

**NEBRASKA STATE RECORDS BOARD  
MEETING: March 7, 2018**

Nebraska State Capitol  
Room 1507  
Lincoln, NE  
March 7, 2018  
9:00 A.M.

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

State of Nebraska )  
Lancaster County ) SS.

**PUBLIC NOTICE**  
Notice is hereby given of a public meeting of the Nebraska State Records Board on Wednesday March 7, 2018 at 9:00 AM, Nebraska State Capitol, Room 1507, Lincoln, NE. The agenda, which is kept continually current, is available at the Office of the Secretary of State, Suite 2300, State Capitol, Lincoln, NE for public inspection during regular business hours.  
#734398 1t Feb 26 9128677

DAS - MATERIAL DIVISION - LEGALS  
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ORDER NUMBER 734398

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 February 26, 2018 and thereafter on \_\_\_\_\_, 20\_\_\_\_ and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

*Mary Weidman*

PUBLISHED ON: 02/26/2018

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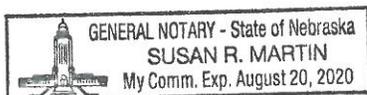
FILED ON: 2/26/2018

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

February 26, 2018

Susan R Martin Notary Public



## More Information About the Selected Activity

<b>Organization</b>	Nebraska State Records Board
<b>Activity</b>	Public Hearing
<b>Date of Activity</b>	Wednesday, 03/07/2018
<b>Time of Activity</b>	Meeting starts at 9:00 AM Central
<b>Last Updated</b>	Thursday, 09/07/2017
<b>Location</b>	Room 1507 State Capitol
<b>Details</b>	Quarterly Meeting
<b>Meeting Agenda</b>	<a href="https://staterrecordsboard.nebraska.gov/meetings">https://staterrecordsboard.nebraska.gov/meetings</a>
<b>Meeting Materials</b>	<a href="http://">http://</a>
<b>Person to Contact for Additional Information:</b>	
<b>Name</b>	Steven Chase
<b>Title</b>	Executive Director
<b>Address</b>	440 S. 8th St. Suite 210 Lincoln, NE 68508
<b>Telephone</b>	(402) 471-2745
<b>Fax</b>	(402) 471-2406
<b>E-Mail</b>	<a href="mailto:steven.chase@nebraska.gov">steven.chase@nebraska.gov</a>
<b>Agency Homepage</b>	<a href="http://www.sos.ne.gov">http://www.sos.ne.gov</a>

# NEBRASKA STATE RECORDS BOARD AGENDA

Nebraska State Capitol

Room 1507

Lincoln, NE

March 7, 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 December 13, 2017 meeting minutes
6. PUBLIC COMMENT
7. CONSIDERATION OF ONE OR MORE REQUESTS FOR PROPOSAL (RFPs)
  - a) **Action Item:** Consideration of issuing one or more RFPs for potential vendors to bid on the portal contract which is now nearing completion of year two of a three year contract.
  - b) **Action Item:** If Action Item 7a is APPROVED, the Executive Director is directed to:
    - 1) Initiate negotiations with the Office of the Chief Information Officer (OCIO) for an agreement to assist in developing one or more RFPs;
    - 2) Develop an estimate of probable costs for developing one or more RFPs including any service contracts with state agencies; AND,
    - 3) Act on behalf of the Board to plan and organize the steps to be taken to detail the process to develop one or more RFPs though an award to offer an Intent to Contract with the approved bidder.
8. CHAIRMAN'S REPORT
  - a) ANNUAL AUDIT OF NEBRASKA INTERACTIVE, LLC, 2016  
**Action Item:** Accept the receipt of the Ernst & Young annual audit report of Nebraska Interactive, LLC dated May 31, 2017 for the 2016 calendar year. **Tabled from December 13, 2017 meeting.**
  - b) AGREEMENTS & ADDENDA
    - 1) **Action Item: Addendum 12 (Regional Driver's License Service Center for DMV) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles.
    - 2) **Action Item: Addendum 13 (Regional Driver's License Service Center for counties acting as Agents of the State/DMV) To the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Motor Vehicles.

- 3) **Non-Action Item: Electronic Government Service Level Agreements** between Nebraska Interactive, LLC, the NE State Records Board, and the Village of Clarks, City of Crete, Lewis & Clark NRD, Platte County, and Village of Utica. Signed by Chairman Gale pursuant to Board Authority.
- 4) **Non-Action Item: Addenda (PinDebit-Local) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Village of Clarks, City of Crete, Lewis & Clark NRD, Platte County Treasurer, and the Village of Utica. Signed by Chairman Gale pursuant to Board Authority.
- 5) **Non-Action Item: Statement of Work** between Nebraska Interactive, LLC, the NE State Records Board and the Electrical Division (Meadowlark Website), Health & Human Services (Website Project), Lewis & Clark NRD (Meadowlark Website), and the Village of Walthill (Meadowlark Website). Signed by Chairman Gale pursuant to Board Authority.
- 6) **Non-Action Item: Addenda (Gov2Go) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Chief Information Officer and the Department of Motor Vehicles. Signed by Chairman Gale pursuant to Board Authority.
- 7) **Action Item: Addendum 1 (Online Storefront) to the Electronic Government Service Level Agreement** between Nebraska Interactive, LLC, the NE State Records Board and the Department of Transportation.

9. EXECUTIVE DIRECTOR REPORTS

- a) **Action Item:** NSRB Cash Fund Balance update
- b) Review of May 22, 2017 Outage Report
- c) Review of Project Status Reports – Executive Director

10. NEBRASKA INTERACTIVE REPORTS

- a) **Action Item:** Project Priority Report
- b) **Action Item:** 2018 Business Plan
- c) General Manager's Report
- d) Proposed General Manager's Dashboard for NSRB Website.

11. DATE FOR NEXT MEETING

June 13, 2018  
9:00 a.m.  
Room 1507  
Nebraska State Capitol

12. ADJOURNMENT

**Action Item:** Move to adjourn

Updated 3/5/2018



## NEBRASKA STATE RECORDS BOARD

### MINUTES

Meeting of December 13, 2017

#### **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 9:03 a.m. on December 13, 2017, 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;  
Lt. Gov. Mike Foley, representing the Governor;  
Craig Kubicek, representing the Auditor of Public Accounts;  
Byron Diamond, Director of Administrative Services  
Tony Ojeda, representing the Insurance Industry;  
Brenda Ealey, representing the Libraries;  
Leslie Donley, representing the Attorney General;  
Brian Buescher, representing the Legal Profession;  
Don Stenberg, State Treasurer;  
M. John Steier, representing the Banking Industry

Absent:

Greg Osborn, representing the General Public  
Angela Stenger, representing the Media

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  
Ed Toner, Chief Information Officer, Office of the Chief Information Officer (OCIO)  
Melody Benjamin, Vice President of Membership Services, Nebraska Cattlemen

**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 November 13, 2017, 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. Lt. Gov. Foley moved to adopt the Agenda as presented; seconded by Mr. Diamond.

Voting For:	Buescher	Diamond	Donley	Ealey	Gale
	Foley	Ojeda	Kubicek	Stenberg	Steier
Voting Against:	None				
Absent:	Osborn, Stenger				

The motion carried.

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

Chairman Gale asked for a motion to approve the minutes of the September 13, 2017 meeting. Mr. Ojeda moved to adopt the Minutes as presented; seconded by Lt. Gov. Foley.

Voting For:	Buescher	Diamond	Donley	Ealey	Gale
	Foley	Ojeda	Kubicek	Stenberg	Steier
Voting Against:	None				
Absent:	Osborn, Stenger				

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 7.a. Agreements & Addenda:**

**Agenda Item 7.a.1.** Mr. Chase introduced the Electronic Government Service Level Agreements between Nebraska Interactive, LLC (NI LLC), the Nebraska State Records Board,

and, the Village of Bee, City of Bridgeport, Board of Engineers & Architects, City of Fullerton, Hayes County, City of Hickman, Village of Howells, Johnson County, Village of Leigh, Pawnee County, Department of Revenue, Scottsbluff County, Department of Transportation and the Upper Loup Natural Resources District. All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.2.** Mr. Chase introduced the following Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the following entities: the Village of Bee (Addendum 1), City of Bridgeport (Addendum 1), Cass County Clerk (Addendum 3), City of Fullerton (Addendum 1), Hayes County Treasurer (Addendum 1), City of Hickman (Addendum 1), Village of Howells (Addendum 1), Johnson County Treasurer (Addendum 1), Village of Leigh (Addendum 1), Merrick County Treasurer (Addendum 1), Pawnee County Clerk (Addendum 2), Pawnee County Treasurer (Addendum 1), and the Upper Loup Natural Resources District (Addendum 1). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.3.** Mr. Chase introduced the following Event Registration Addenda to the Electronic Government Service Level Agreement between NI LLC, the Nebraska State Records Board and the Historical Society (Addendum 3), and the Commission on Deaf and Hard of Hearing (Addendum 1). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.4.** Mr. Chase introduced the following Real Estate Tax Payment Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and Pawnee County Treasurer (Addendum 3). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.5.** Mr. Chase introduced the following Citizen Payment processing Addenda to the Electronic Government Service Level Agreement between NI, LLC, the Nebraska State Records Board and the City of Hebron (Addendum 2). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.6.** Mr. Chase introduced the Statement of Work agreements with Nebraska Interactive, LLC, the Nebraska State Records Board and the following entities: the Athletic Commission (Meadowlark Website), and the Department of Education - Vocational Rehabilitation (Meadowlark Website). All agreements were signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.a.7.** Mr. Chase introduced the following Gov2Go Addenda to the Electronic Government Service Level Agreement between NI LLC, the Nebraska State Records Board and the following entities the Department of Agriculture, Commission for the Deaf and Hard of Hearing, Board of Geologist, Public Accountancy, and the State Patrol. The agreement was signed by Chairman Gale pursuant to Board authority.

**Agenda Item 7.b. ANNUAL AUDIT OF NEBRASKA INTERACTIVE, LLC, 2016**

The annual audit was provided to the Finance Subcommittee, which has reviewed the report in a meeting on December 1, 2017. Secretary Gale has appointed Mr. Tony Ojeda to the subcommittee to replace member Crystal Wichita. The subcommittee will meet again on December 15, 2017 for

further review of the audit. The Lt. Governor moved to table this matter until the next NSRB meeting, which was seconded by Treasurer Stenberg.

Voting For:	Buescher	Diamond	Donley	Ealey	Gale
	Foley	Ojeda	Kubicek	Stenberg	Steier

Voting Against: None

Absent: Osborn, Stenger

The motion carried.

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

**Agenda Item 8a. Cash Fund Balance:** Mr. Chase presented the Nebraska State Records Board Cash Fund Balance update for the third quarter of 2017. Mr. Chase indicated \$530,000.00 from the Cash Fund has been transferred as required under LB 327. An additional \$356,000.00 will be transferred on or before June 15, 2019. Mr. Chase said the Fund should be able to meet the 2019 requirements. Lt. Gov. Foley moved to adopt the Cash Fund Balance, which was seconded by Mr. Diamond.

Voting For:	Buescher	Diamond	Donley	Ealey	Gale
	Foley	Ojeda	Kubicek	Stenberg	Steier

Voting Against: None

Absent: Osborn, Stenger

The motion carried.

**Agenda Item 8.b. Nebraska State Patrol - Addendum 4 (Update):** Mr. Chase reported an update to the Board for the online concealed carry handgun permit renewal project. Since the program was launched on September 12, 2017, there has been 1225 online permit renewal applications filed in less than three months from 40 different states and three foreign countries. Mr. Hoffman noted, approximately 76 percent of all services relating to the renewal of permits are being performed online because of the new program.

**Agenda Item 8.c. Nebraska Department of Health and Human Services (NDHHS) - Addendum 1:** In 1998, NI LLC and NDHHS entered into an agreement approved by the NSRB in which it would provide online access to birth certificates. The agreement also had no portal fee because NDHHS was receiving a grant which was used to pay NI LLC; which would pay all merchant fees. In 2016, NDHHS's grant was discontinued but NI LLC has continued to pay the merchant fees without receiving a transaction fee. NI LLC continued to pay the merchant fees with the understanding that it would provide an updated solution for NDHHS and a new agreement would be signed with an established portal fee. However, NDHHS has decided not to contract with NI LLC and make a Request for Proposal (RFP). Brent Hoffman stated that NI LLC would like to start the process of either terminating Addendum 1 with NDHHS or finding another solution. Treasurer Stenberg indicated that even if the NDHHS made an RFP, it would still need to use the

state's credit card processor. Ed Toner, the CIO, indicated that any RFP or any project from NDHHS would need to be reviewed and approved by the OCIO. The Board indicated that it would consider this matter after further review by the OCIO.

**Agenda Item 8.d. Outage Report Update:** At the NSRB meeting on September 13, 2017, Nebraska Interactive presented conflicting information in the general manager's report regarding service issues and outages that occurred on Monday May 22, 2017 and Sunday, June 11, 2017. NI LLC has provided a response to these issues that has been forwarded to the office of the OCIO for review. The Executive Director has asked the OCIO to provide a written report for the next NSRB meeting. Mr. Toner indicated that the OCIO could not validate or disprove the outage times or transactions from the written report provided. However, the OCIO could review NI LLC's synthetic transactions (which is a common practice of generating a false transaction to show the website was operational) for the time periods in question to verify if the outage reports are correct. NI LLC has agreed to provide the synthetic transactions to the OCIO within a week of the meeting. The OCIO will then review the transactions and deliver its findings at the next NSRB meeting. Chairman Gale also requested that the Executive Director provide the Board members with a copy of the outage report.

**Agenda Item 8e. Review of Project Status Reports (PSRs):** As part of its efforts to review the status of NI LLC projects, the Executive Director will make quarterly inquiries to state and local agencies on the progress of such projects with NI LLC. The Executive Director has schedule regular PSR review meetings with the OCIO, which will be in addition to monthly meetings with the Executive Director, the OCIO and NI LLC. The OCIO will also receive the biweekly PSRs as part of its review. It is important to note that the PSRs are different than the Project Priority Reports in that the PSRs are internal documents as to the progress and status of a project. Mr. Diamond indicated that the Project Priority Report and the PSRs could be summarized better to serve the Board in providing information on both the priority and status of projects. Chairman Gale suggested that Mr. Diamond meet with the OCIO, NI LLC, and the Executive Director to devise revised reports for the Board.

A break occurred at 10:30 a.m. The meeting resumed at 10:40 a.m.

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

**Agenda Item 9.a. Project Priority Report:** Mr. Hoffman presented the updated priority report for the third quarter of 2017. Mr. Chase then raised the question of whether the PSRs should continue to be added to the General Managers Report now that the PSRs are being reviewed monthly by the Executive Director and the OCIO. Mr. Hoffman agreed that the PSRs would not be necessary and could be replaced by revised reports along with information provided through the Board's website. The Chairman agreed that it no longer needs the PSRs attached to the General Manager's report and assigned Mr. Diamond, Mr. Toner, Mr. Hoffman and Mr. Chase to review this matter and report its findings to the board at the next meeting. Ms. Donley moved to adopt the Project Priority Report, which was seconded by Mr. Diamond.

Voting For:	Buescher	Diamond	Donley	Ealey	Gale
	Foley	Ojeda	Kubicek	Stenberg	Steier

Voting Against:	None
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Absent:	Osborn, Stenger
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The motion carried.

**Agenda Item 9.b. General Manager’s Report:** Mr. Hoffman updated the Board on the Nebraska Department of Motor Vehicles (NDMV) award-winning website as well as other new applications. Mr. Hoffman also spoke of NI LLC’s revenue and expenses. He indicated that NI LLC’s revenue increased by five percent but its expenses grew by six to seven percent. The expense increase was the result of hiring more staff and the recent relocation of NI LLC’s offices.

**Agenda Item 9.c. Nebraska Brand Committee (NBC) – Mobile Inspection Project – Addendum 4:** Mr. Hoffman stated that the inspection part of the project went live on December 1, 2017 and were receiving payments electronically. Mr. Chase attended the first NBC Inspector training in Kearney, Nebraska on December 8, 2017. He reported that this was one of four training sessions for inspectors across Central and Western Nebraska. More inspectors will be allowed to perform work in the field. The NBC will require that all inspectors perform all inspections electronically within the next 45 to 60 days. According to Mr. Hoffman, other issues such as completing the Brandabetical categorization system, the sale barns and feed lots are not complete. He also indicated that the whole project may not be complete until July 1, 2018; one year after the date stated in Addendum 4. Mr. Hoffman indicated that NI LLC is committed to completing the project, even though the scope of the project has expanded. Appearing on behalf of the Nebraska Cattlemen’s Association was Melody Benjamin, who said her association was supportive of this project because it is the first large modernization project in the industry in over 70 years.

**Agenda Item 10. DATE FOR NEXT MEETING**

Chairman Gale announced the next NSRB meeting will be held on March 7, 2018, at 9:00 a.m., in Room 1507 of the State Capitol.

**Agenda Item 11. ADJOURNMENT**

Mr. Ojeda moved to adjourn the meeting, which was seconded by Treasurer Stenberg. All members present signified their agreement by saying “aye”. Chairman Gale declared the meeting adjourned at 11:50 a.m.

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

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Date

From the Kansas City Business Journal:

<https://www.bizjournals.com/kansascity/news/2018/02/01/olathe-company-loses-big-state-client.html>

## Olathe company loses big state client

Feb 1, 2018, 6:03pm CST

NIC Inc., an Olathe-based provider of information services for government, lost one of its biggest clients.

In a Thursday earnings call, CEO Harry Herington announced that the Lone Star State opted not to renew NIC (Nasdaq: EGOV) for the management of Texas.gov. The company will continue to provide payment processing services for the state but no longer will oversee portal operations, development and maintenance services.

"While we are very disappointed we did not secure both pieces of the procurement, we look forward to delivering outstanding payment processing services to the state for many years to come," Herington said in a transcript of the company's fourth-quarter earnings call. "Our current contract for the state of Texas runs through the end of August, so our Texas operations and the associated revenue we are currently generating will not change overnight."

Peter Heckmann, senior vice president and senior research analyst for D.A. Davidson Cos., wrote in a research note that the contract accounted for 20 percent of the NIC's 2016 revenue. He expected NIC would lose \$58 million to \$62 million of the estimated \$68 million the contract brought in last year.

NIC reported total revenue of \$336.5 million for fiscal 2017; portal revenue accounted for most of that (about \$311 million).

"Texas is the 6th state to make major changes in their contract with NIC in the last five years," Heckmann wrote. "It is difficult not to conclude there is a major shift in state's practices at hand."

