

NEBRASKA  
STATE RECORDS  
BOARD

September 2, 2020

9:00 A.M.



<p>ORGANIZATION Nebraska State Records Board</p>	<p>ACTIVITY Meeting</p>
<p>DATE OF ACTIVITY 09/02/2020</p>	<p>TIME OF ACTIVITY 9:00 AM Central</p>
<p>LOCATION 1221 N Street 2nd Floor Conference Room</p>	<p>DETAILS Quarterly Meeting</p>
<p>MEETING AGENDA <a href="http://">http://</a></p>	<p>MEETING MATERIALS <a href="http://">http://</a></p>
<p>NAME Colleen Byelick Chief Deputy SOS, General Counsel</p> <p>ADDRESS 1443 K Street Suite 2300 Lincoln, NE 68508</p> <p>TELEPHONE (402) 471-8076</p> <p>FAX (402) 471-3237</p>	<p>EMAIL <a href="mailto:Colleen.byelick@nebraska.gov">Colleen.byelick@nebraska.gov</a></p> <p>AGENCY WEBSITE <a href="https://staterecordsboard.nebraska.gov/">https://staterecordsboard.nebraska.gov/</a></p>

## NEBRASKA STATE RECORDS BOARD AGENDA

1221 N Street, 2<sup>nd</sup> Floor Conference Room

September 2, 2020, 9:00 A.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF OPEN MEETINGS ACT
3. NOTICE OF MEETING
4. **Action Item:** ADOPTION OF AGENDA
5. APPROVAL OF MINUTES  
**Action Item:** Approval of June 17, 2020 meeting minutes.
6. APPROVAL OF FINANCIAL REPORT  
**Action Item:** Approval of June 30, 2020 Cash Fund Balance Report
7. PUBLIC COMMENT
8. EXECUTIVE DIRECTOR'S REPORT
  - a) REVIEW OF TEMPLATE AGREEMENTS  
(Signed by Chairperson Evnen pursuant to Board authority)
    1. **Non-Action Item:** EGSLA – City of Ainsworth, Brand Committee, Douglas County, City of Fort Calhoun, City of Kearney, Little Blue Natural Resource District, Commission on Problem Gambling, Public Service Commission, City of Red Cloud, Village of Republican City, Supreme Court
    2. **Non-Action Item:** Citizen Payment Processing – City of Fort Calhoun, City of Springfield
    3. **Non-Action Item:** Business Payment Processing – City of Kearney.
    4. **Non-Action Item:** Event Registration – Commission on Law Enforcement and Criminal Justice, Commission on Problem Gambling
    5. **Non-Action Item:** PayPort – City of Ainsworth, Brand Committee, Little Blue Natural Resource District, Phelps County, Village of Republican City, and York County
    6. **Non-Action Item:** Statement of Work (SOW) – Education – Assistive Technology Partnership
  - b) REVIEW OF PROJECT STATUS REPORTS.
  - c) AUDIT OF NEBRASKA INTERACTIVE, LLC, 2018, 2019  
**Action Item:** Accept the Ernst & Young audit report of Nebraska Interactive, LLC dated April 29, 2020 for the 2018 and 2019 calendar years.
9. NEBRASKA INTERACTIVE REPORTS
  - a) **Action Item:** Project Priority Report Q2
  - b) **Action Item:** Nebraska Interactive LLC Business Plans for 2020
  - c) General Manager's Report

10. DATE FOR NEXT MEETING  
December 9, 2020, 9:00 a.m.  
Nebraska State Capitol, Room 1510

11. ADJOURNMENT

Last Updated 8/20/2020



## NEBRASKA STATE RECORDS BOARD

### MINUTES

#### Meeting of June 17, 2020

**Agenda Item 1. CALL TO ORDER, ROLL CALL.** The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairperson Robert B. Evnen at 9:00 a.m. on June 17, 2020, via video conferencing pursuant to Executive Order No. 20-24.

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

Robert B. Evnen, Secretary of State, State Records Administrator and Chairperson;  
Lt. Governor Mike Foley, representing the Governor;  
Russ Karpisek, representing the Auditor of Public Accounts;  
Jason Jackson, the Director of Administrative Services  
Leslie Donley, representing the Attorney General;  
Walter Weir, representing the General Public  
Tony Ojeda, representing the Insurance Industry;  
Angela Stenger, representing the Media

Absent

John Murante, State Treasurer

Vacant member positions:

Representative of the Legal Profession  
Representative of the Libraries  
Representative the Banking Industry

Staff in attendance:

Colleen Byelick, Chief Deputy and General Counsel, Secretary of State  
Tracy Marshall, Recording Clerk

**Agenda Item 2. ANNOUNCEMENT OF OPEN MEETINGS ACT.** After confirming that a quorum was present, the Chairperson announced that written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act were available online on the Secretary of State's website.

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on May 28, 2020, and on the state's public meeting calendar website. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.



Ms. Byelick announced that the annual independent audit of Nebraska Interactive was received and has been given to the Financial Subcommittee to review and report on at the next meeting.

**Agenda Item 8.a. REVIEW OF AGREEMENTS**

**Agenda Item 8.a.1. Review of Template Agreements:** Ms. Byelick indicated the EGSLA’s, Business Payment Processing, PayPort, and SOW’s that were signed pursuant to Board Authority,

**Agenda Item 8.b. Review of Project Status Report:** Ms. Byelick presented information related to the status of various active projects based upon feedback from the state agency partners. Mr. Weir expressed concern that some agencies did not respond to the inquiry from the Board.

**Agenda Item 9. NEBRASKA INTERACTIVE REPORTS.**

**Agenda Item 9a. Project Priority Report Q1:** Mr. Hoffman provided a brief overview of the report. Mr. Ojeda moved to approve the Project Priority Report, which was seconded by Mr. Karpisek. There was no further discussion.

Voting For:            Evnen            Foley            Karpisek            Jackson            Donley  
   Stenger            Weir            Ojeda

Voting Against:        None

Absent:                    Murante

The motion carried.

**Agenda Item 9.b. General Manager’s Report:** Mr. Hoffman indicated for the record that Nebraska Interactive was submitting their annual Business Plan by Friday, June 19, 2020 and would submit the report to recording clerk Tracy Marshall as part of their contractual obligation to provide a Business Plan. Mr. Hoffman then provided an overview of the General Manager’s Report. Mr. Hoffman highlighted the importance of electronic government services due to the current COVID-19 pandemic.

**Agenda Item 12. DATE FOR NEXT MEETING.** The Chairperson announced the next NSRB meeting will be held on September 2, 2020, at 9:00 a.m., in Room 1510 of the State Capitol.

**Agenda Item 13. ADJOURNMENT.** The Chairperson declared the meeting adjourned at 9:53 a.m.

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

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Date

**NSRB - CASH FUND BALANCE**  
**State Records Board - Revenues & Expenditures & Transfers**  
**April 1, 2020 through June 30, 2020**  
 With comparative figures for April 1, 2019 through June 30, 2019  
**FY 19-20**

	<u>Apr 2020</u>	<u>Prior Year Apr 2019</u>	<u>May 2020</u>	<u>Prior Year May 2019</u>	<u>Jun 2020</u>	<u>Prior Year Jun 2019</u>	<u>Year to Date FY 19-20</u>	<u>Year to Date FY 18-19</u>
<b>Revenues:</b>								
Sale of Subscriber Services	\$1,090,067.14	\$908,136.81	\$989,546.80	\$1,066,750.38	\$956,322.94	\$1,021,040.76	\$12,530,904.40	\$10,379,081.25
General Business Fees	\$27.00	\$85.00	\$18.00	\$42.00	\$27.00	\$25.00	\$535.00	\$617.29
Driver Records	\$135.00	\$461.00	\$159.00	\$1,119.00	\$140.00	\$197.00	\$4,898.33	\$5,530.00
Investment Income	\$3,171.86	\$2,402.01	\$2,928.99	\$2,156.46	\$2,293.36	\$2,609.89	\$28,997.52	\$23,275.32
<b>Total</b>	<b>\$1,093,401.00</b>	<b>\$911,084.82</b>	<b>\$992,652.79</b>	<b>\$1,070,067.84</b>	<b>\$958,783.30</b>	<b>\$1,023,872.65</b>	<b>\$12,565,335.25</b>	<b>\$10,408,503.86</b>
<b>Expenditures:</b>								
State Agency Transfers	\$728,528.09	\$614,352.08	\$656,520.24	\$728,078.84	\$628,306.84	\$694,205.80	\$8,556,332.49	\$6,852,499.37
NIC	\$230,946.76	\$235,208.65	\$200,282.46	\$230,381.06	\$193,151.34	\$227,244.77	\$2,615,704.22	\$2,820,027.53
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Services	\$11,348.41	\$9,492.66	\$11,348.58	\$9,492.63	\$11,348.60	\$9,492.44	\$160,286.25	\$114,315.32
Misc. Expense	\$1,686.35	\$746.84	\$827.42	\$612.02	(\$139.77)	\$873.77	\$14,234.94	\$8,253.01
<b>Total</b>	<b>\$972,509.61</b>	<b>\$859,800.23</b>	<b>\$868,978.70</b>	<b>\$968,564.55</b>	<b>\$832,667.01</b>	<b>\$931,816.78</b>	<b>\$11,346,557.90</b>	<b>\$9,795,095.23</b>
<b>Net Increase (Decrease)</b>	<b>\$120,891.39</b>	<b>\$51,284.59</b>	<b>\$123,674.09</b>	<b>\$101,503.29</b>	<b>\$126,116.29</b>	<b>\$92,055.87</b>	<b>\$1,218,777.35</b>	<b>\$613,408.63</b>
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$356,000.00)	(\$58,294.00)	(\$866,000.00)
<b>Fund Balance</b>	<b>\$1,757,694.25</b>	<b>\$1,009,442.12</b>	<b>\$1,881,368.34</b>	<b>\$1,110,945.41</b>	<b>\$2,007,484.63</b>	<b>\$847,001.28</b>	<b>\$2,007,484.63</b>	<b>\$847,001.28</b>
Fund Balance-Local Agency	\$542.39	\$529.77	\$543.26	\$530.83	\$544.02	\$531.98	\$544.02	\$531.98
<b>Records Management Cash Fund Balance</b>	<b>\$1,758,236.64</b>	<b>\$1,009,971.89</b>	<b>\$1,881,911.60</b>	<b>\$1,111,476.24</b>	<b>\$2,008,028.65</b>	<b>\$847,533.26</b>	<b>\$2,008,028.65</b>	<b>\$847,533.26</b>

\*LB294 (2019) required \$58,294 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2020. The transfer was made on July 15, 2019.

