mayor

8/13/2018
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

9/15/18
Date

**Electronic Government Service Level Agreement
with
City of Atkinson, 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 City of Atkinson, 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 Atkinson
104 S. Main Street/P.O. Box 519
Atkinson, NE 68713
Phone: 402-925-5313
Fax: 402-925-5780
Email: info@atkinsonne.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

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.

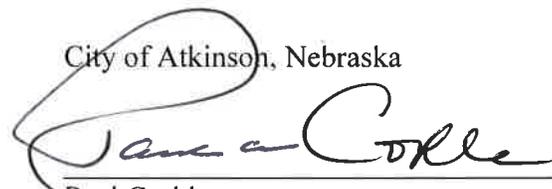
Nebraska Interactive, LLC (Manager)



Brent Hoffman
General Manager

8/16/18
Date

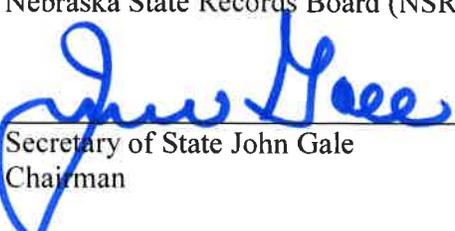
City of Atkinson, Nebraska



Paul Corkle
Mayor

8-3-18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

8/24/18
Date

**Electronic Government Service Level Agreement
with
City of Cambridge, 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 City of Cambridge, 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 Cambridge, Nebraska
722 Patterson Street
Cambridge, NE 69022
Phone: 308-697-3711
Fax:
Email: kkinne@swnebr.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

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

**Electronic Government Service Level Agreement
with
Cheyenne 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 Cheyenne 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: Cheyenne County
1000 10th Avenue/P.O. Box 217
Sidney, NE 69162-0217
Phone: 308-254-2141
Fax: 308-254-5049
Email: clerk@cheyennecounty.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

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

**Electronic Government Service Level Agreement
with
Dakota 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 Dakota 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: Dakota County, Nebraska
1601 Broadway Street
Dakota City, NE 68731
Phone: 402-987-2126
Fax:
Email: lovebrotrk@aol.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

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)

Dakota County, Nebraska

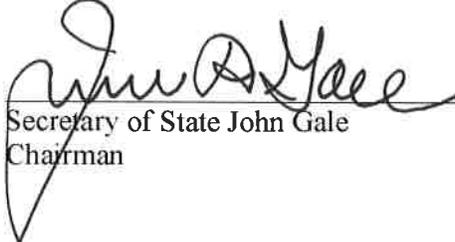


Brent Hoffman
General Manager
8/7/18
Date



Scott Love
Chairman
7/30/18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman
8/15/18
Date

**Electronic Government Service Level Agreement
with
City of Franklin, 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 City of Franklin, 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 Franklin
619 15th Avenue
Franklin, NE 68939
Phone: 308-425-6295
Fax: 308-425-3304
Email: cityhall2@gtmc.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

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

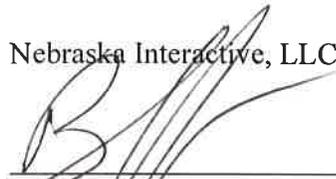
- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service 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

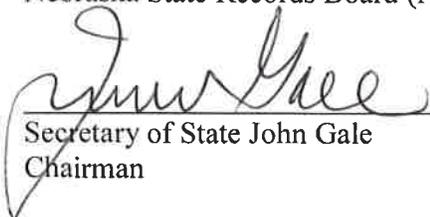
8/28/18
Date

City of Franklin, Nebraska


JD Bonham
Mayor

8/14/18
Date

Nebraska State Records Board (NSRB)


Secretary of State John Gale
Chairman

9/5/18
Date

**Electronic Government Service Level Agreement
with
Garfield 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 Garfield 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: Garfield County
250 South 8th Street
Burwell, NE 68823
Phone: 308-346-4161
Fax:
Email: clerk@garfield.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

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

**Electronic Government Service Level Agreement
with
Howard 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 Howard 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: Howard County, Nebraska
612 Indian Street
St. Paul, NE 68873
Phone: 308-754-4852
Fax:
Email: hctreasurer@howardcountyne.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

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.

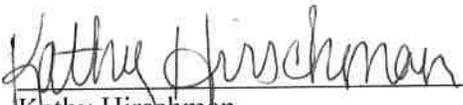
Nebraska Interactive, LLC (Manager)

Howard County, Nebraska



Brent Hoffman
General Manager

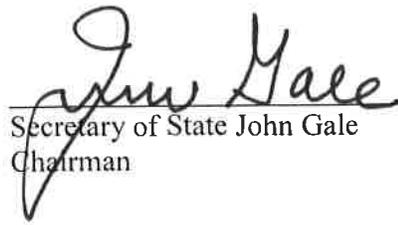
6-29-18
Date



Kathy Hirschman
Board Chairperson

6-19-18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

7/9/18
Date

**Electronic Government Service Level Agreement
with
City of Loup City, 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 Loup City, 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 Loup City
134 S. 8th Street
Loup City, NE 68853
Phone: 308-745-0222
Fax:
Email: loupcity@kdsi.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

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.

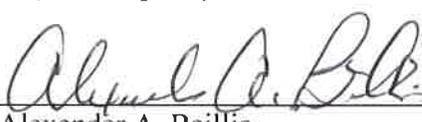
Nebraska Interactive, LLC (Manager)



Brent Hoffman
General Manager

8/16/18
Date

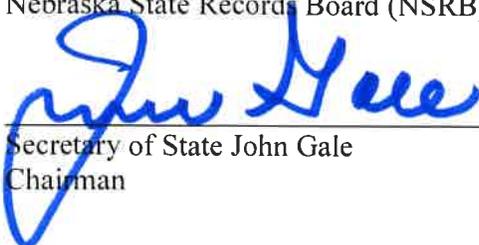
City of Loup City, Nebraska



Alexander A. Baillie
Mayor

8-14-18
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

8/24/18
Date

**Electronic Government Service Level Agreement
with
City of Lyons, 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 City of Lyons, 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 Lyons
335 Main Street/P.O. Box 598
Lyons, NE 68038-0598
Phone: 402-687-2485
Fax:
Email: cityoflyons@yahoo.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

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.

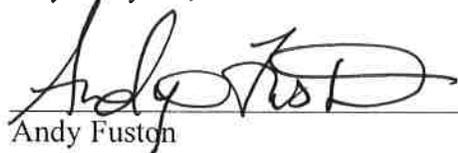
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

City of Lyons, Nebraska

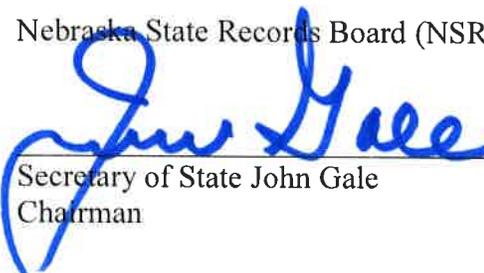

Brent Hoffman
General Manager

8/16/18
Date


Andy Fuston
Mayor

8-7-18
Date

Nebraska State Records Board (NSRB)


Secretary of State John Gale
Chairman

8/24/18
Date

**Electronic Government Service Level Agreement
with
City of Newman Grove, 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 City of Newman Grove, 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 Newman Grove, Nebraska
P.O. Box 446
Newman Grove, NE 68758
Phone: 402-447-6444
Fax:
Email: cityofng@eaglecom.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

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

**Electronic Government Service Level Agreement
with
Perkins 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 Perkins 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: Perkins County, Nebraska
200 Lincoln Avenue
Grant, NE 69140
Phone: 308-352-7570
Fax: 308-352-7572
Email: treasurer@perkins.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

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)

Perkins County, Nebraska

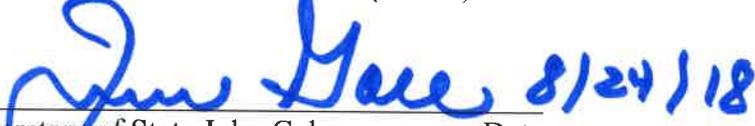


Brent Hoffman 8/14/18 Date
General Manager



Sid Colson 8-6-18 Date
Board Chairman

Nebraska State Records Board (NSRB)



Secretary of State John Gale 8/24/18 Date
Chairman

**Electronic Government Service Level Agreement
with
City of Plattsmouth, 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 City of Plattsmouth, 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 Plattsmouth, Nebraska
136 N. 5th Street
Plattsmouth, NE 68048
Phone: 402-296-2522
Fax: 402-296-3600
Email: eportis@plattsmouth.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

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.

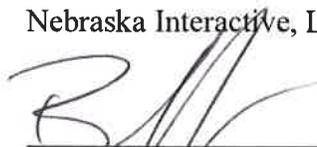
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single 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

7/12/18

Date

City of Plattsmouth, Nebraska



R. Paul Lambert
Mayor

6-18-18

Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

7/19/18

Date

**Electronic Government Service Level Agreement
with
City of Stanton, 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 City of Stanton, 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 Stanton
P.O. Box 747
Stanton, NE 68779
Phone: 402-439-2119
Fax:
Email: cityofstanton@stanton.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

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

8/16/18

Date

City of Stanton, Nebraska

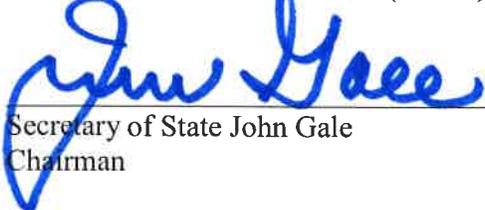


Kyle Voecks
Mayor

8-7-18

Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

8/24/18

Date

Local List
PayPort (Pin Debit) Payments Addenda

Nebraska.gov 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.gov, and use the approved template. No action necessary.

New PayPort Addenda

NSRB Chairman
Signature

Albion, City of	Addendum 1 (Revised)	09/05/2018
Atkinson, City of	Addendum 1 (Revised)	08/24/2018
Cambridge, City of	Addendum 1	07/19/2018
Cheyenne County Treasurer	Addendum 1 (Revised)	09/05/2018
Dakota County Treasurer	Addendum 1 (Revised)	08/15/2018
Fairbury, City of	Addendum 1 (Revised)	09/05/2018
Franklin, City of	Addendum 1 (Revised)	09/05/2018
Garfield County Treasurer	Addendum 1 (Revised)	09/05/2018
Howard County Treasurer	Addendum 1 (Revised)	07/09/2018
Loup City, City of	Addendum 1 (Revised)	08/24/2018
Lyons, City of	Addendum 1 (Revised)	08/24/2018
Newman Grove, City of	Addendum 1	07/09/2018
Perkins County Treasurer	Addendum 1	08/24/2018
Plattsmouth, City of	Addendum 1	07/19/2018
Stanton, City of	Addendum 1 (Revised)	08/24/2018
Waverly, City of	Addendum 1 (Revised)	08/24/2018

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:

- Albion, City of
- Atkinson, City of
- Cambridge, City of
- Cheyenne County Treasurer
- Dakota County Treasurer
- Fairbury, City of
- Franklin, City of
- Garfield County Treasurer
- Howard County Treasurer
- Loup City, City of
- Lyons, City of
- Newman Grove, City of
- Perkins County Treasurer
- Plattsmouth, City of
- Stanton, City of
- Waverly, 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.

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Albion, 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 the City of Albion, 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 Albion, 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 the City of Albion, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Albion, 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

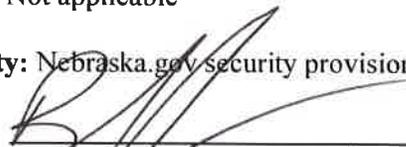
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 FD40
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/25/18

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

Date: 9/5/18

By: 
 Mayor – Jim Jarecki
 City of Albion, Nebraska

Date: 8/13/2018

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Atkinson, 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 City of Atkinson, 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. City of Atkinson, 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 the City of Atkinson, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Atkinson, 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

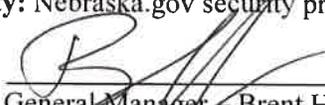
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

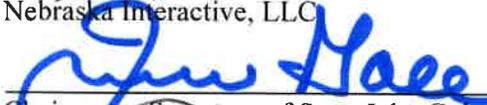
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 8/16/18

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

Date: 8/24/18

By: 
Mayor – Paul Corkle
City of Atkinson, Nebraska

Date: 8-3-18

**Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Cambridge, 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 City of Cambridge, 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. City of Cambridge, Nebraska has authority to assess and collect the fees described herein.

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

Service	City of Cambridge, 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)

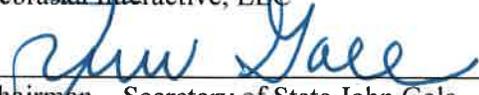
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 07/12/18

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

Date: 7/19/18

By: 
 Mayor – Mark Harpst
 City of Cambridge, Nebraska

Date: 6-18-2018

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Cheyenne 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 Cheyenne 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. Cheyenne 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 Cheyenne County Treasurer’s Office, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	Cheyenne 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

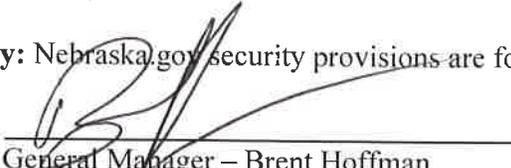
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

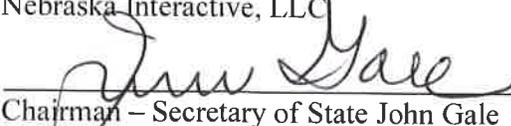
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 3 swipe devices of First Data FD40
- Partner purchases 3 swipe devices of First Data FD40
- Not applicable

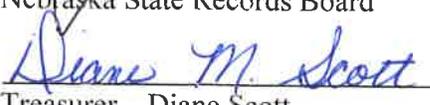
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/28/18

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

Date: 9/5/18

By: 
 Treasurer – Diane Scott
 Cheyenne County, Nebraska

Date: 8-20-18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Dakota 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 Dakota 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. Dakota 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 the Dakota County Treasurer’s Office
Revenue Type: Instant Access
Implementation: 2018

Service	Dakota 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

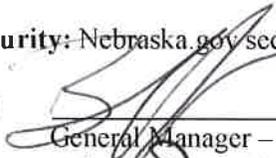
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

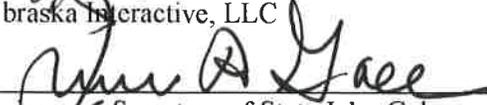
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 2 swipe devices of MagTek DynaPad
- Partner purchases 3 swipe devices of First Data FD-40
- Not applicable

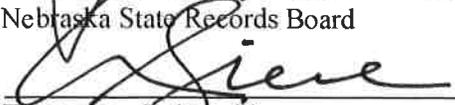
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/7/18

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

Date: 8/13/18

By: 
 Treasurer – Robert Giese
 Dakota County, Nebraska

Date: 7-30-18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Fairbury, 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 the City of Fairbury, 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 Fairbury, 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 the City of Fairbury, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Fairbury, 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

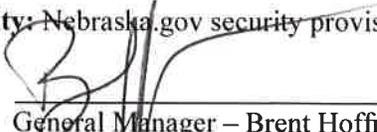
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

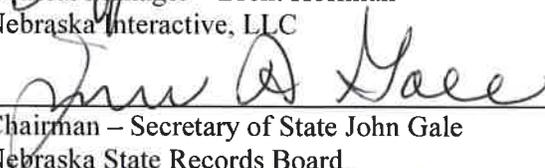
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 4 swipe devices of First Data FD40
- Not applicable

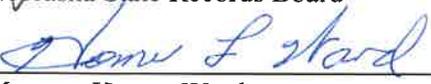
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/28/18

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

Date: 9/5/18

By: 
 Mayor – Homer Ward
 City of Fairbury, Nebraska

Date: 8/22/2018

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Franklin, 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 City of Franklin, 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. City of Franklin, 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 the City of Franklin, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Franklin, 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

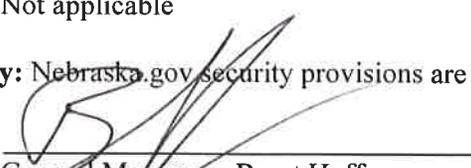
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

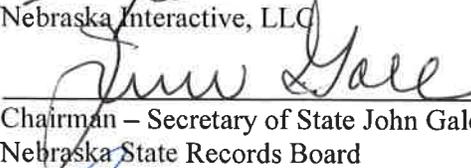
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe device of First Data FD40
- Not applicable

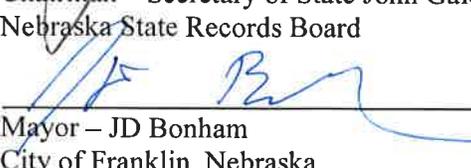
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 8/28/18

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

Date: 9/5/18

By: 
Mayor – JD Bonham
City of Franklin, Nebraska

Date: 8/14/18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Garfield 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 Garfield 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. Garfield 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 the Garfield County Treasurer’s Office