Herington said he would not provide guidance for the coming fiscal year until after the company finalizes negotiations with states in March. With other state re-bids approaching, Heckmann does not anticipate revenue and earnings growth in the next year.

But COO Robert Knapp took a different tack on the IGS (interactive government services) segment of NIC's business.

"I would just initially state we see as much opportunity in states with IGS as we've ever seen," he said. "And so certainly the opportunity for that growth is there."



ANDREW GRUMKE

Harry Herington is CEO of Olathe-based NIC Inc.

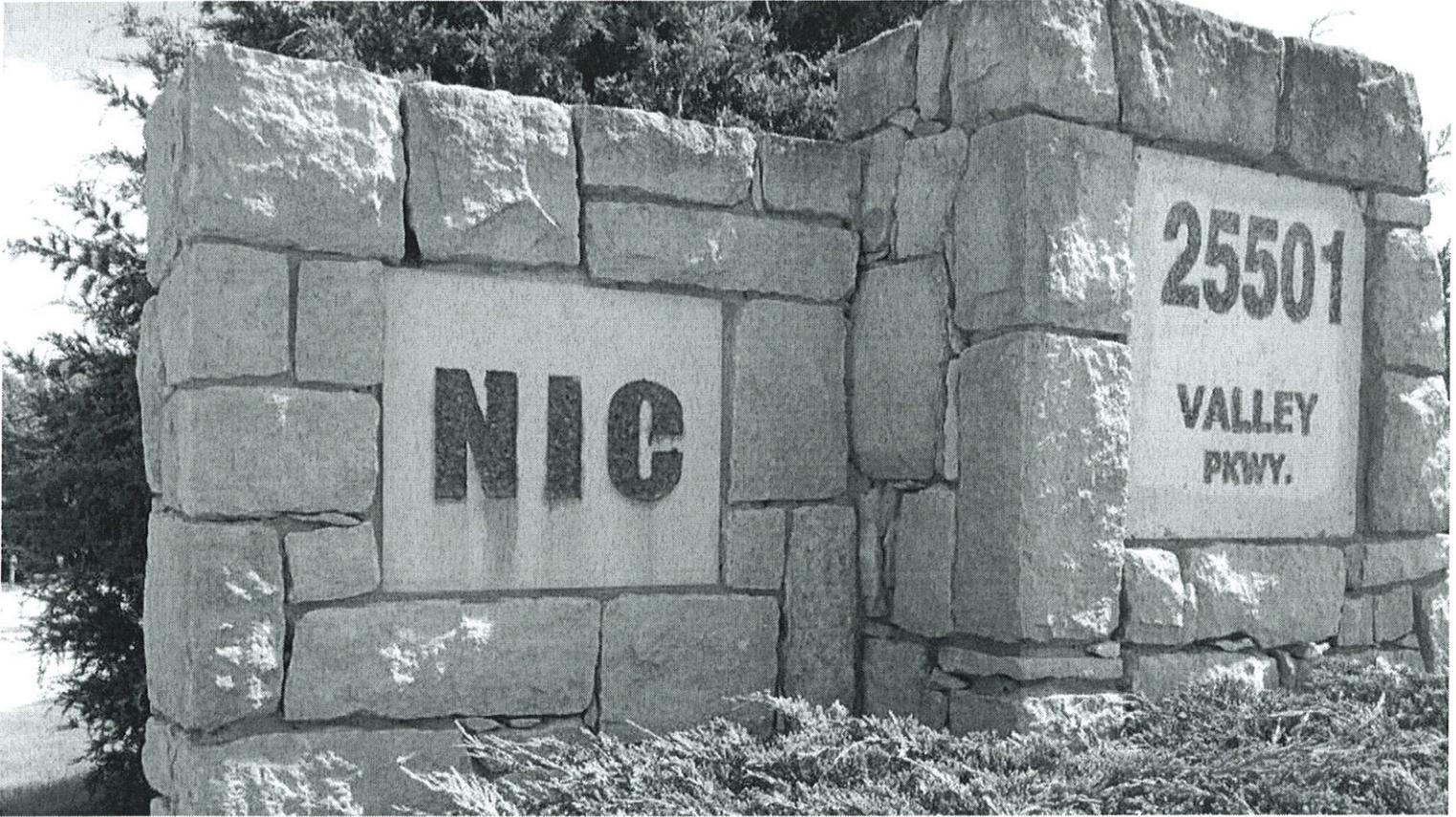
NIC's stock dropped after the earnings were released, from \$16.75 at market close Wednesday to \$13.30 at market close Thursday, a 21 percent decline. (Get a live NIC stock quote [here](#).)

**Elise Reuter**

Reporter

*Kansas City Business Journal*





*Kansas City Star 2-1-18*

BUSINESS

## Olathe company's stock plunges 20 percent after its biggest customer decides to walk

BY MARK DAVIS  
[mdavis@kcstar.com](mailto:mdavis@kcstar.com)

February 01, 2018 03:10 PM

Olathe-based NIC Inc. shares plunged 20 percent Thursday in the wake of news the company is losing its biggest customer — Texas.

NIC, which makes and runs websites for governments including Kansas and many other states, reported in a filing with the Securities and Exchange Commission that it will lose Texas' website business when its current contract expires this August.

"NIC has been informed by representatives of the state of Texas," the filing said in part, that it "has not been selected to negotiate a contract to provide the portal operations, maintenance and development services" in the future. Texas did pick NIC to negotiate a deal to provide payment processing services for the state.

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The difference is critical, according to a report from analyst Pete Heckmann with D.A. Davidson & Co.

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“While not disclosed, we believe NIC stands to lose roughly \$58 million-\$62 million of the \$68 million that we estimate this contract generated for the company in 2017,” Heckmann wrote in a note to clients.

Heckmann said Texas likely will generate only about \$10 million of revenues for NIC per year by the end of this year.

Texas, he wrote, has been the company’s largest client and accounted for about 20 percent of revenues.

NIC shares were down \$3.35 at \$13.25, a decline of 20.2 percent, near the end of trading Thursday.

Heckmann also wrote that five other states have made what he called “major changes” in their NIC contracts in the last five years. He said it means no revenue and earnings growth at NIC before 2020.

“It is difficult not to conclude there is a major shift in state’s practices at hand,” Heckmann’s note said.

A company spokeswoman said officials would not discuss the Texas contract as it still is in negotiation.

NIC’s filing included a copy of the company’s fourth-quarter earnings release, but the release provided no information about the Texas contract. The SEC filing said the company disclosed the Texas news separately only because of “extensive interest” in the situation.

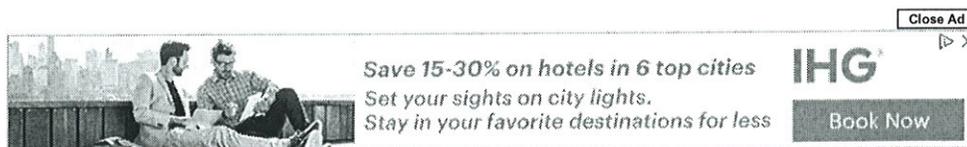
CEO Harry Herington, during a conference call with analysts Wednesday, cautioned that the company is barred by Texas’ contract request from discussing the situation until the contract negotiations are complete. He declined to answer analysts questions about it.

“We do not want to be disqualified from the payment processing procurement negotiations,” Herington said.

The current Texas contract runs through August, which means NIC revenues under the existing agreement will continue for now.

Mark Davis: 816-234-4372, @mdkcstar

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

This Addendum Twelve to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Department of Motor Vehicles (NDMV) 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 NDMV has authority to assess and collect the fees described herein. The purpose of Addendum Twelve is to codify existing service provided by Nebraska.gov to the NDMV for Addendum Two and Addendum Ten and include PIN Debit payments.

**Project:** Regional Driver’s License Service Center for NDMV

**Revenue Type:** Instant Access

**Implementation:** 2018

<b>Service</b>	<b>NDMV Fee</b>	<b>Nebraska.gov Portal Fee</b>	<b>NSRB Share</b>
<b>State identification card, operator’s permit, or operator’s license order/renewal/duplicate) Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$1.25	10% of Nebraska.gov Portal Fee
<b>Ignition Interlock Permit order/renewal/duplicate Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$3.00	10% of Nebraska.gov Portal Fee
<b>Commercial Driver License Renewal Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$4.00	10% of Nebraska.gov Portal Fee
<b>Commercial Driver License Replacement Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$1.25	10% of Nebraska.gov Portal Fee

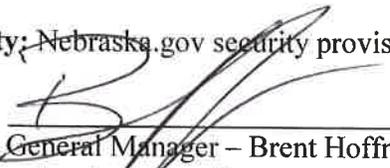
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 80 swipe devices Magtek DynaPads
- Partner purchases N/A swipe devices of N/A
- Not applicable

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

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

Date: 2/8/18

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

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

By:   
\_\_\_\_\_  
Director – Rhonda Lahm  
Department of Motor Vehicles

Date: 7 February 2018

## Summary

### Department of Motor Vehicles

#### Addendum Twelve

**Project:** Over the Counter Payment Processing

**Current Process:**

Currently, the Nebraska Department of Motor Vehicles (NDMV) uses their back-end system (AS-400) to access information and issue licensing documents. NDMV accepts checks or cash – some counties use card swipe devices, but do not use the same vendor for all swipe devices, nor does the payment information sync with the AS-400. When looking for records of these transactions, reports are created and pulled using the AS-400. The NDMV is currently sunsetting the AS-400 for these business processes.

**Project Overview/Proposal:**

The NDMV will be able to use a web-based interface to scan or key entry a certificate number. Nebraska.gov will use a NDMV web service to access information and submit payment data. The system will allow for multiple payment methods including Credit/Debit Card, cash, and vouchers. NI will integrate its payment application, Common Checkout Page (CCP), using certified swipe devices and features that allow for a smooth over the counter transaction.

At the end of the day, the user will be able to enter the various amounts of legal tender (i.e. bills and coins) to reconcile their cash drawer against the amount of cash transactions throughout the day. The amount of variance, if any, will display the user. Once the user is completed with this, they will be able to finish and print this information to give to their reporting manager.

Users will be able to create and pull reports based on specified dates, license types, transactions per clerk, and types of payments which will be able to be broken down by all payments. Once the report is created, they will be exported as Comma Separated (CSV) files for the user.

**Market Potential/Target Audience**

DMV OTC Payment Processing	YR 1	YR 2	NI Gross Totals	2 YR Partner Fee	2 YR Gross - Project Cost	2 YR Merchant Fees	2 YR NI Merchant Cost	2 YR NSRB Share	2 YR Net Revenue
Project Hours	340		340						
Ongoing Project Work & Maintenance		68	68						
Total Project Cost	\$42,500	\$8,500	\$51,000						
Swiper Cost		\$24,730	\$24,730						
Est. Market Potential	200	250,000	250,200						
Adoption %	45%	45%							
Adoption #	90	60,000	60,090						
Avg Transaction Amt	25	25	25						
Revenue @ \$1.25	\$113	\$75,000	\$75,113	\$1,502,250	-\$618	\$39,276	\$33,125	\$7,511	-\$1,977

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

To calculate payment, Nebraska.gov evaluated over-the-counter payments collected by Sarpy County using Payport. Although this standalone service does not offer the benefit of syncing payment data to the NDMV systems, it provides NI with total dollars transacted and the number of transactions. Based on this, it was found that the average transaction amount is \$25.00; the portal fee has been calculated with this average as a basis. Current online portal fees that Nebraska.gov has developed with NDMV involving Driver's license services are listed below:

<b>Public Online Driver Licensing Services</b>	<b>Online Driver's License Renewal</b>	<b>Commercial Driver's License Renewal</b>	<b>Commercial Driver's License Replacement</b>
\$1.25	\$1.25	\$4.00	\$1.25

To keep consistent with our current suite of services, Nebraska.gov proposed a \$1.25 portal fee. This does not encourage or discourage users from doing business online versus over-the-counter.

Additionally, the added cost of the swipe devices provided by Nebraska.gov has been added to the payment table listed in Market Potential/Target Audience. FD-40s at \$250.00 and Magtek Dynapads at \$110.00 – the amount of each of these is reflected in the addendum above.

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

This will be an administrative interface used by all Treasurers and Examiners throughout the Driver's License Service locations in Nebraska. This system will be rolled out in multiple phases – onboarding counties based upon the NDMV launch schedule.

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

NI would begin to recover in the third year of this service.

**Nebraska.gov investment in this application (any costs incurred):**

Nebraska.gov assumes all the upfront costs and investments associated with these projects. There is no guarantee that anyone will use the services developed and no guaranteed rate of return.

**Nebraska.gov risk (in providing this service):**

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

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

This Addendum Thirteen to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Department of Motor Vehicles (NDMV) 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 NDMV has authority to assess and collect the fees described herein. The purpose of Addendum Thirteen is to codify existing service provided by Nebraska.gov to the NDMV for Addendum Two and Addendum Ten and include PIN Debit payments for counties acting as agents of the State.

**Project:** Regional Driver’s License Service Center for counties acting as agents of the State / NDMV

**Revenue Type:** Instant Access

**Implementation:** 2018

<b>Service</b>	<b>NDMV Fee</b>	<b>Nebraska.gov Portal Fee</b>	<b>NSRB Share</b>
<b>State identification card, operator’s permit, or operator’s license order/renewal/duplicate) Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$1.25	10% of Nebraska.gov Portal Fee
<b>Ignition Interlock Permit order/renewal/duplicate Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$3.00	10% of Nebraska.gov Portal Fee
<b>Commercial Driver License Renewal Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$4.00	10% of Nebraska.gov Portal Fee
<b>Commercial Driver License Replacement Credit Card Electronic Check PIN Debit</b>	Full statutory/assessed fee charged by Partner	\$1.25	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):

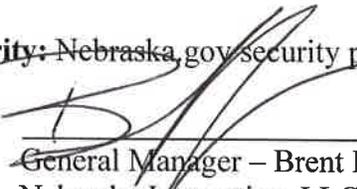
State-Selected Processor

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

**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 40swipe devices FD-40s.
- Partner purchases N/A swipe devices of N/A
- Not applicable

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

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

Date: 7/8/18

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

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

By:   
\_\_\_\_\_  
Director – Rhonda Lahm  
Department of Motor Vehicles

Date: 7 July 2018

## Summary

### Department of Motor Vehicles

#### Addendum Thirteen

**Project:** Over the Counter Payment Processing

**Current Process:**

Currently, the Nebraska Department of Motor Vehicles (NDMV) uses their back-end system (AS-400) to access information and issue licensing documents. NDMV accepts checks or cash – some counties use card swipe devices, but do not use the same vendor for all swipe devices, nor does the payment information sync with the AS-400. When looking for records of these transactions, reports are created and pulled using the AS-400. The NDMV is currently sunsetting the AS-400 for these business processes.

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## 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>	NSRB Chairman <u>Signature</u>
Clarks, Village of	01/22/2018
Crete, City of	01/29/2018
Lewis & Clark NRD	01/22/2018
Platte County	12/22/2017
Utica, Village of	12/22/2017

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

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Clarks, Nebraska  
P.O. Box 132  
Clarks, NE 68628  
Phone: 308-548-2412  
Fax:  
Email: [clerk@clarks.net](mailto:clerk@clarks.net)

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect

funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all

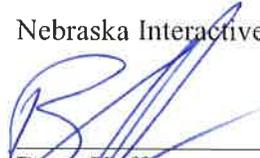
intellectual property rights therein. All content and all State Property, data and information furnished by Partner to Manager shall remain property of Partner. .

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

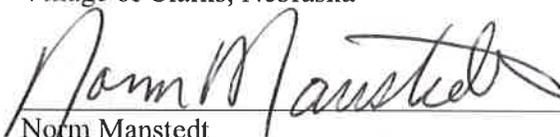
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Village of Clarks, Nebraska

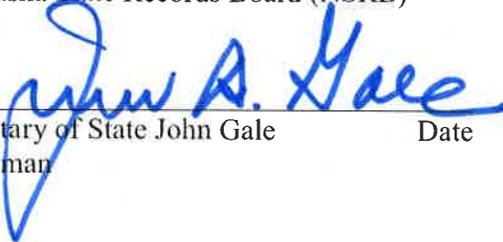
  
\_\_\_\_\_  
Brent Hoffman  
General Manager

12/21/17  
Date

  
\_\_\_\_\_  
Norm Manstedt  
Chairman of the Board of Trustees

Date

Nebraska State Records Board (NSRB)

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

1122118  
Date

**Electronic Government Service Level Agreement  
with  
City of Crete, 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 Crete, 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 Crete, Nebraska  
243 East 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-4313  
Fax: 402-826-4334  
Email: [jerry.wilcox@crete.ne.gov](mailto:jerry.wilcox@crete.ne.gov)

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) Return/Chargeback – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect

funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all

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

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

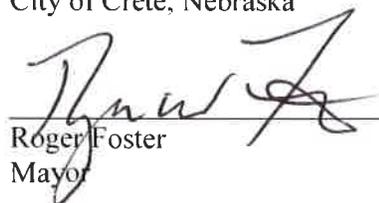
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

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

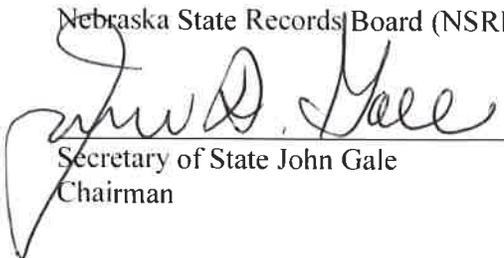
1/15/18  
Date

City of Crete, Nebraska

  
\_\_\_\_\_  
Roger Foster  
Mayor

1/16/18  
Date

Nebraska State Records Board (NSRB)

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

1/29/18  
Date

**Electronic Government Service Level Agreement  
with  
Lewis and Clark Natural Resources District, Nebraska**

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Lewis and Clark Natural Resources District, Nebraska  
P.O. Box 518  
Hartington, NE 68739  
Phone: 402-254-6758  
Fax: 402-254-6759  
Email: [lcnrnd@hartel.net](mailto:lcnrnd@hartel.net)

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
- 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  
Date 12/29/17

Lewis and Clark Natural Resources District,  
Nebraska

  
\_\_\_\_\_  
Annette Sudbeck  
General Manager  
Date 12/22/17

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State John Gale  
Chairman  
Date 1/22/18

**Electronic Government Service Level Agreement  
with  
Platte 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 Platte 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: Platte County, Nebraska  
2610 14<sup>th</sup> Street, #5  
Columbus, NE 68601  
Phone: 402-563-4913  
Email: [pctreas@megavision.com](mailto:pctreas@megavision.com)

Mailing Address: General Manager/Portal Manager  
301 S 13, Suite 301  
Lincoln, NE 68508

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

- d) ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) Credit Card and Electronic Check Payments through State-Selected Processor – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) Credit Card and Electronic Check Payments through Manager-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) Return/Chargeback – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) Refunds – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect

funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.

- vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) SEVERABILITY – If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all

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

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

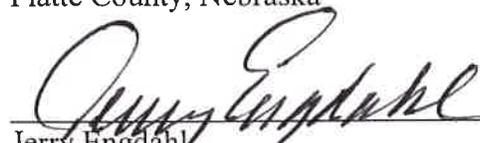
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Platte County, Nebraska

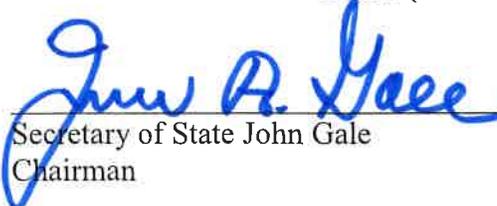
  
\_\_\_\_\_  
Brent Hoffman  
General Manager

11/22/17  
Date

  
\_\_\_\_\_  
Jerry Engdahl  
Chairman of the Board

11-14-17  
Date

Nebraska State Records Board (NSRB)

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

12/22/17  
Date

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

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

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

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

WHEREAS, Manager desires to extend Master Contract services to Partner.

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

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

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

Mailing address: Village of Utica, Nebraska  
P.O. Box 158  
Utica, NE 68456-0158  
Phone: 402-534-4237  
Fax:  
Email: [uticanebraska1@gmail.com](mailto:uticanebraska1@gmail.com)

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

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

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

8) TERMINATION OF CONTRACT –

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

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

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

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

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

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

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

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

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

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

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b) SWIPE HARDWARE PROVISION AND SUPPORT

i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.

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

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

i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;

ii) Supply reports to the Partner in an understandable and logical format; and

iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
  - i) **Credit Card and Electronic Check Payments through State-Selected Processor** – Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
  - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
  - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner

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

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

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

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

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

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

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

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

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

19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

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

- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed to be an Electronic Service under the terms of the Master Contract. Custom developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Paragraph S of Addendum Two to Contract Award of the Master Contract, Manager, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21) GOV2GO TERMS – If Partner has chosen for Manager to utilize Gov2Go Platform (as defined below) in the performance of Manager’s services hereunder, the following terms apply.
- a) “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b) The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c) The services authorized to be provided hereunder include services provided directly by Manager or provided through hardware, software and network infrastructure hosted by Manager, its affiliates or service providers, to: (1) connect Partner’s designated systems and/or data sources to the Gov2Go Platform, (2) facilitate access to Partner information and sites through the Gov2Go Platform, (3) facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform, (4) authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable, (5) process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and (6) manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services. The services also include such other digital services as may be from time to time developed by the Manager or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - d) Partner Intellectual Property – All intellectual property developed by or provided by Partner under this Agreement (the “Partner Intellectual Property”) shall remain the sole and exclusive property of the Partner, and Partner shall exclusively have all ownership thereto and all intellectual property

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

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

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

Nebraska Interactive, LLC (Manager)

Village of Utica, Nebraska

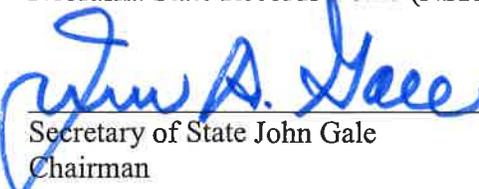
  
\_\_\_\_\_  
Brent Hoffman  
General Manager

12/12/17  
Date

  
\_\_\_\_\_  
Don Olson  
Mayor

11-30-17  
Date

Nebraska State Records Board (NSRB)

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

12/22/17  
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**

Clarks, Village of	Addendum 1	01/22/2018
Crete, City of	Addendum 1 (revised)	01/16/2018
Lewis & Clark NRD	Addendum 1	01/22/2018
Platte County Treasurer	Addendum 1	12/22/2017
Utica, Village of	Addendum 1	12/22/2017

**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:

- Clarks, Village of
- Crete, City of
- Lewis & Clark NRD
- Platte County Treasurer
- Utica, Village of

**Market Potential/Target Audience:**

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

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

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

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

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

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

**Expected rate of return over a period of time:**

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

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

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

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

**NI's risk in providing this application:**

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

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

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

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

Service	Village of Clarks, 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

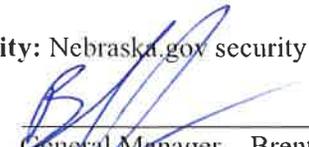
- Nebraska.gov-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[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):

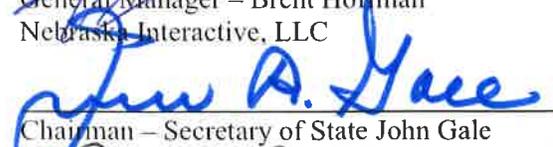
Nebraska.gov purchases XX swipe devices of make/model

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

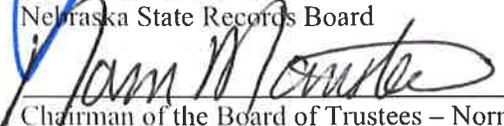
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 12/29/17

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

Date: 1/22/18

By:   
 Chairman of the Board of Trustees – Norm Manstedt  
 Village of Clarks, Nebraska

Date: 12-28-17

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

**Project: PayPort** for the City of Crete, Nebraska

**Revenue Type:** Instant Access

**Implementation:** 2018

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

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

State-Selected Processor

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

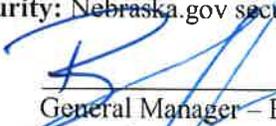
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

Nebraska.gov purchases XX swipe devices of make/model

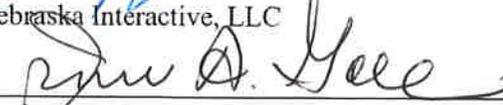
Partner purchases XX swipe devices of make/model

- Not applicable

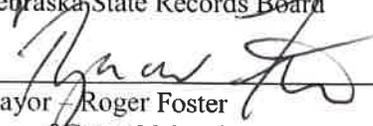
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 1/19/18

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

Date: 1/29/18

By:   
Mayor Roger Foster  
City of Crete, Nebraska

Date: 1/16/18

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

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

**Project: PayPort** for the Lewis and Clark Natural Resources District, Nebraska

**Revenue Type: Instant Access**

**Implementation: 2017**

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

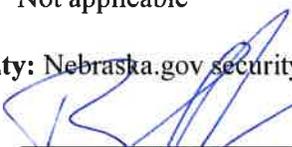
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

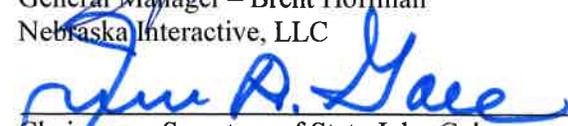
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

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

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 12/29/17

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

Date: 1/22/18

By:   
 General Manager – Annette Sudbeck  
 Lewis and Clark Natural Resources District, Nebraska

Date: 12/22/17

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

**Project:** PayPort for Platte County Treasurer, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2017

Service	Platte County Treasurer, 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)

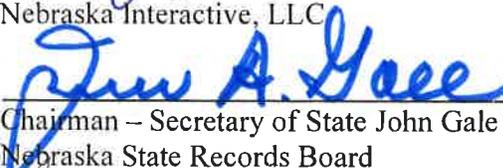
[OPTIONAL PROVISION] **Integrated Hardware Provision:** “Swipe” Hardware will be serviced and maintained by Nebraska.gov in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- Nebraska.gov purchases 2 swipe devices of MAGTEK/Dynapad
- Partner purchases XX swipe devices of make/model
- Not applicable

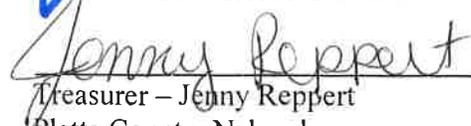
**Security:** Nebraska.gov security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 11/22/17

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

Date: 12/22/17

By:   
Treasurer – Jenny Reppert  
Platte County, Nebraska

Date: 11-14-17

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

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

**Project:** PayPort for the Village of Utica, Nebraska  
**Revenue Type:** Instant Access  
**Implementation:** 2017

Service	Village of Utica, 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

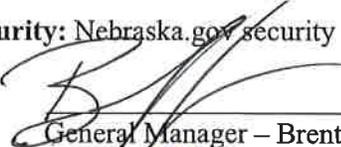
**Payment Processing:** Nebraska.gov will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- 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 MAGTEK/DynaPad
- Not applicable

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

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 12/12/17

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

Date: 12/22/17

By:   
 Mayor – Don Olson  
 Village of Utica, Nebraska

Date: 11-30-17

## **Summary List Statement of Work**

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

<b><u>NEW STATEMENT OF WORK</u></b>		<b><u>NSRB Chairman Signature</u></b>
Electrical Division	Meadowlark Website	02/08/2018
Health & Human Services	Website Project	02/08/2018
Lewis & Clark NRD	Meadowlark Website	12/21/2017
Village of Walthill	Meadowlark Website	02/14/2018

STATE ELECTRICAL DIVISION  
RECEIVED  
JAN 26 2018

## Statement of Work

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### New Nebraska State Electrical Division Meadowlark Website

#### Nebraska State Electrical Division (SED)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 1/17/2018

This Statement of Work (“SOW”) is issued pursuant to the State of Nebraska Contract 69584-O4 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](mailto:ne-support@nicusa.com)

**Phone:** 402-471-7810

**Fax:** 402-471-7817

## Partner Information

### Partner Description

Nebraska Statutes governing electrical licensing and inspection are known as the Nebraska State Electrical Act, Sections 81-2101 through 81-2143. The Nebraska State Electrical Division (also known as the Electrical Board) rules consist of 19 promulgated rules adopted by the Board to enable it to carry out its mission of public safety through electrical licensing and inspection. The current State Electrical Division website was launched in 2011 and is not mobile responsive.

#### Partner Executive Sponsor

Kevin Booker

402-360-0655

[Kevin.booker@nebraska.gov](mailto:Kevin.booker@nebraska.gov)

#### Partner Project Manager Contact

Melissa Hamilton/Mike Bouwens

402-471-1358/402-471-3506

[melissa.hamilton@nebraska.gov](mailto:melissa.hamilton@nebraska.gov)/[mike.bouwens@nebraska.gov](mailto:mike.bouwens@nebraska.gov)

#### Partner Billing Contact

Melissa Hamilton

402-471-1358

[melissa.hamilton@nebraska.gov](mailto:melissa.hamilton@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://electrical.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: 104 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, re-template, or build any existing web applications or databases into the new Meadowlark website. This includes the following applications:
  - [Request a Homeowner Electrical Permit](#)
  - [Request a Contractor Electrical Permit](#)
  - [Order a list of Electrical Licenses](#)
  - [Search Electrical Licenses](#)
  - [Search Electrician Continuing Education Hours](#)
  - [Request an Inspection from an Electrical Inspector](#)
  - [Apply for an Electrical Apprentice Registration](#)
  - [Apply for Electrician Exam](#)
  - [Renew an Electrical License](#)
  - [Apply for an Electrician Registration or License](#)
  - [Multi-State Electrical Licensing Agreement](#)
  - Event Registrations -
    - <https://events.eqov.com/eventreg/NE/event.htm?name=geringcodeclass>
    - <https://events.eqov.com/eventreg/NE/event.htm?name=+grandislandcodeclass1>
    - <https://events.eqov.com/eventreg/NE/event.htm?name=lincolncodeclass>
    - <https://events.eqov.com/eventreg/NE/event.htm?name=norfolkcodeclass>
    - <https://events.eqov.com/eventreg/NE/registrant.htm?action=new&event=northplattecodeclass>
    - <https://events.eqov.com/eventreg/NE/event.htm?name=omahacodeclass>

### 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: August 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: Kevin Booker – Nebraska State Electrical Division  
521 South 14<sup>th</sup> Street, Suite 400  
PO Box 95066  
Lincoln, NE 68508-2707  
Phone: 402-471-3550  
Fax: 402-471-4297  
Email: kevin.booker@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	Cost Estimate
1	Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	104 hours	\$2,080.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	\$416.00 /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	\$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.

**5.1.1 Rate(s) (Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract)**

Description	Quantity	Unity of Measure	Unit Price	Extended Price
NI Discount of 75% of Project Hours	78	N/A	\$0.00	\$0.00
Designer	26	Hour	\$2,080.00	\$416.00

Resource: <http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/69584%28o4%29awd.pdf>

**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. Holtz  
Print Name  
[Signature] 2/19/18  
Signature Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

John A. Gale  
Print Name  
[Signature] 2/8/18  
Signature Date

Nebraska State Electrical Division  
Authorized Party

Kevin Booker  
Print Name  
[Signature] 1-29-18  
Signature Date

## Statement of Work

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### Nebraska Department of Health and Human Services Website Project

### Nebraska Department of Health and Human Services (DHHS)

Manager: Nebraska Interactive, LLC

Project Manager: Ashly Eickmeier

Date: 11/29/2017

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](mailto:ne-support@nicusa.com)

Phone: 402-471-7810

Fax: 402-471-7817

## Partner Information

### Partner Description

The Department of Health and Human Services team contributes to the lives and health of Nebraskans every day. The DHHS mission, "Helping people live better lives," provides the motivation to make a difference. DHHS is Nebraska's largest state agency, responsible for nearly one-third of state government in terms of employees and budget.

Some DHHS programs impact all Nebraskans; for example, DHHS educates and protects people through public health activities like ensuring clean and safe drinking water and license and certify all health care professionals. DHHS also touches our state's most vulnerable citizens. DHHS services assist the elderly, low income and those with disabilities; and provide safety to abused and/or neglected children and vulnerable adults; and thousands of Nebraskans rely on the services of our ten 24-hour facilities.

The existing DHHS website was launched in 2011, is not mobile-friendly, and was built using the Microsoft SharePoint Content Management System to manage and maintain the website. Nebraska Interactive worked on creating the new website in Meadowlark.

### Partner Executive Sponsor

Courtney Phillips, Chief Executive Officer

402-471-9433

[courtney.phillips@nebraska.gov](mailto:courtney.phillips@nebraska.gov)

### Partner Project Manager Contacts

Greg Votava

402-471-4612

[greg.votava@nebraska.gov](mailto:greg.votava@nebraska.gov)

Kathie Osterman

402-471-9313

[kathie.osterman@nebraska.gov](mailto:kathie.osterman@nebraska.gov)

### Partner Billing Contact

Mike Wight

402-471-3486

[mike.wight@nebraska.gov](mailto:mike.wight@nebraska.gov)

## 2 Project Overview

### 2.1 Objectives

Nebraska Interactive spent 100 hours creating website mockups, content strategy, and user surveys for the new DHHS website

### 2.2 Scope

#### 2.2.1 Inclusions

- Nebraska Interactive provided the Partner with 27 homepage desktop mockups.
- Nebraska Interactive worked with DHHS to create a user survey to gain and understanding of what the public and internal staff wanted from the new website.
- Nebraska Interactive reviewed the survey results and existing website analytics.
- Nebraska Interactive researched other state Health and Human Services popular trends and features that the Partner wanted to implement on their new website.

#### 2.2.2 Exclusions

## 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

- June 2015 – initial contact with DHHS about building a new website in Meadowlark
- September 2015 – created project timeline
- November 4, 2015 – Carmen and Ashly did a Meadowlark demo Courtney and Senior staff members at their Senior Staff Meeting
- December 2015 – NI began creating mockups for the new DHHS website (created over 27 mockup versions over 6 months)
- January 2016 – NI worked with DHHS to craft a user survey to gain an understanding of what the public and internal staff wanted from the new website. This also included a vote on the top 3 mockup choices at that time.
- February 2016 – NI began sending biweekly progress status reports about the DHHS website project (attached)
- April 2016 – NI sent SOW to DHHS for their signature, it was never returned
- August 2016 – NI put the DHHS website project on hold until DHHS is ready to resume project
- November 2016 – DHHS & NI meet, DHHS presented the mockups they created in house. NI communicates to DHHS that other projects have signed SOWs and are in the project queue before DHHS since the DHHS project was on hold for so long. Tentatively, NI expected to resume the DHHS project in June 2017.
- May 2017 – NI sends DHHS a list of project related questions for them to answer before resuming the DHHS website project. DHHS communicates to NI that they want to be pre-billed for website project work and must have an invoice by mid-June.
- June 2017 – DHHS learned that they cannot hold the funds reserved for the website project over to the next FY. NI Creates another updated SOW for DHHS to sign, it is never signed.
- July 20, 2017 – DHHS emailed NI stating that they were starting to have concerns about the project scope and what was included and excluded.
- September 2017 – DHHS decided to internally create a new SharePoint website

### 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: Courtney Phillips – Nebraska Department of Health and Human Services  
P.O. Box 95026  
Lincoln, NE 68509-5026  
Phone: 402-471-3121  
Email: Courtney.phillips@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	Cost Estimate
1	Website mockups and research (Details in section 2.2.1)	75 hours	\$6,000.00 <i>One-time fee</i>

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 45 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

**5.1.1 Rate(s) (Form A.2 of Manager’s Response to RFP 4877 Z1 in the Master Contract)**

Description	Quantity	Unit of Measure	Unit Price	Extended Price
Designer	75	Hour	\$80.00	\$6,000.00

Resource: <http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/69584%28o4%29awd.pdf>

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

*[Handwritten Signature]*  
Print Name  
*Brent A. Hoffman*  
Signature  
*1/31/18*  
Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

*John A. Gale*  
Print Name  
*John A. Gale*  
Signature  
*2/8/18*  
Date

Nebraska Department of Health and Human Services  
Authorized Party

*Kathie Osterman*  
Print Name  
*Kathie Osterman*  
Signature  
*12-22-17*  
Date

## Statement of Work

1243566 – 1

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### New Lewis & Clark Natural Resource District Meadowlark Website

### Lewis & Clark Natural Resource District (LCNRD)

Manager: Nebraska Interactive, LLC

Project Manager: Wes Fairhead

Date: 11/21/2017

This Statement of Work (“SOW”) is issued pursuant to the State of Nebraska Contract 69584-O4 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](mailto:ne-support@nicusa.com)

**Phone:** 402-471-7810

**Fax:** 402-471-7817

## Partner Information

### Partner Description

The Lewis & Clark Natural Resource District is a multi-purpose unit of local government with the responsibility for conservation, development or management of the soil and water resources within its boundaries. Its board of directors strives to improve stewardship of those resources for future generations.