## Summary List Electronic Government Service Level Agreements

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

<u>New EGSLA</u>	<u>NSRB Chairman Signature</u>
Ainsworth, City of	06/19/2020
Brand Committee	07/27/2020
Douglas County	07/27/2020
Fort Calhoun, City of	06/19/2020
Kearney, City of	07/27/2020
Little Blue NRD	07/27/2020
Problem Gambling, Commission on	07/27/2020
Public Service Commission	07/27/2020
Red Cloud, City of	06/19/2020
Republican City, Village of	07/27/2020
Supreme Court	06/19/2020

**Electronic Government Service Level Agreement  
with  
City of Ainsworth**

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

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

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

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

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

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

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

Mailing address:	City of Ainsworth, Mayor P.O. Box 165 Ainsworth, 69210
Phone:	402-387-2494
Email:	cityofainsworth@sscg.net
[Optional] Fax:	

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

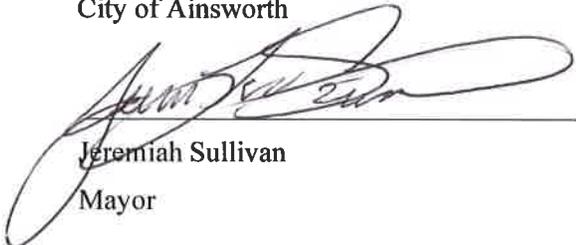
IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LLC (The Contractor)

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

5/5/20  
\_\_\_\_\_  
Date

City of Ainsworth

  
\_\_\_\_\_  
Jeremiah Sullivan  
Mayor

3/18/2020  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

6/19/2020  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Nebraska Brand Committee**

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

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

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

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

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

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

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

Mailing address:	Nebraska Brand Committee, Executive Director PO Box 1 Alliance, 69301
Phone:	(308) 763-2930
Email:	<a href="mailto:John.Widdowson@nebraska.gov">John.Widdowson@nebraska.gov</a>

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

Mailing Address:	Nebraska State Records Board
------------------	------------------------------

Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
  - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank

account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

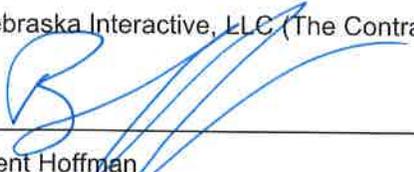
shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

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

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

Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

Nebraska Brand Committee

  
\_\_\_\_\_  
John Widdowson  
Executive Director

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

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

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

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

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

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

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

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

an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER’S FEES – The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner’s fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor’s control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Douglas County, Nebraska, Authorized Officer  
Omaha-Douglas Civic Center  
1819 Farnam Street, LC2  
Omaha, 68183-0100

Phone: 402-444-7025

Email: karen.cole@douglascounty-ne.gov

[Optional] Fax: 402-444-6559

Mailing Address: Nebraska Interactive  
1135 M Street, Suite 220  
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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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



acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

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

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

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

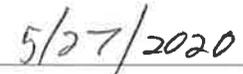
Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

Douglas County, Nebraska

  
\_\_\_\_\_  
Authorized Officer

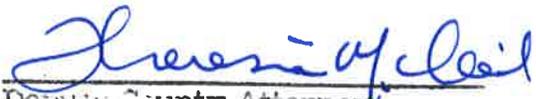
  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Attorney

**Electronic Government Service Level Agreement  
with  
City of Fort Calhoun**

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

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

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

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

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

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

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

Mailing address:	City of Fort Calhoun, Mayor 110 S. 14th Street Fort Calhoun, 68023
Phone:	402-468-5303
Email:	<a href="mailto:treasurer@fortcalhoun.org">treasurer@fortcalhoun.org</a>
[Optional] Fax:	402-468-5399

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

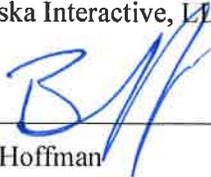
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
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21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on

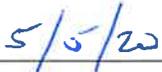
the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

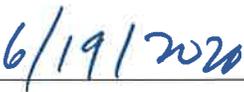
City of Fort Calhoun

  
\_\_\_\_\_  
Mitch Robinson  
Mayor

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
City of Kearney**

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

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

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

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

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

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

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

Mailing address:	City of Kearney, City Manager P.O. Box 1180 18 East 22nd Street Kearney, 68848
Phone:	308-233-3215
Email:	<a href="mailto:lbrandt@kearneygov.org">lbrandt@kearneygov.org</a>
[Optional] Fax:	308-234-6399

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

City of Kearney

  
\_\_\_\_\_  
Michael Morgan  
City Manager

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Little Blue Natural Resources District**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (“the Contractor”), the Nebraska State Records Board (the “NSRB”), and Little Blue Natural Resources District, a state governmental entity or political subdivision of Nebraska (“the Partner”).

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

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

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

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

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

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

Mailing address:	Little Blue Natural Resources District, General Manager 100 East 6th Street PO Box 100 Davenport, 68335
Phone:	402-364-2145
Email:	<a href="mailto:lbnd@littlebluenrd.org">lbnd@littlebluenrd.org</a>

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

Mailing Address:	Nebraska State Records Board
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Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
  - b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
    - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
    - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
9. TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
10. RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
11. CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
12. MARKETING – The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor’s promotion of Portal services.
13. EXHIBIT SPACE – The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank

account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

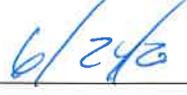
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall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

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

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

Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

Little Blue Natural Resources District

  
\_\_\_\_\_  
Kyle Hauschild  
General Manager

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Nebraska Commission on Problem Gambling**

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

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

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

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

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

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

include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER'S FEES – The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section LKK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Nebraska Commission on Problem Gambling, Director  
700 South 16th Street  
Lincoln, 68508  
Phone: 402-471-4450  
Email: david.geier@nebraska.gov  
[Optional] Fax: 402-471-4452

Mailing Address: Nebraska Interactive  
1135 M Street, Suite 220  
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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. SWIPE HARDWARE PROVISION AND SUPPORT
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall

- provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. **Credit Card and Electronic Check Payments through State-Selected Processor** – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.

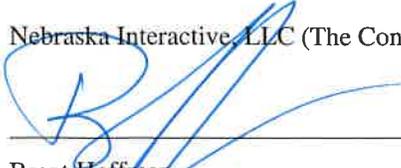
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
  - iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.

16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
  - a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,

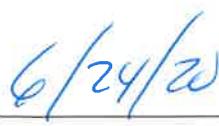
- (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go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

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

Nebraska Interactive, LLC (The Contractor)

  
 \_\_\_\_\_  
 Brent Hoffman

General Manager

  
 \_\_\_\_\_  
 Date

Nebraska Commission on Problem Gambling



David Geier

Director



Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen

Chairperson



Date

**Electronic Government Service Level Agreement  
with  
Nebraska Public Service Commission**

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

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

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

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

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

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

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

Mailing address: Nebraska Public Service Commission,  
 Executive Director  
 1200 N Street, Suite 300  
 Lincoln, NE 68508

Phone: 402-471-3101

Email: [mike.hybl@nebraska.gov](mailto:mike.hybl@nebraska.gov)

Mailing Address: Nebraska Interactive  
 1135 M Street, Suite 220  
 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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

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

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

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

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

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

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

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

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

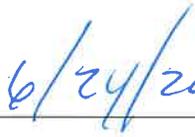
the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

Nebraska Public Service Commission

  
\_\_\_\_\_  
Mike Hybl  
Executive Director

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
City of Red Cloud**

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

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

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

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

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

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

an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. PARTNER'S FEES – The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
5. TECHNOLOGY STANDARD – The Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
6. CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
7. AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address:	City of Red Cloud, Mayor 540 North Webster Street Red Cloud, 68970
Phone:	402-746-2215
Email:	<a href="mailto:citysue@gpcom.net">citysue@gpcom.net</a>

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

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

Fax: 402-471-3237

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a. INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b. SWIPE HARDWARE PROVISION AND SUPPORT
  - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and

whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
  - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
- i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
- i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer

and disbursed from the State's distributive account to the Contractor within three (3) business days.

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

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

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

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

Nebraska Interactive, LLC (The Contractor)

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

5/5/20

\_\_\_\_\_  
Date

City of Red Cloud

  
\_\_\_\_\_  
Todd Brown  
Mayor

3-25-20

\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

6/19/20

\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Village of Republican City**

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

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

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

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

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

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

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

Mailing address: Village of Republican City, Chairman  
PO Box 36  
Republican City, NE 68971  
Phone: 308-920-2243  
Email: [villageofrepublicancity@yahoo.com](mailto:villageofrepublicancity@yahoo.com)

Mailing Address: Nebraska Interactive  
1135 M Street, Suite 220  
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: 402-471-323

#### 8. TERMINATION OF AGREEMENT –

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

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

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

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

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

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

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

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

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

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

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

b. **SWIPE HARDWARE PROVISION AND SUPPORT**

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

ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.

iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner’s control) necessary to aid the Contractor in assisting the Partner’s staff users at the Service hardware support level agreed above.

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

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

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

- iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
  - d. ONLINE CARD SECURITY – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
  - e. PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
    - i. Credit Card and Electronic Check Payments through State-Selected Processor – The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
    - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
    - iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.

- iv. Refunds – The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
  - v. Credit Card Chargebacks – The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
  - vi. Check Returns – Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
  - vii. Fees – The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
  - viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES – All the Contractor’s documents and records relating to Electronic Payment transactions made via the Contractor’s payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
15. EXISTING SERVICES – All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
16. ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
18. SEVERABILITY – If a court of competent jurisdiction declares any of this Agreement’s terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ORDER OF PRECEDENCE – If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
- a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
20. APPLICATION ENGINE TERMS – The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the “Application Engine”). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
21. GOV2GO TERMS – If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor’s services hereunder, the following terms apply.
- a. “Gov2Go Platform” is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner’s designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State’s payment processor or NIC’s payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State’s payment processor or NIC’s payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to

Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.

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

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

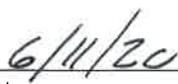
Nebraska Interactive, LLC (The Contractor)

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

  
\_\_\_\_\_  
Date

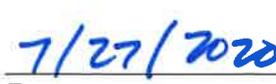
Village of Republican City

  
\_\_\_\_\_  
Kris Eddy  
Chairman

  
\_\_\_\_\_  
Date

Nebraska State Records Board (NSRB)

  
\_\_\_\_\_  
Secretary of State, Robert B Evnen  
Chairperson

  
\_\_\_\_\_  
Date

**Electronic Government Service Level Agreement  
with  
Nebraska Supreme Court**

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

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

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

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

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

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

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

Mailing address:	Nebraska Supreme Court, State Court Administrator Room 1213, State Capitol 1445 K Street P.O. Box 98910 Lincoln, 68509-8910
Phone:	402-471-3730
Email:	<a href="mailto:corey.steel@nebraska.gov">corey.steel@nebraska.gov</a>

Mailing Address:	Nebraska Interactive 1135 M Street, Suite 220 Lincoln, NE 68508
Phone:	402-471-7810
Fax:	402-471-7817
Email:	<a href="mailto:ne-general-manager@nicusa.com">ne-general-manager@nicusa.com</a>

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

8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

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

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

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

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

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

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

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

b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
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c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:

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

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

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

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

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

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

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

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

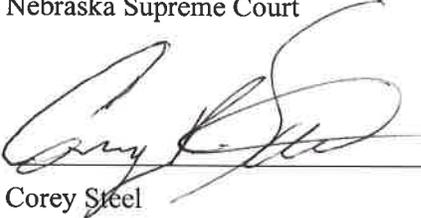
Nebraska Interactive, LLC (The Contractor)



Brent Hoffman  
General Manager

3/5/20  
Date

Nebraska Supreme Court



Corey Steel  
State Court Administrator

3-10-20  
Date

Nebraska State Records Board (NSRB)



Secretary of State, Robert B Evnen  
Chairperson

6/19/2020  
Date

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

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

**Project:** Citizen Payment Processing for City of Fort Calhoun

**Revenue Type:** Instant Access

**Implementation:** 2020

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

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

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

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

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

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

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 5/5/20

By:   
 Mayor- Mitch Robinson  
 City of Fort Calhoun

Date: 02 APR 20

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

Date: 6/19/2020

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

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

**Project:** Citizen Payment Processing for City of Springfield

**Revenue Type:** Instant Access

**Implementation:** 2019

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

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

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

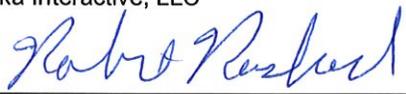
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

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

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 1/8/2020

By:   
Mayor- Robert Roseland  
City of Springfield

Date: December 18, 2019

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

Date: 6/5/2020

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

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

**Project:** Business Payment Processing for City of Kearney

**Revenue Type:** Instant Access

**Implementation:** 2020

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

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

State-Selected Processor

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

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

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 6/24/20

By:   
City Manager - Michael Morgan  
City of Kearney

Date: 6/16/20

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

Date: 7/27/2020

## **Event Registration Addenda**

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

### **New Addenda**

### **NSRB Chairman Signature**

Law Enforcement and Criminal Justice Commission  
Addendum 3

07/27/2020

Problem Gambling, Commission on  
Addendum 3

07/27/2020

**Addendum Three to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Commission on Law Enforcement and Criminal Justice, and the  
Nebraska State Records Board**