Revenue Type: Instant Access

Implementation: 2018

Service	Garfield 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

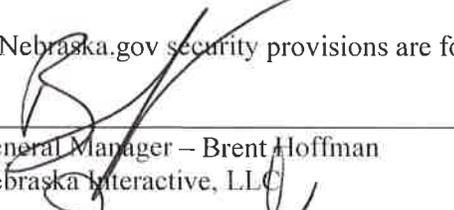
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 purchases 1 swipe device of First Data FD40
- Not applicable

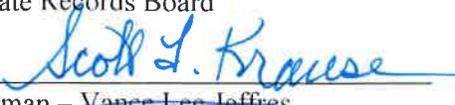
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 8 28 18

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

Date: 9/5/18

By: 
Board Chairman – ~~Vance Lee Jeffries~~
Garfield County, Nebraska Scott L. Krause

Date: 8-14-2018

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Howard 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 Howard 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. Howard 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 the Howard County Treasurer’s Office
Revenue Type: Instant Access
Implementation: 2018

Service	Howard 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

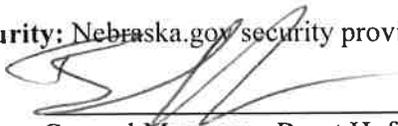
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 1 swipe devices 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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 6-26-18

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

Date: 7-19-18

By: 
 Treasurer – Jackie Synowski
 Howard County, Nebraska

Date: 6-19-18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Loup City, 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 the City of Loup City, 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 Loup City, 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 the City of Loup City, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Loup City, 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

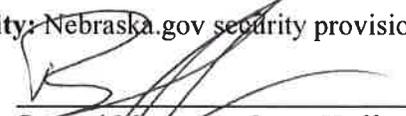
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

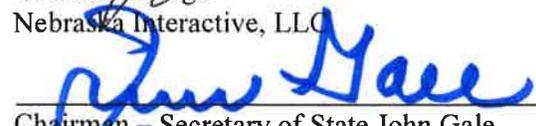
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

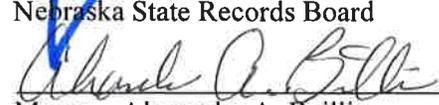
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 2 swipe devices of First Data FD40
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By:  _____ Date: 8/16/18
General Manager – Brent Hoffman
Nebraska Interactive, LLC

By:  _____ Date: 8/24/18
Chairman – Secretary of State John Gale
Nebraska State Records Board

By:  _____ Date: 8-14-18
Mayor – Alexander A. Baillie
City of Loup City, Nebraska

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Lyons, 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 City of Lyons, 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. City of Lyons, 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 the City of Lyons, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Lyons, 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

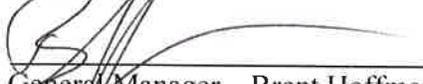
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

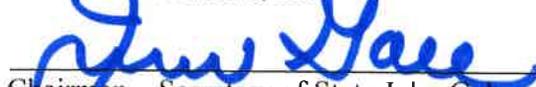
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[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 FD40
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC
 Date: 8/16/18

By: 
 Chairman – Secretary of State John Gate
 Nebraska State Records Board
 Date: 8/24/18

By: 
 Mayor – Andy Fuston
 City of Lyons, Nebraska
 Date: 8-7-18

**Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Newman Grove, 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 City of Newman Grove, 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. City of Newman Grove, Nebraska has authority to assess and collect the fees described herein.

Project: PayPort for the City of Newman Grove, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Newman Grove, 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

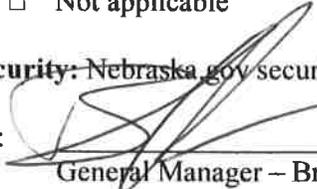
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

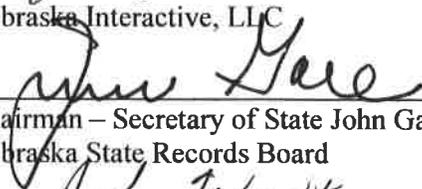
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

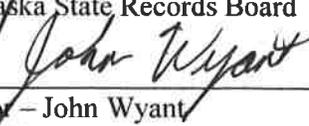
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 6/26/18

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

Date: 7/9/18

By: 
 Mayor – John Wyant
 City of Newman Grove, Nebraska

Date: 6-25-2018

**Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Perkins County, 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 Perkins 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. Perkins County, Nebraska has authority to assess and collect the fees described herein.

Project: PayPort for the Perkins County Treasurer’s Office
Revenue Type: Instant Access
Implementation: 2018

Service	Perkins 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

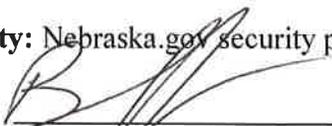
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

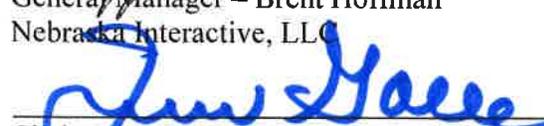
- State-Selected Processor
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

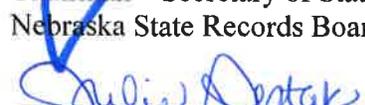
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By:  Date: 8/16/18
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

By:  Date: 8/24/18
 Chairman – Secretary of State John Gale
 Nebraska State Records Board

By:  Date: 8-6-18
 Treasurer – Julie Sestak
 Perkins County, Nebraska

**Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Plattsmouth, 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 City of Plattsmouth, 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. City of Plattsmouth, Nebraska has authority to assess and collect the fees described herein.

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

Service	City of Plattsmouth, 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

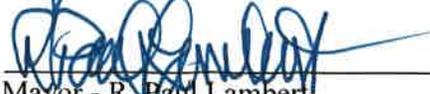
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 7/12/18

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

Date: 7/19/18

By: 
 Mayor - R. Paul Lambert
 City of Plattsmouth, Nebraska

Date: 6-18-18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Stanton, 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 City of Stanton, 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. City of Stanton, 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 the City of Stanton, Nebraska
Revenue Type: Instant Access
Implementation: 2018

Service	City of Stanton, 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

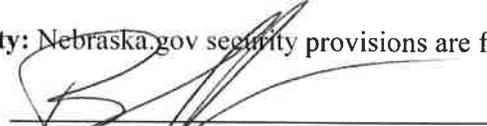
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 FD40
- Not applicable

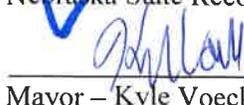
Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 8/16/18

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

Date: 8/24/18

By: 
 Mayor – Kyle Voecks
 City of Stanton, Nebraska

Date: 8-7-18

**Revised Addendum One to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
City of Waverly, 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 the City of Waverly, 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 Waverly, 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 the City of Waverly, Nebraska

Revenue Type: Instant Access

Implementation: 2018

Service	City of Waverly, 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

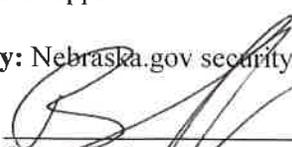
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

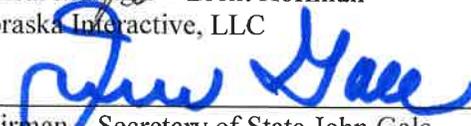
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases XX swipe devices of make/model
- Partner purchases 1 swipe devices of First Data FD40
- Not applicable

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 8/16/18

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

Date: 8/24/18

By: 
Mayor – Mike Werner
City of Waverly, Nebraska

Date: 8/13/18

Summary List Statement of Work

Nebraska.gov submits these signed Statement of Works (SOW) to the Board. The agreements are Time and Materials services provided by the Portal and use the approved template. No action is necessary.

NEW STATEMENT OF WORK

**NSRB Chairman
Signature**

Dry Bean Commission	Meadowlark Website	07/19/2018
---------------------	--------------------	------------

Public Service Commission	Meadowlark Website	06/20/2018
---------------------------	--------------------	------------

Statement of Work

200014 - 1

New Nebraska Public Service Commission Meadowlark Website

Nebraska Public Service Commission (NPSC)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 6/1/2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-04 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

1 Introduction

Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

Executive Sponsor:

General Manager, Brent Hoffman

Support Contact Information:

Email: ne-support@nicusa.com

Phone: 402-471-7810

Fax: 402-471-7817

Partner Information

Partner Description

The Nebraska Public Service Commission (Commission) is a constitutionally created executive body established under Article IV, Section 20 of the Nebraska Constitution. The Commission is comprised of five elected Commissioners serving six-year terms. The Commission was initially created by the Legislature in 1885 to regulate railroads, but was not firmly established until the passage of a constitutional amendment in 1906 creating a three member elected Railway Commission. Membership was increased to five Commissioners in 1964 and the state was divided into five districts, each to elect a commissioner. The name was changed to the Public Service Commission by a general election vote in 1972.

Today the Commission regulates telecommunications carriers, natural gas jurisdictional utilities, major oil pipelines, railroad safety, household goods movers and passenger carriers, grain warehouses and dealers, construction of manufactured and modular homes and recreational vehicles, high voltage electric transmission lines, and private water company rates. The Commission also oversees and administers several statutorily created funds with specific legislative purposes and goals including the Nebraska Universal Service Fund, the Enhanced Wireless 911 Fund, and the Nebraska Telecommunications Relay System Fund.

The Commission is active on local, state, and national levels and contributes on all levels to determine policy regarding the future of communications and universal service. Many Commissioners, past and present, have served on boards, committees, and advisory groups to recommend and give insight on policy matters to both state and federal agencies and legislative bodies.

Partner Executive Sponsor

Mike Hybl

402-471-3101

mike.hybl@nebraska.gov

Partner Project Manager Contact

Cheryl Elton

402- 471-0238

cheryl.elton@nebraska.gov

Partner Billing Contact

Cheryl Elton

402- 471-0238

cheryl.elton@nebraska.gov

2 Project Overview

2.1 Objectives

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

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be <https://psc.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
 - Custom website permissions to allow website managers varying roles
 - Built-in calendar
 - Press release feed and built-in archive
 - Easy to use WYSIWYG site editor
 - Simple file and image upload tools
 - Gallery and/or slider
 - Google Translate to translate text on website
 - Monthly Google Analytics Reports
 - Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 79 hours
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.

- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- Nebraska Interactive will not move or build any existing web applications or databases into the new Meadowlark (Drupal) website. This includes the following websites/applications:
 - <https://otc.cdc.nicusa.com/p/nebraska/Public%20Service%20Commission%20-%20Natural%20Gas/>
 - <https://otc.cdc.nicusa.com/p/nebraska/Public%20Service%20Commission%20-%20Grain%20and%20Warehouse%20and%20Dealers/>
 - <https://otc.cdc.nicusa.com/p/nebraska/Public%20Service%20Commission%20-%20Housing/>
 - <https://otc.cdc.nicusa.com/p/nebraska/Public%20Service%20Commission%20-%20Telecommunications/>
 - <https://otc.cdc.nicusa.com/p/nebraska/Public%20Service%20Commission%20-%20Transportation/>
 - http://www.nebraska.gov/psc/ICA_comm/ICA.php
 - <https://www.nebraska.gov/psc/ordersearch/admin/index.cgi>
 - <http://www.nebraska.gov/psc/ordersearch/user/index.cgi>

2.3 Terminology

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

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.
The NSRB will allow NI creative freedom to minimize time invested
- 2.4.9 See section 2.2 for full project scope.

2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff

- 2.5.3 Change(s) in project scope
Nebraska Interactive availability

2.6 Milestones

- 2.6.1 Target completion date: September 2018

3 Requirements

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

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

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

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to Manager 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 and 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. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Public Service Commission
1200 N St., Suite 300
Lincoln, NE 68508
Phone: 402-471-3101
Fax: 402-471-0254
Email: mike.hybl@nebraska.gov

Mailing Address: General Manager/Network Manager
1135 M St, Suite 220
Lincoln, NE 68508
Phone: 402-471-7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

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

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

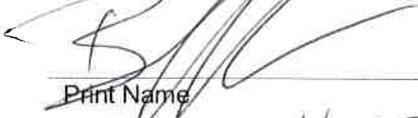
	Project Type	Hours Estimate	Rate	Cost Estimate
1	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	79 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$6,320.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,264.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i> Billed on the anniversary date of website launch.
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

6 Signatures

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

Nebraska Interactive, LLC
Authorized Party



Print Name

Brent A. Hoffman

Signature

6/7/15

Date

Nebraska State Records Board
Secretary of State John Gale, Chairman

John A. Gale

Print Name

John A. Gale June 20, 2018

Signature

Date

Nebraska Public Service Commission (NPSC)
Authorized Party

Michael G. Hase

Print Name



Signature

6-11-2015

Date

Statement of Work

1494366 - 1

New Nebraska Dry Bean Commission Meadowlark Website

Nebraska Dry Bean Commission (NDBC)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 5/22/2018

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-04 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

1 Introduction

Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

Executive Sponsor:

General Manager, Brent Hoffman

Support Contact Information:

Email: ne-support@nicusa.com

Phone: 402-471-7810

Fax: 402-471-7817

Partner Information

Partner Description

Located in Scottsbluff, Nebraska, the Nebraska Dry Bean Commission consists of nine members: four grower representatives and three processor representatives, appointed by the Governor, and two at-large grower representatives appointed by the Commission. The Commission administers the dry bean check-off, the assessment rate is 15 cents per hundredweight, two-thirds of the check-off is paid by the grower; one third of the check-off is paid by the first purchaser. The Commission invests the check-off funds in programs of research, education, and promotion to increase total consumption of dry beans on a state, national, and international basis.

Partner Executive Sponsor

Lynn Reuter

(308) 632-1258

dryediblebeans@nebraska.gov

Partner Project Manager Contact

Courtney Schuler

(308) 225-1775

cschuler@trinidadbenham.com

Partner Billing Contact

Lynn Reuter

(308) 632-1258

dryediblebeans@nebraska.gov

2 Project Overview

2.1 Objectives

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

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content in Meadowlark.
- The URL for the new website will be <https://nebraskadrybean.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
 - Custom website permissions to allow website managers varying roles
 - Built-in calendar
 - Press release feed and built-in archive
 - Easy to use WYSIWYG site editor
 - Simple file and image upload tools
 - Gallery and/or slider
 - Google Translate to translate text on website
 - Monthly Google Analytics Reports
 - Broken link report
- Nebraska Interactive will assist with content mapping. NI will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 65 hours
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.

- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.

2.3 Terminology

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

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.
The NSRB will allow NI creative freedom to minimize time invested
- 2.4.9 See section 2.2 for full project scope.

2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff

2.5.3 Change(s) in project scope
Nebraska Interactive availability

2.6 Milestones

2.6.1 Target completion date: July 2018

3 Requirements

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

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

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

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to Manager 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 and 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. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

4.2 SOW Representatives and Notices

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

Mailing address: Nebraska Dry Bean Commission
4502 Ave I, Room 202
Scottsbluff, NE 69361
Phone: 308-632-1258
Email: dryediblebeans@nebraska.gov

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

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

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

	Project Type	Hours Estimate	Rate	Cost Estimate
1	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	65 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$5,200.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,040.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i> Billed on the anniversary date of website launch.
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

6 Signatures

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

Nebraska Interactive, LLC
Authorized Party

Brent A Hoffman
Print Name

Brent A Hoffman
Signature

8/1/18
Date

Nebraska State Records Board
Secretary of State John Gale, Chairman

John Gale
Print Name

John Gale
Signature

7/19/18
Date

Nebraska Dry Bean Commission
Authorized Party

Courtney Schuler
Print Name

Courtney Schuler
Signature

7-6-18
Date

Summary List
Real Estate Tax Payments Addenda

Nebraska.gov submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are for the Real Estate Tax Payments online service provided by Nebraska.gov, and use the approved template. No action necessary.

**New Real Estate Tax
Payments Addenda**

**NSRB Chairman
Signature**

Howard County Treasurer

Addendum 2

07/09/2018

**Summary
Nebraska County Government
Blanket Addendum**

Project: Real Estate Tax Payments

This addendum covers all fees related to the collection of fees for Real Estate Tax Payments.

Current Process:

Real Estate Tax Payment is an online service that was developed and has been in use only by county government offices. Since this service was built so additional county treasurer's 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:

- Howard County Treasurer

Market Potential/Target Audience:

The market potential for this service is anyone that needs to pay fees owed to County government. Real Estate Tax 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, \$3.00 for Electronic Check and \$2.95 for PIN Debit. 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 Two to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Howard 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 Howard 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. Howard County, Nebraska has authority to assess and collect the fees described herein.

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

Service	Howard 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

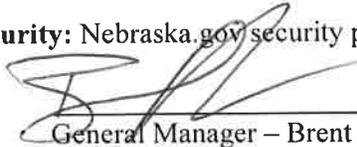
Payment Processing: Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

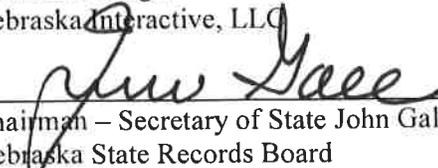
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- 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

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 6-26-18

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

Date: 7/9/18

By: 
 Treasurer – Jackie Synowski
 Howard County, Nebraska

Date: 6-19-18

Summary List

Gov2Go

Nebraska.gov submits these signed Gov2Go Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are Addendums to the EGSLAs for services provided by Portal and use the approved template. No action necessary.