The Lewis & Clark Natural Resources District was created in 1972 by the Nebraska Legislature which combined 154 special purpose entities into 23 NRDs. Under the provisions of the NRD law, the District has the capability to develop and carry out plans and programs relating to:

1. Erosion Prevention and Control,
2. Prevention of Damages from Floodwater and Sediment,
3. Flood Prevention and Control,
4. Soil Conservation,
5. Water Supply for any Beneficial Use,
6. Development, Management, Utilization & Conservation of Ground & Surface Water,
7. Pollution Control,
8. Solid Waste Management,
9. Drainage Improvement and Channel Rectification,
10. Development and Management of Recreational and Park Facilities,
11. Forestry and Range Management,
12. Development and Management of Fish and Wildlife Habitat.

The Lewis and Clark Natural Resources District includes the eastern half of Knox County and the northern three-fourths of Cedar and Dixon Counties. Each of these counties Soil and Water Conservation Districts, along with the Antelope\Beaver Creek Watershed Districts and the Aowa Creek Watershed Project were combined into it. Representatives from each area of the district are elected to serve four-year terms on the Board of Directors.

The current Lewis & Clark NRD website, <http://www.lcnrd.org/>, is not responsive and was launched in 2008.

**Partner Executive Sponsor**

Annette Sudbeck, General Manager  
402-841-6949  
asudbeck@lcnrd.org

**Partner Project Manager Contact**

Annette Sudbeck, General Manager  
402-841-6949  
asudbeck@lcnrd.org

**Partner Billing Contact**

Annette Sudbeck, General Manager  
402-841-6949  
asudbeck@lcnrd.org

## 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://lcnrd.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.
- Nebraska Interactive will build and move 46 pages to the new site.
  - Total anticipated hours Nebraska Interactive will spend on the project: 96 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 and launch date: 05/31/2018

### 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: Annette Sudbeck – Lewis and Clark Natural Resource District  
PO Box 518, Hartington, NE 68739  
Phone: 402-841-6949  
Email: [asudbeck@lcnerd.org](mailto:asudbeck@lcnerd.org)

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

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

#### 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	Drupal Custom Design and Content Management Migration (Details in section 2.2.1)	96 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$7,680.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,536.00 /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



Signature

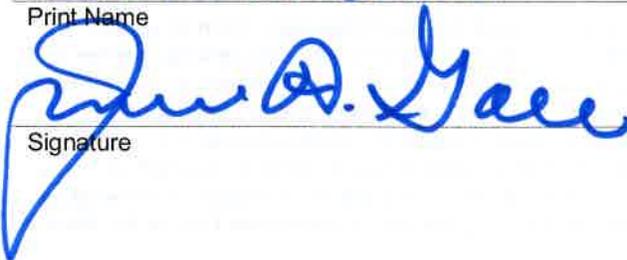
11/22/17

Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

John A. Gale

Print Name



Signature

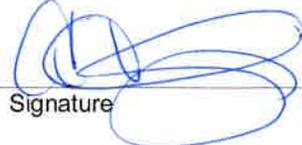
12/21/17

Date

Lewis and Clark Natural Resource District  
Authorized Party

ANNETTE C. SUDBECK

Print Name



Signature

12/07/17

Date

## **Statement of Work**

1308366 - 1

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### **New Village of Walthill Meadowlark Website**

#### **Village of Walthill**

Manager: Nebraska Interactive, LLC  
Project Manager: Wes Fairhead  
Date: 1/26/2018

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](mailto:ne-support@nicusa.com)

**Phone:** 402-471-7810

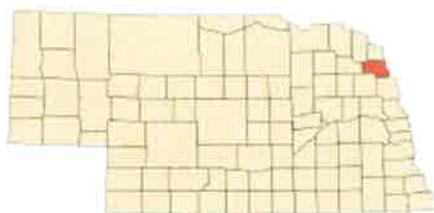
**Fax:** 402-471-7817

## Partner Information

### Partner Description

The Village of Walthill is located in Thurston County, Nebraska, United States, within the Omaha Reservation. The population was 780 at the 2010 census. Their mission statement is "To enhance the quality of life for its residents, businesses, and organizations through committed, respectful, courteous service, and effective development of resources.

The Village of Walthill is currently using GoDaddy to manage their website. Their website is not responsive.



### Partner Executive Sponsor

KayCe Hollman

(402) 846-5921

[vofwac@abbnebraska.com](mailto:vofwac@abbnebraska.com)

### Partner Project Manager Contact

KayCe Hollman

(402) 846-5921

[vofwac@abbnebraska.com](mailto:vofwac@abbnebraska.com)

### Partner Billing Contact

Lisa Beaudette

(402) 846-5921

[villageofwalthill@abbnebraska.com](mailto:villageofwalthill@abbnebraska.com)

## 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://walthill.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: 60 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: KayCe Hollman – Village of Walthill  
224 Main Street, PO Box 246, Walthill, NE 68067  
Phone: 402-846-5921  
Fax: 402-846-5114  
Email: vofwac@abbnebraska.com

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)	60 hours	\$80.00 <i>Creative Initial Contract Period</i>	\$4,8000.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$960.00 /year <i>(20% of total time and materials fees paid from row 1 above)</i>  Billed on the anniversary date of website launch.
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. Hollman*

Print Name

*Brent A. Hollman*

Signature

*2/8/18*

Date

Nebraska State Records Board  
Secretary of State John Gale, Chairman

*John A. Gale*

Print Name

*John A. Gale*

Signature

*2/14/18*

Date

Village of Walthill  
Authorized Party

*KayCe Hollman*

Print Name

*KayCe Hollman*

Signature

*02-06-18*

Date

## 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.

<u>New Addendum</u>		<b>NSRB Chairman Signature</b>
Chief Information Officer	Addendum 1	01/09/2018
Department of Motor Vehicles	Addendum 11	01/24/2018

**Addendum One to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Chief Information Officer, 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 Chief Information Officer 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.

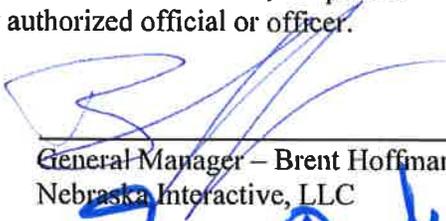
The follow terms and conditions related to the Application Engine and Gov2Go Electronic Services are hereby added to the EGSLA as Paragraphs 20 and 21:

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

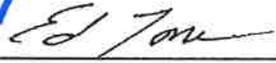
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized official or officer.

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

Date: 12/15/17

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

Date: 1/9/2018

By:   
\_\_\_\_\_  
Chief Information Officer – Ed Toner  
Chief Information Officer

Date: 10/18/2017

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

This Addendum Eleven 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 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.

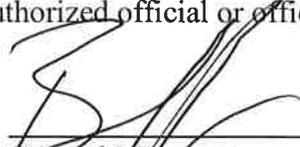
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- 20) APPLICATION ENGINE TERMS – The applications and services developed by Manager pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application 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](http://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: 6/1/17  
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

By:  \_\_\_\_\_ Date: 1/24/18  
Chairman – Secretary of State John Gale  
Nebraska State Records Board

By:  \_\_\_\_\_ Date: 5 Jan 2018  
Director – Rhonda Lahm  
Nebraska Department of Motor Vehicles

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

This Addendum One to the Electronic Government Service Level Agreement (“EGSLA”) made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and the Nebraska Department of Transportation (NDOT), sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the NSRB), prices to be charged for such Nebraska.gov services, and terms of payment for such services. The NDOT has authority to assess and collect the fees described herein. The purpose of this Addendum One is to acknowledge the merger of the Department of Roads with the Department of Aeronautics and the renaming of the merged agency to the Department of Transportation (via LB 339 (2017)) and to codify an existing service provided by Nebraska.gov to the Nebraska Department of Roads, now the Nebraska Department of Transportation (NDOT).

**Project: NDOT Online Storefront Application**  
**Revenue Type: Instant Access**  
**Implementation: 2017**

Service	NDOT Fee	Nebraska.gov Portal Fee	NSRB Share
<b>Online Storefront Electronic Check</b>	Full statutory/assessed fee charged by Partner	\$ 1.75	10% of Nebraska.gov Portal Fee
<b>Online Storefront Credit Card</b>	Full statutory/assessed fee charged by Partner	2.49 % + \$1.75	10% of Nebraska.gov Portal Fee

**Terms:** Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by the NDOT and the NSRB.

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

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

Date: 2/5/18

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

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

By:   
 \_\_\_\_\_  
 Authorized Officer  
 Nebraska Department of Transportation

Date: 2/11/18

## Summary

### Nebraska Department of Transportation

#### Addendum One

**Project:** The Nebraska Department of Roads (NDOR) Online Storefront Application was created in 2011 and processes all the transactions through Nebraska Interactive's account. The project replaced a paper system with the storefront application which allows users to purchase items online.

Under LB 339, the NDOR and the Nebraska Department of Aeronautics were combined into the Nebraska Department of Transportation (NDOT). The bill was signed into law on April 27, 2017.

An Electronic Government Service Level Agreement (EGSLA) was signed with Nebraska Interactive LLC (NI LLC), the NDOT and the Nebraska State Records Board on August 29, 2017. The NDOR Addendum One was not codified into the new EGSLA. The above Addendum One would reconcile this issue.

**Current Process:** The current online storefront process has not changed since 2011.

**Project Overview/Proposal:** The NDOT Addendum One is a codification of the Addendum One signed on May 2, 2011. All other terms and conditions shall remain in full force and effect.

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

The same audience would continue to be served with no changes in process.

**Information on what the fee presented is based upon:** The fee is the same that was approved by the NSRB in 2011.

**Anticipated volume of users of the application and what percentage of the total potential users is the anticipated volume / rate of return:** There is no change in the users or rate of return.

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

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

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**October 1, 2017 through December 31, 2017**  
 With comparative figures for October 1, 2016 through December 31, 2016  
**FY 17-18**

	<u>Oct, 2017</u>	<u>Prior Year Oct, 2016</u>	<u>Nov, 2017</u>	<u>Prior Year Nov, 2016</u>	<u>Dec, 2017</u>	<u>Prior Year Dec, 2016</u>	<u>Year to Date FY 17-18</u>	<u>Year to Date FY 16-17</u>
<b><u>Revenues:</u></b>								
Sale of Subscriber Services	\$638,609.19	\$668,545.48	\$695,565.38	\$653,020.50	\$640,633.21	\$649,540.71	\$3,982,631.71	\$3,961,560.32
General Business Fees	\$37.00	\$45.00	\$21.00	\$51.86	\$42.00	\$39.00	\$216.00	\$294.86
Driver Records	\$678.00	\$359.00	\$494.00	\$558.00	\$383.00	\$479.00	\$2,850.00	\$3,130.00
Investment Income	\$1,614.22	\$1,880.03	\$1,541.93	\$1,865.33	\$1,574.98	\$1,966.06	\$9,996.14	\$12,273.96
<b>Total</b>	<b>\$640,938.41</b>	<b>\$670,829.51</b>	<b>\$697,622.31</b>	<b>\$655,495.69</b>	<b>\$642,633.19</b>	<b>\$652,024.77</b>	<b>\$3,995,693.85</b>	<b>\$3,977,259.14</b>
<b><u>Expenditures &amp; Transfers:</u></b>								
State Agency Transfers	\$381,948.88	\$399,145.37	\$413,502.81	\$396,087.33	\$387,009.42	\$389,499.99	\$2,389,495.84	\$2,388,028.29
NIC	\$220,865.03	\$235,111.27	\$242,865.92	\$222,435.61	\$216,934.06	\$225,266.60	\$1,362,538.05	\$1,358,143.66
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$9,294.04	\$8,399.63	\$9,293.88	\$8,978.15	\$9,294.19	\$8,978.08	\$56,155.26	\$59,483.96
Misc. Expense	\$531.32	\$514.90	\$943.38	\$793.26	\$420.87	\$1,000.91	\$3,901.42	\$4,236.49
<b>Total</b>	<b>\$612,639.27</b>	<b>\$643,171.17</b>	<b>\$666,605.99</b>	<b>\$628,294.35</b>	<b>\$613,658.54</b>	<b>\$624,745.58</b>	<b>\$3,812,090.57</b>	<b>\$3,809,892.40</b>
<b><u>Profit (Loss)</u></b>	<b>\$28,299.14</b>	<b>\$27,658.34</b>	<b>\$31,016.32</b>	<b>\$27,201.34</b>	<b>\$28,974.65</b>	<b>\$27,279.19</b>	<b>\$183,603.28</b>	<b>\$167,366.74</b>
<b><u>Transfer Out LB 327</u></b>							<b>(\$530,000.00)</b>	<b>\$0.00</b>
<b><u>Fund Balance:</u></b>	<b>\$857,485.81</b>	<b>\$1,016,495.19</b>	<b>\$888,502.13</b>	<b>\$1,043,696.53</b>	<b>\$917,476.78</b>	<b>\$1,070,975.72</b>	<b>\$917,476.78</b>	<b>\$1,070,975.72</b>
<b>Fund Balance-ECM</b>	\$624.09	\$5,846.70	\$374.09	\$5,857.15	\$374.09	\$5,652.90	\$374.09	\$5,652.90
<b>Fund Balance-Local Agency</b>	\$512.00	\$501.34	\$512.85	\$502.13	\$513.75	\$502.97	\$513.75	\$502.97
<b>Records Management Cash Fund Balance</b>	\$858,621.90	\$1,022,843.23	\$889,389.07	\$1,050,055.81	\$918,364.62	\$1,077,131.59	\$918,364.62	\$1,077,131.59

## Outage Report – December 13, 2017

At the last Nebraska State Records Board (NSRB) meeting on September 13, 2017, Nebraska Interactive presented information in the general manager's report regarding service issues and outages. In the report, it indicated on Monday May 22, 2017, a network incident occurred with an outage of 60 minutes but the outage occurred between 12:25 PM and 2:30 PM. The GM report also indicated that an outage on Sunday, June 11, 2017, from 5:10 AM to 8:10 AM but is only listed as occurring for 20 minutes.

The NSRB requested that this be clarified for the next meeting on December 13, 2017. According to Section III, paragraph DD of the Portal Agreement:

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

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

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2000 per hour).

The determination of whether or not the loss of functionality was due to force majeure or beyond the control of Contractor or the NIC-affiliate hosting the site or sites (if applicable) shall be made by the State and such determination shall be reasonable in good faith and in writing.

Nebraska Interactive's responses are as follows:

## May 22, 2017

Issue	Length	Time
Impairment	12:18 - 12:57 PM CDT	39 Minutes
Outage	1:01 - 2:18 PM CDT	77 minutes
Outage	3:04 - 3:06 PM CDT	02 Minutes
Total	2.48 Hours (or 168 minutes)	118 Minutes

### **Troubleshooting actions:**

- Following report of impact to CDB services, ETS engaged all hands on deck for investigation and troubleshooting
- The following actions were performed by ETS support staff, though these efforts did not resolve the reoccurring symptoms for the events:
  - Modification of disk storage
  - Addition of CPU and memory to servers
  - Physical presence to both datacenters to check local configurations and attempt to identify any discrepancies

*Note: Though ETS enacted a rollback of services as part of due process in troubleshooting efforts--it was determined that, ultimately, rollback was not a viable option to achieve resolution. Failover of portal CDB services could not have resolved the impact, as the event was traffic load-related.*

### **Initial Remediation:**

- As intermittent node unavailability was observed, ETS support staff would initiate node restarts to bring services back online
  - If these restarts failed, portal CDB service was failed over to Allen Datacenter
  - Though this was initially the best workaround for peak traffic load times, the evening traffic load was not high enough to render the CDB service wholly unavailable
- Upon observing continued server overload following failover (after only ~10 minutes), ETS elected to cease repeating failover efforts; Primary focus was shifted from temporary workaround (failovers) to ensuring stability of the server
- Initial troubleshooting findings also implicated a recent CDB code deployment as the potential culprit
  - ETS elected to rollback the recently-deployed code for CDB service as a troubleshooting action

*Note: Following rollback of services, failover was no longer an option for ETS to utilize in troubleshooting efforts*

### Root Cause

#### **Primary: Configuration**

ETS architects discovered an Atlassian-acknowledged discrepancy for the library documentation in which a component was identified as errant

**Secondary: Change**

The CDB library version changed from version 1 to version 2 during a deployment made in April 2017.

*Note: Though ETS implemented the documentation correctly, the actual library documentation itself was incorrect.*

**June 11, 2017**

Issue	Length	Time
Outage	5:10 AM to 8:10 AM	180 minutes

The times of 5:10 to 8:10 is accurate as well as the description. The outage time is 10 minutes because we were down past our available scheduled maintenance window.