This Addendum Three to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Nebraska Commission on Law Enforcement and Criminal Justice, sets forth certain services the Contractor will provide (operated under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

**Project:** Event Registration

**Revenue Type:** Instant Access

**Implementation:** 2020

Service	Nebraska Commission on Law Enforcement and Criminal Justice Fee	Contractor Portal Fee	NSRB Share
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration PIN Debit	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee

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

State-Selected Processor

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

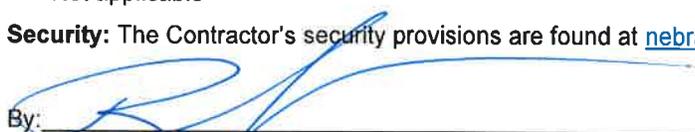
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

Not applicable

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

By: 

General Manager – Brent Hoffman

Nebraska Interactive, LLC

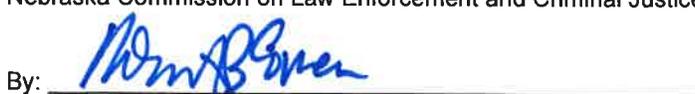
Date: 6/24/20

By: Don Arp

Executive Director- Don Arp

Nebraska Commission on Law Enforcement and Criminal Justice

Date: 6-19-2020

By: 

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

Date: 7/27/2020

**Addendum Three to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Commission on Problem Gambling, and the  
Nebraska State Records Board**

This Addendum Three to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Nebraska Commission on Problem Gambling, sets forth certain services the Contractor will provide (operated under the NSRB's auspices and authority), along with prices to be charged and terms of payment for Portal services. This addendum provides the authority to assess and collect the fees described herein.

**Project:** Event Registration

**Revenue Type:** Instant Access

**Implementation:** 2020

Service	Nebraska Commission on Problem Gambling Fee	Contractor Portal Fee	NSRB Share
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee
Event Registration PIN Debit	Full statutory/assessed fee charged by Partner	10.00 %	20% of Portal Fee

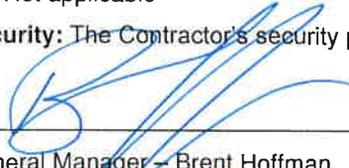
**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

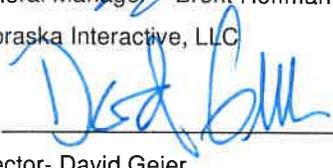
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

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

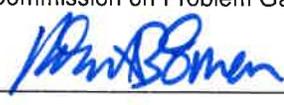
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:   
General Manager – Brent Hoffman  
Nebraska Interactive, LLC

Date: 6/24/20

By:   
Director- David Geier  
Nebraska Commission on Problem Gambling

Date: 5.27.20

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

Date: 7/27/2020

**State & Local List**  
**PayPort (Pin Debit) Payments Addenda**

Nebraska Interactive LLC submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are for the PayPort (Pin Debit) Payment online application provided by Nebraska Interactive LLC, and use the approved template. No action necessary.

**New PayPort Addenda**

**NSRB Chairman  
Signature**

Ainsworth, City of	Addendum 1	(REVISED)	06/19/2020
Brand Committee	Addendum 3		07/27/2020
Little Blue NRD	Addendum 1		07/27/2020
Phelps County	Addendum 1	(REVISED)	07/27/2020
Republican City, Village of	Addendum 1		07/27/2020
York County	Addendum 2	(REVISED)	07/27/2020

**Summary**  
**Nebraska State & Local Government**  
**Blanket Addendum**

**Project:** PayPort

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

**Current Process:**

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

**Project Overview/Proposal:**

New users since the last meeting include:

- Ainsworth, City of
- Brand Committee
- Little Blue NRD
- Phelps County
- Republican City, Village of
- York County

**Market Potential/Target Audience:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the City of Ainsworth. REVISED Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and City of Ainsworth, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the City of Ainsworth.

**Project:** Payport for City of Ainsworth

**Revenue Type:** Instant Access

**Implementation:** 2020

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

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

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

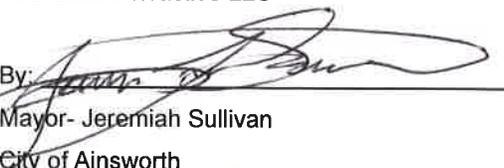
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases 1 swipe devices of First Data FD-40
- Partner purchases swipe devices of
- Not applicable

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

By:   
General Manager – Brent Hoffman  
Nebraska Interactive LLC

Date: 5/5/20

By:   
Mayor- Jeremiah Sullivan  
City of Ainsworth

Date: 3/18/2020

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

Date: 6/19/2020

**Addendum Three to the  
Electronic Government Service Level Agreement Between  
Nebraska Interactive, LLC,  
Nebraska Brand Committee, and the  
Nebraska State Records Board**

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

**Project:** Payport for Nebraska Brand Committee

**Revenue Type:** Instant Access

**Implementation:** 2020

Service	Nebraska Brand Committee Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

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

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

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

- The Contractor purchases 4 swipe devices of MagTek DynaPad
- Partner purchases swipe devices of
- Not applicable

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

By:  \_\_\_\_\_

Date: 6/24/20

General Manager – Brent Hoffman

Nebraska Interactive, LLC

By:  \_\_\_\_\_

Date: 4-03-2020

Executive Director - John Widdowson

Nebraska Brand Committee

By:  \_\_\_\_\_

Date: 7/27/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

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

This Addendum One to the Electronic Government Service Level Agreement (EGSLA) made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Little Blue Natural Resources District, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Payport for Little Blue Natural Resources District

**Revenue Type:** Instant Access

**Implementation:** 2020

Service	Little Blue Natural Resources District Fee	Contractor Portal Fee	NSRB Share
Payport Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	20% of Portal Fee
Payport Credit Card	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Payport PIN Debit	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

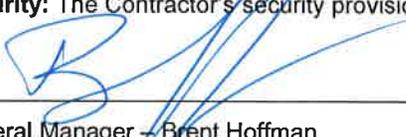
**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

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

- The Contractor purchases 1 swipe devices of MagTek DynaPad
- Partner purchases swipe devices of
- Not applicable

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

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 6/24/20

By:   
 General Manager - Kyle Hauschild  
 Little Blue Natural Resources District

Date: 6-1-2020

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

Date: 7/27/2020

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

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

**Project:** Payport for Phelps County

**Revenue Type:** Instant Access

**Implementation:** 2018

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

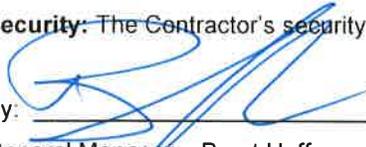
**Payment Processing:** The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

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

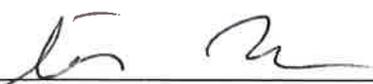
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases swipe devices of
- Partner purchases 2 swipe devices of First Data FD-40 for the Treasurer's Office
- Not applicable

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

By:   
General Manager – Brent Hoffman  
Nebraska Interactive LLC

Date: 6/24/20

By:   
Chairman- Tom Nutt  
Phelps County

Date: 6-9-2020

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

Date: 7/21/2020

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

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

**Project:** Payport for Village of Republican City

**Revenue Type:** Instant Access

**Implementation:** 2019

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

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

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

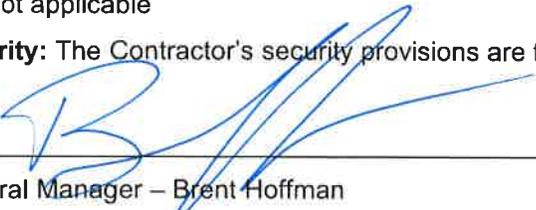
[OPTIONAL PROVISION] **Integrated Hardware Provision:** "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

The Contractor purchases XX swipe devices of make/model

Partner purchases XX swipe devices of make/model

- Not applicable

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

By:   
 General Manager – Brent Hoffman  
 Nebraska Interactive, LLC

Date: 6/24/20

By:   
 Chairman - Kris Eddy  
 Village of Republican City

Date: 6/11/20

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

Date: 7/27/2020

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

This REVISED Addendum Two supersedes and replaces the prior Addendum Two, between the Contractor, NSRB, and the York County. REVISED Addendum Two to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and York County, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum Two supersedes and replaces the prior Addendum Two, between the Contractor, NSRB, and the York County.

**Project:** Payport for York County

**Revenue Type:** Instant Access

**Implementation:** 2020

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

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

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

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

- The Contractor purchases Four swipe devices of FD-40 Clover
- Partner purchases swipe devices of
- Not applicable

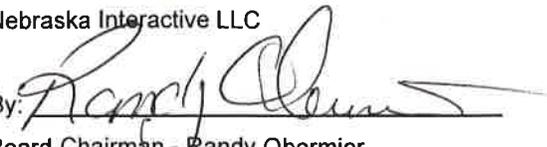
**Security:** The Contractor's security provisions are found at [nebraska.gov/securitypolicy.html](http://nebraska.gov/securitypolicy.html)

By:  \_\_\_\_\_

Date: 6/24/20

General Manager – Brent Hoffman

Nebraska Interactive LLC

By:  \_\_\_\_\_

Date: 5-22-2020

Board Chairman - Randy Obermier

York County

By:  \_\_\_\_\_

Date: 7/27/2020

Chairman – Secretary of State Robert B. Evnen

Nebraska State Records Board

**Amendment One (CMC578, CMC579, CMC580) to  
Assistive Technology Partnership Website (613552-1)  
Statement of Work**

This Amendment One (CMC578, CMC579, CMC580) to the Assistive Technology Partnership Website (613552-1) Statement of Work ("SOW") dated 08/26/2016 (ATP Contract 37083) is entered into by and among Assistive Technology Partnership, the Nebraska State Records Board and Nebraska Interactive, LLC (collectively, the "Parties"), effective as of the date of execution of all parties below.

Recitals

**WHEREAS**, the SOW was issued pursuant to the State of Nebraska Contract ("the Master Contract") between the Nebraska State Records Board ("NRSB") and Nebraska Interactive, LLC (the Contractor); and

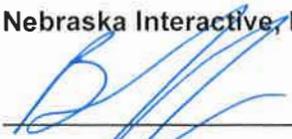
**WHEREAS**, the Parties wish to modify the SOW as described herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby amend the SOW as follows:

1. Additional enhancement features for the Assistive Technology Partnership's website, cost estimate is \$4,800 (not to exceed 60 hours at \$80/hour).
  - a. Blog - Use for newsletters
  - b. Resource Database - User for organizing and sharing resources
  - c. Calendar - list and advertise different upcoming events
2. Both parties acknowledge the following;
  - a. Some features will require research time and approval by the Contractors security teams
  - b. Some requests may have limited functionality due to technical constraints or restrictions based upon the estimated time to develop
  - c. YouTube will be the source for all videos
  - d. Method to deliver blogs is undetermined at this time
  - e. Calendar feed will have a similar look and feel to the calendar today
3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same amendment. All other terms and conditions of the original SOW shall remain the same as if set forth herein.