New Addendum

NSRB Chairman Signature

Deaf & Hard of Hearing

Addendum 3

07/09/2018

**Addendum Three to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Commission for the Deaf and Hard of Hearing, and
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 Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Commission for the Deaf and Hard of Hearing sets forth certain terms governing two specific Electronic 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 are set forth in a separate Addendum.

The follow terms and conditions related to the Application Engine and Gov2Go Electronic Services are hereby added to the EGSLA as Paragraphs 20 and 21:

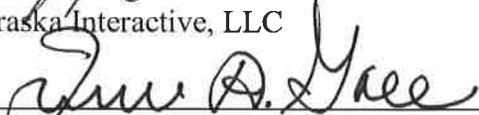
- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service 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.

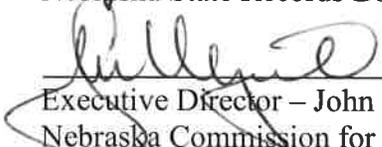
- c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner's designated systems and/or data sources to the Gov2Go 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.

Security: Nebraska.gov security provisions are found at nebraska.gov/securitypolicy.html

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

By:  _____ Date: 6/1/18
General Manager – Brent Hoffman
Nebraska Interactive, LLC

By:  _____ Date: 7/9/18
Chairman – Secretary of State John Gale
Nebraska State Records Board

By:  _____ Date: 6/26/18
Executive Director – John C. Wyvill
Nebraska Commission for the Deaf and Hard of Hearing

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

This Addendum Fourteen 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 Motor Vehicles 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 Department of Motor Vehicles has authority to assess and collect the fees described herein.

Project: SR22/SR6 for Nebraska Department of Motor Vehicles

Revenue Type: Subscriber/Instant Access

Implementation: 2018

Service	Department of Motor Vehicles Fee	Nebraska.gov Portal Fee	NSRB Share
SR22/SR26 Bulk Subscriber	Full statutory/assessed fee charged by Partner	\$0.15 per SR22/SR26 record submit and \$200 Monthly Fee	10% of Nebraska.gov Portal Fee
SR22/SR26 Single Submit Electronic Check	Full statutory/assessed fee charged by Partner	\$0.50 per SR22/SR26 record submit	10% of Nebraska.gov Portal Fee
SR22/SR26 Single Submit Credit Card	Full statutory/assessed fee charged by Partner	\$0.50 per SR22/ SR26 record submit	10% of Nebraska.gov Portal Fee
SR22/SR26 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)

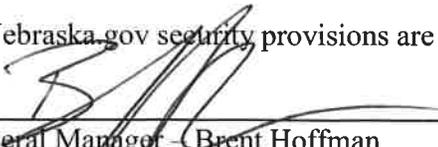
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 5/9/18

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

Date: _____

By: Rhonda K. Lahm
Director – Rhonda Lahm
Nebraska Department of Motor Vehicles

Date: 16 May 2018

Summary

Nebraska Department of Motor Vehicles

Addendum Fourteen

Project: SR22/SR26

Nebraska requires an individual to obtain and maintain certificates of financial responsibility. An individual may need a certificate of financial responsibility due to unsatisfied judgments, driving without required insurance, convictions of serious moving violations or involvement in a crash and unable to provide evidence of financial responsibility. Nebraska Certificates of Financial Responsibility are referred to as an SR-22 filing. An SR-26 is a cancellation of the SR-22. This project will allow for electronic submission of the SR22/SR26 filings to the Nebraska DMV mainframe.

Current Process:

Currently, electronic SR filings are done via an overnight batch process provided by AAMVA. Per AAMVA website only 7 states including Nebraska use the AAMVA process, and AAMVA is used by approximately 102 insurance companies.

AAMVA charges the Department of Motor Vehicles and insurance companies:

- Initial set-up fee: \$180.00
- Monthly Service/license fee: \$241.66
- Variable per message fee: up to \$0.29 per message with an additional character fee per 1,000 characters between \$0.034 and \$0.068.

The Nebraska DMV also receives approximately 25,000 paper filings from the insurance industry per year. These paper filings are time consuming for the DMV to process, and they also cause significant delays with mail times and manual entry which makes drivers wait long periods for their filings to be documented.

Project Overview/Proposal:

Create a standardized web service based on the specifications from the Insurance Industry Committee on Motor Vehicle Administration (IICMVA) to allow approved insurance companies to submit insured information for SR22/SR26 Financial Responsibility Filings. IICMVA has set a standardized web service process that Nebraska Interactive will use to provide a consistent technology solution that can be used in every state, which reduces technical costs for the insurance companies and increases our adoption potential for the service.

Insurance companies can sign up for a Bulk Web Service process or utilize a single submit submission process through an application interface. The utilization of the web service calls will allow real-time notifications for success and failure of submitted data, and allows updates for the filings directly to the Nebraska DMV mainframe. This will provide a better customer experience for Nebraska drivers who are waiting for this information to be provided by their insurance company for their license to be reinstated.

The goal of this service is to reduce the number of paper filings received for the SR22/26 process and to provide a real-time notifications and mainframe updates to the Insurance Companies. The DMV will have reduced processing times for SR22/26 if more insurance companies use the electronic process. Currently the time to manually process an SR22 or SR26 is 2-3 minutes per filing. If we can decrease the paper filings by 30% in the first year this will save the DMV 14,980 minutes of processing time.

Market Potential/Target Audience

Insurance companies who need to file an SR22/SR26 for a Nebraska driver.

Approximate Nebraska Yearly Filings

Filing	AAMVA Batch Electronic	Paper	Totals
SR-22	48,990	10,379	59,369
SR-26	34,813	14,589	49,402
Totals	83,803	24,968	108,771

Fees for Bulk Processing:

- \$0.15 per SR22/SR26 submission
- \$200 monthly fee

Fees for Single Submit Processing:

- \$0.50 per SR22/26 submission

Information on what the fee presented is based upon:

Nebraska Interactive and the Department of Motor Vehicles constructed a lower fee structure based upon what AMVAA currently charges customers today, eliminating any fees to the DMV, while improving the process to provide real-time responses, allowing customers to fulfill immediate needs.

Many Insurance companies are hesitant to do the AMVAA program because of the high cost of the fees, and some smaller insurance companies may not have the technical resources or volume to justify the bulk process. Offering both the bulk and single submit options should allow the smaller companies to do an electronic process, which will reduce paper submissions to the DMV.

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

The total estimated market potential was provided by the Nebraska Department of Motor Vehicles. We based the volume, on the number of users we felt would move from AMVAA to the Nebraska Interactive Process, and those companies that would adopt the single submit process. Currently 102 companies use the AMVAA process with the DMV. We assume that 50% of the companies will migrate to the new process the first year.

Bulk SR22/26

SR-22/SR-26	YR 1	YR 2	2 YR Gross Totals	2 YR Gross - Project Cost	2 YR NSRB Share	2 YR Gross Revenue
Project Hours	150		150			
Ongoing Project Work & Maintenance		30	30			
Total Project Cost	\$18,750	\$3,750	\$22,500			
Est. Market Potential	83,803	83,803	167,606			
Adoption %	50%	60%				
Adoption #	41,902	50,282	92,183			
Revenue @ \$0.15	\$6,285	\$7,542	\$13,827	-\$8,673	\$1,383	-\$10,055
Revenue for Monthly Fee @ \$200	\$122,400	\$146,880	\$269,280	\$246,780	\$26,928	\$219,852
Estimated Revenue Totals	\$128,685	\$154,422	\$283,107	\$238,107	\$28,311	\$209,797

Single Submit SR22/SR26

SR Single Submit	YR 1	YR 2	2 YR Gross Totals	2 YR Gross - Project Cost	2 YR NSRB Share	2 YR Gross Revenue
Project Hours	75		75			
Ongoing Project Work & Enhancements		15	15			
Total Project Cost	\$9,375	\$1,875	\$11,250			
Est. Market Potential	24,968	24,968	49,936			
Adoption %	30%	40%				
Adoption #	7,490	9,987	17,478			
Revenue @ \$.50	3,745	4,994	8,739	-\$2,511	\$874	-\$3,709

Expected rate of return (in what time period):

Noting that adoption of a new service is gradual from year to year, to estimate a rate of return, Nebraska.gov made the following assumptions:

- 50% of electronic filings will come from the new interactive bulk web service in the first year within the project launch, and is based on the interest/ demand from the insurance company.
- Each year we will gain 10% more of the electronic filings market.
- 30% of the paper filings will move to electronic with the new electronic interactive single submit process.
- Each year we will gain 10% more of the electronic filings market.

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

Nebraska Interactive assumes all the upfront costs and investments associated with this project. The revenues from this application will be capitol used for the extensive backend work needed for the vehicle title registration system update. This comprehensive modernization of the DMV backend will impact approximately 12 applications, and require significant resources by Nebraska Interactive.

NI's risk (in providing this service):

There is no guarantee that insurance companies will use the service without a state mandate, and there is no guaranteed rate of return. Lack of use or adoption by the Insurance industry Nebraska Interactive would not recover all the costs related to hosting, hardware, licensing, security etc. This project involves project management, development, testing and ongoing customer support that is not charged to the partner and relies solely on adoption and revenue of this service.

Contract for Services Request for Proposal 2018-1

Whereas, The parties, The Nebraska Real Estate Commission, 301 Centennial Mall South, Lincoln, NE 68509-4667 (“Commission”) and iGov Solutions, LLC, (“iGov Solutions”) 1307 S. International; Parkway, Suite 2061 Lake Mary, FL 32804 desire to enter into a contract for real estate licensee software database development and implementation; and,

Whereas, An evaluation committee appointed by the Commission has reviewed iGov Solutions’s response and offer of services pursuant to Request for Proposal 2018-1 (“RFP”), released by the Commission on or about May 8, 2018, has found iGov Solutions to be a competent vendor with the highest points in the evaluation process and the response to be in compliance with all mandatory requirements; and,

Whereas, The Commission has reviewed the evaluation committee’s report and authorized the Director of the Commission to enter into a contract for licensee database development services with iGov Solutions pursuant to the RFP;

Therefore, the parties hereby agree to enter into a contract for real estate license examination administration services under the following terms and conditions:

1. The terms and conditions as contained in the RFP and any addenda thereto and iGov Solutions’ response to the RFP except as provided below shall be in full force and effect and controlling for purposes of this contract, and those documents are hereby incorporated by reference into this agreement.
2. iGov Solutions response regarding payment schedule is amended to read as follows on the attached addendum to this agreement and agreed to by all parties as amended.
3. iGov Solutions cost sheet is amended under the heading “First Year Annual Maintenance and Support to read \$72,000 per year or \$6,000 per month.
4. The first six months after final system acceptance as provided in Section V. H. of the RFP iGov Solutions shall provide upgrades and enhancements within the scope of the RFP to the system at no cost to the Commission.
5. An Online payments interface shall be created and operated by iGov Solutions as provided in the RFP, all online payments shall be processed through the state’s credit card payment services, US Bank, Elavon, or any successor processor selected by the state. iGov Solutions shall be responsible for all processing costs associated with such online payments

and may collect an online processing fee of 4% of the transaction total as provided in iGov Solutions' response to the RFP for each transaction so processed to offset such costs.

6. iGov Solutions shall provide any and all documentation related to collection of the 4% transaction fee referenced in #5, above, required by the Nebraska State Treasurer, Nebraska Department of Administrative Services or the state's credit card service providers and also may be subject to audit related to collection of such fees upon request of the Commission.

7. This contract is in full force and effect upon execution by both parties.

Signatures:

Nebraska Real Estate Commission

By: _____

Title: _____

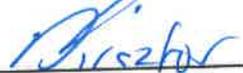
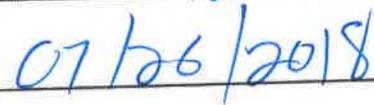
Date: _____

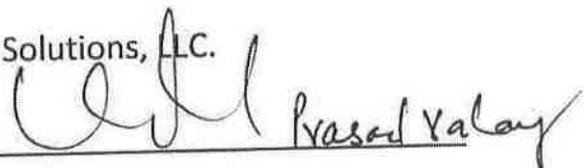
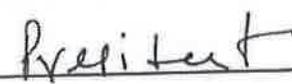
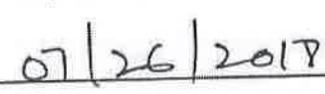
iGov Solutions, LLC.

By: _____

Title: _____

Date: _____

Cost Proposal Payment Schedule-Deliverables:

Scope of Work

#	Task/Deliverable Name	Amount	Description	Cross Reference to RFP Deliverables List
1	Project Plan	\$0.00	Upon Contract execution, detailed project plan will be presented with Major Milestones and its due dates	Project Plan
2	Install Base iLEMS™ Office & iLEMS™ Online	\$0	Install Base iLEMS™ Office & iLEMS™ Online in Test Environment	Database Software Hosting
3	Initial Data Migration into iLEMS™ Office	\$72,500	Data Migration to help uncover gaps	Legacy Database Conversion
4	iLEMS™ Office Core Module Gap Analysis	\$0	Document the workflow changes if any	Licensed Software Documentation
5	iLEMS™ Office Customization	\$0	Address workflow issue(s)	Database Software Development
6	iLEMS™ Office Training	\$14,500	Training Core Staff	Commission Staff Training
7	iLEMS™ Office Testing	\$29,000	User Acceptance Testing	Database Software Testing
8	iLEMS™ Office Production Setup	\$29,000	Go-Live Setup	Database Software Implementation
9	Go-Live/System Acceptance of iLEMS™ Office Starts (60 Days)	\$69,000		System Availability Testing
10	Go-Live/System Acceptance of iLEMS Office Completed	\$76,000		
	Total iLEMS™ Office	\$290,000		
11	iLEMS™ Online Core Gap Analysis	\$0	Document Workflow changes of Online Applications	Licensed Software Documentation
12	iLEMS™ Online Customization	\$0		Database Software Development
13	iLEMS™ Online Testing	\$44,000		Database Software Testing
14	iLEMS™ Online Production Setup	\$44,000		Database Software Implementation
15	Go-Live/System Acceptance of iLEMS™ Online Starts (60 Days)	\$62,000		System Availability Testing
16	Go-Live/System Acceptance of iLEMS Online Completed	\$70,000		
	Total iLEMS™ Online	\$220,000		

Total Cost (iLEMS™ Office and iLEMS™ Online)\$510,000



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA REAL ESTATE COMMISSION
Greg Lemon

Director

301 Centennial Mall South

P.O. Box 94667

Lincoln, Nebraska 68509-4667

Phone: (402) 471-2004

Fax: (402) 471-4492

E-Mail: RealEstate.Commission@nebraska.gov

Website: www.nrec.ne.gov

August 1, 2018

John Gale, Chairman
Nebraska State Records Board
440 So. 8th St., Suite 210
Lincoln, NE 68508-2294

Dear Chairman Gale,

Attached please find the Nebraska Real Estate Commission's application for electronic access to records fee pursuant to Neb. Rev. Stat. §84-1205.03. The Nebraska Real Estate Commission has recently entered into a contract for database development and hosting services with iGov Solutions, LLC, from Lake Mary, Florida. Their proposal includes providing online services integrated with the database with a percentage fee retained by the vendor associated with payments for those services.

Details of the contract and other information as required by §84-1205.03 are attached. **The Commission is requesting a hearing on this matter at the September meeting of the State Records Board.** Please let me know if you need anything further regarding this request.

Sincerely,

Greg Lemon, Director
Nebraska Real Estate Commission

REAL ESTATE COMMISSION MEMBERS

Herb Freeman

Broker Member, Omaha

John A. Gale

Secretary of State, Chairperson

Andy Alloway

Broker Member, Omaha

Ann Dover

Salesperson Member, Norfolk

Jim R. Titus

Public Member, Lincoln

Sheri Bourne

Broker Member, North Platte

Darlene Starman

Broker Member, Lincoln

A MEMBER OF THE ASSOCIATION OF REAL ESTATE LICENSE LAW OFFICIALS

An Equal Opportunity Employer

Application for Fee Approval for Online Access to Record Nebraska Real Estate Commission

Statutory Reference:

“84-1205.03.

State agency; electronic access to public records; approval required; when; one-time fee; report; when required; fees.

(1) Any state agency other than the courts or the Legislature desiring to enter into an agreement with a private vendor or the network manager to provide electronic access to public records or electronic information and services for a fee shall make a written request for approval of such fee to the board. The request shall include (a) a copy of the contract under consideration if the electronic access is to be provided through a contractual arrangement, (b) the public records or electronic information and services which are the subject of the contract or proposed fee, (c) the anticipated or actual timeline for implementation, and (d) any security provisions for the protection of confidential or sensitive records. The board shall take action on such fee request in accordance with section 84-1205.02 and after a public hearing held at its next regularly scheduled meeting that is at least thirty days after receipt of the request. The board may request a presentation or such other information as it deems necessary from the requesting state agency.”