Project Name	Partner Name	Revenue Type	PP Score	Work Scope	Start Date	Target Launch Date
SOS - UCC XML Filing	Secretary of State	Self-funded	15	New Application	08/13/13	05/29/17
E&A - Comity UI/File Format - CR	Engineers and Architects	Self-funded	15	Enhancement	05/25/17	08/15/17
NDA Domesticated Cervine Animal FacilityPermit(AE)	Nebraska Department of Agriculture	Revenue	25	Enhancement	06/07/17	09/13/17
E&A - License Renewal File Format - CR	Engineers and Architects	Self-funded	18	Enhancement	05/25/17	09/25/17
NBC Admin Interface & Backend Database	Nebraska Brand Committee	Revenue	31	New Application	11/17/15	10/15/17
NDA FFAL Renewals CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	10/20/17
NI Server Migration	Nebraska Interactive	Self-funded	17	Enhancement	10/01/17	12/31/17
NDA - Annual/Semi-Annual Reports - CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	01/08/18
NDA Pesticide Dealer/Product CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	01/10/18
SED License Registration SSN Validation CR	State Electrical Division	Self-funded	24	Enhancement	07/13/17	01/15/18
DHHS Central Registry (Payment Processing Only)	Department of Health & Human Services	Revenue	21	New Application	03/23/17	01/17/18
DOL UI Tax Payments (Payment Only)	Department of Labor	Revenue	28	New Application	04/17/17	01/18/18
NDA FFAL Renewal FTP Change	Nebraska Department of Agriculture	Self-funded	20	Enhancement	05/24/17	01/26/18
NDA FFAL Tonnage Export/Import Changes	Nebraska Department of Agriculture	Self-funded	20	Enhancement	05/24/17	01/26/18
AOC Return eFiling Interface	Administrative Office of the Courts	Revenue	17	New Application	01/11/17	01/31/18
SOS - UCC Original Filing - Backend	Secretary of State	Non-revenue	2	Enhancement	01/24/17	02/01/18
AOC Judge Portal Docket Entry CR	Administrative Office of the Courts	Self-funded	28	Enhancement	01/31/17	02/08/18
AOC Citation Payments Retemplate CR	Administrative Office of the Courts	Self-funded	36	Enhancement	10/20/17	02/15/18
NSP Criminal History Admin CR	Nebraska State Patrol	Self-funded	18	Enhancement	06/29/17	02/19/18
Local Utility Payments	Summit	Revenue	28	New Application	12/01/16	02/27/18

<b>Project Name</b>	<b>Partner Name</b>	<b>Revenue Type</b>	<b>PP Score</b>	<b>Work Scope</b>	<b>Start Date</b>	<b>Target Launch Date</b>
NDA Auction Market Inspection Fee CCP Integration	Nebraska Department of Agriculture	Self-funded	14	Enhancement	06/05/17	03/01/18
NDA - Monthly Reports - CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	03/01/18
NDA - Quarterly Reports - CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	03/01/18
NDA Milk Act Renewals CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	03/01/18
DMV OTC Payment Processing	Department of Motor Vehicles	Revenue	35	New Application	10/19/17	03/01/18
NDA Small Package Export Changes	Nebraska Department of Agriculture	Self-funded	18	Enhancement	05/24/17	03/02/18
NSP - Concealed Handgun - DMV Photo Share	Nebraska State Patrol	Self-funded	31	Enhancement	05/30/17	03/07/18
AOC Court Case Search (One Time) Rewrite	Administrative Office of the Courts	Self-funded	33	Enhancement	02/22/17	03/13/18
NI Ne.gov Chatbot	Nebraska Interactive	Non-revenue	18	New Application	09/21/17	03/15/18
NDCS FSP Retemplate	Nebraska Department of Correctional Services	Self-funded	11	Enhancement	08/22/17	03/28/18
NI Processor Migration to First Data	Nebraska Interactive	Self-funded	20	Enhancement	01/22/18	03/30/18
BPA Individual License Renewal System Retemplate CR	Board of Public Accountancy	Self-funded	23	Enhancement	11/15/17	04/01/18
BPA Sole Proprietor License Renewal Retemplate CR	Board of Public Accountancy	Self-funded	23	Enhancement	11/15/17	04/01/18
BPA Firm License Renewal System Retemplate CR	Board of Public Accountancy	Self-funded	23	Enhancement	11/15/17	04/01/18
DMV CDL Testing Mobile App Integration	Department of Motor Vehicles	Self-funded	19	Enhancement	03/07/17	04/02/18
NDR - Tax Payment Plan	Department of Revenue	Revenue	30	New Application	06/23/17	04/02/18
AOC eFiling Judge Portal Phase III	Administrative Office of the Courts	Revenue	27	Enhancement	02/23/17	04/03/18
NDOT - State Property Damage Payments	Department of Transportation	Revenue	19	New Application	04/13/16	04/15/18
NI App Engine Onboarding	Nebraska Interactive	Revenue	32	New Application	03/06/17	04/30/18
SOS - UCC Search - Add UCC XML Filing Number - CR	Secretary of State	Self-funded	3	Enhancement	10/24/16	06/01/18

<b>Project Name</b>	<b>Partner Name</b>	<b>Revenue Type</b>	<b>PP Score</b>	<b>Work Scope</b>	<b>Start Date</b>	<b>Target Launch Date</b>
NDA Measuring Device Registration CCP Integration	Nebraska Department of Agriculture	Self-funded	20	Enhancement	06/05/17	07/01/18
NDA Small Package Fee Report	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	07/01/18
NDA FFAL Tonnage Reports CCP Integration	Nebraska Department of Agriculture	Self-funded	19	Enhancement	06/05/17	07/02/18

# NEBRASKA INTERACTIVE

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## 2018 Business Plan

Presented by:

Brent Hoffman

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# Executive Summary

After launching a growth initiative in 2016 we are positioned to deliver on the revenues, services and relationships of our investments. Over the past 2 years we have dug deep, planned, worked hard and sacrificed to get to this point and we are extremely excited to deliver. The theme of this year's budget and plan are focused on the areas:

- Cultivate Passionate Partners
- Manage technical debt
- Data driven metrics.

The state's focus on consolidation is moving from technical into the business side of government. Agencies are seeking to reduce the number of field offices and are expected to continue to provide the same level of support to the constituents. Agencies are turning to NI to research and deliver virtual field office solutions designed to meet these goals for the partner. Virtual field offices give the portal an outstanding opportunity to remove the boundaries on mobile and AI technologies and produce the revenue necessary to support those technologies long-term.

Developing revenue and cost centers for Electronic government service products will allow us to evaluate our technical debt of legacy applications. The portal needs to monitor and document enterprise projects Utilizing rapid deployment solution for internal resource designed to support our ability to expand its mid-level development for smaller revenue applications. This will give the portal more tenured developers the ability to develop and innovative future for Nebraska long-term.

We want to tap into potential new opportunities by reporting data and metrics across all our customer bases. I believe there is a wealth of information and data passing through the Nebraska portal. New services, cost savings, cost avoidance, process improvements all help the operations which could be gleaned from this information.

We are a relationship company with an extremely talented and passionate local staff who desire to make a difference in people and businesses of Nebraska. We seek to find partners who, like us, are willing to be accountable to do what is necessary to build trust. This is our recipe for success and I look forward to 2018.

Regards,



Brent Hoffman

 **Jaclyn Wilson** is with John Widdowson.  
September 13 at 10:40pm · 🌐

7 hours of meetings today in Lincoln. 12 hours of driving. 24 hours of work already this week for the Nebraska Brand Committee of which I was appointed to serve as a volunteer and those aren't even counting the hours that John has put in this week. Today was one of those rewarding days as the new NBC technology program was unveiled to the Nebraska State Board of Records. Last year at this time the thought was a big splat on the windshield and we were in front of this exact same group selling the idea. This year the looks of awe and the congratulatory comments came from the entire Board. As Secretary Gale said 'without this progressive technology we will not be competitive with other beef markets....congrats on a job well done.'

I have developed more knowledge the last two years than I ever thought possible on a committee. It's been hard. It's been challenging. It's been frustrating. But....this amazing program developed by what have become amazing friends at Nebraska Interactive is going to change the Nebraska Brand Committee as we know. One day, just months from now my dad will have the inspector out, that inspector will be using our new mobile app and payment system and I will look at dad and say....you see that, we did that, and that night I'll sleep like a baby.



 **Jaclyn Wilson** is with Alan Cornish.  
September 18 at 11:55am · 🌐

Yes, that is my brand inspector and that is an iPad!!! Alan is part of the beta group that is continuing to help get any bugs and kinks out of the NBC program before it goes live to all the inspectors. His dedication to the project has been above and beyond, and makes all the volunteer hours I put in a little easier to handle when I know he's on the same team. Thank you!!!



# H1: EXPAND AND DEFEND THE CORE BUSINESS

Objective 1: To maintain our recognized position as the leading provider of digital government solutions.

## Strategy 1 Defend and Expand

The Department of Motor Vehicles (DMV), Secretary of State (SOS) and Administrative office of the Courts (AOC) are key partners and produce core revenues and in turn, our ability to provide free ongoing maintenance and additional online services. Due to the importance of these agencies, we are constantly focused on ensuring we deliver high-quality software and customer service that exceeds time and product expectations. In 2018, we are looking at revenue growth of our extensive and continually expanding portfolio of Interactive Government Services (IGS) – with NI's ability to innovate, reinvent and envision as driving forces. We plan to further work to find ways to augment our partners centralized solutions.

One of NI's 2018 cornerstone initiatives focus on establishing and expanding rapidly with our Electronic government service products. We see our suite of services as a very quick sell to build new relationships and further solidify existing partnerships. Gov2Go and CCP integrations will also be key in our entrenchment and expansion strategies.

### Top Priorities:

- Key Partners
- Revenue
- Entrench

### Strength/Assets

- Excellent Customer Service
- Strong Relationships
- Long history of Success
- Consistent improvement

### Challenges/Issues:

- Elections effecting NSRB memberships
- Large State Technology Changes

### Collaborators:

- NIC
- Portal Management
- Project Teams

### Action Items:

- Launch new innovative services
- Deliberate alignment with State Strategic Plan
- Improve efficiency and visibility of our processes



## Strategy 2

As part of our consolidation strategy to better manage technical debt, Nebraska will leverage the innovations associated with enterprise platforms such as Gov2go and Mobile inspections. These two technologies will help drive organic revenue and new service opportunities for key stakeholders. We will need to compete in the space with other vendors and do not share revenues with the State.

### Strength/Assets

- Proven success
- Experienced local team
- Willing partners

**Challenges/Issues:**

- Reduction of State staff in remote areas requires same level of assistance.
- Short ramp up times
- Limited payment device availability

**Collaborators:**

- NIC Service
- Project teams
- Portal Management
- State Partners
- OCIO

**Action Items:**

- DMV will be transitioning to regional field offices for services and will directly serve customers using mobile technology. The DMV looks to the portal to provide a mobile cashiering platform for their services.
- Pursue an opportunity with Summit development out of Omaha, NE to provide online utility payments for public utilities. Summit is a service provider of utility accounting for a majority of city and county utilities. Summit does not provide online payment processing services, such as paying account balances.
- Courts will need to reduce the number of clerks serving in the 93 counties. In 4 western counties 1 full-time staff clerk filed 1 court filing in the past 12 months. The courts are looking to the portal for a solution to serve constituents virtually from other county clerk offices.
- Develop competitive analysis for services in each space.

**Strategy 3**

The portal needs to develop a lean strategy in order to keep pace with the growing demand for new service and maintenance. Collaborating with NIC's Enterprise Technology Services (ETS) to align processes, nomenclature and infrastructure. Nebraska will leverage enterprise services provided by the OCIO to reduce Nebraska's growing technical debt.

**Top Priorities:**

- Consolidation
- Visibility
- Inventory

**Strength/Assets**

- Collaborative relationship between teams
- Nebraska is fully hosted

**Challenges/Issues:**

- Hiring mid-tier developers
- Quality control across platforms

**Collaborators:**

- ETS
- Portal Management
- OCIO
- NIC Services

**Action Items:**

- Implement Lean strategy
- Transition to Agile team development
- Integrate service desk reporting tools

# **H1: EXPAND AND DEFEND THE CORE BUSINESS**

Objective 2: To consistently define, communicate, and demonstrate value to our employees and partners.

## **Strategy**

Nebraska will continue to focus on cultivating champions by developing new and innovative ways to engage our partners such as collective feedback through surveys and identifying platforms which promote our partners. We have identified key differentiating factors which we have communicated effectively; We are local, we are referenceable and our services are award winning. In 2018, we look to find ways to further engage in PCI and leverage NIC SME's within other portals which may have solutions for our partners. Our focus is on expanding the large agriculture industry in Nebraska and the new frontier for technology. Our strong subscriber base is benefiting from our rapid expansion of services and we constantly working to find ways to marry IGS with subscriber services to provide more robust online services to the businesses of Nebraska. Nebraska hosts several strong supporters and referenceable champions, across many National professional organizations.

## **Top Priorities:**

- References
- SME
- Awards

## **Strength/Assets**

- Proven history
- State Collaboration

## **Challenges/Issues:**

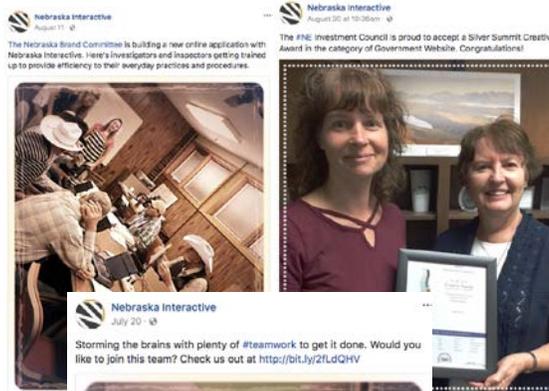
- 2018 Election cycle

## **Collaborators:**

- Portal Management
- NIC Security
- State SSO
- STO

## **Action Items:**

- Develop portal stakeholder reference
- Develop Legislative strategy



# **H1: EXPAND AND DEFEND THE CORE BUSINESS**

Objective 3: To successfully compete for and develop the industry's best technical, business development, and visionary talent.

## **Strategy**

Continue to explore and expand employee engagement creating an empowering environment. This initiative is designed to retain employees engaging employees from the top down while providing them with visibility from the bottom up. We spend more time with our co-workers than we do with our families and believe by working at a healthy work family will provide our team with the framework.

## **Top Priorities:**



- Team cohesiveness
- Relationship
- Empowerment

**Strength/Assets**

- Benefits program
- Startup environment

**Challenges/Issues:**

- Upward mobility
- Rapid growth

**Collaborators:**

- Portal Management
- Portal Engagement Team
- NIC Human Resources

**Action Items:**

- Plan 2018 engagement activities
  - Annual team building function
  - Monthly office competitions
  - Quarterly Community support activities
- One staff member to attend NIC Future Leaders program
- ITIL Training
- Lean Six Sigma Training for Management and team leaders

## **H2: BUILD NEAR-TERM GROWTH INITIATIVES**

Objective 1: To expand enterprise offerings and deliver select vertical solutions

### **Strategy**

Research and identify barriers to entry and services across the Nebraska security, payments and development portfolio which can augment the state's centralized service strategy.

### **Top Priorities:**

- PCI
- Consolidation
- Awareness

### **Strength/Assets**

- Current champions
- Proven solutions

### **Challenges/Issues:**

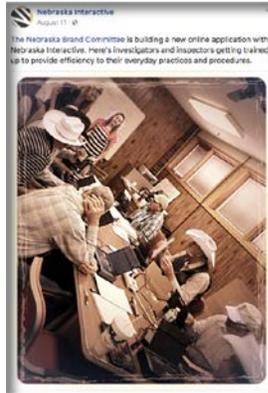
- Complicated legacy workflows
- Enhancement turn around time
- Ability to accept cash

### **Collaborators:**

- Portal Management
- OCIO/SSO
- NIC Services
- NICSecurity

### **Action Items:**

- Develop strategy with NIC Product owners to remove barriers of entry.
- Identify industry specific providers and services
- Develop API's on Clover Devices with FirstDate for local offerings



Objective 1: To expand enterprise offerings and deliver select vertical solutions

### **Strategy**

In 2018, we will develop and implement a comprehensive plan to deliver select vertical solutions for State and local governments. The plan will seek to address pain points and centralized back end providers. This strategy will augment the State's environment, increase organic adoption and allow capital investments. Nebraska Interactive's payment processing gateway capabilities and services. We have already launched 12 services in Gov2Go and are actively working on development for Motor Vehicle Renewals and Carry and Conceal Permits. AppEngine will be used in "quick wins" such as we are currently completing with the Department of Agriculture. We were aggressive in building out 10 apps with payments and are now launching in 1<sup>st</sup> quarter of 2018.

### **H3: VIABLE OPTIONS FOR LONG-TERM GROWTH**

Objective 1: To evolve NI's impact on a digital world.

#### **Strategy**

Determine and develop a fluid long term growth strategy designed to produce the revenues to support long term innovations which provide entrenchment as a vendor. Over the next year, NEI will develop a detail inventory and "state of services" and our vision to keep all those services updated and using the latest technologies. Our vision will include fee recommendations on services to expand our service base to maintain all services at competitive rate.

#### **Top Priorities:**

- AI
- Chabot
- Electronic currency

#### **Strength/Assets**

- Innovative team
- Passionate team
- Ability to leverage other NIC States

#### **Challenges/Issues:**

- Resource availability
- Revenue to support additional free value

#### **Collaborators:**

- Other NIC Subsidiaries
- Portal Management

#### **Action Items:**

- Develop quarterly team innovation strategy
- Develop innovation recognition awards within NI and with our partners



# Presents the Nebraska.gov General Manager's Report & Business Plan Update

October – December 2017

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## 2017 Business Plan Assessment

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  - 1. Overview of Portal Financial Value .....Page 5
  - 2. Self Funded Value .....Page 6
  - 3. Revenue vs. Non-Revenue Project Log .....Page 7
  - 4. Network Reporting .....Page 8
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Appendix 1: Financials outlining volume and revenue details for each service

(*Section IV. W. 2. c.*)

## 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.

## 2017 Q4 Portal Review, Business and Marketing Report

### Adding Services Every Quarter, New this Quarter



- 3 Websites built
- 1 Gov2Go Services Added
- 5 New or Enhanced Services



### Introducing New Payment Service for Nebraska Business & Citizens

- Store payment information securely just like PayPal using Gov2Go Pay
- Users can make repeat payments to Courts without having to re-enter payment information
- Integrating into new services moving into Q1 2018 including Department of Ag.
- Convenient and easy

### Diligence means Maintain & Improve

How often did we make improvements to our services this quarter?

- **92** changes were developed and deployed for **74** services

### Working for all Nebraskan- Business Dev.

- 2 Villages, 2 County Treasurers', 2 County Clerks Offices, 1 Natural Resources District
- Added 40 PayPort Instances
- 1 Event Registration
- Attended the Nebraska Principals Conference
- Attended the Nebraska Treasurers Conference

### Crushing the Awards!



#### 5 WINNERS IN Q4

- The [Web Marketing Association](#) (WMA) was founded in 1997 to help set a high standard for Internet marketing and development of the best websites on the World Wide Web. The [Nebraska Department of Motor Vehicles](#) has been honored with an award for the Best Government Mobile Website.
- Nebraska Interactive's work on [Protect the Good Life](#) has received a Silver Award Winner in the Public Service & Activism Category. The [W<sup>3</sup> Awards](#) honors creative excellence on the web, and recognizes the creative and marketing professionals.
- The 13th Annual Davey Awards received nearly 4,000 entries from ad agencies, interactive agencies, production firms, in-house creative professionals, graphic designers, design firms and public relations firms. [Nebraska.gov](#) has been honored as a Silver Winner for Government Websites. [The Nebraska Department of Natural Resources](#) has been honored as a Silver Winner for Government Websites. [The Nebraska Department of Motor Vehicles](#) has been honored as a Gold Winner for Government Websites.

### Expanding the Digital Prairie, Engaging Citizens

#### Nebraska.gov, Who's Using it in Q4?

- 56.3% Female User
- 43.7% Male User
- 489,912 Pageviews
- 147,6171 Users
- 132,131 New Users



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

	2017	2016	2017	2016
	December	December	YTD	YTD
NI Revenue	\$537,320	\$526,374	\$6,844,449	\$6,494,411
10% NSRB Margin Share**	\$38,187	\$36,810	\$473,317	\$439,342
<b>Gross Margin</b>	<b>\$499,133</b>	<b>\$489,564</b>	<b>\$6,371,132</b>	<b>\$6,055,096</b>
<b>Operating Expenses</b>	<b>\$483,530</b>	<b>\$420,968</b>	<b>\$5,295,811</b>	<b>\$4,795,045</b>
<b>Nebraska Interactive Pre-Tax Income</b>	<b>\$60,603</b>	<b>\$68,595</b>	<b>\$1,075,321</b>	<b>\$1,260,024</b>
<b>Nebraska Interactive Provision for Income Tax Expense</b>	<b>\$24,287</b>	<b>\$-117,606</b>	<b>\$430,951</b>	<b>\$359,877</b>
<b>Nebraska Interactive Net After-Tax Income</b>	<b>\$36,315</b>	<b>\$186,202</b>	<b>\$644,370</b>	<b>\$900,147</b>

\*\* This revenue is deposited into the NSRB Cash fund and reported in the NSRB Cash Fund Balance Report in the Executive Director’s report. This Partner share is the primary contributor to the NSRB Cash fund.