**IN WITNESS WHEREOF**, the parties, having read and understood the foregoing sections of this Amendment, expressly agree to these terms and conditions set forth herein as evidenced by their respective dated signatures below:

**Nebraska Interactive, LLC., (The Contractor)**

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

6/24/20  
Date

**Assistive Technology Partnership**

  
\_\_\_\_\_  
Tobias Orr, Director

6-12-20  
Date

**Nebraska Department of Education – Vocational Rehabilitation**

  
\_\_\_\_\_  
Lindy Foley, Office Administrator

6-11-2020  
Date

**Nebraska State Records Board (NSRB)**

  
\_\_\_\_\_  
Secretary of State Robert Evnen, Chairperson

7/27/2020  
Date

**PROJECT STATUS REVIEW**  
**Q2 2020**  
(September 2, 2020)

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Administrative Office of the Courts</b>	<b>AOC Court Reporter System (eBOE)</b>	02/05/2020	06/30/2020	30
1. What is the project?	This is phase of a larger project. The objective is to allow court reporters and 3 <sup>rd</sup> party transcribers to electronically file Bills of Exception (verbatim transcripts) with the courts			
2. What is the status of the project	Phase I is completed and in production.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Launched.			
<b>Jennifer Rasmussen</b> Called: Emailed: 08/13/2020 Response: 08/14/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Administrative Office of the Courts</b>	<b>AOC Trial Court eFiling Automate Statue Data Dump</b>	11/06/2019	07/14/2020	26
1. What is the project?	This project allows the eFiling application to make use of JUSTICE as a single source for statues and ordinances. Previously, these were being maintained as separate lookup tables both in JUSTICE and the eFiling application, which was duplicated effort, and could cause inconsistencies between systems.			
2. What is the status of the project	Completed.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Launched			
<b>Jennifer Rasmussen</b> Called: Emailed: 08/13/2020 Response: 08/14/2020				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch Date</u></b>	<b><u>PP Score</u></b>
<b>Administrative Office of the Courts</b>	<b>AOC ePublications Filed Opinions</b>	12/19/2019	08/26/2020	15
1. What is the project?	This project will replace the current process of mailing copies of Supreme Court and Court of Appeals opinions with an email process. Additionally, opinions not formally published with the online library of court opinions, will be available to view on individual cases through the Court of Appeals and Supreme Court case management system (SCCALES).			
2. What is the status of the project	In testing.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Yes.			
Jennifer Rasmussen Called: Emailed: 08/13/2020 Response: 08/14/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
<b>Brand Committee</b>	<b>NBC Admin Enhancement Pkg 1</b>	04/07/2020	06/17/2020	17
1. What is the project?	List of multiple individual enhancements affecting several sections of the whole NBC Admin, OnTheGo and OTGPay applications. Improvements included items for Sale Barn, Locker/Packer, Admin office staff, Local Inspections, & reporting.			
2. What is the status of the project	Completed and installed.			
3. Is there any delay?	None.			
4. Will it be launched within the next 90 days?	Installed.			
<b>Danna Schwenk</b> Called: Emailed: 08/13/2020-08/24/2020 Response: 08/31/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Department of Insurance	Medical Malpractice Renewals	04/16/2019	09/01/2020	26
1. What is the project?	Department of Insurance Medical Malpractice Renewals Application			
2. What is the status of the project	In development; undergoing collaboration with DOI for data migration.			
3. Is there any delay?	Data migration and conversion is delayed on both sides. As requested by DOI, due to COVID the launch and priority of this project has been delayed			
4. Will it be launched within the next 90 days?	Tentative.			
<b>Laura Arp</b> Called: Emailed: 08/13/2020 Response: 8/18/2020				

<b><u>Agency or Entity</u></b>	<b><u>Project Name</u></b>	<b><u>Start Date</u></b>	<b><u>Target Launch</u></b>	<b><u>PP Score</u></b>
<b>Liquor Control Commission</b>	<b>License Rewrite and Enhancements</b>	09/09/2019	05/20/2020	22
1. What is the project?	Provide enhancements to the LCC's liquor license renewal process.			
2. What is the status of the project	Completed.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	It has already launched and is active.			
<b>Jackie Matulka &amp; Leanna Prange</b> Called: Emailed: 08/13/2020 Response: 08/13/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Liquor Control Commission	Local Liquor License Renewals	12/16/2019	06/17/2020	21
1. What is the project?	Provide enhancements to the LCC's liquor license renewal process.			
2. What is the status of the project	Completed.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	It has already been launched.			
<b>Jackie Matulka &amp; Leanna Prange</b> Called: Emailed: 08/13/2020 Response: 08/13/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Motor Vehicles Department</b>	<b>Handicap Permit Combine Profiles</b>	02/04/2019	07/01/2020	12
1. What is the project?	Update existing system to provide additional access for DMV users to manage erroneously created records. The update will reduce the reliance on the Nebraska Interactive support staff.			
2. What is the status of the project	Completed			
3. Is there any delay?	No			
4. Will it be launched within the next 90 days?	It was launched on July 29, 2020.			
<b>Betty Johnson</b> Called: Emailed: 08/13/2020-08/24/20 Response: 08/26/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
<b>Motor Vehicles Department</b>	<b>OTC Payments Add County Functionality</b>	02/12/2020	06/03/2020	35
1. What is the project?	Adding 289 users and 91 office locations to Over the Counter (OTC) driver license issuing system. Additional functionality was required to add the county offices to a system currently used by DMV staff only.			
2. What is the status of the project	Scheduled for October 1, 2020.			
3. Is there any delay?	Yes, there was a delay due to the COVID-19 pandemic and other projects at the DMV. Driver licensing services were not available in a majority of counties due to the closure of courthouses during the period deployment was originally scheduled. Deployment was delayed to a time after reopening of the courthouses and in conjunction with other DMV project deployment timeframes.			
4. Will it be launched within the next 90 days?	Yes, scheduled for October 1, 2020.			
<b>Betty Johnson</b> Called: Emailed: 08/13/2020-08/24/20 Response: 08/26/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	MVR eNotice Gov2Go	02/27/2020	04/22/2020	18
1. What is the project?	Transferring motor vehicle renewal notices from current eNotice process to Nebraska Interactive's new Gov2Go process.			
2. What is the status of the project	Waiting for core system changes from NIC Corporate.			
3. Is there any delay?	Yes, this project is very tied to a platform built and managed by NIC Corporate. Changes and updates to the core platform have delayed deployment. The delays have not caused concerns for the DMV as this is a Nebraska Interactive initiative.			
4. Will it be launched within the next 90 days?	Unknown			
<b>Betty Johnson</b> Called: Emailed: 08/13/2020-8/24/20 Response: 08/26/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	DLS OTC Reprint Temp IDs CR	08/28/2019	07/15/2020	16
1. What is the project?	This is a further enhancement to the DLS Create Temp IDs CR project. This feature will allow Service Center employees and County Treasurers to reprint temporary licenses or State ID Cards that were previously printed, but need to be reprinted due to originals being lost or misplaced.			
2. What is the status of the project	Nebraska Interactive and Nebraska DMV are working conjointly to test the application and make changes to it.			
3. Is there any delay?	No, they are ahead of the DMV schedule.			
4. Will it be launched within the next 90 days?	Yes, we anticipate so. If not, the delay will be on the part of DMV and not Nebraska Interactive.			
Sara O'Rourke Called: Emailed: 08/13/2020 Response: 08/17/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	DLS Create Temp IDs CR	08/28/2020	07/29/2020	22
1. What is the project?	Currently our licensing vendor creates the temporary license or State ID Card for applicants. We are moving the responsibility to Nebraska Interactive so that we are able to include this feature into our payment engine application at our service centers. Also, the county treasurers will be moved off of the AS400 so DMV can reduce their costs.			
2. What is the status of the project	Nebraska Interactive and Nebraska DMV are working conjointly to test the application and make changes to it.			
3. Is there any delay?	No, they are ahead of the DMV schedule.			
4. Will it be launched within the next 90 days?	Yes, we anticipate so. If not, the delay will be on the part of DMV and not Nebraska Interactive.			
Sara O'Rourke Called: Emailed: 08/13/2020 Response: 08/17/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Motor Vehicles Department	DLS Status Check	02/24/2020	08/26/2020	21
1. What is the project?	The project once completed will allow individuals to go on the DMV website to see where the production of their permanent license or State ID Card is in process rather than calling the DMV to have staff look that information up.			
2. What is the status of the project	Nebraska Interactive working on application – testing has not begun yet.			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	No, we do not anticipate that this status check will be needed until late this year.			
Sara O'Rourke Called: Emailed: 08/13/2020 Response: 08/17/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
<b>Motor Vehicles Industry Licensing Board</b>	<b>Dealer System</b>	03/27/2020	10/20/20	23
1. What is the project?	Design and implement licensing software and revamp website			
2. What is the status of the project	In progress.			
3. Is there any delay?	Not that I'm aware of.			
4. Will it be launched within the next 90 days?	A functioning version of the licensing software should be launched within the next 90 days. A final version and website are to follow.			
Josh Eickmeier Called: Emailed: 08/13/2020 Response: 08/13/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
Natural Resources	Water Well Search Contractor/Upload CR	03/20/2019	03/11/2020	12
1. What is the project?	We are enhancing the user interface for water well contractors who register wells online through a Nebraska Interactive, Inc. website. We are making a few changes to reduce the amount of rejected well registrations and we are enabling the users to maintain their own list of license holders for each account.			
2. What is the status of the project	We have completed what we believe is the last round of testing. This week we will be given the final version to test the interface on the Nebraska Interactive side and the new import process on the NeDNR side. The user screens should not change going forward, so NeDNR will be able to prepare a tutorial document for the users. Our launch date for production is September 23.			
3. Is there any delay?	There have been a few delays as we work through a complex set of logic and we have a large amount of data that is exchanged with each transaction. The work is scheduled on a two week basis, so each time something needed to be addressed it required additional weeks to implement the change and then verify it worked. Given the complexity of the project, the delays were necessary to ensure a good outcome for the end users.			
4. Will it be launched within the next 90 days?	Yes, September 23 is our target date.			
<b>Mike Thompson</b> Called: Emailed: 08/13/2020-8/24/20 Response: 08/25/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Parole Board</b>	<b>Website Redesign</b>	03/05/2020	08/11/2020	15
1. What is the project?	Redesign of the very outdated Board of Pardon's website.			
2. What is the status of the project	Almost complete. Website has been redesigned and looks great. Just needing to get the electronic application posted, which should be very soon.			
3. Is there any delay?	Yes, but not due to Nebraska Interactive. There have been some development delays on the Commission's side on getting the application improved and designed.			
4. Will it be launched within the next 90 days?	Would expect so.			
<b>Don Arp</b> Called: Emailed: 08/13/2020-8/24/2020 Response: 08/24/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
Revenue Department of	Tax Payment Plan Phase 2	04/03/2019	06/30/2020	20
1. What is the project?	NDR Tax Payment Plan Phase 2			
2. What is the status of the project	In development.			
3. Is there any delay?	Yes. Admittedly, this project is overdue. Revenue could have done better defined the system requirements. The project management style employed by Nebraska Interactive has not led to as quick as a response time as we are accustomed to. In essence, both parties bear some responsibility for the delay.			
4. Will it be launched within the next 90 days?	Certainly that is the hope and goal. Unfortunately, we have missed the target date before. Nebraska Interactive has a programming sprint that ends on 09/08/20. Revenue hopes that the delivery is as we expect so that we can sign off and promote to production.			
<b>Robert Wagner</b> Called: Emailed: 08/13/2020 Response: 08/28/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
State Patrol	CHP File Bound Upgrade CR	09/20/2019	06/15/2020	11
1. What is the project?	Upgrading the Version of the FileBound for the CHP records			
2. What is the status of the project	Completed			
3. Is there any delay?	There was but it was completed on 7/9			
4. Will it be launched within the next 90 days?	Completed on 7/9			
<b>Jeff Avey</b> Called: Emailed: 08/13/2020-8/24/2020 Response: 08/28/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch</u>	<u>PP Score</u>
State Patrol	Limited Criminal File Bound Upgrade CR	09/20/2019	06/15/2020	11
1. What is the project?	Upgrading the FileBound version for the Limited Criminal History			
2. What is the status of the project	Completed			
3. Is there any delay?	There was but it was completed on 7/9.			
4. Will it be launched within the next 90 days?	Completed on 7/9/2020			
<b>Jeff Avey</b> 402-479-4085 Called: Emailed: 08/13/2020- 08/24/2020 Response: 08/28/2020				