Summary:

The Nebraska Real Estate Commission (“Commission”) has entered into a database development, hosting and support contract with iGov Solutions out of Lake Mary Florida for the development, maintenance and hosting of the Commission’s data and online services in one integrated service. The Commission is seeking approval of a 4% convenience or electronic access fee to be applied to online payments for Nebraska Real Estate Commission services accessed and paid for online. The access fee would be paid to the vendor to provide for payment of any credit card or financial processing fees, as well as to provide support for the maintenance, development and hosting of online services.

Information as required by §84-1205.03:

1. A copy of the contract under consideration:

The Commission RFP, iGov Solutions response, and contract execution and addendum are attached to this application.

2. The public records or electronic information services which are the subject of the contract or proposed fee:

A. Real Estate Licensing Fees:

License Application Fee - Salespersons & Brokers	\$135.00
License Examination Fee - Salespersons & Brokers - per exam	\$150.00
Examination Retake Fee - Salespersons & Brokers - within one year of application	\$150.00

Re-instatement Fee	\$150.00
Broker Original License Fee	\$100.00
Salesperson Original License Fee	\$80.00
Certificate of Licensure	\$25.00
Broker Renewal Fee - 2 Year	\$200.00
Salesperson Renewal Fee - 2 Year	\$60.00
Late Renewal Penalty Fee - Salespersons & Brokers (per month, or portion thereof, from December thru June)	\$25.00
Branch Original License Fee	\$ 50.00
Branch Renewal Fee	\$ 50.00
Transfer Fee - Salespersons & Brokers	\$ 25.00
Printed Labels - paid in advance	\$ 50.00
Printed Rosters - paid in advance	\$15.00
Labels/Rosters on a Diskette - paid in advance	\$15.00
Labels/Rosters E-mailed - paid in advance	\$10.00
Professional Corporation Certification Fee (Original Application & Annual Renewal)	\$ 25.00
Limited Liability Company Certification Fee (Original Application & Annual Renewal)	\$ 25.00

B. Other Fees

TIME SHARE - Original Application

Filing Fee	\$200.00
For each 25 intervals, or portion thereof	\$5.00

TIME SHARE - Annual Renewals (fee not to exceed \$1,500.00)

Filing Fee	\$50.00
For each 25 intervals, or portion thereof	\$ 5.00

**RETIREMENT SUBDIVISIONS & COMMUNITIES -
Original Application**

Original Application Filing Fee	\$200.00
Annual Renewals	\$200.00

MEMBERSHIP CAMPGROUND - Original Application

Filing Fee	\$300.00
Salesperson Registration Fee	\$ 50.00

MEMBERSHIP CAMPGROUND - Annual Renewals

Filing Fee	\$ 300.00
Salesperson Registration Fee	\$ 50.00

SUBDIVIDED LAND - Original Application

Filing Fee	\$100.00
For each 100 lots, or portion thereof	\$ 25.00

SUBDIVIDED LAND - Annual Renewals

Filing Fee	\$50.00
For each 100 lots, or portion thereof	\$ 10.00
Returned Check Processing Fee	\$30.00

3. The anticipated or actual timeline for implementation: The project schedule calls for a one year to go live, we expect to begin development in August of 2018 and go live with the new system and service in August of 2019.

4. Any provisions for the protection of sensitive or confidential records:

The proposed contract requires the vendor to create a PCI compliant payment portal to access the state's Elavon payment processor. The vendor is also required to meet all NITC standards. Licensee data will be hosted on the Microsoft Azure Cloud.

Please see attached security requirements and provisions from RFP and response which have been separately identified and attached. Please note, certain aspects of the proposal are modified by the final contract which require the vendor to use the state's credit card payment processor, they will still create the online services and interface.

5. Additional Information:

- a. Persons Affected by the Electronic Access Fee:** The vast majority of these fees are Nebraska real estate licensees, with a small percentage of the fees being paid by those associated with the industry, such as continuing education providers requesting licensee lists, as well the other categories listed in the "Other Fees" section above, membership campgrounds, time shares, etc.
- b. Activity Levels:** Last year the Commission took in \$892,000 in revenue from online services and \$1,353,674 in total revenue in Fiscal Year 2017-18. The anticipated revenue under the new system would remain at the same level or increase slightly as services are added and improved.

6. Benefits Under the New Proposal

The Commission will benefit from one vendor handling both the database and online functions. The new system will also allow us to change online forms through self- service administrative functions. In addition, new services will be added such as online licensee transfers from broker to broker, and enhancement of current functions such as online license applications which currently only provide us with screen data that we must review and manually enter into the database.

7. Explanation of Attachments

Attached please find the Nebraska Real Estate Commission Request for Proposal, the iGov Solutions response, and the final contract for services, which both incorporates the RFP and Response into the contract by reference and modifies and clarifies as the documents relate to access fees and access fee processing. Because of the length of the documents, I have also attached a summary document where most of the provisions relating to security and payment of fees and fee processing are located for your ease of review



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA REAL ESTATE COMMISSION
Greg Lemon

Director
301 Centennial Mall South
P.O. Box 94667
Lincoln, Nebraska 68509-4667
Phone: (402) 471-2004
Fax: (402) 471-4492
E-Mail: RealEstate.Commission@nebraska.gov
Website: www.nrec.ne.gov

August 13, 2018

RE: Nebraska Real Estate Request for Hearing on Electronic Access Fees-Supplementary Materials

John Gale, Chairman
Nebraska State Records Board
440 So. 8th St., Suite 210
Lincoln, NE 68508-2294

Dear Chairman Gale,

Attached please find the Nebraska Real Estate Commission's supplementary materials regarding statutory references and fees collected for services in the last fiscal year. These numbers are for all services, whether provided on line or otherwise. As was noted in the original request, the vast majority of the renewal fees, our largest source of revenue, come through on line filings and would continue to do so under the new system, other services are available on line, but are not highly automated at this time and not that widely utilized, we would expect some rise in utilization of the online services after we implement the new system.

Sincerely,


n, Directo
: eal
Estate Commission

REAL ESTATE COMMISSION MEMBERS

Herb Freeman
Broker Member, Omaha

John A. Gale
Secretary of State, Chairperson

Andy Alloway
Broker Member, Omaha

Ann Dover
Salesperson Member, Norfolk

Jim R. Titus
Public Member, Lincoln

Sheri Bourne
Broker Member, North Platte

Darlene Starman
Broker Member, Lincoln

Nebraska Real Estate Commission Fee Schedule

Type of Service	Fee	Statute	Number for FY17/18
License Application Fee - Salespersons & Brokers	\$135.00	81-885.14	1119
License Examination Fee - Salespersons & Brokers - per exam	\$150.00	81-885.14	*1644
Examination Retake Fee - Salespersons & Brokers - within one year of application	\$150.00	81-885.14	*
Re-instatement Fee	\$150.00	81-885.14	*
Broker Original License Fee	\$100.00	81-885.14	94
Salesperson Original License Fee	\$80.00	81-885.14	656
Certificate of Licensure	\$25.00		191
Broker Renewal Fee - 2 Year	\$200.00	81-885.14	1367
Salesperson Renewal Fee - 2 Year	\$160.00	81-885.14	2624
Late Renewal Penalty Fee - Salespersons & Brokers (per month, or portion thereof, from December thru June)	\$25.00	81.885.14	771
Branch Original License Fee	\$50.00	81-885.19	39
Branch Renewal Fee	\$50.00	81-885.19	144
Transfer Fee - Salespersons & Brokers	\$25.00	81-885.20	1271
Printed Labels - paid in advance	\$50.00	81-885.07(7)	0
Printed Rosters - paid in advance	\$15.00	81-885.07(7)	0
Labels/Rosters on a Diskette - paid in advance	\$15.00	81-885.07(7)	0
Labels/Rosters E-mailed - paid in advance	\$10.00	81-885.07(7)	26
Special Reports - paid in advance	\$25.00	81-885.07(7)	12
Photocopying, per page	\$.10	81-885.07(7)	0
Professional Corporation Certification Fee (Original Application & Annual Renewal)	\$25.00	21-2216(2)	567
Limited Liability Company Certification Fee (Original Application & Annual Renewal)	\$25.00	21-186(1)(a)	672
Returned Check Processing Fee	\$30.00	81-885.07(7)	7
TIME SHARE - Original Application			
Filing Fee	\$200.00	76-1734(2)	8
For each 25 intervals, or portion thereof	\$5.00	76-1734(2)	8**
TIME SHARE - Annual Renewals (fee not to exceed \$1,500.00)			

Type of Service	Fee	Statute	Number for FY17/18
Filing Fee	\$50.00	76-1734(2)	25
For each 25 intervals, or portion thereof	\$ 5.00	76-1734(2)	25**
RETIREMENT SUBDIVISIONS & COMMUNITIES - Original Application			
Original Application Filing Fee	\$200.00	76-1306(2)	0
Annual Renewals	\$200.00	76-1306(2)	14
MEMBERSHIP CAMPGROUND - Original Application			
Filing Fee	\$300.00	76-2109	1
Salesperson Registration Fee	\$ 50.00	76-2109	0
MEMBERSHIP CAMPGROUND - Annual Renewals			
Filing Fee	\$ 300.00	76-2109	3
Salesperson Registration Fee	\$ 50.00	76-2109	7
SUBDIVIDED LAND - Original Application			
Filing Fee	\$100.00	81-885.34	3
For each 100 lots, or portion thereof	\$ 25.00	81-885.34	3**
SUBDIVIDED LAND - Annual Renewals			
Filing Fee	\$50.00	81-885.36	2
For each 100 lots, or portion thereof	\$ 10.00	81-885.36	2**

*All examination fees are deposited under the same accounting codes.

**calculated with filing fee

NSRB - CASH FUND BALANCE
State Records Board - Revenues & Expenditures & Transfers
April 1, 2018 though June 30, 2018
 With comparative figures for April 1, 2017 through June 30, 2017
FY 17-18

	<u>Apr, 2018</u>	<u>Prior Year Apr, 2017</u>	<u>May, 2018</u>	<u>Prior Year May, 2017</u>	<u>Jun, 2018</u>	<u>Prior Year Jun, 2017</u>	<u>Year to Date FY 17-18</u>	<u>Year to Date FY 16-17</u>
Revenues:								
Sale of Subscriber Services	\$766,646.95	\$749,020.70	\$711,204.91	\$ 665,254.06	\$745,196.49	\$687,741.87	\$8,178,668.94	\$8,082,413.39
General Business Fees	\$36.00	\$97.00	\$30.00	\$ 38.00	\$42.00	\$55.00	\$606.50	\$742.86
Driver Records	\$388.00	\$345.00	\$443.00	\$ 436.00	\$312.00	\$299.00	\$5,252.00	\$5,489.00
Investment Income	\$2,024.44	\$2,262.64	\$1,991.95	\$ 1,847.37	\$2,199.78	\$1,863.21	\$21,405.47	\$24,814.29
Total	\$769,095.39	751725.34	\$713,669.86	667575.43	\$747,750.27	689959.08	\$8,205,932.91	\$8,113,459.54
Expenditures & Transfers:								
State Agency Transfers	\$463,825.04	\$453,800.33	\$436,151.40	\$401,085.80	\$469,891.57	\$417,365.92	\$4,965,284.46	\$4,892,280.93
NIC	\$251,313.39	\$247,700.64	\$229,721.82	\$224,317.45	\$231,029.92	\$232,191.65	\$2,714,820.91	\$2,733,401.53
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$9,293.94	\$9,063.07	\$9,293.93	\$9,063.04	\$9,293.94	\$9,063.26	\$111,918.90	\$113,778.26
Misc. Expense	\$690.20	\$872.99	\$708.39	\$754.65	\$600.99	\$582.35	\$8,189.49	\$13,734.30
Total	\$725,122.57	\$711,437.03	\$675,875.54	\$635,220.94	\$710,816.42	\$659,203.18	\$7,800,213.76	\$7,753,195.02
Profit (Loss)	\$43,972.82	\$40,288.31	\$37,794.32	\$32,354.49	\$36,933.85	\$30,755.90	\$405,719.15	\$360,264.52
Transfer Out LB 327	(\$40,000.00)						(\$570,000.00)	\$0.00
Fund Balance:	\$1,024,864.48	\$1,200,763.11	\$1,062,658.80	\$1,233,117.60	\$1,099,592.65	\$1,263,873.50	\$1,099,592.65	\$1,263,873.50
Fund Balance-ECM	\$36.31	\$5,199.13	\$6.31	\$5,177.16	\$0.00	\$5,150.02	\$0.00	\$5,150.02
Fund Balance-Local Agency	\$517.44	\$506.68	\$518.38	\$507.56	\$519.35	\$508.43	\$519.35	\$508.43
Records Management Cash Fund Balance	\$1,025,418.23	\$1,206,468.92	\$1,063,183.49	\$1,238,802.32	\$1,100,112.00	\$1,269,531.95	\$1,100,112.00	\$1,269,531.95

Statement of Work

200079 - 1

New Department of Administrative Services LINK Website

Department of Administrative Services (DAS)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 9/6/2018

This Statement of Work (“SOW”) is issued pursuant to the State of Nebraska Contract 69584-04 between the Nebraska State Records Board (“NSRB”) and Nebraska Interactive, LLC (“the Master Contract”) and is subordinate to and subject to all terms and conditions therein.

1 Introduction

Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

Executive Sponsor:

General Manager, Brent Hoffman

Support Contact Information:

Email: ne-support@nicusa.com

Phone: 402-471-7810

Fax: 402-471-7817

Partner Information

Partner Description

The Department of Administrative Services was established by State Statute 81-101 and has the responsibility to provide centralized support services to State agencies, boards, and commissions. These functions are spearheaded by the agency director through 13 separate divisions.

The current website, <http://link.nebraska.gov/> serves as an hub for all internal employees. Under this agreement, Nebraska Interactive will update the current website and include an updated design and make the website mobile responsive.

Partner Executive Sponsor

Byron Diamond

402-471-2331

byron.diamond@nebraska.gov

Partner Project Manager Contact

Stacy Dvorak

402-471-4112

stacey.dvorak@nebraska.gov

Partner Billing Contact

Patty Steiner

402-471-3567

patty.steiner@nebraska.gov

2 Project Overview

2.1 Objectives

Nebraska Interactive will build a fully responsive, 508 compliant, redesigned 1 page website for the Partner. The new website will be built using Dreamweaver software that will be hosted by the CIO.

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive will migrate agreed upon Partner content to new website.
- The URL for the new website will be <https://fuzion.nebraska.gov>
- Nebraska Interactive will provide a fully responsive solution.
- Nebraska Interactive will provide the Partner with two homepage desktop mockups of the new website.
- The Partner will choose a mockup (allowing for time for Nebraska Interactive to make revisions).
- Nebraska Interactive will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, Nebraska Interactive will begin design and migration of the Partner content.
- Nebraska Interactive will implement Search Engine Optimization (SEO) on the pages that Nebraska Interactive builds on the new site.
- The Partner will provide Nebraska Interactive with the content for the website.
- Total anticipated hours Nebraska Interactive will spend on the project: 40 hours.
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- Nebraska Interactive will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.

2.2.2 Exclusions

- Nebraska Interactive will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.
- Nebraska Interactive will not move or build any existing web application or databases into the new website. This includes the following applications and websites
 - http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php
 - <https://www.nebraska.gov/das/budgetportal/index.html>
 - <http://www.nebraska.gov/das/materiel/purchasing/bidsearch.htm>
 - <http://das.nebraska.gov/>

2.3 Terminology

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

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.
The NSRB will allow NI creative freedom to minimize time invested
- 2.4.9 See section 2.2 for full project scope.

2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff

- 2.5.3** Change(s) in project scope
Nebraska Interactive availability

2.6 Milestones

- 2.6.1** Week 1 (3 days): Nebraska Interactive creates 2 mock-ups of LINK website
- 2.6.2** Week 1-2 (3 days): DAS reviews and provides feed-back for any revisions or approval
- 2.6.3** Week 2 (2 days): If needed, NI will work on revisions then turn over to DAS for review/approval
- 2.6.4** Week 3 (5 days): NI develops/codes website and sets meeting for final review
- 2.6.5** Week 4 (4 days): Quality Assurance testing and Partner testing
- 2.6.6** Target completion date: September 28, 2018

3 Requirements

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

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

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

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to Manager 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 and 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. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

4.2 SOW Representatives and Notices

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

Mailing address: Byron Diamond, Director – Nebraska Department of Administrative Services
1526 K Street
Lincoln, NE 68508
Phone: 402-471-2331
Email: byron.diamond@nebraska.gov

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

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

4.3 Termination of SOW

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

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

4.4 Term of SOW

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

4.5 Relationship of Parties

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

4.6 Changes, Modifications or Amendments

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

4.7 Entire Agreement

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

4.8 Governing Law

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

4.9 Severability

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

4.10 Order of Precedence

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

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

5 Invoicing and Payment

	Project Type	Hours Estimate	Rate	Cost Estimate
1	Milestone 1: Week 1 (2-3 Days) Nebraska Interactive creates 2 mock-ups of LINK website	15	\$80.00 <i>Creative Initial Contract Period</i>	\$1,200.00 <i>One-time fee</i>
2	Milestone 2: Week 1-2 (3 Days) DAS reviews and provides feedback for any revisions or approval	1.5	\$80.00 <i>Creative Initial Contract Period</i>	\$120.00 <i>One-time fee</i>
3	Milestone 3: Week 2 (2 Days) If needed, NI will work on revisions then turn over to DAS for review/approval	1	\$80.00 <i>Creative Initial Contract Period</i>	\$80.00 <i>One-time fee</i>
4	Milestone 4: Week 3 (5 days) NI develops/codes website and sets meeting for final review	20	\$80.00 <i>Creative Initial Contract Period</i>	\$1,600.00 <i>One-time fee</i>
5	Milestone 5: Week 4 (4 days) DAS reviews and provides feedback for any revisions or approval	2.5	\$80.00 <i>Creative Initial Contract Period</i>	\$200.00 <i>One-time fee</i>
6	Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

6 Signatures

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

Nebraska Interactive, LLC
Authorized Party

.....
Print Name

.....
Signature Date

Nebraska State Records Board
Secretary of State John Gale, Chairman

.....
Print Name

.....
Signature Date

Nebraska Department of Administrative Services
Authorized Party

.....
Print Name

.....
Signature Date



Mr. Chase

Nebraska Interactive has completed our findings regarding a loss of functionality from 8:00 am June 24th to 8:00 am June 25th. This loss of functionality occurred when software patches were applied to the financial servers within the NIC protected financial tier during a scheduled maintenance window. Once this maintenance was completed by NIC, a database instance failed to restart causing Monetra connections to time out. These connections would not release the processor threads after the time out occurred, resulting in failed credit card transactions for the State only. Monetra is a third-party software specific to only a couple of NIC states including Nebraska, and required to exchange payment information with Elavon, the State's credit card merchant processor.