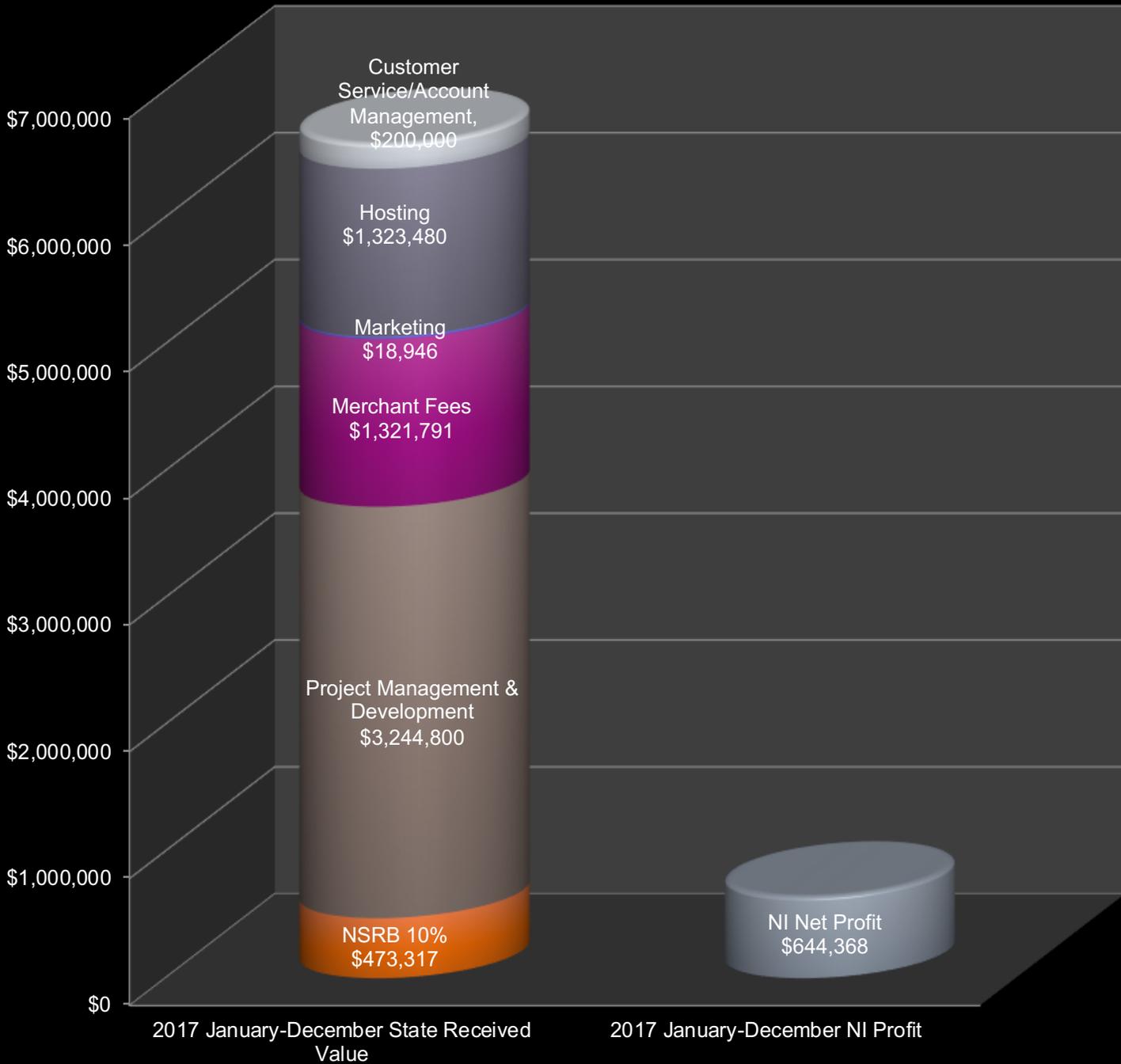
**Nebraska Interactive Revenue Subject to 10%**

There a very limited number of services which are not subject to a 10% Partner share. These service do not include transactions such as T&M, Annual Subscriber revenues or are not subject to the NSRB through Legislation such as Courts and the Legislature.

NI Revenue	\$ 537,320	\$ 526,374	\$ 6,844,449	\$ 6,494,411
Courts, Subscriber and T&M (not included in NSRB 10%)	\$ 155,452	\$ 158,277	\$ 2,111,275	\$ 2,100,988
<b>NI Revenue Subject to 10%</b>	<b>\$ 381,868</b>	<b>\$ 368,097</b>	<b>\$ 4,733,175</b>	<b>\$ 4,393,423</b>

See Appendix 1 for Outlining Volume and Revenue for each service (Section IV. W. 2. c.)

## Jan - December 2017 Self-funded Value

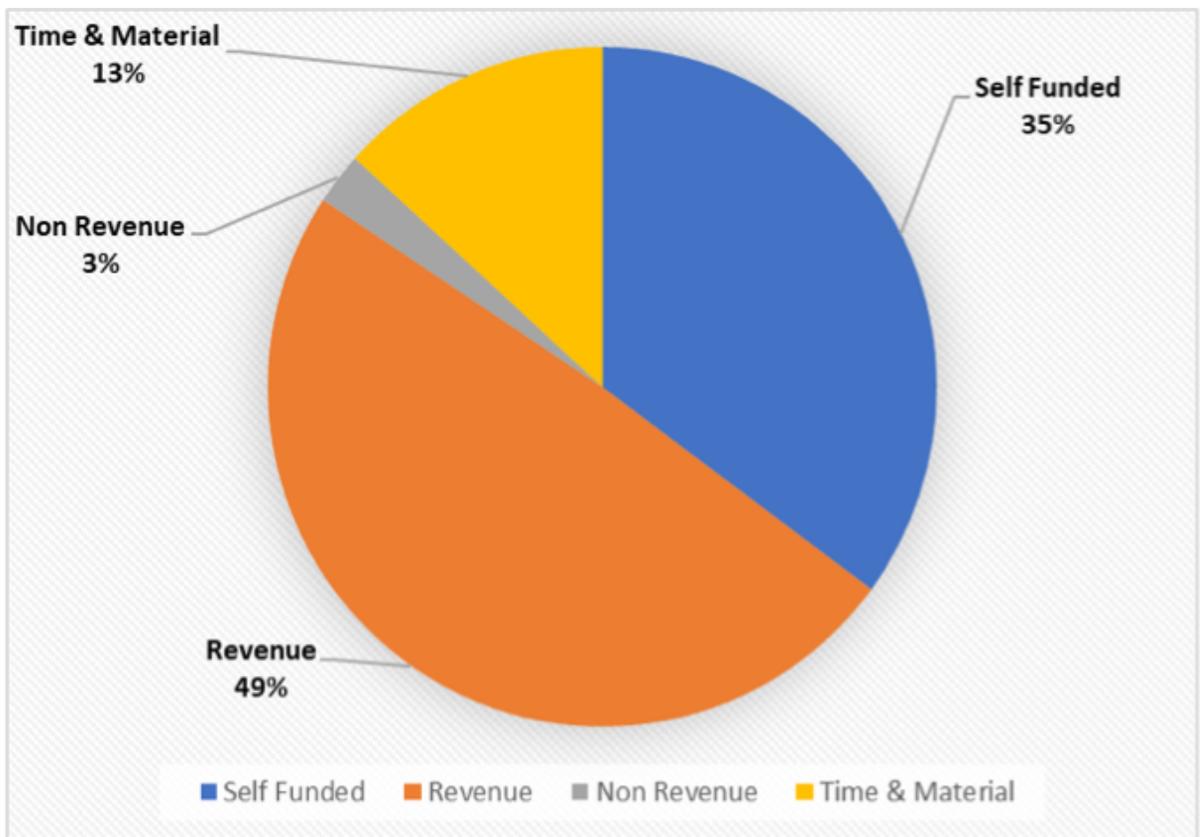


**Note:** The above graph is not all inclusive.

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

## Quarter 4 2017

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



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

(Section IV. W. ) Manage – Network Monthly and Quarterly Reporting

UPTIME REPORT

OCT	NOV	DEC
100%	100%	99.99%

RESPONSE TIME REPORT

OCT	NOV	DEC
Avg. response time 722 ms	Avg. response time 686 ms	Avg. response time 595 ms

NETWORK ISSUES DETAIL REPORT

	Start Time	End Time	Time*	Description	Impact
10/5/2017	2:50 PM	3:05 PM	15	The file system where our servers write their logs too was full.	Applications that needed to write to files were not able too. This caused some of our applications to throw errors.

\* Downtime reporting tool rounds the time to 5 minute increments, actual downtime may be less.

**Nebraska Interactive Quarterly Disaster Recovery Report**

Nebraska Interactive did a quarterly disaster recovery test on December 7<sup>th</sup>, 2017. We were successful in bring up all of our web sites and services in Allen, TX. No issues were discovered in the testing.

## Quarterly www.nebraska.gov Report

10/1/17 – 12/31/17

### Unique Visitors

**147,617**

% of Total: 100.00% (147,617)



### Total Visits

**295,071**

% of Total: 100.00% (295,071)



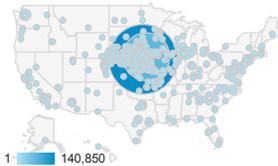
### % New Visits

**44.78%**

Avg for View: 44.78% (0.00%)



### Unique Pageviews



### Traffic Drivers

Source / Medium	Sessions	Avg. Session Duration
(direct) / (none)	204,593	00:03:24
google / organic	46,311	00:01:49
bing / organic	15,575	00:02:00
yahoo / organic	3,813	00:01:11
dcs-inmatesearch.ne.gov / referral	3,709	00:02:41
sos.ne.gov / referral	2,767	00:01:38
argentum.sterlingts.com / referral	2,267	00:02:42
mail.nebraska.gov / referral	1,663	00:06:05
dhhs.ne.gov / referral	1,456	00:00:48
nrec.ne.gov / referral	759	00:01:01

### Most Popular Pages

Page Title	Pageviews	Avg. Time on Page
Home   Nebraska.gov	323,582	00:05:11
Authorization Required   Nebraska.gov	24,243	00:02:42
All Services   Nebraska.gov	18,834	00:02:42
All Agencies   Nebraska.gov	17,295	00:03:20
Find a Job   Nebraska.gov	14,269	00:04:16
Error 404   Nebraska.gov	13,119	00:00:57
Courts & Legal   Nebraska.gov	10,846	00:04:45
Judicial Branch   Nebraska.gov	9,110	00:05:04
Contact Us   Nebraska.gov	7,040	00:01:46
Password Reset	4,884	00:01:35

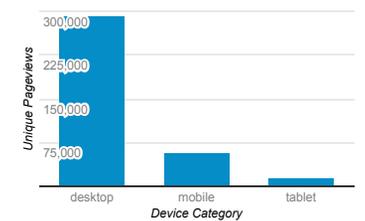
### Top Landing Pages

Landing Page	Entrances	Bounce Rate
/	215,803	65.83%
/services/	7,184	81.57%
/employment/find-job/	7,074	88.04%
/agencies/	6,726	73.65%
/contact-us/	3,698	65.98%
/justice/	2,713	85.00%
/justice/name.shtml	2,619	75.79%
/featured/courts-legal/	2,476	79.60%
/employment/unemployment/	2,207	85.00%
/attractions/city-county/	2,176	80.51%

### Traffic from Social Networks

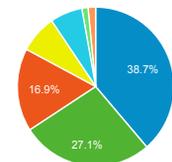
Social Network	Sessions
Facebook	395
Twitter	36
LinkedIn	18
Instagram	6
Yelp	5

### Device Type used to Visit Website



### Users by Browser

■ Chrome
 ■ Internet Explorer
 ■ Safari
 ■ Firefox
 ■ Edge
 ■ Samsung Internet
 ■ Other



### Internet Explorer Browser Versions

Browser Version	Users
11.0	32,207
7.0	4,522
8.0	1,391
9.0	1,060
10.0	942

(Section IV. J.) Leverage - NIC projects and portals in the news

## Around the Country NIC Portals Connect Citizen and Government Services



NIC's Gov2Go Platform Now Available in All 50 States

<https://finance.yahoo.com/news/nic-gov2go-platform-now-available-120000546.html>

Nebraska.gov Wins Web Marketing Standard of Excellence Award

<https://finance.yahoo.com/news/nebraska-gov-wins-marketing-standard-120000394.html>

Agile development helps Wisconsin meet enhanced opioid reporting requirements

<http://statescoop.com/agile-development-helps-wisconsin-meet-enhanced-opioid-reporting-requirements>

Nebraska State Patrol Modernizes Concealed Handgun Permit with Online Services

<https://finance.yahoo.com/news/nebraska-state-patrol-modernizes-concealed-120000472.html>

Top employers named as 'Best Places to Work in Maine'

<http://www.mainebiz.biz/article/2017/10/11/NEWS01/171019989/top-employers-named-as-%27best-places-to-work-in-maine%27>

West Virginia Occupational Therapists Can Now Renew Licenses Online

<https://finance.yahoo.com/news/west-virginia-occupational-therapists-now-130000298.html>

Batman energizes kids, holiday party at Topeka Rescue Mission

<http://cjonline.com/news/local/2017-12-16/batman-energizes-kids-holiday-party-topeka-rescue-mission#>

2017: A Very Productive Year

## Creating a Digital Nebraska



## Money Savings for NE Government



## Getting Noticed



## Testimonials

"You guys really ROCK! Thank you so much for your help with our subscription issue!"

**Cheryl**  
Greater Omaha Chamber

"No problems, just wanted to pass on kudos for developing an easy to use site. Thank you"

**Todd**  
Grand Island

"This online vehicle re-registration system is perfect! Extremely well thought out! Well done!"

**Peter**  
Bellevue

## Innovation of the Year

**Gov2GO: A citizen's personal assistant**

- 5 Services for License Renewals!**  
(Electrical License Renewals, Pesticide Dealer & Product Reg., Weighing and Measuring Device Reg., Geologist License, Concealed Handgun Permit)
- 1 Citizenship service** (Voter Registration)
- 2 Federal Services**  
(Amber Alerts, & State and National Parks)
- 9 Partners collaborating**
- + More to come!**



[getgov2go.com](http://getgov2go.com) gov2go®

## New Service Success

**Nebraska State Patrol**  
**Online Concealed Handgun Permit**

First 30 days:  
Renewals: **95%** online, 5% in person  
Lost/Stolen: **71%** online, 29% via mail  
Data change: **60%** online, 40% via mail  
All categories combined first 30 days



"At the state, we are always looking for new ways to make state government work better for Nebraskans," said Governor Ricketts. "This new online renewal process for Concealed Handgun Permits is just another example of how we are working to make state government more effective, more efficient, and more customer-focused. These first three months have shown just how beneficial this new process will be for Nebraskans exercising their 2nd Amendment rights."

"The online renewal process is a major time-saver for both the public and NSP staff," said Colonel John Bolduc, Superintendent of NSP, "We saw 72 percent of renewals use the online system in the first three months"

# Appendix 1

**Payment Statement  
November 30, 2017**

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

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



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

**Transaction Services Subject to the 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	15,957	\$3.00	\$47,871.00	\$31,914.00	\$15,957.00	\$1,595.70	\$14,361.30
DMV- DLR - Monitoring Fee	635,524	\$0.06	\$38,131.44	\$25,420.96	\$12,710.48	\$1,271.05	\$11,439.43
DMV- DLR - Interactive	69,304	\$3.00	\$207,912.00	\$138,608.00	\$69,304.00	\$6,930.40	\$62,373.60
DMV- DLR - Certified	35	\$3.00	\$105.00	\$70.00	\$35.00	\$3.50	\$31.50
DMV- DLR - Certified Transcript	183	\$4.00	\$732.00	\$549.00	\$183.00	\$18.30	\$164.70
DMV - DLR Single	1,643	\$3.00	\$4,929.00	\$3,286.00	\$1,643.00	\$164.30	\$1,478.70
DMV - Driver License Renew	8,214	Variable	\$180,769.50	\$170,412.00	\$10,357.50	\$1,035.75	\$9,321.75
DMV- TLR - Interactive	15,195	\$1.00	\$15,195.00	\$6,078.00	\$9,117.00	\$911.70	\$8,205.30
DMV- TLR - batch	59,704	\$1.00	\$59,704.00	\$23,881.60	\$35,822.40	\$3,582.24	\$32,240.16
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	11	\$50.00	\$550.00	\$374.00	\$176.00	\$17.60	\$158.40
DMV- TLR - Vol. Over 2,000/Run	11	\$18.00	\$198.00	\$110.00	\$88.00	\$8.80	\$79.20
DMV - Reinstatement	1,914	\$3.00	\$143,142.00	\$137,400.00	\$5,742.00	\$574.20	\$5,167.80
DMV - Specialty Plates	2,512	\$3.00	\$79,687.00	\$72,145.00	\$7,542.00	\$754.20	\$6,787.80
DMV - IRP	349	Variable	\$933,093.68	\$929,184.61	\$3,909.07	\$390.91	\$3,518.16
DMV - IFTA	1,147	Variable	\$183,301.83	\$181,484.73	\$1,817.10	\$181.71	\$1,635.39
DMV - SingleTripPermit	925	Variable	\$37,557.00	\$34,495.00	\$3,062.00	\$306.20	\$2,755.80
DMV - Motor Vehicle Renewals	20,923	Variable	\$4,928,926.43	\$4,822,337.43	\$106,589.00	\$10,658.90	\$95,930.10
HHSS - Health Practitioner Lists	56	Variable	\$3,390.00	\$0.00	\$3,390.00	\$339.00	\$3,051.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,845.00	\$0.00	\$2,845.00	\$284.50	\$2,560.50
HHSS - Health License Monitoring	12,946	Variable	129.46	0.00	129.46	\$12.95	\$116.51
HHSS - Health License Monitoring Mo. Min.	1	Variable	14.69	0	14.69	\$1.47	\$13.22
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	291	\$1.00	\$20,785.34	\$20,095.00	\$690.34	\$69.03	\$621.31
LCC Local Renewals	142	Variable	\$129,934.11	\$128,858.15	\$1,075.96	\$107.60	\$968.36
LCC SDL	97	Variable	\$4,368.99	\$4,120.00	\$248.99	\$24.90	\$224.09
SED - Electrical Permits	824	4% of Fee	\$78,317.00	\$78,317.00	\$3,132.68	\$313.27	\$2,819.41
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	66	3.00	\$2,838.00	2,640.00	198.00	\$19.80	\$178.20
SED - License List	1	Variable	\$35.00	35.00	5.00	\$0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	37	3.00	\$2,331.00	2,331.00	111.00	\$11.10	\$99.90
SEDEXAM5 - Exam Application (\$5 fee)	6	5.00	\$780.00	780.00	30.00	\$3.00	\$27.00
SOS - Corporation filings (LLC/LLP)	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,289	\$2/variable	\$103,710.80	\$100,525.00	\$3,185.80	\$318.58	\$2,867.22
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	24	\$10.00	\$243.50	\$243.50	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	640	\$6.50	\$4,160.00	\$1,600.00	\$2,560.00	\$256.00	\$2,304.00
SOS - CollectionRenew	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	508	\$6.50	\$3,302.00	\$1,270.00	\$2,032.00	\$203.20	\$1,828.80