<u>Agency or Entity</u>	<u>Project Name</u>	<u>Start Date</u>	<u>Target Launch Date</u>	<u>PP Score</u>
<b>Terrytown City of</b>	<b>Terrytown City Utility Payments (AE)</b>	05/11/2020	06/23/2020	25
1. What is the project?	Setting up the City of Terrytown for Credit/Debit card processing online			
2. What is the status of the project	We are complete.			
3. Is there any delay?	Yes, I did not always have the time to do the trainings.			
4. Will it be launched within the next 90 days?	It's already launched.			
Jeni Mattern, City Clerk Called: Emailed: 08/17/2020-8/24/2020 Response: 08/26/2020				

# Q2 GM Report Project Priority Report



Partner Name	Project Name	Start Date	Target Launch Date	PP Score	End Date
1 NSRB Project Schedule for Completion					
2 Department of Natural Resources	DNR Water Well Search Contractor/Upload CR		03/20/19	03/11/20	12
3 Department of Motor Vehicles	DMV MVR eNotice Gov2Go		02/27/20	04/22/20	18
4 Nebraska Liquor Control Commission	NLCC License Rewrite and Enhancements		09/09/19	05/20/20	22
5 Department of Motor Vehicles	DMV OTC Payments Add County Functionality		02/12/20	06/03/20	35
6 Nebraska State Patrol	NSP Limited Criminal File Bound Upgrade CR		07/26/19	06/15/20	11
7 Nebraska State Patrol	NSP CHP File Bound Upgrade CR		09/20/19	06/15/20	11
8 Nebraska Brand Committee	NBC Admin Enhancement Pkg I		04/07/20	06/17/20	17
9 Nebraska Liquor Control Commission	NLCC Local Liquor License Renewals		12/16/19	06/17/20	21
10 Terrytown City	Terrytown City Utility Payments (AE)		05/11/20	06/23/20	25
11 Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2		04/03/19	06/30/20	20
12 Administrative Office of the Courts	AOC Court Reporter System (eBOE)		02/05/20	06/30/20	30
13 Department of Motor Vehicles	DMV Handicap Permit Combine Profiles		02/04/19	07/01/20	12
14 Administrative Office of the Courts	AOC Trial Court eFiling Automate Statute Data Dump		11/06/19	07/14/20	26
15 Department of Motor Vehicles	DMV DLS OTC Reprint Temp IDs CR		08/28/19	07/15/20	16
16 Department of Motor Vehicles	DMV DLS Create Temp IDs CR		08/28/19	07/29/20	22
17 Parole Board	Parole Board Website Redesign		03/05/20	08/11/20	15
18 Department of Motor Vehicles	DMV DLS Status Check		02/24/20	08/26/20	21
19 Administrative Office of the Courts	AOC ePublications Filed Opinions		12/19/19	08/26/20	15
20 Department of Insurance	DOI Medical Malpractice Renewals		04/16/19	09/01/20	26
21 Motor Vehicles Industry Licensing Board	MVILB Dealer System		03/27/20	10/20/20	23
22 NSRB Project Completion					
23 Sarpy County 49	Sarpy County Community Corrections (CCP ONLY)		03/14/18	12/23/19	26 04/02/20
24 Pardon Board	Pardons Board Website		12/12/19	03/25/20	11 04/06/20
25 State Fire Marshal	SFM Elevator Rewrite to WS Calls		05/08/19	12/27/19	12 04/07/20
26 Department of Motor Vehicles	DMV DLS Voter Reg Text Changes CR		02/21/20	04/08/20	25 04/28/20
27 Secretary of State	SOS EFS Continuations & Terminations Retemplate		03/20/19	04/22/20	15 04/29/20
28 Nebraska Brand Committee	NBC Sale Barn Tally Report CR		10/08/19	01/15/20	16 05/06/20
29 Nebraska Department of Agriculture	NDA Semi/Annual Reporting Modify Trans < 1.75		02/08/19	05/19/20	9 05/07/20
30 Nebraska Brand Committee	NBC Admin Enhancement Packing Plants		01/21/20	02/26/20	32 05/20/20
31 Department of Motor Vehicles	DMV PTP Update Method to REST		03/26/18	11/19/19	21 05/26/20
32 Nebraska Liquor Control Commission	NLCC Wine and Spirit Producers OOS Perpetual Link		06/19/19	05/05/20	8 05/29/20
33 Administrative Office of the Courts	AOC Trial Court eFiling Action/Order Data Load CR		06/05/19	04/07/20	20 05/31/20
34 Administrative Office of the Courts	AOC Certificate of Good Standing Requests		03/24/20	05/29/20	26 06/01/20
35 Nebraska State Patrol	NSP Appt Calendar Integration CR		01/16/20	02/12/20	12 06/03/20
36 Veterans' Affairs	NDVA Website - Home Page Design & Employment Build		09/13/19	07/01/20	21 06/16/20
37 Nebraska Crime Commission	NCC Event Registration		06/18/20	06/26/20	15 06/22/20
38 NSRB Project Schedule for Completion -	Target Dates removed past 90 Days				
39 Target dates highlighted in yellow denote a change from prior	** Target dates highlighted in yellow denote a change from prior Quarter				

# **Nebraska Interactive Business Plan**

Submitted Jun 19, 2020

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## Executive Summary – Yesterday, Today and Tomorrow

Introducing the theme for this 2020 Business Plan: “Yesterday, Today and Tomorrow” to highlight how far the NSRB and NI has come and what will be necessary in the coming years.

In 1997, the Nebraska Legislature established the Records Management Act with the intent of a systematic and centrally correlated management of State and local records and to address the growing demand for electronic access to public records through the use of new technology. The Nebraska State Records Board (NSRB) was expanded to oversee the development and maintenance of a state enterprise portal. Statutory fees were established on records with commercial value and the NSRB was granted authority to approve reasonable fees to contract with a network manager in fulfilling the duties of the NSRB.

Since then, we have seen first-hand the rapid changes in technology over the past 23 years; RSS, AOL, Yahoo Chat, Text messaging, Facebook, Twitter, LinkedIn, Pinterest, Snap Chat, eCheck, Credit Cards, PayPal, Venmo, JAVA, .NET, Novell, Windows Server, Azure, Amazon. These advancements allowed NI to provide over 1,500 applications, services and websites and gave rise to the introduction of new security and industry standards: Payment Card Industry (PCI) for Credit Cards, CyberSecurity and CyberSecurity Frameworks from the National Institute of Standards and Technology (NIST), Personally Identifiable Information (PII), Sarbanes-Oxley (SOX), Malware, Ransomware, Browser Hijacking.

Today, 1,500 services require constant security patches, version updates and legislative changes to stay compliant. In 2019, security alerts increased 51% over 2018. PCI and NIST began requiring evidence, in addition to documentation and standards of the over 170 audit controls. The Secretary of State and Department of Motor Vehicles embarked on major modernizations projects. Requirements consumed significant development resources without new or additional fee increases. Growing revenue derived from time and materials projects is becoming increasingly required to meet the current demand for new services but inherently is counter intuitive to the goal.

Tomorrow will require 21st century funding to address the emerging digital economy. Bit Coin and BlockChain are already being used in the Cattle Industry and it is only a matter of time before it will be adopted by State Government. Artificial Intelligence (AI) to provide better customer service and reduce staff costs to our Partners. Machine Learning (ML) to automate analytical data to learn and anticipate the business and regulatory needs of citizens and business professionals. Augmented Reality (AR), to provide real-time visual displays to help citizens navigate natural and environmental emergencies to find shelter, supplies or assistance.

The NSRB and NI renewed their commitment to significantly expand and aggressively enhance public services without increasing the tax burden and assist the state in achieving their technology goals. Working together to identify additional opportunities, assist partners and approving appropriate fees for services while providing incentive plans using the additional increase in margin share that encourages NI to development new non-revenue services. The approval of appropriate fees by the NSRB including increases to core funding revenue such as Driver History Records and UCC Searches and filings, allowing both the NSRB to increase revenues for reinvestment and will be necessary to constantly evaluate the appropriate funding for future ongoing staffing, technology and the security requirements. We have identified several agencies and services for the NSRB to assist us with which includes; NICKicensing for Department of Agriculture and other licensing boards. Our proven Vital Records platform for the Department of Health and Human Services and our secure mobile payment processing and Outdoor Recreation solutions for Game & Parks.

Recommendations for incentive plans for non-revenue service are the integration to Microsoft Azure and Amazon Web Service (AWS) technologies which are required for us to build comprehensive Chatbots and Machine Learning (ML) technologies. The state would realize significant saving and cost avoidance with our ability to leverage the economies of scale, human capital through established reasonable transactional fees.

I appreciated the NSRB's continued partnership and commitment advancing technology in 2020 and beyond.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line and a diagonal stroke.

Brent A. Hoffman

## CONTRACT MANAGEMENT STRATEGY

We have a positive reputation in the State of Nebraska driven by strong referenceable champions in the Department of Motor Vehicles, Chief Information Office, Department of Administrative Services, State Patrol, Secretary of State and the Courts. These champions step up to deliver services and showcase NIC at the local and national level.

Our plan incorporates a framework to develop stakeholders' persona which identify key challenges, goals and relationships. These persona's will help staff identify plan-based risks and objectives associated with our partners.

Our most significant risk is not being able to meet the demand for online services due to the number of resources. Although our partnerships are strong, they are concerned about our ability to keep up with demand. In 2018 and 2019, projects such as the Department of Motor Vehicle's back-end modernization, the Secretary of State's back-end modernization, and Mobile Inspections for the Brand committee has overwhelmed our development resources. Critical partnerships with the Courts, State Patrol and smaller boards have become concerned with our ability to deliver new applications and enhancements within a reasonable time frame.

In 2016 we made investments into additional staff based on new application revenue. All the applications were built successfully on-time by 2018. The ROI is just beginning to be realized but our operating income runs flat, making it difficult to make more investments in staff. In order to have an evolving portal desired by the State Records Board, it is critical for the State Records Board to make investments into the Network Manager to ensure proper resources, employees and training. This will demonstrate the commitment of the public\private partnership to growth both internally and externally through expanding knowledge, software and innovating ideas.

We must be creative without compromising the balance between the self-funded model and time and materials (T&M). Primarily our T&M work comes from federal grants. Last year took on several projects funded by grants received by the agency. Much of our ability to grow is dependent on increasing the price of Driver History Records and not Time and Materials.

### Partner Relationships

Managing healthy and strong partner relationships are indispensable to the long-term success of our contract. It is essential that NI perpetually demonstrates leadership and a strong presence with our partners. To maintain and build that presence, we must go beyond the regular "check in's", scheduled meetings and delivering services. Our relationships must be strongly valuable to our partners. Strategic planning, knowledge-sharing, influencing through expertise, identifying pain-points and demonstrating resolution are essential interaction at the management, GM and director level. Throughout 2020, NI management will be engaging with our key partners and State Record Board members using tactics to further strengthen our relationships.

There are also numerous risks that must be mitigated. Detractors, competition, employee resources and security to name a few. All are existing pain-points today and will continue in 2020. Regarding current detractors and competition, we must continue to improve and evolve our business and offerings, so all partners know without a doubt, we are 2nd to none when it comes to service and product. We must improve and launch our Gov2Go offering and find a value-proposal for AppEngine. We must meet with our detractors as much as they are willing and presenting valuable information (reports, statistics, vision for an innovative future) that helps educate and simply building a better relationship.

Finally, there are opportunities to manage and strengthen partner relationships through aligning with our partners strategic initiatives. Last year NI aligned with the Governor's initiative to utilize a Center of Excellence (COE) for Lean Six Sigma training and because of that training company wide, the COE

coordinates with NI and the Governor's office on multi-agency projects. NI will continue to foster our LSS training to demonstrate our knowledge and ability to improve their process to be the most efficient and intuitive online experience.