The loss of functionality was reported by Nebraska Interactive staff at approximately 7:30 AM on Monday morning, June 25th. Functionality was promptly restored when the database Instance was restarted and the Monetra software was able to transact successfully.

The server should have been monitored. Nebraska Interactive was not aware monitoring was not properly functioning, as this server and database is in the NIC protected financial tier and is not accessible to Nebraska Interactive. NIC has remedied the monitoring of the servers and processes. Nebraska Interactive tested this monitoring during our maintenance window on Sunday, July 22nd, validated the monitoring and properly received notifications.

This loss of functionality only impacted State online services that processed credit cards beginning June 24th 8:00 AM Sunday until 8:00 am Monday morning June 25th. The loss of functionality did not impact services for State and County Electronic check services. Additionally, it did not impact Credit Card processing for County and local services, including but not limited to Motor vehicle renewals and Court e-payments. County and local services do not require the Monetra software to transact. Since there was not an outage we can reasonably determine the impact to services;

Occurrence	Transactions	Percent of Total
Transaction Totals	2,112	
Transactions – Successful	1,018	48%
Merchants Used	120	
Merchants Impacted	17	14%
Unique Users	1,215	
Unique Users Impacted	310	26%
Unique Users Impacted - Switched to ACH	31	14%



NIC Action Items:

- Alert proper support teams to occur if a set number of failed Monetra transaction occur. (Completed)
- Setup monitor to alert if Monetra servers and processes stop running. (Completed)
- Setup monitor to alert if connection cannot be made to Monetra SQL database. (Completed)
- Review of change verification policy to ensure all teams with touch points to specific change activities perform validation prior to implementation. (Completed)

Going forward, Nebraska Interactive staff is responsible for the Monetra Software. NIC Staff is responsible for the operating systems, servers and databases. Nebraska Interactive was able to determine with the vendor that, Monetra can be validated it is running by checking software logs without having access to resources inside the protected financial environment. We have updated our standard operating procedure to review the logs for any issues after NIC applies updates to these servers.

Brent A. Hoffman
General manager
Nebraska Interactive, LLC.

Project Priority Report for the First Quarter 2018

Partner Name	Project Name	Start Date	Target Launch Date (1st row only)	Actual End Date	PP Score (1st row only)
Nebraska Brand Committee	NBC Admin Interface & Backend Database	12/01/16	09/10/18		31
Administrative Office of the Courts	AOC Trial Court eFiling WS - City of Omaha Prosecutors Office (Dott Comm)	03/31/17	12/03/18		31
Department of Transportation	NDOT State Property Damage Payments	06/27/17	04/15/18		19
Nebraska Department of Agriculture	NDA Small Package Fee Report CCP Integration	07/18/17	07/01/18		19
Secretary of State	SOS - Corp Annual/Biennial Paper PDF Rpt - Backend	08/02/17	02/01/18		2
Secretary of State	SOS - Corp Record Search-Special Req - Backend	08/10/17	02/01/18		2
Secretary of State	SOS - Corporate Search & Doc Image-CC - Backend	08/10/17	02/01/18		2
Nebraska department of Agriculture	NDA FFAL Renewal FTP Change	08/16/17	01/26/18		20
Nebraska State Patrol	NSP - Concealed Handgun - DMV Photo Share	09/06/17	04/01/18		31
Secretary of State	SOS - Corp Nonprofit Tax Report Filings - Backend	09/15/17	02/01/18		2
Department of Revenue	NDR Tax Payment Plan	09/21/17	10/01/18		30
Secretary of State	SOS - Corp Occupation Tax Report Filing - Backend	09/25/17	02/01/18		2
Department of Health & Human Services	DHHS License Search Updates & Child Care Docs CR	11/01/17	08/27/18		15
Secretary of State	SOS - Corp Document eDelivery - Backend	11/20/17	02/01/18		2
Secretary of State	SOS - UCC Original Filing - Backend	01/01/18	02/01/18		2
Secretary of State	SOS - Corporate Search & Doc Image-Sub - Backend	01/04/18	02/01/18		2
Secretary of State	SOS - UCC/ Corp Records Search & Retrieval Batch - Backend	01/04/18	02/01/18		2
Secretary of State	SOS - Corp LLC/LLP Tax Report Filing - Backend	01/04/18	02/01/18		2
Secretary of State	SOS - UCC/EFS Records Search - Backend	01/17/18	02/01/18		2
Secretary of State	SOS - UCC/EFS Spec Req Search - Backend	02/01/18	02/01/18		2
Secretary of State	SOS - EFS Continuations & Terminations - Backend	02/14/18	02/01/18		2

Secretary of State	SOS - UCC Ammendments Filing - Backend	02/14/18	02/01/18		2
Administrative Office of the Courts	AOC Appellate eFiling Display Service Methods CR	02/22/18	06/04/18		12
Secretary of State	SOS - EFS Original Filing - Backend	02/26/18	02/01/18		2
Secretary of State	SOS - UCC XML - Backend	03/01/18	02/01/18		9
Secretary of State	SOS - UCC Image Batch - Backend	04/12/18	02/01/18		2
Administrative Office of the Courts	AOC Appellate eFiling Self Represented Litigant CR	11/07/17	03/01/18	01/04/18	19
Department of Health & Human Services	DHHS Central Registry	05/24/17	01/17/18	01/26/18	21
Administrative Office of the Courts	AOC-Trial Court eFiling Judge Portal Image IDs-CR	10/02/17	02/06/18	02/06/18	22
Department of Motor Vehicles	DMV CDL Testing Mobile App Integration	09/26/17	03/01/18	02/09/18	19
Nebraska Department of Agriculture	NDA Domesticated Cervine Animal FacilityPermit(AE)	08/25/17	09/13/17	02/09/18	25
Nebraska Department of Agriculture	NDA FFAL Renewals CCP Integration	07/18/17	10/20/17	02/13/18	19
Nebraska State Patrol	NSP Criminal History Admin CR	11/15/17	02/20/18	02/20/18	18
State Electrical Division	SED License Registration SSN Validation CR	08/17/17	01/15/18	02/27/18	24
Administrative Office of the Courts	AOC Citation Payments Retemplate CR	10/25/17	02/15/18	03/19/18	36

= Not in original Q1

PROJECT PRIORITY REPORT FOR SECOND QUARTER OF 2018

Partner Name	Project Name	Start Date	Target Launch Date (1st row only)	Actual End Date	PP Score (1st row only)
Nebraska Brand Committee	NBC Admin Interface & Backend Database	12/01/16	09/10/18		31
Administrative Office of the Courts	AOC Trial Court eFiling WS - City of Omaha Prosecutors Office (Dott Comm)	03/31/17	12/03/18		31
Department of Transportation	NDOT State Property Damage Payments	06/27/17	04/15/18		19
Nebraska Department of Agriculture	NDA Small Package Fee Report CCP Integration	07/18/17	11/09/18		19
Secretary of State	SOS - Corp Annual/Biennial Paper PDF Rpt - Backend	08/02/17	10/15/18		2
Secretary of State	SOS - Corp Nonprofit Tax Report Filings - Backend	09/15/17	10/08/18		2
Department of Revenue	NDR Tax Payment Plan	09/21/17	10/01/18		30
Secretary of State	SOS - Corp Occupation Tax Report Filing - Backend	09/25/17	11/15/18		2
Secretary of State	SOS - Corp Record Search-Special Req - Backend	10/04/17	09/10/18		2
Secretary of State	SOS - Corporate Search & Doc Image-CC - Backend	10/04/17	09/25/18		2
Department of Health & Human Services	DHHS License Search Updates & Child Care Docs CR	11/01/17	08/27/18		15
Secretary of State	SOS - Corp Document eDelivery - Backend	11/20/17	09/10/18		2
Secretary of State	SOS - UCC Original Filing - Backend	01/01/18	09/10/18		2
Secretary of State	SOS - Corporate Search & Doc Image-Sub - Backend	01/04/18	09/10/18		2
Secretary of State	SOS - UCC/ Corp Records Search & Retrieval Batch - Backend	01/04/18	09/10/18		2
Secretary of State	SOS - Corp LLC/LLP Tax Report Filing - Backend	01/04/18	10/31/18		2

Secretary of State	SOS - UCC/EFS Records Search - Backend	01/17/18	09/10/18		2
Secretary of State	SOS - UCC/EFS Spec Req Search - Backend	02/01/18	09/10/18		2
Secretary of State	SOS - EFS Continuations & Terminations - Backend	02/14/18	09/10/18		2
Secretary of State	SOS - UCC Ammendments Filing - Backend	02/14/18	09/10/18		2
Administrative Office of the Courts	AOC Appellate eFiling Display Service Methods CR	02/22/18	06/04/18		12
Secretary of State	SOS - UCC Image Batch - Backend	02/26/18	09/10/18		2
Secretary of State	SOS - EFS Original Filing - Backend	02/26/18	09/10/18		2
Secretary of State	SOS - UCC XML - Backend	03/01/18	09/10/18		9
Secretary of State	SOS UCC XML Bulk Filing Cogency Global	04/23/18	10/01/18		31
Administrative Office of the Courts	AOC Trial Court eFiling WS - Credit Management	05/29/18	12/06/18		15
Nebraska Liquor Control Commission	NLCC License Search Query Retail SDL CR	06/22/18	10/15/18		11
Nebraska Department of Agriculture	NDA - Annual/Semi-Annual Reports - CCP Integration	07/19/17	01/08/18	04/10/18	19
Nebraska Department of Agriculture	NDA Auction Market Inspection Fee CCP Integration	02/13/18	03/01/18	04/11/18	14
Nebraska Department of Agriculture	NDA - Quarterly Reports - CCP Integration	03/12/18	03/01/18	04/13/18	19
Nebraska Commission for the Blind and Visually Impaired	NCDHH-Deaf Communication Card Re-template CR	03/08/18	04/23/18	04/19/18	14
Nebraska Commission for the Blind and Visually Impaired	NCDHH-Hard of Hear Communication Card RetemplateCR	03/14/18	04/23/18	04/19/18	14
Nebraska Commission for the Blind and Visually Impaired	NCDHH-Deaf Blind Communication Card Re-template CR	03/20/18	04/23/18	04/19/18	14
Board of Public Accountancy	BPA Individual License Renewal System Retemplate CR	02/07/18	04/01/18	04/30/18	23
Board of Public Accountancy	BPA Sole Proprietor License Renewal Retemplate CR	02/07/18	04/01/18	04/30/18	23
Board of Public Accountancy	BPA Firm License Renewal System Retemplate CR	02/07/18	04/01/18	04/30/18	23
Nebraska Department of Agriculture	NDA - Monthly Reports - CCP Integration	02/01/18	03/01/18	05/02/18	19

Department of Motor Vehicles	DMV DLS CDL COA/Citizen Admin DOB CR	01/25/18	04/16/18	05/07/18	29
Department of Motor Vehicles	DMV - Voter Reg Search - Add DLN/State ID CR	04/06/18	06/05/18	05/09/18	13
Nebraska State Patrol	NSP CHP Add Text and Fields CR	03/23/18	06/18/18	05/22/18	21
State Fire Marshal	SFM - Fire Alarm Inspectors Search Re-template CR	03/29/18	06/04/18	06/04/18	17
Nebraska Department of Agriculture	NDA FFAL Tonnage Export/Import Changes	08/01/17	06/05/18	06/05/18	20
Nebraska Department of Agriculture	NDA Domesticated Cervine Animal Facility Renewal (AE)	05/09/18	09/13/17	06/08/18	23
Administrative Office of the Courts	AOC Court Case Search (One Time) Rewrite	08/24/17	06/21/18	06/19/18	33
Secretary of State	SOS - UCC XML Filing	09/26/16	07/21/17	06/27/18	15
Secretary of State	SOS - UCC Search - Add UCC XML Filing Number CR	03/08/17	06/01/18	06/28/18	3
Nebraska Department of Agriculture	NDA FFAL Renewal FTP Change	08/16/17	06/05/18	06/05/18	20
Nebraska Department of Agriculture	NDA Small Package Export Changes	09/27/17	06/05/18	06/05/18	18

= Change from Q1



Presents the Nebraska.gov General Manager's Report

April – June 2018
Quarter Two

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.

The Evolution of Your Digital Government Services

How we go from paper and good intentions to mobile responsive apps

[A Local Company, with Local Citizens, Building the Digital Future](#)

Nebraska Interactive has seven App Developers who work in a variety of languages including: Grails, Java, Perl, PHP, and JavaScript to produce 883 online services for the citizens and businesses of Nebraska. Bruce Rice, The Director of Development and Sr. Developer Dave Pfister explain how these local Nebraskans develop the apps we all use every day as citizens.

Key Components

1. Creativity

- Out of nothing comes something
- NIC Enterprise services are an option in our toolbox
- Paper process or an original process is born
 - Often new and improved processes are birthed through the Concept phase of the development
- Limitations
 - 508 compliance
 - Statutory and federal regulations
 - Antiquated systems

2. Collaboration

- Bringing institutional knowledge of working together with staff and systems
- Experienced with Legislation changes to services
 - Streamline the process and skip over sections
 - Using technology to create efficiencies
- Relationships
 - Long standing relationships based on trust and experience working together
 - Long standing comprehension of services, agencies, systems and Nebraska government
 - Fluid and adaptable, each app, each project is different every time

3. Accomplishment & Impact

- Connecting to the project
 - Growing beyond Government, to Citizen services
 - As Nebraskans
 - From State to Federal
 - From State to Local

Uncovering the Mystery – It's a Lot of Hard Work and Creativity

NEBRASKA
Good Life. Great Opportunity.

(Section IV) Nebraska technology creates Increased Reach & Services

2018 Q2 Services Produced & Enhanced

Day by Day We Work for the Nebraskan Citizens Creating More Services and Improving Current Services

Services Expanding: Adding new Services and Improving Others

77 Changes were developed and deployed for 51 services

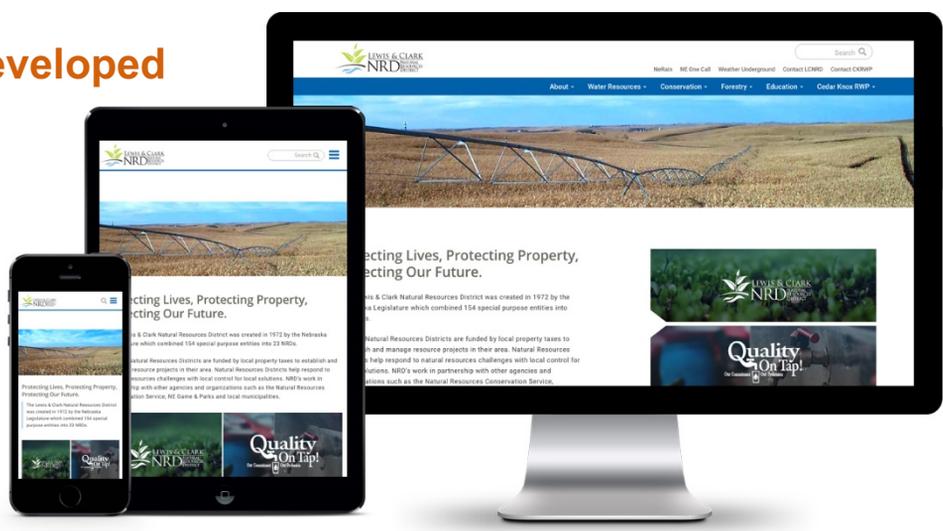
We work ongoing to make improvements to our services so they work more effectively and securely

20 New Services & Unique Applications Launched

- Howard County Property Tax Payments (Payment Processing)
- Crete City - Building Inspector PayPort
- Crete City - Library PayPort
- Holbrook Village PayPort
- Lower Loup Natural Resources District PayPort
- Snyder Village PayPort
- Walthill Village PayPort
- DMV OTC Payment Engine System
- DMV OTC Payment Engine
- SOS UCC XML Filing
- SOS UCC Amendments Bulk Filing
- SOS UCC Assignments Bulk Filing
- SOS UCC Collateral Amendments Bulk Filing
- SOS UCC Continuations Bulk Filing
- SOS UCC Originals Bulk Filing
- NLCC Renewal Local Setup for City of Alma
- NLCC Renewal Local Setup for Village of Orchard
- Southeast Community College Event Registration

2 New Websites Developed

- Lewis & Clark
- BPA



2018 Q2 Marketing and Business Report

Working daily for the Nebraskan Citizens Adding & Enhancing Services and Notifying the Citizens and Businesses

Services Expanding

- 2 New Websites
- 2 Unique Applications
- 20 New Services
- 77 Changes were developed and deployed for 51 services.