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)	20	Variable	\$945.00	\$472.50	\$472.50	\$47.25	\$425.25
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$3.00	\$27.00
SOS - Corporate Images Subscriber	6,474	\$0.45	\$2,913.30	\$2,071.68	\$841.62	\$84.16	\$757.46
SOS - Corporate Images Credit Card	2,948	\$0.45	\$1,326.60	\$943.36	\$383.24	\$38.32	\$344.92
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	5,980	\$4.50	\$26,910.00	\$20,930.00	\$5,980.00	\$598.00	\$5,382.00
SOS - UCC Monthly Batch Service	1	\$800.00	\$800.00	\$400.00	\$400.00	\$40.00	\$360.00
SOS - UCC Special Request	66	Variable	\$132.00	\$66.00	\$66.00	\$6.60	\$59.40
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	1	\$15.00	\$15.00	\$7.50	\$7.50	\$0.75	\$6.75
SOS - UCC Continuationl Filings	1,781	\$8.00	\$14,248.00	\$11,576.50	\$2,671.50	\$267.15	\$2,404.35
SOS - UCC Original Filings	2,067	\$8.00	\$16,536.00	\$13,745.55	\$2,790.45	\$279.05	\$2,511.40
SOS - UCC Electronic Amendments	508	\$8.00	\$4,064.00	\$3,302.00	\$762.00	\$76.20	\$685.80
SOS - UCC Electronic Assignments	9	\$8.00	\$72.00	\$58.50	\$13.50	\$1.35	\$12.15
SOS - UCC Electronic Collateral Amendments	90	\$8.00	\$720.00	\$585.00	\$135.00	\$13.50	\$121.50
SOS - UCC Images	10,361	\$0.45	\$4,662.45	\$3,315.52	\$1,346.93	\$134.69	\$1,212.24
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - EFS Interactive Searches	932	\$4.50	\$4,194.00	\$3,262.00	\$932.00	\$93.20	\$838.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	398	\$8.00	\$3,184.00	\$2,587.00	\$597.00	\$59.70	\$537.30
SOS - EFS Original Filings	167	\$8.00	\$1,336.00	\$1,085.50	\$250.50	\$25.05	\$225.45
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	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	855	3% of Fee	\$145,535.00	\$141,168.95	\$4,366.05	\$436.61	\$3,929.44
E&A - Engineers & Architects License Renewal	1,152	5% of Fee	\$91,060.00	\$91,060.00	\$4,553.00	\$455.30	\$4,097.70
E&A - Engineers & Architects Recip	35	5% of Fee	\$5,250.00	\$5,250.00	\$262.50	\$26.25	\$236.25
Water Well Registrations	249	5% of Fee	\$19,840.00	\$18,451.20	\$1,388.80	\$138.88	\$1,249.92
REV - Motor Fuels Tax Filing	657	\$0.25	\$164.25	\$0.00	\$164.25	\$16.43	\$147.82
NDOA - Applicator permits	21	Variable	\$1,435.00	\$1,379.00	\$56.00	\$5.60	\$50.40
NDOA-Measuring device	72	Variable	\$6,959.77	\$6,733.59	\$226.18	\$22.62	\$203.56
NDOA-AGDRYBEAN/AGIMPORTEGG/AGCWGS	197	Variable	\$1,027,135.86	\$1,026,595.22	\$540.64	\$54.06	\$486.58
NDOA-AGSMALL_PACKAGE	9	Variable	\$4,206.64	\$4,100.00	\$106.64	\$10.66	\$95.98
NDOA-AGFFAL_Tonnage	7	Variable	\$396.91	\$378.90	\$18.01	\$1.80	\$16.21
NDOA-AGGFAL_Renew	1	Variable	\$17.12	\$15.00	\$2.12	\$0.21	\$1.91
NDOA - DAIRY/EGG/TURKEY	8	Variable	\$22,100.10	\$22,075.44	\$24.66	\$2.47	\$22.19
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA -Food License Renewals	37	Variable	\$8,595.62	\$8,396.35	\$199.27	\$19.93	\$179.34
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	31	Variable	\$33,082.63	\$33,028.38	\$54.25	\$5.43	\$48.82
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AG -Pesticide License Renewals	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	10	Variable	204.78	190.00	\$14.78	\$1.48	\$13.30
OTC-Over the counter payment	12,279	Variable	\$2,012,785.36	\$1,976,257.69	\$36,527.67	\$3,652.77	\$32,874.90
OTC Billback	95	Variable			\$282.92	\$28.29	\$254.63
PropertyTax Payments	121	Variable	\$330,983.02	\$328,906.89	\$2,076.13	\$207.61	\$1,868.52

DOL-Contractor Registration	1,014	Variable	\$45,106.00	\$42,040.00	\$3,066.00	\$306.60	\$2,759.40
NDOL_BOILER	37	Variable	\$2,918.00	\$2,807.00	\$111.00	\$11.10	\$99.90
NDOL_ELEVATOR	12	Variable	\$2,657.83	\$2,545.00	\$112.83	\$11.28	\$101.55
NDOL_OVR_PMT	74	Variable	\$9,338.61	\$9,107.00	\$231.61	\$23.16	\$208.45
NDOL_TAX_PMT	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
State Patrol Crime Report	1,396	\$18.00	\$33,495.50	\$27,012.50	\$6,483.00	\$648.30	\$5,834.70
NSPCCW_Renew - NSP Conceal & Carry Permi	287	\$4.50	\$15,587.00	\$14,300.00	\$1,287.00	\$128.70	\$1,158.30
State Patrol Crime Report - Subscriber	379	Variable	\$5,772.50	\$4,841.00	\$931.50	\$93.15	\$838.35
Event Registration	144	10% of Fee	\$8,235.50	\$7,458.50	\$777.00	\$77.70	\$699.30
Sarpy_Stop	240	Variable	\$26,940.00	\$26,285.38	\$654.62	\$65.46	\$589.16
Medicaid & Long Term Care	120	\$1.75	\$7,918.00	\$7,918.00	\$210.00	\$21.00	\$189.00
Micellaneous Charge for Swipers	2	variable	\$227.20	\$0.00	\$227.20	\$22.72	\$204.48
<b>SUBTOTAL</b>	<b>901,863</b>		<b>\$11,180,283.84</b>	<b>\$10,796,904.60</b>	<b>\$391,966.34</b>	<b>\$39,196.65</b>	<b>\$352,769.69</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	139,361	\$1.00	\$139,361.00	69,680.50	69,680.50	\$69,680.50
Court Records (Justice) Monthly	86	\$500.00	\$43,000.00	\$21,500.00	21,500.00	\$21,500.00
Court Records (Justice) Credit Card Searches	747	\$15.00	\$11,205.00	\$5,602.50	5,602.50	\$5,602.50
Court E-Filing	14,664	\$1.00	\$14,664.00	\$0.00	\$14,664.00	\$14,664.00
COURTAPELFILE	368	\$2.00	\$832.00	\$100.00	732.00	\$732.00
Courtjudge	124	\$50.00	\$6,200.00	\$0.00	\$6,200.00	\$6,200.00
Court Citations	5,588	Variable	\$749,087.70	\$733,908.70	15,179.00	\$15,179.00
Court Payments	2,675	Variable	\$710,544.45	\$699,196.67	11,347.78	\$11,347.78
Lobbyist Registration	13	\$0.05	\$2,600.00	\$2,600.00	130.00	\$130.00
OTC-Court payments	2	Variable	\$107.61	\$105.00	2.61	\$2.61
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	502	Variable	\$2,358.00	\$1,065.00	\$1,293.00	\$1,293.00
Sccalessubscr	726	Variable	\$726.00	\$363.00	363.00	\$363.00
<b>SUBTOTAL</b>	<b>164,856</b>		<b>1,680,685.76</b>	<b>1,534,121.37</b>	<b>146,694.39</b>	<b>146,694.39</b>
						<b>\$36,918.71</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			8,886.33	8,886.33	8,886.33
Subscriptions - New	446	50.00	22,300.00	22,300.00	22,300.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$31,186.33</b>	<b>\$31,186.33</b>	

### Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
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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	1,516	17.00	30,413.00	30,413.00	0.00
LCC -Tax Payments	33	variable	2,366,521.00	2,366,521.00	0.00
COURTEFILESUB	14,664	variable	\$394,378.00	\$394,378.00	0.00
COURTAPPTFILE	2	variable	\$100.00	\$100.00	0.00
WCCSUB	71	variable	\$1,065.00	\$1,065.00	0.00
<b>SUBTOTAL</b>	<b>16,286</b>		<b>\$2,792,477.00</b>	<b>\$2,792,477.00</b>	



**Payment Statement  
December 31, 2017**

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

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



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

**Transaction Services Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	Net Gross Share	NSRB Share (10%)	Net Share (90%)
DMV- DLR - Batch	15,379	\$3.00	\$46,137.00	\$30,758.00	\$15,379.00	\$1,537.90	\$13,841.10
DMV- DLR - Monitoring Fee	644,650	\$0.06	\$38,679.00	\$25,786.00	\$12,893.00	\$1,289.30	\$11,603.70
DMV- DLR - Interactive	65,271	\$3.00	\$195,813.00	\$130,542.00	\$65,271.00	\$6,527.10	\$58,743.90
DMV- DLR - Certified	44	\$3.00	\$132.00	\$88.00	\$44.00	\$4.40	\$39.60
DMV- DLR - Certified Transcript	166	\$4.00	\$664.00	\$498.00	\$166.00	\$16.60	\$149.40
DMV - DLR Single	1,490	\$3.00	\$4,470.00	\$2,980.00	\$1,490.00	\$149.00	\$1,341.00
DMV - Driver License Renew	6,830	Variable	\$160,576.00	\$151,861.00	\$8,715.00	\$871.50	\$7,843.50
DMV- TLR - Interactive	13,586	\$1.00	\$13,586.00	\$5,434.40	\$8,151.60	\$815.16	\$7,336.44
DMV- TLR - batch	27,821	\$1.00	\$27,821.00	\$11,128.40	\$16,692.60	\$1,669.26	\$15,023.34
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	8	\$18.00	\$144.00	\$80.00	\$64.00	\$6.40	\$57.60
DMV - Reinstatement	1,917	\$3.00	\$145,826.00	\$140,075.00	\$5,751.00	\$575.10	\$5,175.90
DMV - Specialty Plates	2,319	\$3.00	\$70,747.00	\$63,790.00	\$6,957.00	\$695.70	\$6,261.30
DMV - IRP	393	Variable	\$2,045,072.21	\$2,041,793.82	\$3,278.39	\$327.84	\$2,950.55
DMV - IFTA	641	Variable	\$30,024.37	\$29,288.85	\$735.52	\$73.55	\$661.97
DMV - Single Trip Permit	647	Variable	\$25,715.00	\$23,625.00	\$2,090.00	\$209.00	\$1,881.00
DMV - Motor Vehicle Renewals	18,400	Variable	\$4,520,363.39	\$4,424,470.11	\$95,893.28	\$9,589.33	\$86,303.95
HHSS - Health Practitioner Lists	62	Variable	\$3,710.00	\$0.00	\$3,710.00	\$371.00	\$3,339.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$400.00	\$0.00	\$400.00	\$40.00	\$360.00
HHSS - Health License Monitoring	12,255	Variable	122.55	0.00	122.55	\$12.26	\$110.29
HHSS - Health License Monitoring Mo. Min.	2	Variable	29.4	0	29.4	\$2.94	\$26.46
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	20	\$1.00	\$1,253.17	\$1,200.00	\$53.17	\$5.32	\$47.85
LCC Local Renewals	6	Variable	\$5,244.84	\$5,159.00	\$85.84	\$8.58	\$77.26
LCC SDL	79	Variable	\$3,723.95	\$3,520.00	\$203.95	\$20.40	\$183.55
SED - Electrical Permits	765	4% of Fee	\$85,865.00	\$85,865.00	\$3,434.60	\$343.46	\$3,091.14
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	94	3.00	\$4,042.00	3,760.00	282.00	\$28.20	\$253.80
SED - License List	1	Variable	\$15.00	15.00	5.00	\$0.50	\$4.50
SEDEXAM3 - Exam Application (\$3 fee)	18	3.00	\$1,134.00	1,134.00	54.00	\$5.40	\$48.60
SEDEXAM5 - Exam Application (\$5 fee)	5	5.00	\$650.00	650.00	25.00	\$2.50	\$22.50
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	1,316	\$2/variable	\$103,892.30	\$100,680.00	\$3,212.30	\$321.23	\$2,891.07
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	715	\$6.50	\$4,647.50	\$1,787.50	\$2,860.00	\$286.00	\$2,574.00
SOS - Collection Renew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	534	\$6.50	\$3,471.00	\$1,335.00	\$2,136.00	\$213.60	\$1,922.40

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)	18	Variable	\$315.00	\$157.50	\$157.50	\$15.75	\$141.75
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,986	\$0.45	\$2,243.70	\$1,595.52	\$648.18	\$64.82	\$583.36
SOS - Corporate Images Credit Card	3,146	\$0.45	\$1,415.70	\$1,006.72	\$408.98	\$40.90	\$368.08
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	6,775	\$4.50	\$30,487.50	\$23,712.50	\$6,775.00	\$677.50	\$6,097.50
SOS - UCC Monthly Batch Service	1	\$800.00	\$800.00	\$400.00	\$400.00	\$40.00	\$360.00
SOS - UCC Special Request	317	Variable	\$634.00	\$317.00	\$317.00	\$31.70	\$285.30
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - UCC Continuationl Filings	1,703	\$8.00	\$13,624.00	\$11,069.50	\$2,554.50	\$255.45	\$2,299.05
SOS - UCC Original Filings	1,848	\$8.00	\$14,784.00	\$12,289.20	\$2,494.80	\$249.48	\$2,245.32
SOS - UCC Electronic Amendments	410	\$8.00	\$3,280.00	\$2,665.00	\$615.00	\$61.50	\$553.50
SOS - UCC Electronic Assignments	2	\$8.00	\$16.00	\$13.00	\$3.00	\$0.30	\$2.70
SOS - UCC Electronic Collateral Amendments	98	\$8.00	\$784.00	\$637.00	\$147.00	\$14.70	\$132.30
SOS - UCC Images	13,565	\$0.45	\$6,104.25	\$4,340.80	\$1,763.45	\$176.35	\$1,587.10
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - EFS Interactive Searches	1,200	\$4.50	\$5,400.00	\$4,200.00	\$1,200.00	\$120.00	\$1,080.00
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	323	\$8.00	\$2,584.00	\$2,099.50	\$484.50	\$48.45	\$436.05
SOS - EFS Original Filings	371	\$8.00	\$2,968.00	\$2,411.50	\$556.50	\$55.65	\$500.85
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$1.65	\$14.85
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	2,764	3% of Fee	\$462,380.00	\$448,508.60	\$13,871.40	\$1,387.14	\$12,484.26
E&A - Engineers & Architects License Renewal	835	5% of Fee	\$65,920.00	\$65,920.00	\$3,296.00	\$329.60	\$2,966.40
E&A - Engineers & Architects Recip	25	5% of Fee	\$3,750.00	\$3,750.00	\$187.50	\$18.75	\$168.75
Water Well Registrations	214	5% of Fee	\$17,470.00	\$16,247.10	\$1,222.90	\$122.29	\$1,100.61
REV - Motor Fuels Tax Filing	467	\$0.25	\$116.75	\$0.00	\$116.75	\$11.68	\$105.07
NDOA - Applicator permits	11	Variable	\$470.00	\$445.00	\$25.00	\$2.50	\$22.50
NDOA-Measuring device	12	Variable	\$1,824.01	\$1,788.05	\$35.96	\$3.60	\$32.36
NDOA-AGDRYBEAN/AGIMPORTEGG/AGCWGS	13	Variable	\$38,167.35	\$37,995.28	\$172.07	\$17.21	\$154.86
NDOA-AGSMALL_PACKAGE	2	Variable	\$849.04	\$825.00	\$24.04	\$2.40	\$21.64
NDOA-AGFFAL_Tonnage	2	Variable	\$818.17	\$814.67	\$3.50	\$0.35	\$3.15
NDOA-AGGFAL_Renew	687	Variable	\$22,243.68	\$20,720.00	\$1,523.68	\$152.37	\$1,371.31
NDOA - DAIRY/EGG/TURKEY	6	Variable	\$22,214.10	\$22,195.56	\$18.54	\$1.85	\$16.69
NDOA - Grape/Potato	1	Variable	\$42.05	\$40.30	\$1.75	\$0.18	\$1.57
NDOA -Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	1	Variable	\$101.75	\$100.00	\$1.75	\$0.2	\$1.55
NDOA - AGPESTKELLY	8	Variable	\$113,233.75	\$113,120.00	\$113.75	\$11.38	\$102.37
NDOA - AG_CervineFacility Permit	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	36	Variable	\$73,493.99	\$73,430.99	\$63.00	\$6.30	\$56.70
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AG -Pesticide License Renewals	667	Variable	\$760,732.84	\$747,255.00	\$13,477.84	\$1,347.78	\$12,130.06
NDOA -Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses/Permits	5	Variable	159.77	150.00	\$9.77	\$0.98	\$8.79
OTC-Over the counter payment	11,498	Variable	\$1,876,516.13	\$1,842,534.86	\$33,981.27	\$3,398.13	\$30,583.14
OTC Billback	94	Variable			\$227.59	\$22.76	\$204.83