#### Partner Relationship Tactics

Title	Summary	Stakeholders	Opportunity
AOC Quarterly Strategic Meetings	<p>Meet each quarter with the Director of the AOC to discuss:</p> <ul style="list-style-type: none"> <li>• Current projects <ul style="list-style-type: none"> <li>○ if projects meeting expectations</li> <li>○ what roadblocks can we address/remove</li> </ul> </li> <li>• Future <ul style="list-style-type: none"> <li>○ Every agency must deliver a 5-year strategic plan to the State. NI should be very aware of the IT initiatives they have and discuss how we can align to meet their needs</li> </ul> </li> </ul>	Administrative Office of the Court	PayPort, new webservices
DMV - Quarterly Strategic Meetings	<p>Meet each quarter with the Director and Managers of the DMV to discuss:</p> <ul style="list-style-type: none"> <li>• Current projects <ul style="list-style-type: none"> <li>○ if projects meeting expectations</li> <li>○ what roadblocks can we address/remove</li> </ul> </li> <li>• Future <ul style="list-style-type: none"> <li>○ Every agency must deliver a 5-year strategic plan to the State. NI should be very aware of the IT initiatives they have and discuss how we can align to meet their needs</li> </ul> </li> </ul>	State Records Board Motor Vehicles	DHR Increase
NBC Brand Committee	Two bills were introduced into the Legislature which affect the Nebraska Brand committee. The intent of the Legislation was to offset the costs to large feedlots and local inspections while maintaining a balanced and sustainable budget.	Brand Committee	Revenue Protection
NSP - Quarterly Strategic Meetings	Meeting with the State Patrol to maintain relationships, ensure partnership in future work.	State Patrol	T&M through Federal grant funds
NSRB - Quarterly Strategic Meetings	Meeting with every board member at least 1 time a year outside of quarterly NSRB meetings. Some members may welcome/require 2-3 times for strategic initiatives.	State Records Board	Increased collaboration
SOS - Quarterly Strategic Meetings	To maintain expectations, demonstrate unity and work towards strategic goals.	Secretary of State	Vision

## Portal Management Initiative

For NI to maintain our contract with the State of Nebraska and win over new partners, we must demonstrate our ability to manage, grow and evolve a healthy business. An area of continued importance is the ability for NI management to demonstrate our ability to manage an evolving and healthy operation. We will do this through identifying key business objectives, KPI's, reporting of those and strategic decisions based on that information.

As a portal of 25+years, we have expanded to an incredibly large portfolio of services across State and now local government that needs ongoing management, maintenance, and improvements. With the maturity of our business, the opportunities to find significant transaction revenue sources decreases because we have secured most transactional services. We have gone through years and years of compounding our services and the technical debt is now outweighing the revenue growth. We understand clearly that a DHR increase is vital to our future. However, we must manage our business as it stands today, and we must consider our position without a DHR increase to demonstrate a vision of that future to the State in order to be convincing of the need for a DHR increase. If a DHR increase will not happen, then we must make hard decisions on managing our technical debt and sunseting legacy services that keep us from moving forward. In 2020, we must evaluate and define what our future portfolio needs to be in order to be the best and most valuable partner overall.

In 2019, NI transitioned to an Agile development framework and scrum teams. With this operational change, NI can evaluate, identify, monitor and manage maintenance work. We are also able to demonstrate meaningful data to make impactful decisions. We can identify our shortfalls and plan. The same for our 2 scrum teams. We have the talent, but much like the maintenance team, we simply do not have enough staff to maintain the demand for services and services enhancements. We continue to improve our operational reports and dashboards that give management the ability and visibility to make strategic decisions and plan. In 2020, we will work to implement additional KPI's, metrics and dashboards from our Customer Service area as well as Operational Dashboards for the entire office staff to view.

#### Portal Management Tactics

Title	Summary	Stakeholders	Opportunity
GovStatus	Implement GovStatus. A product focused on quickly and efficiently disseminating information to the public during a local, county, or state-wide emergency. During a state of emergency, government websites can be overrun with traffic and frequently crash, limiting the public's access to critical information. The GovStatus platform provides a robust and easy way for government agencies to create informational pages that can withstand very large amounts of traffic, which makes them perfect for publishing on social media and to the press. GovStatus is flexible and can provide maps, videos, text information, and even allows for citizens to sign up for alerts via email and SMS when new information is published to the site.	NIC	Strengthen Partnership
Modernization of Infrastructure	The more you keep up to date, the less work it is to remain up to date. Our goal is to constantly improve the security posture to protect the data of the State and its citizens. To achieve this goal, we maintain the process of applying system and security patches and continue to upgrade our code to run the latest versions of the programming languages we utilize. This will allow us to meet the expectations of our partners and citizens for data security and provide modern, innovative solutions.	State of Nebraska NIC Security	Increased service to citizens
Nebraska Interactive Operational Dashboards	Launch NI Operational & Partner Dashboard for management, team and partner visibility by Q1 2020 <ul style="list-style-type: none"> <li>• NI Maintenance Dashboard</li> <li>• NI Scrum Team Dashboard</li> <li>• NI Portfolio Dashboard</li> <li>• Enhance Digital &amp; Paper NSRB GM report</li> </ul>	Nebraska Interactive	Increased Transparency
Training for NI Staff	In order to have an evolving portal, we must make investments in our employees and training. This will demonstrate our commitment to growth both internally and externally through expanding knowledge, software and innovating ideas.	NI State COE	Expertise in electronic Government

## GROWTH STRATEGY

Our growth strategy is the foundation of our entire business plan and is driven by growing our market share by developing new service offerings which better serve our government partners. Our services should either address our partners new or existing pain points, increase agency efficiencies or providing better customer service to agency constituents. As a company we need to address our growing technical debt from legacy application and generate the revenue to manage partner demand.

A key goal will be to develop and expand new segments of the market through working closely with key vendors who provide state and local back-end services. Identify utility and GIS services which do not process payments and capitalizing on NIC products such as AppEngine and CCP for low-overhead integrations.

Core Revenue fee increases will be a multi-year initiative. Our core revenue partners, the Secretary of State and Department of Motor Vehicles, are feeling the same financial pain-points of operating with fees established in 1993. The DMV and SOS have engaged and are working closely together with NI on strategies to increase revenues which contribute to the success of the state enterprise.

### Increase Adoption Initiative

Increasing adoption of key strategic services, expanding turnkey enterprise solutions such as CCP, PayPort and Utility payments to help increase revenues for NI are essential for 2020. Once we launch new services or enterprise products, it is crucial to monitor the growth of the adoption vs market projections. There are several current services where marketing efforts can be made in order to help drive online adoption. Additionally, there are opportunities to expand PayPort, CCP and utility payments with Local government. NI projects we can help increase gross revenues by \$50,000 through increasing the adoption of these services.

#### Increase Adoption Tactics

Title	Summary	Stakeholders	Opportunity
DMV - Expand Driver License Service Stations	After the launch of the DMV OTC Payment System for the DLS service centers in the Omaha metro areas (multiple), DMV is expecting to roll out the same system to be managed at the county treasurer offices (non-metro areas).	Motor Vehicles	Increase in organic revenue
DMV - Motor Vehicle Renewal OTC for County Treasurer	Work with DMV to have FAST develop API for NI to integrate CCP Market to all County Treasurers	Motor Vehicles	Increase in organic revenue
DMV Marketing	Motor Vehicle Renewals: <ul style="list-style-type: none"> <li>Monthly Twitter and Facebook Posts</li> <li>Monthly Targeted Facebook Marketing</li> <li>Analysis of zip codes going online vs over the counter</li> </ul> Fleets: <ul style="list-style-type: none"> <li>Targeted marketing to Fleet users</li> </ul> SR 22/26 <ul style="list-style-type: none"> <li>Do analysis to understand market</li> <li>Marketing to Insurance companies</li> <li>work with Rhonda to stop using current services</li> </ul>	Motor Vehicles	Increase in Organic Revenue
Expanding PayPort to all state and local partners	<ul style="list-style-type: none"> <li>Regularly contact state agencies</li> <li>Regularly contact every city</li> <li>Regularly contact county Treasures</li> </ul>	State Partners  County Officials  County Treasurers  City Officials	Increase new revenue

## New Services Initiative

Even as an established portal, NI continues to seek out new services that will continue to demonstrate our IT expertise and grow our business. We have found niches where simple integration with a 3rd party vendor solutions and our Common Checkout Page (CCP), can capture revenue to boost the bottom line. NI has targeted new services for the Courts, however for more impact, we have identified features that currently exist that can be implemented across multiple partners and services to leverage. 2020 brings the opportunity to focus on services like these, that have the potential to grow revenue, and have a minimal impact on our development teams.

### New Services Tactics

Title	Summary	Stakeholders	Opportunity
AOC Over the Counter Payments	A custom over the counter solution for courts to take payments (especially CC) easily and integrate into the courts database/receipting system, JUSTICE. This would be offered in all courts.	Administrative Office of the Court	New Revenue
Corporation Monitoring	Corporate identity theft is a growing problem. Business monitoring services monitor a business's official state registration record and send notifications to the consumer whenever a change or new filing is submitted. These services allow business owners to have better insight and transparency into a business as well as the ability to take immediate action in the case of fraudulent or erroneous filings. This document will explore four real examples of business monitoring services implemented in NIC, Inc. portal states.	Secretary of State	New Revenue
Vital Records	Vital Records is a complete end-to-end online solution for the ordering, reviewing, and delivery of vital records. Customers can submit requests for birth, marriage, divorce, civil union, domestic partnership, and death certificates. Vital Records provides a document upload feature for supporting documentation. The solution offers customizable shipping options (USPS and UPS interfaces are available). The service accepts payment by credit card and eCheck. Vital Records integrates with CCP, TPE, and LexisNexis for identity verification.	Health and Human Services Public health director	New Revenue
eProcurement	Periscope offers an eProcurement software suite, BuySpeed™, to maintain, enhance, and market the NIGP Commodity/Services Code, and a range of Strategic Services to further the state's technology investment. Currently focused in public sector and higher education, the solution streamlines processes, increase efficiency, decrease expenditures, and create transparency, allowing our clients to focus on achieving their purpose. For Suppliers, they offer government bid notifications, spend analytics tools and proposal writing services. This solution helps suppliers win more government business and build better relationships with buyers.	NI	New Revenue
Service Fee	Use service fee option for Subscribers to bill a 5% of the payment when they chose to use a credit card and make an online payment	State Records Board	Revenue Recovery
Escrow Accounts	Currently, businesses have escrow accounts at state agencies where the business pays the agency up front for a specific service. Then, the employees of the business use the service (fingerprints), the cost is applied to the escrow account. When the escrow runs low, the business is notified to add funds. Solution would be to implement CDB for subscription payments, 'plugins like' for multiple agencies	State Patrol Secretary of State	New Revenue
Payment Plans	Licensing new vehicles is costly, people may appreciate the ability to do a payment on large purchases	Motor Vehicles	New Revenue
Prompt Pay	NI has worked to set up an instance for testing. NI will work to vet any risks and send communication to prospective partners.	Courts Treasurer Lincoln Park & Rec Game & Parks Municipal/City	Additional payment channel

## Renegotiate Core Fees Initiative

Core Revenues must be renegotiated in 2020 to maintain a healthy business. NI has such a demand for new projects, enhancements and modernization projects as well as on-going maintenance and issues, that we project a need for a minimum of 10 new staff members. NI management has outlined tactics to obtain a DHR increase and will work towards fulfilling that in 2020. Additionally, we will be evaluating legacy services for fee increases and with our new operational dashboards and metrics, NI should be able to demonstrate the strain of our current portfolio and a future where a fee increase is vital for the State portal's future success.