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

Business Development

- Howard County added online Real Estate Tax Payments
- Nebraska Secretary of State signed up for PayPort over-the-counter and online.
- Added 3 Cities, Villages and Political Subdivisions with PayPort
- City of Hebron added online Utility Payment
- City of Waverly added Recreation Program Citizen Payment processing

Contributions to the Bottom Line

- \$49,629,538.71 PAID TO the agencies
- \$378,857 PAID BY Nebraska Interactive in Merchant Fees
- Securely conducted 3,459,031 transactions

Social Media helps us Reach Citizens

Facebook Impressions
38,300
The number of times a post from the page is displayed

Twitter Organic Impressions
311,300
Times a user is served a Tweet in timeline or search result

LinkedIn Impressions
610
The number of times a post from the page is displayed

Viewers going to the app or website!
Link Clicks
1,163 Twitter, 195 Facebook, 8 LinkedIn

Awards Recognize Nebraska Innovations

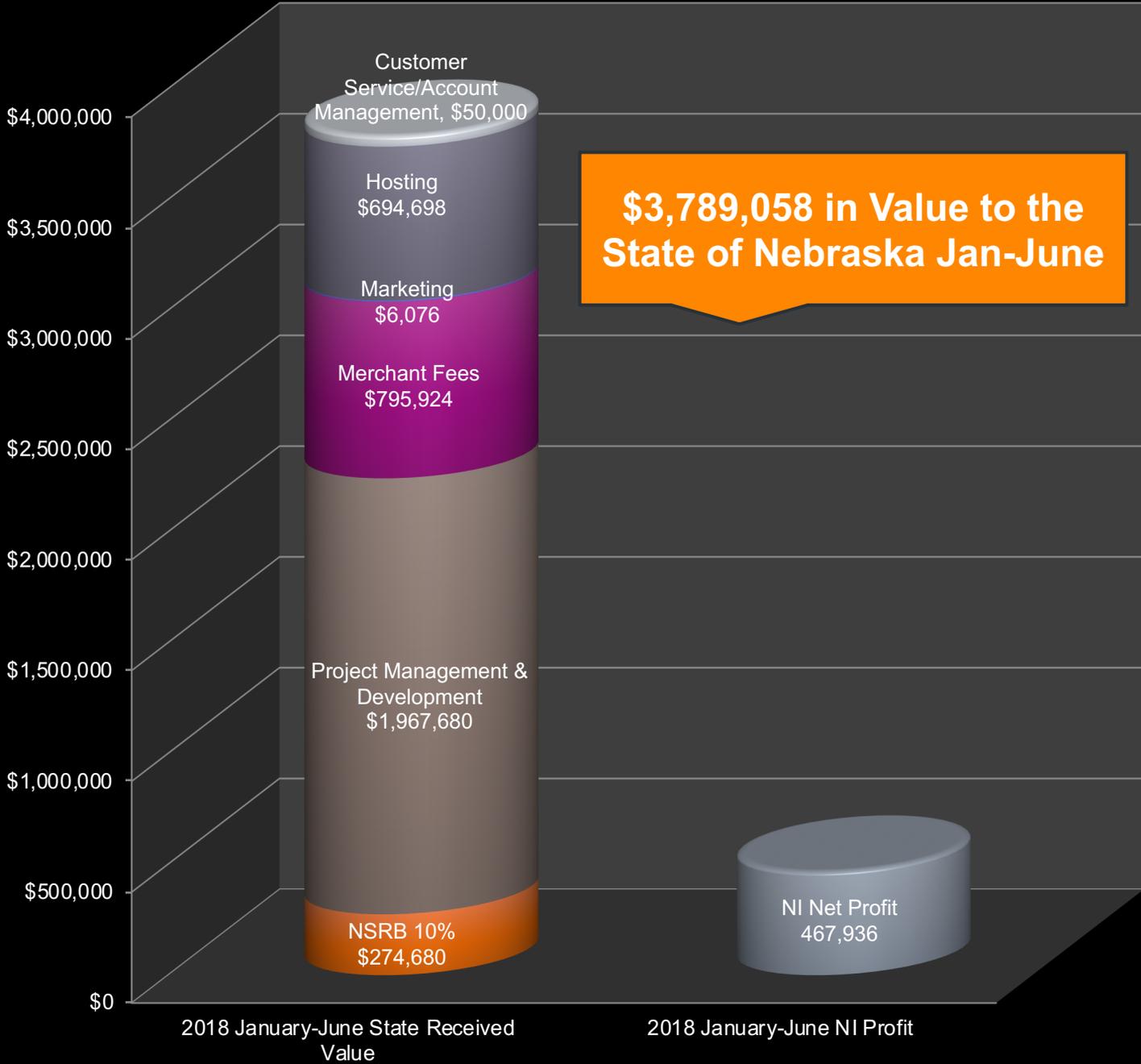
2 Winners in Quarter 2, 2018

- Graphic Design USA to the Nebraska Department of Motor Vehicles
- The Rose Gold Winner to the Nebraska Department of Natural Resources



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

Jan - June 2018 Self-funded Value

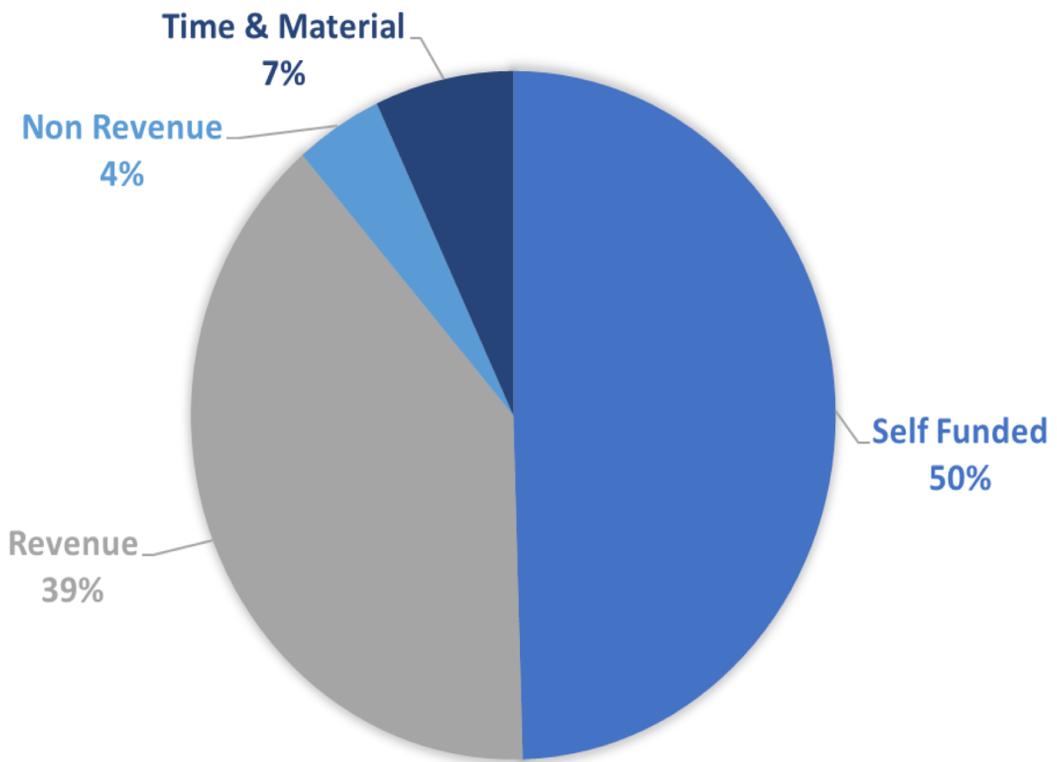


Note: The above graph is not all inclusive.

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

Quarter 1 2018

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



For definitions, please see Glossary of Terms on page 3

Appendix 1

**Payment Statement
May 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: April 1st - April 30th

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	15,341	\$3.00	\$46,023.00	\$30,682.00	\$15,341.00	\$1,534.10	\$13,806.90
DMV- DLR - Monitoring Fee	623,487	\$0.06	\$37,409.22	\$24,939.48	\$12,469.74	\$1,246.97	\$11,222.77
DMV- DLR - Interactive	72,473	\$3.00	\$217,419.00	\$144,946.00	\$72,473.00	\$7,247.30	\$65,225.70
DMV- DLR - Certified	44	\$3.00	\$132.00	\$88.00	\$44.00	\$4.40	\$39.60
DMV- DLR - Certified Transcript	202	\$4.00	\$808.00	\$606.00	\$202.00	\$20.20	\$181.80
DMV - DLR Single	1,637	\$3.00	\$4,911.00	\$3,274.00	\$1,637.00	\$163.70	\$1,473.30
DMV - Driver License Renew	6,537	Variable	\$162,005.75	\$153,265.50	\$8,740.25	\$874.03	\$7,866.22
DMV- TLR - Interactive	13,908	\$1.00	\$13,908.00	\$5,563.20	\$8,344.80	\$834.48	\$7,510.32
DMV- TLR - batch	29,398	\$1.00	\$29,398.00	\$11,759.20	\$17,638.80	\$1,763.88	\$15,874.92
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$16.00	\$144.00
DMV- TLR - Vol. Over 2,000/Run	15	\$18.00	\$270.00	\$150.00	\$120.00	\$12.00	\$108.00
DMV - Reinstatement	2,124	\$3.00	\$159,306.00	\$152,925.00	\$6,381.00	\$638.10	\$5,742.90
DMV - Specialty Plates	1,667	\$3.00	\$59,761.00	\$54,760.00	\$5,001.00	\$500.10	\$4,500.90
DMV - IRP	250	Variable	\$557,242.98	\$555,370.78	\$1,872.20	\$187.22	\$1,684.98
DMV - IFTA	830	Variable	\$217,545.77	\$215,772.22	\$1,773.55	\$177.36	\$1,596.19
DMVOTC	148	Variable	\$3,412.76	\$3,229.01	\$183.75	\$18.38	\$165.37
DMVOTC_CASH	139	Variable	\$2,887.50	\$2,887.50	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	944	Variable	\$35,305.00	\$32,425.00	\$2,880.00	\$288.00	\$2,592.00
DMV - Motor Vehicle Renewals	29,183	Variable	\$5,450,389.94	\$5,326,423.43	\$123,966.51	\$12,396.65	\$111,569.86
HHSS - Health Practitioner Lists	63	Variable	\$4,470.00	\$0.00	\$4,470.00	\$447.00	\$4,023.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,800.00	\$0.00	\$2,800.00	\$280.00	\$2,520.00
HHSS - Health License Monitoring	12,609	Variable	126.09	0.00	126.09	\$12.61	\$113.48
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
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	675	\$1.00	\$233,457.84	\$230,665.00	\$2,792.84	\$279.28	\$2,513.56
LCC Local Renewals	202	Variable	\$135,806.78	\$134,008.44	\$1,798.34	\$179.83	\$1,618.51
LCC SDL	130	Variable	\$7,143.61	\$6,800.00	\$343.61	\$34.36	\$309.25
SED - Electrical Permits	797	4% of Fee	\$80,142.00	\$80,142.00	\$3,205.68	\$320.57	\$2,885.11
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	131	3.00	\$3,013.00	2,620.00	393.00	\$39.30	\$353.70
SED - License List	1	Variable	\$35.00	35.00	5.00	\$0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	38	3.00	\$2,394.00	2,394.00	114.00	\$11.40	\$102.60
SEDEXAM5 - Exam Application (\$5 fee)	8	5.00	\$1,040.00	1,040.00	40.00	\$4.00	\$36.00
SOS - Corporation filings (LLC/LLP)	9	\$3.00	\$177.00	\$150.00	\$27.00	\$2.70	\$24.30
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,558	\$2/variable	\$120,097.50	\$116,290.00	\$3,807.50	\$380.75	\$3,426.75
SOS - Corp filings (Foreign/Domestic Corporations)	1,653	Variable	\$292,911.40	\$285,310.00	\$7,601.40	\$760.14	\$6,841.26
SOS - Certificate of Good Standing Orders	65	\$10.00	\$650.00	\$650.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	867	\$6.50	\$5,635.50	\$2,167.50	\$3,468.00	\$346.80	\$3,121.20

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	540	\$6.50	\$3,510.00	\$1,350.00	\$2,160.00	\$216.00	\$1,944.00
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)	17	Variable	\$375.00	\$187.50	\$187.50	\$18.75	\$168.75
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,812	\$0.45	\$2,165.40	\$1,539.84	\$625.56	\$62.56	\$563.00
SOS - Corporate Images Credit Card	3,651	\$0.45	\$1,642.95	\$1,168.32	\$474.63	\$47.46	\$427.17
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Interactive Searches	8,310	\$4.50	\$37,395.00	\$29,085.00	\$8,310.00	\$831.00	\$7,479.00
SOS - UCC Monthly Batch Service	1	\$800.00	\$800.00	\$400.00	\$400.00	\$40.00	\$360.00
SOS - UCC Special Request	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	9	\$15.00	\$135.00	\$67.50	\$67.50	\$6.75	\$60.75
SOS - UCC Continuation Filings	1,096	\$8.00	\$8,768.00	\$7,124.00	\$1,644.00	\$164.40	\$1,479.60
SOS - UCC Original Filings	2,413	\$8.00	\$19,304.00	\$16,046.45	\$3,257.55	\$325.76	\$2,931.79
SOS - UCC Electronic Amendments	444	\$8.00	\$3,552.00	\$2,886.00	\$666.00	\$66.60	\$599.40
SOS - UCC Electronic Assignments	2	\$8.00	\$16.00	\$13.00	\$3.00	\$0.30	\$2.70
SOS - UCC Electronic Collateral Amendments	144	\$8.00	\$1,152.00	\$936.00	\$216.00	\$21.60	\$194.40
SOS - UCC Images	14,852	\$0.45	\$6,683.40	\$4,752.64	\$1,930.76	\$193.08	\$1,737.68
SOS - UCC BatchSemi Monthly	1	\$500.00	\$500.00	\$250.00	\$250.00	\$25.00	\$225.00
SOS - EFS Interactive Searches	1,616	\$4.50	\$7,272.00	\$5,656.00	\$1,616.00	\$161.60	\$1,454.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	212	\$8.00	\$1,696.00	\$1,378.00	\$318.00	\$31.80	\$286.20
SOS - EFS Original Filings	376	\$8.00	\$3,008.00	\$2,444.00	\$564.00	\$56.40	\$507.60
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$2.20	\$19.80
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	0	3% of Fee	\$18,575.00	\$18,017.75	\$557.25	\$55.73	\$501.52
E&A - Engineers & Architects License Renewal	8	5% of Fee	\$896.00	\$896.00	\$44.80	\$4.48	\$40.32
E&A - Engineers & Architects Recip	49	5% of Fee	\$7,350.00	\$7,350.00	\$367.50	\$36.75	\$330.75
Water Well Registrations	183	5% of Fee	\$15,610.00	\$14,517.30	\$1,092.70	\$109.27	\$983.43
REV - Motor Fuels Tax Filing	625	\$0.25	\$156.25	\$0.00	\$156.25	\$15.63	\$140.62
NDOA - Applicator permits	703	Variable	\$38,505.00	\$36,777.00	\$1,728.00	\$172.80	\$1,555.20
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	9	Variable	\$403.91	\$378.73	\$25.18	\$2.52	\$22.66
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	219	Variable	\$1,646,983.89	\$1,646,049.93	\$933.96	\$93.40	\$840.56
NDOA - AGSMALL_PACKAGE	4	Variable	\$1,922.56	\$1,900.00	\$22.56	\$2.26	\$20.30
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	4	Variable	\$252.88	\$240.57	\$12.31	\$1.23	\$11.08
NDOA - AGFIRM_REGISTRATION	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGGFAL_Renew	5	Variable	\$167.35	\$150.00	\$17.35	\$1.74	\$15.61
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$20,645.69	\$20,619.11	\$26.58	\$2.66	\$23.92
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	1	Variable	\$155.49	\$150.00	\$5.49	\$0.5	\$4.99
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	32	Variable	\$39,359.62	\$39,303.62	\$56.00	\$5.60	\$50.40