PropertyTax Payments	49	Variable	\$224,479.61	\$223,862.57	\$617.04	\$61.70	\$555.34
DOL-Contractor Registration	760	Variable	\$34,220.70	\$31,935.00	\$2,285.70	\$228.57	\$2,057.13
NDOL_BOILER	31	Variable	\$2,280.00	\$2,187.00	\$93.00	\$9.30	\$83.70
NDOL_ELEVATOR	13	Variable	\$2,731.36	\$2,635.00	\$96.36	\$9.64	\$86.72
NDOL_OVR_PMT	83	Variable	\$16,890.28	\$16,563.82	\$326.46	\$32.65	\$293.81
NDOL_TAX_PMT	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Patrol Crime Report	1,247	\$18.00	\$30,612.50	\$24,687.50	\$5,925.00	\$592.50	\$5,332.50
NSPCCW_Renew - NSP Conceal & Carry Permi	262	\$4.50	\$14,279.00	\$13,100.00	\$1,179.00	\$117.90	\$1,061.10
State Patrol Crime Report - Subscriber	405	Variable	\$6,148.50	\$5,171.10	\$977.40	\$97.74	\$879.66
Event Registration	148	10% of Fee	\$5,405.00	\$4,882.50	\$522.50	\$52.25	\$470.25
Sarpy_Stop	235	Variable	\$24,130.00	\$23,543.68	\$586.32	\$58.63	\$527.69
Medicaid & Long Term Care	95	\$1.75	\$6,548.00	\$6,548.00	\$166.25	\$16.63	\$149.62
Micellaneous Charge for Swipers	9	variable	\$1,201.30	\$0.00	\$1,201.30	\$120.13	\$1,081.17
<b>SUBTOTAL</b>	<b>870,974</b>		<b>\$11,471,076.97</b>	<b>\$11,111,576.41</b>	<b>\$366,896.50</b>	<b>\$36,689.72</b>	<b>\$330,206.78</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	129,224	\$1.00	\$129,224.00	64,612.00	64,612.00	\$64,612.00
Court Records (Justice) Monthly	86	\$500.00	\$43,000.00	\$21,500.00	21,500.00	\$21,500.00
Court Records (Justice) Credit Card Searches	595	\$15.00	\$8,925.00	\$4,462.50	4,462.50	\$4,462.50
Court E-Filing	12,585	\$1.00	\$12,585.00	\$0.00	\$12,585.00	\$12,585.00
COURTAPELFILE	381	\$2.00	\$1,202.00	\$450.00	752.00	\$752.00
Courtjudge	125	\$50.00	\$6,250.00	\$0.00	\$6,250.00	\$6,250.00
Court Citations	5,313	Variable	\$699,809.46	\$685,407.81	14,401.65	\$14,401.65
Court Payments	2,627	Variable	\$644,545.51	\$634,019.01	10,526.50	\$10,526.50
Lobbyist Registration	46	\$0.05	\$14,260.00	\$14,260.00	713.00	\$713.00
OTC-Court payments	5	Variable	\$438.81	\$428.15	10.66	\$10.66
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	451	Variable	\$1,941.00	\$735.00	\$1,206.00	\$1,206.00
Sccalessubscr	585	Variable	\$585.00	\$292.50	292.50	\$292.50
<b>SUBTOTAL</b>	<b>152,023</b>		<b>1,562,765.78</b>	<b>1,426,166.97</b>	<b>137,311.81</b>	<b>137,311.81</b>
						<b>\$41,730.38</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			3,793.33	3,793.33	3,793.33
Subscriptions - New	311	50.00	15,550.00	15,550.00	15,550.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$19,343.33</b>	<b>\$19,343.33</b>	

### Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions	Fee per Record	Total Revenue	Agency Share	NII Share
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	1,370	17.00	27,336.00	27,336.00	0.00
LCC -Tax Payments	32	variable	2,796,988.00	2,796,988.00	0.00
COURTEFILESUB	12,585	variable	\$328,115.00	\$328,115.00	0.00
COURTAPPTFILE	5	variable	\$450.00	\$450.00	0.00
WCCSUB	49	variable	\$735.00	\$735.00	0.00
<b>SUBTOTAL</b>	<b>14,041</b>		<b>\$3,153,624.00</b>	<b>\$3,153,624.00</b>	

**Payment Statement  
January 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: December 1st - December 31st**

**Transaction Services Subject to the 10% Split with the Nebraska State Records Board**

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (1 NII Share (90%))	NII Share (90%)
DMV- DLR - Batch	14,667	\$3.00	\$44,001.00	\$29,334.00	\$14,667.00	\$1,466.70	\$13,200.30
DMV- DLR - Monitoring Fee	642,571	\$0.06	\$38,554.26	\$25,702.84	\$12,851.42	\$1,285.14	\$11,566.28
DMV- DLR - Interactive	57,024	\$3.00	\$171,072.00	\$114,048.00	\$57,024.00	\$5,702.40	\$51,321.60
DMV- DLR - Certified	29	\$3.00	\$87.00	\$58.00	\$29.00	\$2.90	\$26.10
DMV- DLR - Certified Transcript	141	\$4.00	\$564.00	\$423.00	\$141.00	\$14.10	\$126.90
DMV - DLR Single	1,298	\$3.00	\$3,894.00	\$2,596.00	\$1,298.00	\$129.80	\$1,168.20
DMV - Driver License Renew	6,385	Variable	\$159,186.25	\$150,672.50	\$8,513.75	\$851.38	\$7,662.37
DMV- TLR - Interactive	12,428	\$1.00	\$12,428.00	\$4,971.20	\$7,456.80	\$745.68	\$6,711.12
DMV- TLR - batch	19,580	\$1.00	\$19,580.00	\$7,832.00	\$11,748.00	\$1,174.80	\$10,573.20
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$14.40	\$129.60
DMV- TLR - Vol. Over 2,000/Run	8	\$18.00	\$144.00	\$80.00	\$64.00	\$6.40	\$57.60
DMV - Reinstatement	1,821	\$3.00	\$133,913.00	\$128,450.00	\$5,463.00	\$546.30	\$4,916.70
DMV - Specialty Plates	1,931	\$3.00	\$65,703.00	\$59,910.00	\$5,793.00	\$579.30	\$5,213.70
DMV - IRP	651	Variable	\$10,560,303.72	\$10,554,050.95	\$6,252.77	\$625.28	\$5,627.49
DMV - IFTA	575	Variable	\$17,982.88	\$17,442.41	\$540.47	\$54.05	\$486.42
DMV - SingleTripPermit	516	Variable	\$20,354.00	\$18,710.00	\$1,644.00	\$164.40	\$1,479.60
DMV - Motor Vehicle Renewals	19,827	Variable	\$5,032,105.91	\$4,929,115.45	\$102,990.46	\$10,299.05	\$92,691.41
HHSS - Health Practitioner Lists	51	Variable	\$3,705.00	\$0.00	\$3,705.00	\$370.50	\$3,334.50
HHSS - Health Practitioner Lists Bulk	1	Variable	\$400.00	\$0.00	\$400.00	\$40.00	\$360.00
HHSS - Health License Monitoring	12,698	Variable	126.98	0.00	126.98	\$12.70	\$114.28
HHSS - Health License Monitoring Mo. Min.	2	Variable	29.38	0	29.38	\$2.94	\$26.44
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	44	Variable	\$1,905.25	\$1,800.00	\$105.25	\$10.53	\$94.72
SED - Electrical Permits	685	4% of Fee	\$69,080.00	\$69,080.00	\$2,763.20	\$276.32	\$2,486.88
SED - Electrician License Renewal	0	2% of Fee	\$0.00	0.00	0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	73	3.00	\$3,139.00	2,920.00	219.00	\$21.90	\$197.10
SED - License List	4	Variable	\$60.00	60.00	20.00	\$2.00	\$18.00
SEDEXAM3 - Exam Application (\$3 fee)	47	3.00	\$2,961.00	2,961.00	141.00	\$14.10	\$126.90
SEDEXAM5 - Exam Application (\$5 fee)	5	5.00	\$650.00	650.00	25.00	\$2.50	\$22.50
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	1,374	\$2/variable	\$106,001.60	\$102,660.00	\$3,341.60	\$334.16	\$3,007.44
SOS - Corp filings (Foreign/Domestic Corporations)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Certificate of Good Standing Orders	35	\$10.00	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing	658	\$6.50	\$4,277.00	\$1,645.00	\$2,632.00	\$263.20	\$2,368.80
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Online Certificate of Good Standing Credit Car	487	\$6.50	\$3,165.50	\$1,217.50	\$1,948.00	\$194.80	\$1,753.20

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)	21	Variable	\$405.00	\$202.50	\$202.50	\$20.25	\$182.25
SOS - Corporate Special Request	5	\$15.00	\$75.00	\$37.50	\$37.50	\$3.75	\$33.75
SOS - Corporate Images Subscriber	4,489	\$0.45	\$2,020.05	\$1,436.48	\$583.57	\$58.36	\$525.21
SOS - Corporate Images Credit Card	2,887	\$0.45	\$1,299.15	\$923.84	\$375.31	\$37.53	\$337.78
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$105.00	\$945.00
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	0.00	0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	2	\$800.00	\$1,600.00	\$800.00	\$800.00	\$80.00	\$720.00
SOS - UCC Weekly Batch Service	7	\$300.00	\$2,100.00	\$1,050.00	\$1,050.00	\$105.00	\$945.00
SOS - UCC Interactive Searches	8,720	\$4.50	\$39,240.00	\$30,520.00	\$8,720.00	\$872.00	\$7,848.00
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	1	\$15.00	\$15.00	\$7.50	\$7.50	\$0.75	\$6.75
SOS - UCC Continuationl Filings	1,511	\$8.00	\$12,088.00	\$9,821.50	\$2,266.50	\$226.65	\$2,039.85
SOS - UCC Original Filings	2,268	\$8.00	\$18,144.00	\$15,082.20	\$3,061.80	\$306.18	\$2,755.62
SOS - UCC Electronic Amendments	377	\$8.00	\$3,016.00	\$2,450.50	\$565.50	\$56.55	\$508.95
SOS - UCC Electronic Assignments	4	\$8.00	\$32.00	\$26.00	\$6.00	\$0.60	\$5.40
SOS - UCC Electronic Collateral Amendments	98	\$8.00	\$784.00	\$637.00	\$147.00	\$14.70	\$132.30
SOS - UCC Images	17,233	\$0.45	\$7,754.85	\$5,514.56	\$2,240.29	\$224.03	\$2,016.26
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$50.00	\$450.00
SOS - EFS Interactive Searches	2,191	\$4.50	\$9,859.50	\$7,668.50	\$2,191.00	\$219.10	\$1,971.90
SOS - EFS Special Request	9	\$2.00	\$18.00	\$9.00	\$9.00	\$0.90	\$8.10
SOS - EFS Continuations	257	\$8.00	\$2,056.00	\$1,670.50	\$385.50	\$38.55	\$346.95
SOS - EFS Original Filings	651	\$8.00	\$5,208.00	\$4,231.50	\$976.50	\$97.65	\$878.85
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$1.65	\$14.85
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	581	3% of Fee	\$96,530.00	\$93,634.10	\$2,895.90	\$289.59	\$2,606.31
E&A - Engineers & Architects License Renewal	2,297	5% of Fee	\$181,880.00	\$181,880.00	\$9,094.00	\$909.40	\$8,184.60
E&A - Engineers & Architects Recip	35	5% of Fee	\$5,250.00	\$5,250.00	\$262.50	\$26.25	\$236.25
Water Well Registrations	212	5% of Fee	\$17,110.00	\$15,912.30	\$1,197.70	\$119.77	\$1,077.93
REV - Motor Fuels Tax Filing	478	\$0.25	\$119.50	\$0.00	\$119.50	\$11.95	\$107.55
NDOA - Applicator permits	22	Variable	\$1,720.00	\$1,658.00	\$62.00	\$6.20	\$55.80
NDOA - AGAERIAL_LICENSE	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	35	Variable	\$4,620.32	\$4,467.51	\$152.81	\$15.28	\$137.53
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	8	Variable	\$30,019.97	\$29,996.62	\$23.35	\$2.34	\$21.01
NDOA - AGSMALL_PACKAGE	11	Variable	\$2,315.67	\$2,275.00	\$40.67	\$4.07	\$36.60
NDOA - AG_EURO_CORN	1	Variable	\$0.01	\$0.01	\$-	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$9.25	\$7.50	\$1.75	\$0.18	\$1.57
NDOA - AGFIRM_REGISTRATION	1	Variable	\$0.01	\$0.01	\$-	\$0.00	\$0.00
NDOA - AGGFAL_Renew	590	Variable	\$18,524.94	\$17,250.00	\$1,274.94	\$127.49	\$1,147.45
NDOA - DAIRY/EGG/TURKEY	8	Variable	\$22,088.08	\$22,061.08	\$27.00	\$2.70	\$24.30
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	2	Variable	\$310.98	\$300.00	\$10.98	\$1.1	\$9.88
NDOA - AGPESTKELLY	13	Variable	\$117,507.50	\$117,280.00	\$227.50	\$22.75	\$204.75
NDOA - AGPESTPROD_NEW	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	36	Variable	\$74,108.43	\$74,029.73	\$78.70	\$7.87	\$70.83
NDOA - AGNURSERY_RENEW	363	Variable	\$68,362.05	\$66,555.00	\$1,807.05	\$180.71	\$1,626.34
NDOA - AGNURSERY_STOCK	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00

NDOA - AGPERMIT_SELLSEEDS	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
NDOA - Pesticide License Renewals	579	Variable	\$556,155.45	\$548,365.00	\$7,790.45	\$779.05	\$7,011.40
NDOA - AGPESTDEAL_NEW	1	Variable	\$0.01	\$0.01	\$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	8	Variable	182.28	170.00	\$12.28	\$1.23	\$11.05
OTC-Over the counter payment	11,349	Variable	\$2,406,245.86	\$2,362,817.16	\$43,428.70	\$4,342.87	\$39,085.83
OTC Billback	116	Variable			\$301.06	\$30.11	\$270.95
PropertyTax Payments	974	Variable	\$4,880,284.02	\$4,860,330.97	\$19,953.05	\$1,995.31	\$17,957.74
NDOL - Contractor Registration	724	Variable	\$32,156.75	\$29,975.00	\$2,181.75	\$218.18	\$1,963.57
NDOL_BOILER	24	Variable	\$2,124.00	\$2,052.00	\$72.00	\$7.20	\$64.80
NDOL_ELEVATOR	18	Variable	\$5,892.90	\$5,670.00	\$222.90	\$22.29	\$200.61
NDOL_OVR_PMT	59	Variable	\$4,983.92	\$4,863.77	\$120.15	\$12.02	\$108.13
NDOL_TAX_PMT	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - DOT Permits	1,706	Variable	\$45,710.50	\$42,725.00	\$2,985.50	\$298.55	\$2,686.95
NEROADS - NDOTPERMITS	8	Variable	\$154.00	\$140.00	\$14.00	\$1.40	\$12.60
State Patrol Crime Report	1,082	\$18.00	\$25,187.50	\$20,312.50	\$4,875.00	\$487.50	\$4,387.50
NSPCCW_Renew - NSP Conceal & Carry Permi	333	\$4.50	\$18,094.00	\$16,600.00	\$1,494.00	\$149.40	\$1,344.60
State Patrol Crime Report - Subscriber	306	Variable	\$4,683.00	\$3,910.80	\$772.20	\$77.22	\$694.98
Event Registration	94	10% of Fee	\$3,460.00	\$3,122.00	\$338.00	\$33.80	\$304.20
Sarpy_Stop	171	Variable	\$17,925.01	\$17,487.36	\$437.65	\$43.77	\$393.88
Medicaid & Long Term Care	92	\$1.75	\$6,361.00	\$6,361.00	\$161.00	\$16.10	\$144.90
Micellaneous Charge for Swipers	0	variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	2,693	Variable	\$161.58	\$0.01	\$161.57	\$16.16	\$145.41
<b>SUBTOTAL</b>	<b>861,408</b>		<b>\$25,239,243.31</b>	<b>\$24,870,144.41</b>	<b>\$381,866.66</b>	<b>\$38,186.74</b>	<b>\$343,679.92</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	110,961	\$1.00	\$110,961.00	55,480.50	55,480.50	\$55,480.50
Court Records (Justice) Monthly	85	\$500.00	\$42,500.00	\$21,250.00	21,250.00	\$21,250.00
Court Records (Justice) Credit Card Searches	479	\$15.00	\$7,185.00	\$3,592.50	3,592.50	\$3,592.50
Court E-Filing	13,390	\$1.00	\$13,390.00	\$0.00	\$13,390.00	\$13,390.00
COURTAPELFILE	395	\$2.00	\$1,030.00	\$250.00	780.00	\$780.00
Courtjudge	127	\$50.00	\$6,350.00	\$0.00	\$6,350.00	\$6,350.00
Court Citations	5,448	Variable	\$721,765.44	\$707,007.14	14,758.30	\$14,758.30
Court Payments	2,216	Variable	\$672,219.73	\$663,062.78	9,156.95	\$9,156.95
Lobbyist Registration	286	\$0.05	\$92,205.00	\$92,205.00	4,610.25	\$4,610.25
OTC-Court payments	2	Variable	\$1,651.52	\$1,611.40	40.12	\$40.12
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	3	\$100.00	\$300.00	\$150.00	150.00	\$150.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	426	Variable	\$1,998.00	\$900.00	\$1,098.00	\$1,098.00
Scalesubscr	712	Variable	\$712.00	\$356.00	356.00	\$356.00
<b>SUBTOTAL</b>	<b>134,531</b>		<b>1,672,317.69</b>	<b>1,545,890.32</b>	<b>131,037.62</b>	<b>131,037.62</b>
						<b>\$31,350.43</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
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Grants/ Special Projects			2,341.33	2,341.33	2,341.33
Subscriptions - New	413	50.00	20,650.00	20,650.00	20,650.00
- Renewals	0	50.00	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					

**SUBTOTAL** **\$22,991.33** **\$22,991.33**

**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	1,158	17.00	23,103.00	23,103.00	0.00
LCC -Tax Payments	31	variable	2,522,746.00	2,522,746.00	0.00
COURTEFILESUB	13,390	variable	\$332,439.00	\$332,439.00	0.00
COURTAPPTFILE	5	variable	\$250.00	\$250.00	0.00
WCCSUB	60	variable	\$900.00	\$900.00	0.00
<b>SUBTOTAL</b>	<b>14,644</b>		<b>\$2,879,438.00</b>	<b>\$2,879,438.00</b>	