### Renegotiate Core Fees Tactics

Title	Summary	Stakeholders	Opportunity
AOC Renegotiate Core Fees	We are going to demonstrate our value to the Courts of leveraging our ongoing performance to capitalize on fee negation. We will look at the potential of hiring 4 developers to train and then utilize for the AOC future vision of transitioning to web-services. <ul style="list-style-type: none"> <li>Renegotiate Bulk Fee</li> <li>Renegotiate Citation Fee</li> <li>Renegotiate eFiling Fee</li> <li>Grant Funding</li> </ul>	Administrative Office Of the courts	New Revenue
DMV Renegotiate Core DHR Fee	DHR Fee Increase <ul style="list-style-type: none"> <li>Prepare solid operational justification for DHR Increase</li> <li>Meet with Stakeholders</li> </ul> Single User <ul style="list-style-type: none"> <li>Meet with Rhonda</li> </ul>	Motor Vehicles State records Board	Increase Revenue
SOS Renegotiate Core Fees	<ul style="list-style-type: none"> <li>Complete Analysis of current portfolio of services, fees and resources used year over year</li> <li>internal meetings to prep</li> <li>meeting with SOS</li> </ul>	Secretary of State	Increase in Revenue

## INNOVATION STRATEGY

Innovation is important to our partners and extends past the limits of technology. We plan to design and incorporate the innovative technologies into the daily lives of our partners and employees. In 2020, we will begin to incorporate and migrate services into Microsoft Azure. Microsoft Azure is a platform of interoperable cloud computing services, including open-source, standards-based technologies and proprietary solutions from Microsoft and other companies. Azure's billing structure is based on resource consumption, not reserved capacity. Pricing varies between different types of services, storage types, and the physical location.

Extending our mobile first approach to user to enhance the experience, we will drive Progressive Web Application (PWA) as the future of development to streamline applications and provides a better citizen experience. PWA development will require investments in our current staff.

In 2020, NI need to better understand our partners technical and budget limitations and gain a deep understanding of their pain points then replace those with innovative solutions.

All our innovation rests on the skills and talents of our most valuable assets, our employees. We must provide our staff with the training and tools for them to be successful. Investments are planned in 3 areas:

- Training in new technologies and development methodologies
- Staffing investments which encourage and reward innovation
- Toolsets and software to support innovation

Finally, NI needs to showcase our innovative solution and presence through awards. IT awards demonstrate our successes and provide us with relevancy and credibility for initial outreach and cultivates relationships.

### Legacy Services Enhancement Initiative

A key goal in 2020 is to improve on our service management and messaging system utilized within all our services. Nebraska has two independent systems. One to manage applications downtimes and another to manage messages display in applications for the end user. The plan is to merge to two system and in the process putting a user-friendly interface to allow any NI employee or agency to manage services and the message. This would remove the need for them to contact our customer support.

We will modernize our services to align with our contract management strategy. The more you keep up to date, the less work it is to remain up to date. Our goal is to constantly improve the security posture to protect the data of the State and its citizens. To achieve this goal, we maintain the process of applying system and security patches and continue to upgrade our code to run the latest versions of the programming languages we utilize. This will allow us to meet the expectations of our partners and citizens for data security and provide modern, innovative solutions. We have been working on migrating our own NebPay service, to NIC's CCP for legacy applications.

## Innovation Tactics

Title	Summary	Stakeholders	Opportunity
Application Service Manager and Messaging system	Nebraska has two independent systems. One to manage applications downtimes and another to manage messages display in applications for the end user. The plan is to merge to two system. In the process putting a user-friendly interface to allow any Nebraska Interactive employee manage the services and message. We would also allow Agencies direct access to login and manage their own online services. This would remove the need for them to contact our customer support.	Nebraska Interactive Developers and Systems	Improved Customer Service
Migration of Legacy services to CCP	Migrate applications away from using NebPay over to NIC's Common CheckOut Page (CCP) solution.	Nebraska Interactive  NIC Security	Improved PCI compliance
Nagios XI	To create a new Nagios system for simplified management of our monitoring environment. Minimize the time required to manage an incident within Nagios so we can focus on fixing the cause of the incident. Allow us to have scheduled downtime windows for reoccurring and planned maintenance. Improve the analytical data and reporting that we can get from the system. The ability for future expansion to include the Nagios log server for even more reporting.	Nebraska Interactive	Improved Network Confidence

## Technology Advancement Initiative

We plan to continue to expand and grow our infrastructure within ETS and the cloud to meet the demand of our partners. To better align with partners and ETS, Nebraska will plan and build out a demo environment. This is an environment that is set up identical to production. It can be used for demo and as a final deploy and rollback testing before pushing changes to production. This environment will always also keep all online services running the production version of all applications. This will allow partners to have a non-production stable environment. This can then be used by them to do interactive demos and training.

Nebraska Interactive will continue to research cloud-based options. We want to build out a new application from the ground up to fully utilize the structure and services provide by Amazon Web Services or Microsoft Azure. One solution we have already identify as such a service is a replacement of our current live chat service. This re-building of the service will also incorporate a chat bot to help assist our customer support.

We have researched the technology behind progressive web applications (PWA). We plan to use PWA's as a replacement to the native mobile application development when possible. PWAs have many advantages over native development. They do not have to be placed in Apple or Google app store, instead are hosted on our own web servers. This makes them much quicker and easier to update and maintain as standards and requirements change. They can be used as one-time web applications or installed on a user's device. PWAs can be used by both mobile users and desktop users, removing the need for multiple code bases for the same application.

## Technology Advancement Tactics

Title	Summary	Stakeholders	Opportunity
Cloud Services	Research and understand emerging cloud services and offerings. Evaluate available cloud tool sets we can utilize and integrate with to allow for fast turnaround time. An example of this is how the tawk.to chat service integrates into Meadowlark. Identify what new services we are implementing that can be built in the cloud. Be able to be the experts for the State and provide guidance and solutions for cloud-based development.	State of Nebraska Nebraska Interactive	Increase customer service
Microsoft	A partnership with Microsoft to deliver to deliver a Business One-stop solution providing businesses and the State with entire business engagement lifecycle. The NIC Enterprise can use transactional funding to cover or supplement ongoing MS service fees, creating a hybrid-model and stay true to NIC's vision of not utilizing tax appropriated funds for electronic government services. This would lower the long-term cost of ownership to the State and give NIC/MS a competitive advantage over other vendors. The State can obtain grant funds through various State and Federal sources to supplement various aspects of the project. DHHS has approached DHHS with a similar idea around health services. The recent exit of the DHHS CIO and lack of technical direction it would make sense to redirect the idea to the enterprise homepage, <a href="http://Nebraska.gov">Nebraska.gov</a> , as a strong and long-term foundation. The project would be a 3-	Secretary of State	Business Identity management

Title	Summary	Stakeholders	Opportunity
	year engagement which would high payout of long-term dividends across the nation for both NIC and Microsoft.		
Mobile (OtG) Inspections	In order to strengthen partner relationship with NBC partner and continue to secure additional revenues with current Cattle Branding inspections, NI will transition the Mobile inspections developer into NI operations and oversight. NI has a financial and relationship stake in the successful operation and implementation of OtG to secure the current \$250K in transactional revenue. Transitioning current OtG resources will ensure adequate resources are available and expand the resources and brain trust to turn product enhancements in a timelier manner. In addition, this will provide NI with the opportunity to reintroduce a product to other NIC portal generate additional opportunities for NI and NIC.	Brand Committee State Electrical Division	Static transactional funding
Nebraska Stage Environment	An environment that is set up identical to production. It can be used for demo and as a final deploy and rollback testing before pushing changes to production. This environment will always also keep all online services running the production version of all applications . This will allow partners to have a non-production stable environment. This can then be used by them to do interactive demos and training.	Nebraska Interactive	Stable Testing Environment
Progressive Web Applications	To build and design progressive web applications. This will give Nebraska Interactive a new mobile presence that is simpler and more efficient to maintain and support.	State of Nebraska	Advanced Development

## VERTICAL STRATEGY

Nebraska has a positive track record in delivering vertical solutions. Gov2go, RxGov and NIC Payment solutions have already been implemented across all levels of Nebraska government.

NIC has a new licensing solution that is very innovative and robust and should be viable for many state agencies to take advantage of. One area in particular is in Hemp agriculture. Legislation has passed and although unfunded in 2019, working with NIC Licensing to utilize AppEngine, NI can offer the Dept. of Agriculture a short-term solution for on boarding new applications until funding can be secured by the Legislature.

We have many service notifications within the Gov2go platform. We have invested countless time and travel in training to integrating payments into new and current applications. Integration would require the rules for each application to be duplicated, requiring maintaining 2 codebases for the same application. Our focus is on the new revenue applications for the biggest return on investment.

### Expand Local Verticals Initiative

Our contract, now allowing Nebraska Interactive to engage with municipalities, broadens the reach and opportunity to expand business and IT offerings to the local markets. NI plans to build marketing campaigns in 2020 to target these local entities focusing on NIC Verticals that offer time-to-market and little development needs. This will benefit the local markets and demonstrate NI's competitive ability to deliver a custom-like product, with minimal or no cost to the partner, while the partner is able to provide its constituents products that most do not have a budget for.

Marketing campaigns may include conference attendance or hosting, social media, radio, flyers, email blasts or communications, posters, additional NI webpages, etc. Building a webpage resources and events, including communication, that will help educate locals about easy to implement services. Focusing on non-integrated solutions.

#### Expand Local Verticals Tactics

Title	Summary	Stakeholders	Opportunity
App Engine - Utility Payments Expansion	<ul style="list-style-type: none"> <li>Analysis of business opportunity</li> <li>Competitive analysis</li> <li>Go to market strategy</li> <li>Put together marketing</li> <li>Call/Market/Sell</li> </ul>	Elected City Officials  Utilities managers	Increase Revenue
CCP - Expand NIC Verticals	<ul style="list-style-type: none"> <li>Analysis of opportunity</li> <li>Go to market strategy</li> <li>Develop marketing and webpage</li> </ul>	State Partners Local Partners CIO NSRB	Increase Revenue
Gov2Go - Expand NIC Verticals	<ul style="list-style-type: none"> <li>Analysis of product current state</li> <li>Analysis of timelines</li> <li>Go to Market Strategy</li> </ul>	State Partners Local partners NSRB ETS	Increase Revenue
NI Prompt Pay	NI has worked with Idaho to set up an NI instance for testing. NI will work to vet any risks and send communication to prospective partners.	Counties Lincoln Park & Rec Game & Parks Municipal/City	Increase Revenue
PayPort/OTC - Expand NIC Verticals	<ul style="list-style-type: none"> <li>Current portfolio analysis vs. opportunity</li> <li>Competitor Analysis</li> <li>Updated Marketing Materials</li> <li>Call/Market/Sell</li> </ul>	Local Government County Treasurers State Partners	Increase Revenue

## Expand State Verticals Initiative

Nebraska partners want results, especially with recent concerns on PCI requirements and new legislation, which has created new and tangible opportunities that allow NI to offer NIC Verticals as solutions. For example, the Nebraska Hemp Farming Act passed legislation which has created a licensing system need for the Nebraska Department of Agriculture. The State Treasurer enforcing PCI requirements be maintained in-office where multiple partners need online services, just to take a credit card payment. NIC Verticals offer multiple solutions that can quickly and easily be implemented. For 2020, NI plans to focus on outreach to our state partners ensuring their knowledge of Gov2Go, App Engine, OTC and others. These would be great wins for Nebraska Interactive and add little, if anything to our technical debt.