NDOA - AGNURSERY_RENEW	1	Variable	\$172.81	\$171.06	\$1.75	\$0.18	\$1.57
NDOA - AGNURSERY_STOCK	7	Variable	\$763.36	\$735.25	\$28.11	\$2.81	\$25.30
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	2	Variable	\$382.72	\$370.00	\$12.72	\$1.27	\$11.45
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	181	Variable	8,860.56	8,365.00	\$495.56	\$49.56	\$446.00
OTC-Over the counter payment	14,729	Variable	\$2,727,601.66	\$2,678,365.30	\$49,236.36	\$4,923.64	\$44,312.72
OTC Billback	87	Variable			\$349.96	\$35.00	\$314.96
PropertyTax Payments	615	Variable	\$1,416,170.33	\$1,407,858.78	\$8,311.55	\$831.16	\$7,480.39
NDOL - Contractor Registration	1,002	Variable	\$44,269.45	\$41,260.00	\$3,009.45	\$300.95	\$2,708.50
NDOL_BOILER	39	Variable	\$4,820.00	\$4,703.00	\$117.00	\$11.70	\$105.30
NDOL_ELEVATOR	13	Variable	\$2,517.59	\$2,420.00	\$97.59	\$9.76	\$87.83
NDOL_OVR_PMT	67	Variable	\$16,427.78	\$16,240.18	\$187.60	\$18.76	\$168.84
NDOL_TAX_PMT	16	Variable	\$6,153.75	\$5,927.90	\$225.85	\$22.59	\$203.26
NEROADS - DOT Permits	9,909	Variable	\$254,660.75	\$237,320.00	\$17,340.75	\$1,734.08	\$15,606.67
NEROADS - NDOTPERMITS	76	Variable	\$1,743.00	\$1,623.68	\$119.32	\$11.93	\$107.39
State Patrol Crime Report	1,434	\$18.00	\$34,472.00	\$27,800.00	\$6,672.00	\$667.20	\$6,004.80
NSPCCW_Renew - NSP Conceal & Carry Permi	906	\$4.50	\$49,050.00	\$45,000.00	\$4,050.00	\$405.00	\$3,645.00
State Patrol Crime Report - Subscriber	445	Variable	\$6,831.50	\$5,689.40	\$1,142.10	\$114.21	\$1,027.89
Event Registration	336	10% of Fee	\$13,418.30	\$12,135.00	\$1,283.30	\$128.33	\$1,154.97
Sarpy_Stop	281	Variable	\$33,840.00	\$33,017.68	\$822.32	\$82.23	\$740.09
Medicaid & Long Term Care	134	\$1.75	\$9,517.00	\$9,517.00	\$234.50	\$23.45	\$211.05
Micellaneous Charge for Swipers	6	variable	\$590.20	\$0.00	\$590.20	\$59.02	\$531.18
NBC_HeadCountF	47,179	Variable	\$2,830.74	\$0.00	\$2,830.74	\$283.07	\$2,547.67
NBC_Inspections	144	Variable	\$16,593.00	\$16,593.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg-subscriber	3	variable	\$4.50	\$0.00	\$4.50	\$0.45	\$4.05
dhscentregLN-subscriber	7,293	variable	\$18,232.50	\$7,293.00	\$10,939.50	\$1,093.95	\$9,845.55
dhscentreg	1,403	\$1.50	\$3,495.00	\$1,398.00	\$2,097.00	\$209.70	\$1,887.30
tests	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	943832		\$14,461,208.53	\$14,012,253.25	\$453,316.72	\$45,331.69	\$407,985.03

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	137,656	\$1.00	\$137,656.00	68,828.00	68,828.00	\$68,828.00
Court Records (Justice) Monthly	84	\$500.00	\$42,000.00	\$21,000.00	21,000.00	\$21,000.00
Court Records (Justice) Credit Card Searches	686	\$15.00	\$10,290.00	\$5,145.00	5,145.00	\$5,145.00
Court E-Filing	14,907	\$1.00	\$14,907.00	\$0.00	\$14,907.00	\$14,907.00
COURTAPELFILE	333	\$2.00	\$1,306.00	\$650.00	656.00	\$656.00
Courtjudge	129	\$50.00	\$6,450.00	\$0.00	\$6,450.00	\$6,450.00
Court Citations	5,716	Variable	\$776,929.75	\$760,734.15	16,195.60	\$16,195.60
Court Payments	2,439	Variable	\$689,669.74	\$678,327.77	11,341.97	\$11,341.97
Lobbyist Registration	5	\$0.05	\$1,000.00	\$1,000.00	50.00	\$50.00
OTC-Court payments	1	Variable	\$30.75	\$30.00	0.75	\$0.75
LEG - BillTracker (1-3 eProfiles)	-1	\$50.00	-\$50.00	-\$25.00	-25.00	-\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	518	Variable	\$2,394.00	\$1,050.00	\$1,344.00	\$1,344.00
Sccalessubscr	844	Variable	\$844.00	\$422.00	422.00	\$422.00

SUBTOTAL	163,317		1,683,427.24	1,537,161.92	146,315.32	146,315.32
						\$35,368.60

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			16,649.33	16,649.33	16,649.33
Subscriptions - New	546	50.00	27,300.00	27,300.00	27,300.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$43,949.33	\$43,949.33	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,832	17.00	37,179.00	37,179.00	0.00
LCC -Tax Payments	30	variable	2,621,990.00	2,621,990.00	0.00
COURTEFILESUB	14,907	variable	\$403,422.00	\$403,422.00	0.00
COURTAPPTFILE	5	variable	\$650.00	\$650.00	0.00
WCCSUB	70	variable	\$1,050.00	\$1,050.00	0.00
SUBTOTAL	16,844		\$3,064,291.00	\$3,064,291.00	

**Payment Statement
June 30, 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: May 1st - May 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	16,072	\$3.00	\$48,216.00	\$32,144.00	\$16,072.00	\$1,607.20	\$14,464.80
DMV- DLR - Monitoring Fee	628,613	\$0.06	\$37,716.78	\$25,144.52	\$12,572.26	\$1,257.23	\$11,315.03
DMV- DLR - Interactive	74,388	\$3.00	\$223,164.00	\$148,776.00	\$74,388.00	\$7,438.80	\$66,949.20
DMV- DLR - Certified	68	\$3.00	\$204.00	\$136.00	\$68.00	\$6.80	\$61.20
DMV- DLR - Certified Transcript	149	\$4.00	\$596.00	\$447.00	\$149.00	\$14.90	\$134.10
DMV - DLR Single	1,670	\$3.00	\$5,010.00	\$3,340.00	\$1,670.00	\$167.00	\$1,503.00
DMV - Driver License Renew	6,412	Variable	\$156,823.25	\$148,354.00	\$8,469.25	\$846.93	\$7,622.32
DMV- TLR - Interactive	14,430	\$1.00	\$14,430.00	\$5,772.00	\$8,658.00	\$865.80	\$7,792.20
DMV- TLR - batch	27,077	\$1.00	\$27,077.00	\$10,830.80	\$16,246.20	\$1,624.62	\$14,621.58
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$16.00	\$144.00
DMV- TLR - Vol. Over 2,000/Run	10	\$18.00	\$180.00	\$100.00	\$80.00	\$8.00	\$72.00
DMV - Reinstatement	2,085	\$3.00	\$154,442.00	\$148,175.00	\$6,267.00	\$626.70	\$5,640.30
DMV - Specialty Plates	1,596	\$3.00	\$57,443.00	\$52,655.00	\$4,788.00	\$478.80	\$4,309.20
DMV - IRP	272	Variable	\$497,712.81	\$496,152.43	\$1,560.38	\$156.04	\$1,404.34
DMV - IFTA	207	Variable	\$96,222.21	\$95,774.57	\$447.64	\$44.76	\$402.88
DMVOTC	2,665	Variable	\$62,745.25	\$59,414.00	\$3,331.25	\$333.13	\$2,998.12
DMVOTC_CASH	2,505	Variable	\$50,080.50	\$50,080.50	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	973	Variable	\$36,666.00	\$33,660.00	\$3,006.00	\$300.60	\$2,705.40
DMV - Motor Vehicle Renewals	29,459	Variable	\$5,631,213.63	\$5,503,910.17	\$127,303.46	\$12,730.35	\$114,573.11
HHSS - Health Practitioner Lists	68	Variable	\$4,405.00	\$0.00	\$4,405.00	\$440.50	\$3,964.50
HHSS - Health Practitioner Lists Bulk	1	Variable	\$400.00	\$0.00	\$400.00	\$40.00	\$360.00
HHSS - Health License Monitoring	12,563	Variable	125.63	0.00	125.63	\$12.56	\$113.07
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
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	35	\$1.00	\$16,505.67	\$16,270.00	\$235.67	\$23.57	\$212.10
LCC Local Renewals	7	Variable	\$3,695.67	\$3,641.23	\$54.44	\$5.44	\$49.00
LCC_SDL	269	Variable	\$14,124.83	\$13,400.00	\$724.83	\$72.48	\$652.35
SED - Electrical Permits	797	4% of Fee	\$102,177.00	\$102,177.00	\$4,087.08	\$408.71	\$3,678.37
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	169	3.00	\$3,887.00	3,380.00	507.00	\$50.70	\$456.30
SED - License List	3	Variable	\$65.00	65.00	15.00	\$1.50	\$13.50
SEDEXAM3 - Exam Application (\$3 fee)	34	3.00	\$2,142.00	2,142.00	102.00	\$10.20	\$91.80
SEDEXAM5 - Exam Application (\$5 fee)	5	5.00	\$650.00	650.00	25.00	\$2.50	\$22.50
SOS - Corporation filings (LLC/LLP)	2	\$3.00	\$51.00	\$45.00	\$6.00	\$0.60	\$5.40
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,710	\$2/variable	\$129,487.15	\$125,290.00	\$4,197.15	\$419.72	\$3,777.43
SOS - Corp filings (Foreign/Domestic Corporations)	-8	Variable	-\$312.00	-\$288.00	-\$24.00	-\$2.40	-\$21.60
SOS - Certificate of Good Standing Orders	60	\$10.00	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	863	\$6.50	\$5,609.50	\$2,157.50	\$3,452.00	\$345.20	\$3,106.80

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Card	579	\$6.50	\$3,763.50	\$1,447.50	\$2,316.00	\$231.60	\$2,084.40
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)	13	Variable	\$240.00	\$120.00	\$120.00	\$12.00	\$108.00
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,759	\$0.45	\$2,141.55	\$1,522.88	\$618.67	\$61.87	\$556.80
SOS - Corporate Images Credit Card	3,489	\$0.45	\$1,570.05	\$1,116.48	\$453.57	\$45.36	\$408.21
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$135.00	\$1,215.00
SOS - UCC Interactive Searches	6,920	\$4.50	\$31,140.00	\$24,220.00	\$6,920.00	\$692.00	\$6,228.00
SOS - UCC Monthly Batch Service	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Special Request	171	Variable	\$342.00	\$171.00	\$171.00	\$17.10	\$153.90
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	12	\$15.00	\$180.00	\$90.00	\$90.00	\$9.00	\$81.00
SOS - UCC Continuation Filings	959	\$8.00	\$7,672.00	\$6,233.50	\$1,438.50	\$143.85	\$1,294.65
SOS - UCC Original Filings	2,622	\$8.00	\$20,976.00	\$17,436.30	\$3,539.70	\$353.97	\$3,185.73
SOS - UCC Electronic Amendments	398	\$8.00	\$3,184.00	\$2,587.00	\$597.00	\$59.70	\$537.30
SOS - UCC Electronic Assignments	2	\$8.00	\$16.00	\$13.00	\$3.00	\$0.30	\$2.70
SOS - UCC Electronic Collateral Amendments	117	\$8.00	\$936.00	\$760.50	\$175.50	\$17.55	\$157.95
SOS - UCC Images	13,711	\$0.45	\$6,169.95	\$4,387.52	\$1,782.43	\$178.24	\$1,604.19
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - EFS Interactive Searches	1,284	\$4.50	\$5,778.00	\$4,494.00	\$1,284.00	\$128.40	\$1,155.60
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	156	\$8.00	\$1,248.00	\$1,014.00	\$234.00	\$23.40	\$210.60
SOS - EFS Original Filings	293	\$8.00	\$2,344.00	\$1,904.50	\$439.50	\$43.95	\$395.55
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$2.75	\$24.75
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	1,477	5.00	\$189,920.00	\$189,920.00	\$7,385.00	\$738.50	\$6,646.50
NREC - Real Estate Commission Services	0	3% of Fee	\$19,240.00	\$18,662.80	\$577.20	\$57.72	\$519.48
E&A - Engineers & Architects License Renewal	2	5% of Fee	\$240.00	\$240.00	\$12.00	\$1.20	\$10.80
E&A - Engineers & Architects Recip	45	5% of Fee	\$6,750.00	\$6,750.00	\$337.50	\$33.75	\$303.75
Water Well Registrations	242	5% of Fee	\$21,780.00	\$20,255.40	\$1,524.60	\$152.46	\$1,372.14
REV - Motor Fuels Tax Filing	485	\$0.25	\$121.25	\$0.00	\$121.25	\$12.13	\$109.12
NDOA - Applicator permits	235	Variable	\$12,310.00	\$11,741.00	\$569.00	\$56.90	\$512.10
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	8	Variable	\$533.07	\$513.56	\$19.51	\$1.95	\$17.56
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	9	Variable	\$13,642.52	\$13,581.41	\$61.11	\$6.11	\$55.00
NDOA - AGSMALL_PACKAGE	2	Variable	\$257.24	\$250.00	\$7.24	\$0.72	\$6.52
NDOA - AG_EURO_CORN	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGFIRM_REGISTRATION	0	Variable	\$-	\$-	\$-	\$0.00	\$0.00
NDOA - AGGFAL_Renew	5	Variable	\$100.23	\$90.00	\$10.23	\$1.02	\$9.21
NDOA - DAIRY/EGG/TURKEY	7	Variable	\$20,576.70	\$20,544.83	\$31.87	\$3.19	\$28.68
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	1	Variable	\$151.75	\$150.00	\$1.75	\$0.2	\$1.55
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	32	Variable	\$39,745.91	\$39,689.91	\$56.00	\$5.60	\$50.40

NDOA - AGNURSERY_RENEW	3	Variable	\$606.48	\$586.50	\$19.98	\$2.00	\$17.98
NDOA - AGNURSERY_STOCK	5	Variable	\$509.65	\$488.75	\$20.90	\$2.09	\$18.81
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	3	Variable	\$1,925.25	\$1,920.00	\$5.25	\$0.53	\$4.72
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	231	Variable	9,594.92	9,055.00	\$539.92	\$53.99	\$485.93
OTC-Over the counter payment	14,863	Variable	\$2,592,983.38	\$2,548,282.41	\$44,700.97	\$4,470.10	\$40,230.87
OTC Billback	111	Variable			\$413.38	\$41.34	\$372.04
PropertyTax Payments	265	Variable	\$569,064.97	\$566,598.34	\$2,466.63	\$246.66	\$2,219.97
NDOL - Contractor Registration	901	Variable	\$41,228.85	\$38,520.00	\$2,708.85	\$270.89	\$2,437.96
NDOL_BOILER	43	Variable	\$3,944.00	\$3,815.00	\$129.00	\$12.90	\$116.10
NDOL_ELEVATOR	25	Variable	\$7,302.14	\$7,040.00	\$262.14	\$26.21	\$235.93
NDOL_OVR_PMT	24	Variable	\$3,041.87	\$2,883.37	\$158.50	\$15.85	\$142.65
NDOL_TAX_PMT	64	Variable	\$7,417.93	\$7,241.98	\$175.95	\$17.60	\$158.35
NEROADS - DOT Permits	10,392	Variable	\$260,172.75	\$241,985.00	\$18,187.75	\$1,818.78	\$16,368.97
NEROADS - NDOTPERMITS	143	Variable	\$3,315.25	\$3,090.74	\$224.51	\$22.45	\$202.06
State Patrol Crime Report	1,416	\$18.00	\$35,265.50	\$28,437.50	\$6,828.00	\$682.80	\$6,145.20
NSPCCW_Renew - NSP Conceal & Carry Permi	739	\$4.50	\$40,275.50	\$36,950.00	\$3,325.50	\$332.55	\$2,992.95
State Patrol Crime Report - Subscriber	497	Variable	\$7,595.50	\$6,350.80	\$1,244.70	\$124.47	\$1,120.23
Event Registration	302	10% of Fee	\$11,658.21	\$10,530.01	\$1,128.20	\$112.82	\$1,015.38
Sarpy_Stop	270	Variable	\$35,072.43	\$34,220.11	\$852.32	\$85.23	\$767.09
Medicaid & Long Term Care	108	\$1.75	\$7,911.00	\$7,911.00	\$189.00	\$18.90	\$170.10
Micellaneous Charge for Swipers	4	variable	\$607.35	\$0.00	\$607.35	\$60.74	\$546.61
NBC_HeadCountF	98,623	Variable	\$5,917.38	\$592.25	\$5,325.13	\$532.51	\$4,792.62
NBC_Inspections	288	Variable	\$43,759.00	\$43,741.00	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg-subscriber	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregLN-subscriber	6,426	variable	\$16,065.00	\$6,426.00	\$9,639.00	\$963.90	\$8,675.10
dhscentreg	1,872	\$1.50	\$4,475.00	\$1,790.00	\$2,685.00	\$268.50	\$2,416.50
tests	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1000930		\$11,519,737.41	\$11,089,536.07	\$442,749.30	\$44,274.99	\$398,474.31

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	139,124	\$1.00	\$139,124.00	69,562.00	69,562.00	\$69,562.00
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	715	\$15.00	\$10,725.00	\$5,362.50	5,362.50	\$5,362.50
Court E-Filing	15,352	\$1.00	\$15,352.00	\$0.00	\$15,352.00	\$15,352.00
COURTAPELFILE	385	\$2.00	\$962.00	\$200.00	762.00	\$762.00
Courtjudge	130	\$50.00	\$6,500.00	\$0.00	\$6,500.00	\$6,500.00
Court Citations	5,841	Variable	\$806,451.05	\$789,998.70	16,452.35	\$16,452.35
Court Payments	2,421	Variable	\$781,472.09	\$771,009.29	10,462.80	\$10,462.80
Lobbyist Registration	1	\$0.05	\$200.00	\$200.00	10.00	\$10.00
OTC-Court payments	3	Variable	\$314.17	\$306.54	7.63	\$7.63
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	527	Variable	\$2,385.00	\$1,005.00	\$1,380.00	\$1,380.00
Sccalessubscr	903	Variable	\$903.00	\$451.50	451.50	\$451.50

SUBTOTAL	165,487		1,806,888.31	1,659,345.53	147,552.78	147,552.78
						\$41,711.28

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			32,129.33	32,129.33	32,129.33
Subscriptions - New	526	50.00	26,300.00	26,300.00	26,300.00
- Renewals	1	50.00	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$58,479.33	\$58,479.33	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,663	17.00	34,068.00	34,068.00	0.00
LCC -Tax Payments	32	variable	2,384,601.00	2,384,601.00	0.00
COURTEFILESUB	15,352	variable	\$384,327.00	\$384,327.00	0.00
COURTAPPTFILE	4	variable	\$200.00	\$200.00	0.00
WCCSUB	67	variable	\$1,005.00	\$1,005.00	0.00
SUBTOTAL	17,118		\$2,804,201.00	\$2,804,201.00	

**Payment Statement
July 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: June 1st - June 30th

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	14,623	\$3.00	\$43,869.00	\$29,246.00	\$14,623.00	\$1,462.30	\$13,160.70
DMV- DLR - Monitoring Fee	621,749	\$0.06	\$37,304.94	\$24,869.96	\$12,434.98	\$1,243.50	\$11,191.48
DMV- DLR - Interactive	70,994	\$3.00	\$212,982.00	\$141,988.00	\$70,994.00	\$7,099.40	\$63,894.60
DMV- DLR - Certified	49	\$3.00	\$147.00	\$98.00	\$49.00	\$4.90	\$44.10
DMV- DLR - Certified Transcript	187	\$4.00	\$748.00	\$561.00	\$187.00	\$18.70	\$168.30
DMV - DLR Single	1,551	\$3.00	\$4,653.00	\$3,102.00	\$1,551.00	\$155.10	\$1,395.90
DMV - Driver License Renew	6,904	Variable	\$170,959.25	\$161,672.00	\$9,287.25	\$928.73	\$8,358.52
DMV- TLR - Interactive	13,647	\$1.00	\$13,647.00	\$5,458.80	\$8,188.20	\$818.82	\$7,369.38
DMV- TLR - batch	52,127	\$1.00	\$52,127.00	\$20,850.80	\$31,276.20	\$3,127.62	\$28,148.58
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	13	\$18.00	\$234.00	\$130.00	\$104.00	\$10.40	\$93.60
DMV - Reinstatement	1,900	\$3.00	\$142,828.00	\$137,125.00	\$5,703.00	\$570.30	\$5,132.70
DMV - Specialty Plates	1,500	\$3.00	\$54,100.00	\$49,600.00	\$4,500.00	\$450.00	\$4,050.00
DMV - IRP	237	Variable	\$349,076.12	\$347,478.47	\$1,597.65	\$159.77	\$1,437.88
DMV - IFTA	91	Variable	\$6,509.58	\$6,357.45	\$152.13	\$15.21	\$136.92
DMVOTC	2,905	Variable	\$69,120.25	\$65,489.00	\$3,631.25	\$363.13	\$3,268.12
DMVOTC_CASH	2,672	Variable	\$52,393.50	\$52,393.50	\$0.00	\$0.00	\$0.00
DMV - SingleTripPermit	810	Variable	\$32,748.00	\$30,090.00	\$2,658.00	\$265.80	\$2,392.20
DMV - Motor Vehicle Renewals	29,911	Variable	\$5,916,312.34	\$5,782,174.10	\$134,138.24	\$13,413.82	\$120,724.42
HHSS - Health Practitioner Lists	54	Variable	\$3,990.00	\$0.00	\$3,990.00	\$399.00	\$3,591.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$400.00	\$0.00	\$400.00	\$40.00	\$360.00
HHSS - Health License Monitoring	11,834	Variable	118.34	0.00	118.34	\$11.83	\$106.51
HHSS - Health License Monitoring Mo. Min.	0	Variable	0	0	0	\$0.00	\$0.00
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	268	Variable	\$15,031.54	\$14,320.00	\$711.54	\$71.15	\$640.39
SED - Electrical Permits	814	4% of Fee	\$84,741.00	\$84,741.00	\$3,389.64	\$338.96	\$3,050.68
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	172	3.00	\$3,956.00	3,440.00	516.00	\$51.60	\$464.40
SED - License List	1	Variable	\$15.00	15.00	5.00	\$0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	35	3.00	\$2,205.00	2,205.00	105.00	\$10.50	\$94.50
SEDEXAM5 - Exam Application (\$5 fee)	11	5.00	\$1,430.00	1,430.00	55.00	\$5.50	\$49.50
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	1,449	\$2/variable	\$111,444.55	\$107,920.00	\$3,524.55	\$352.46	\$3,172.09
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	42	\$10.00	\$420.00	\$420.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	866	\$6.50	\$5,629.00	\$2,165.00	\$3,464.00	\$346.40	\$3,117.60

SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Online Certificate of Good Standing Credit Card	547		\$6.50	\$3,555.50	\$1,367.50	\$2,188.00	\$1,969.20	
SOS - Corporate Monthly Batch Service	4		\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$1,440.00	
SOS - Corporate Special Request(TPE)	17	Variable		\$330.00	\$165.00	\$165.00	\$148.50	
SOS - Corporate Special Request	5		\$15.00	\$75.00	\$37.50	\$37.50	\$33.75	
SOS - Corporate Images Subscriber	4,128		\$0.45	\$1,857.60	\$1,320.96	\$536.64	\$482.98	
SOS - Corporate Images Credit Card	3,228		\$0.45	\$1,452.60	\$1,032.96	\$419.64	\$377.68	
SOS - Corporate Bi-Monthly Batch Service	0		\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Corporate Weekly Batch Service	8		\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$1,080.00	
SOS - UCC Bi-Monthly Batch Service	0		500.00	\$0.00	0.00	0.00	\$0.00	
SOS - UCC Bulk Images	2		\$800.00	\$1,600.00	\$800.00	\$800.00	\$720.00	
SOS - UCC Weekly Batch Service	8		\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$1,080.00	
SOS - UCC Interactive Searches	5,657		\$4.50	\$25,456.50	\$19,799.50	\$5,657.00	\$5,091.30	
SOS - UCC Monthly Batch Service	3		\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$1,080.00	
SOS - UCC Special Request	1,045	Variable		\$2,090.00	\$1,045.00	\$1,045.00	\$940.50	
SOS - UCC Periodic Dump	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Debtor Location	0		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Continuation Filings	948		\$8.00	\$7,584.00	\$6,162.00	\$1,422.00	\$1,279.80	
SOS - UCC Original Filings	2,087		\$8.00	\$16,696.00	\$13,878.55	\$2,817.45	\$2,535.70	
SOS - UCC Electronic Amendments	451		\$8.00	\$3,608.00	\$2,931.50	\$676.50	\$608.85	
SOS - UCC Electronic Assignments	8		\$8.00	\$64.00	\$52.00	\$12.00	\$10.80	
SOS - UCC Electronic Collateral Amendments	104		\$8.00	\$832.00	\$676.00	\$156.00	\$140.40	
SOS - UCC Images	10,995		\$0.45	\$4,947.75	\$3,518.40	\$1,429.35	\$1,286.41	
SOS - UCC BatchSemi Monthly	2		\$500.00	\$1,000.00	\$500.00	\$500.00	\$450.00	
SOS - EFS Interactive Searches	806		\$4.50	\$3,627.00	\$2,821.00	\$806.00	\$725.40	
SOS - EFS Special Request	0		\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - EFS Continuations	140		\$8.00	\$1,120.00	\$910.00	\$210.00	\$189.00	
SOS - EFS Original Filings	232		\$8.00	\$1,856.00	\$1,508.00	\$348.00	\$313.20	
REV - Sales/Use Tax Permit Lists	34		\$5.50	\$187.00	\$0.00	\$187.00	\$168.30	
REV - Sales Tax Filings	0		\$0.25	\$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	
NBPA Renewals	734		5.00	\$89,665.00	\$89,665.00	\$3,295.00	\$2,965.50	
NREC - Real Estate Commission Services	0	3% of Fee		\$18,150.00	\$17,605.50	\$544.50	\$490.05	
E&A - Engineers & Architects License Renewal	5	5% of Fee		\$640.00	\$640.00	\$32.00	\$28.80	
E&A - Engineers & Architects Recip	29	5% of Fee		\$4,350.00	\$4,350.00	\$217.50	\$195.75	
Water Well Registrations	250	5% of Fee		\$21,030.00	\$19,557.90	\$1,472.10	\$1,324.89	
REV - Motor Fuels Tax Filing	495		\$0.25	\$123.75	\$0.00	\$123.75	\$111.37	
NDOA - Applicator permits	73	Variable		\$4,100.00	\$3,919.00	\$181.00	\$162.90	
NDOA - AGAERIAL_LICENSE	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - Measuring device	5	Variable		\$558.28	\$537.99	\$20.29	\$18.26	
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	3	Variable		\$542.08	\$536.83	\$5.25	\$4.72	
NDOA - AGSMALL_PACKAGE	2	Variable	\$	1,608.38	\$	1,575.00	\$	33.38
NDOA - AG_EURO_CORN	0	Variable	\$	-	\$	-	\$	0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$	602.33	\$	600.58	\$	1.75
NDOA - AGFIRM_REGISTRATION	1	Variable	\$	17.12	\$	15.00	\$	2.12
NDOA - AGGFAL_Renew	7	Variable		\$133.48	\$120.00	\$13.48	\$12.13	
NDOA - DAIRY/EGG/TURKEY	7	Variable		\$20,896.18	\$20,864.92	\$31.26	\$28.13	
NDOA - Grape/Potato	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - Food License Renewals	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGMILK_RENEW	1	Variable		\$155.49	\$150.00	\$5.49	\$4.99	
NDOA - AGPESTKELLY	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGPESTPROD_NEW	0	Variable		\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AG_CervineFacility Permit	1	Variable		\$25.75	\$25.00	\$0.75	\$0.67	
NDOA - AGACTNMRKT	34	Variable		\$38,155.25	\$38,094.00	\$61.25	\$55.12	

NDOA - AGNURSERY_RENEW	2	Variable	\$404.32	\$391.00	\$13.32	\$1.33	\$11.99
NDOA - AGNURSERY_STOCK	7	Variable	\$711.08	\$684.25	\$26.83	\$2.68	\$24.15
NDOA - AGPERMIT_SELLSEEDS	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	2	Variable	\$374.75	\$370.00	\$4.75	\$0.48	\$4.27
NDOA - AGPESTDEAL_NEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	255	Variable	7,214.97	6,745.00	\$469.97	\$47.00	\$422.97
OTC-Over the counter payment	14,174	Variable	\$2,511,195.61	\$2,468,206.49	\$42,989.12	\$4,298.91	\$38,690.21
OTC Billback	104	Variable			\$554.24	\$55.42	\$498.82
PropertyTax Payments	105	Variable	\$334,292.15	\$333,506.35	\$785.80	\$78.58	\$707.22
NDOL - Contractor Registration	1,173	Variable	\$53,275.90	\$49,750.00	\$3,525.90	\$352.59	\$3,173.31
NDOL_BOILER	26	Variable	\$1,847.00	\$1,769.00	\$78.00	\$7.80	\$70.20
NDOL_ELEVATOR	14	Variable	\$3,725.94	\$3,555.00	\$170.94	\$17.09	\$153.85
NDOL_OVR_PMT	58	Variable	\$9,500.87	\$9,324.60	\$176.27	\$17.63	\$158.64
NDOL_TAX_PMT	14	Variable	\$11,621.71	\$11,242.45	\$379.26	\$37.93	\$341.33
NEROADS - DOT Permits	11,268	Variable	\$284,139.00	\$264,420.00	\$19,719.00	\$1,971.90	\$17,747.10
NEROADS - NDOTPERMITS	59	Variable	\$1,353.25	\$1,260.62	\$92.63	\$9.26	\$83.37
State Patrol Crime Report	1,380	\$18.00	\$34,177.50	\$27,562.50	\$6,615.00	\$661.50	\$5,953.50
NSPCCW_Renew - NSP Conceal & Carry Permi	565	\$4.50	\$30,629.00	\$28,100.00	\$2,529.00	\$252.90	\$2,276.10
State Patrol Crime Report - Subscriber	492	Variable	\$7,563.00	\$6,291.30	\$1,271.70	\$127.17	\$1,144.53
Event Registration	285	10% of Fee	\$15,277.50	\$13,765.20	\$1,512.30	\$151.23	\$1,361.07
Sarpy_Stop	259	Variable	\$31,540.00	\$30,773.54	\$766.46	\$76.65	\$689.81
Medicaid & Long Term Care	111	\$1.75	\$8,001.00	\$8,001.00	\$194.25	\$19.43	\$174.82
Micellaneous Charge for Swipers	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	68,777	Variable	\$4,126.62	\$412.96	\$3,713.66	\$371.37	\$3,342.29
NBC_Inspections	224	Variable	\$32,048.95	\$32,048.95	\$0.00	\$0.00	\$0.00
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentregDH	646	variable	\$2,584.00	\$1,615.00	\$969.00	\$96.90	\$872.10
dhscentregLN-subscriber	4,441	variable	\$11,102.50	\$4,441.00	\$6,661.50	\$666.15	\$5,995.35
dhscentreg	2,385	\$1.50	\$8,292.00	\$4,735.50	\$3,556.50	\$355.65	\$3,200.85
dhscentregDHL	2,724	\$1.50	\$13,620.00	\$9,534.00	\$4,086.00	\$408.60	\$3,677.40
tests	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	979083		\$11,097,300.07	\$10,656,134.38	\$449,013.32	\$44,901.33	\$404,111.99

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	129,763	\$1.00	\$129,763.00	64,881.50	64,881.50	\$64,881.50
Court Records (Justice) Monthly	82	\$500.00	\$41,000.00	\$20,500.00	20,500.00	\$20,500.00
Court Records (Justice) Credit Card Searches	704	\$15.00	\$10,590.00	\$5,295.00	5,295.00	\$5,295.00
Court E-Filing	14,985	\$1.00	\$14,985.00	\$0.00	\$14,985.00	\$14,985.00
COURTAPELFILE	388	\$2.00	\$1,208.00	\$450.00	758.00	\$758.00
Courtjudge	130	\$50.00	\$6,500.00	\$0.00	\$6,500.00	\$6,500.00
Court Citations	6,085	Variable	\$807,408.71	\$790,180.56	17,228.15	\$17,228.15
Court Payments	2,317	Variable	\$678,458.87	\$667,919.50	10,539.37	\$10,539.37
Lobbyist Registration	2	\$0.05	\$400.00	\$400.00	20.00	\$20.00
OTC-Court payments	1	Variable	\$3.07	\$3.00	0.07	\$0.07
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	529	Variable	\$2,271.00	\$855.00	\$1,416.00	\$1,416.00

Scalesubscr	830	Variable	\$830.00	\$415.00	415.00	\$415.00
SUBTOTAL	155,817		1,693,467.65	1,550,924.56	142,563.09	142,563.09
\$36,659.25						

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			22,248.33	22,248.33	22,248.33
Subscriptions - New	470	50.00	23,500.00	23,500.00	23,500.00
- Renewals	1	50.00	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
SUBTOTAL			\$45,798.33	\$45,798.33	

Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,520	17.00	30,889.00	30,889.00	0.00
LCC -Tax Payments	32	variable	2,824,143.00	2,824,143.00	0.00
COURTEFILESUB	14,985	variable	\$399,354.00	\$399,354.00	0.00
COURTAPPTFILE	9	variable	\$450.00	\$450.00	0.00
WCCSUB	57	variable	\$855.00	\$855.00	0.00
SUBTOTAL	16,603		\$3,255,691.00	\$3,255,691.00	