### Expand State Verticals Tactics

Title	Summary	Stakeholders	Opportunity
CCP - Expand NIC Verticals	<ul style="list-style-type: none"> <li>• Analysis of opportunity</li> <li>• Go to market strategy</li> <li>• Develop marketing and webpage</li> </ul>	State Partners Local Partners CIO NSRB	Increase Revenue
NIC Licensing	NIC Licensing platform is the premier cannabis and hemp licensing and registration software solution on the market today. Cannabis and hemp markets are rapidly evolving, and the NIC Licensing platform was specifically engineered to grow alongside these unique markets. In addition, this platform is rapidly expanding into all areas of Licensing from Health Professionals to Real Estate and Cosmetology	Department of Agriculture DHHS	New Revenue



# General Manager's Report

April 1st - June 30th  
Quarter 2

## NIC Nebraska

Thank you for your ongoing partnership and trust in us. These past several months you, our partner, have done an amazing job under immense pressure to respond to the needs of citizens in their time of need and we are proud to be able to play a small role in helping achieve that.

As you know, we are a wholly owned subsidiary of NIC, with our national office in Olathe, Kansas and NIC has offices like this one in 28 states around the country. We have a unique business model that brings value to our government partners with the scale, resources and expertise of a national company with dedicated local offices in capital cities of the states we serve.

We are able to utilize our close to 30 years of experience and breadth of our services across the nation to be a highly responsive and innovative partner– all while living and working locally to best understand what matters most to you.

Over the past several months - as every state was managing the needs of citizens through the COVID-19 outbreak - the power of being a part of the NIC umbrella has become even more apparent and we have been able to share solutions across all 28 NIC operations to bring expertise, shared learnings and solutions quickly to our partners during this critical [time](#).

In an effort to exemplify this unity, we are beginning to refer to ourselves as NIC Nebraska along with the rest of the NIC business units. We are not changing the way we do business or the way we operate. We are simply transitioning to a new way of referring to ourselves that captures the strength we bring as one unified company, working together to be the best partner we can be, especially at this time when working together is so important. Over the next few weeks, you may see our logo change on our website, social media and email signatures. Other changes, like email addresses and website URLs will happen at a later time. We're excited to continue serving you, and appreciate you taking the time to discuss this change with us.

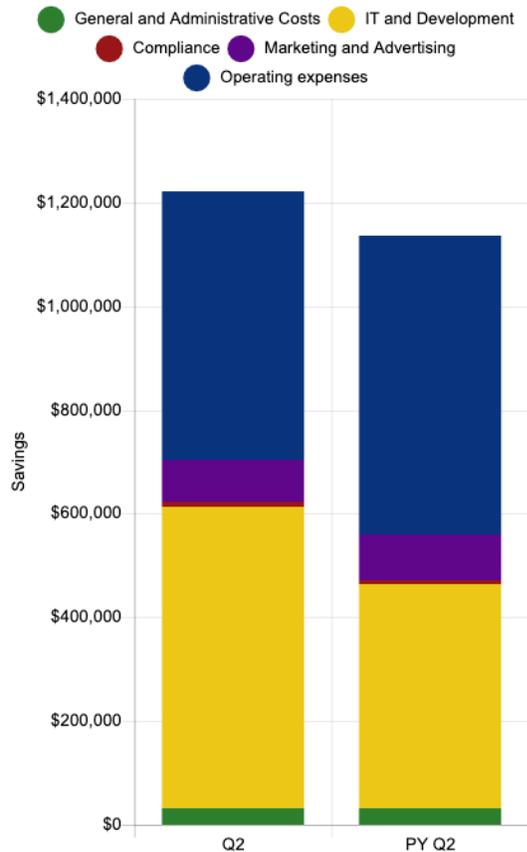
Brent Hoffman

## In the News

Primary	URL
NIC, Impact Health and Next Marketing Launch TourHealth Solutions – Rapid and Secure COVID-19 Testing	<a href="http://www.busine">http://www.busine</a>
MCInfo Recommended for Insurance Filings by Kentucky Transportation Cabinet	<a href="http://www.busine">http://www.busine</a>
Kansas Releases Driver's Practice Test Alexa Skill in Spanish	<a href="http://www.busine">http://www.busine</a>
Nebraska Department of Veterans' Affairs Launches Redesigned Website	<a href="http://www.busine">http://www.busine</a>
NIC Hawaii Deploys Online Ballot Request System for Voters in Honolulu County	<a href="http://www.busine">http://www.busine</a>
Easier Access Announced for Utah's Vital Records	<a href="http://www.busine">http://www.busine</a>
State of Maine Selects NIC Inc.'s RxGov® as Prescription Drug Monitoring Program	<a href="http://www.busine">http://www.busine</a>
Arkansas Launches Peer Recovery Support Website	<a href="http://www.busine">http://www.busine</a>
NOR Adds SR-23 Insurance Form Filing in MCInfo	<a href="http://www.busine">http://www.busine</a>
Parking Passes for Maryland's Kilgore Falls Now Available on YourPassNow	<a href="http://www.busine">http://www.busine</a>
Fergus County, Montana, Burn Permits Available Online	<a href="http://www.busine">http://www.busine</a>
Utah Chatbot, Porter, Helps Citizens Find Important COVID-19 Information	<a href="http://www.busine">http://www.busine</a>
NOR Integrates Form SR-26 for Filing to Iowa Through MCInfo	<a href="http://www.busine">http://www.busine</a>
Mississippi Government Services Available During COVID-19 Pandemic	<a href="http://www.busine">http://www.busine</a>
Maine DHHS Announces Redesign of Website to Better Serve Public	<a href="http://www.busine">http://www.busine</a>

# Financials

## State Cost Avoidance



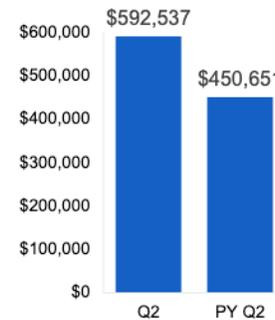
The State avoids the costs of enterprise operations, including billing, support, project management, development and hosting, among others. This value is significant considering what these same costs are for State IT.

The leveling of the margin share to the state is a result of this being the first full quarter against the 2019 Sole Source Contract.

## Q2 2020 NSRB GM Financials Report

Primary	Q2	PY Q2	Q2 % Variance
<b>2020</b>	<b>\$10,376,811</b>	<b>\$8,526,421</b>	
NI Revenue	\$2,697,874	\$2,208,892	22%
20% NSRB Margin Share	\$405,083	\$309,151	31%
Gross Margin	\$2,292,790	\$1,899,743	21%
Merchant and Payment Processing	\$592,537	\$450,651	31%
General and Administrative Costs	\$32,266	\$31,565	2%
IT and Development	\$581,241	\$432,847	34%
Compliance	\$10,429	\$6,009	74%
Marketing and Advertising	\$80,330	\$88,110	-9%
Operating expenses	\$516,737	\$578,469	-11%
Total Expenses	\$2,228,226	\$1,896,803	17%
Operating Income	\$469,649	\$312,090	50%
Total Income Tax Expense (Benefit)	\$124,233	\$84,536	47%
Net After-Tax Income (Loss)	\$345,416	\$227,555	52%
Net After-Tax Income Margin	13%	\$0	3%

### Merchant Fees Paid by NI on behalf of the State



NIC pays the merchant and banking fees for all transaction fees approved by the board. These costs affect the operating income of the enterprise.

Merchant fees paid by NI increased 31% over prior year. 26% of every dollar is consumed by merchant and banking fees. This cost is 49% more than the revenue generated through the Boards revenue provided in Statue.

### Cash Back to the State Records Board Fund



The NSRB receives 20% of the gross transaction fees for the executive branch of government.

The NSRB margin share is 31% over prior year due to the increase in transactions primarily because of the restricted access to government offices across the state.

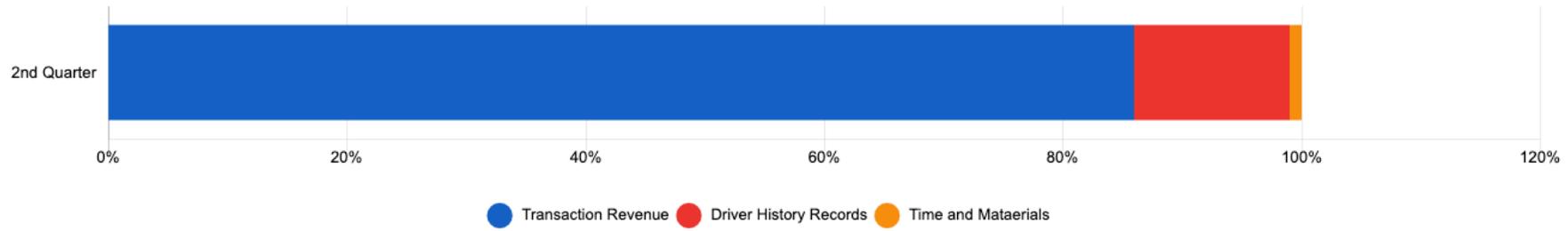
### NI NET



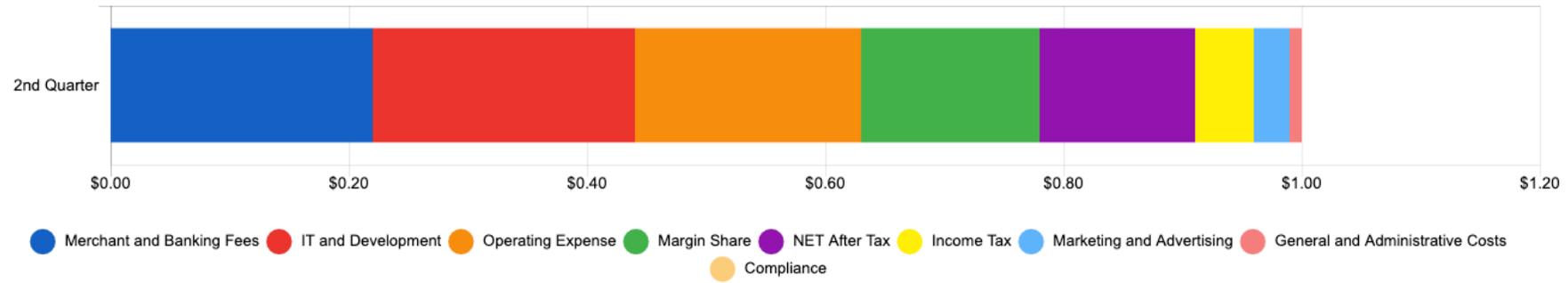
NIC profit grows at a 5-year average rate of 9%, regardless of the new services delivered over those past 5 years.

NI did see a dramatic decrease in Driver History Record (DHR) revenue and electronic Court Filings over the past quarter. Significant increases in Motor Vehicle Renewals help to offset this loss. The primary driver of the NET increase is Time and Materials work provided through an agency funded Federal Grant.

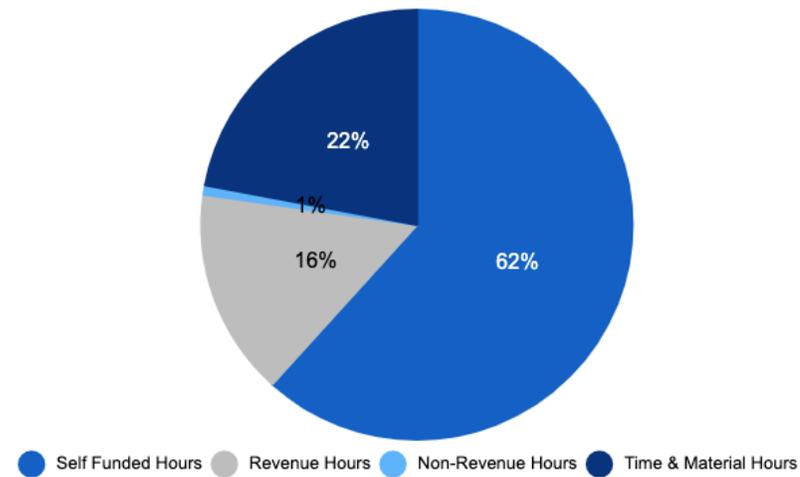
### Revenue Balance



### Per Dollar Breakdown



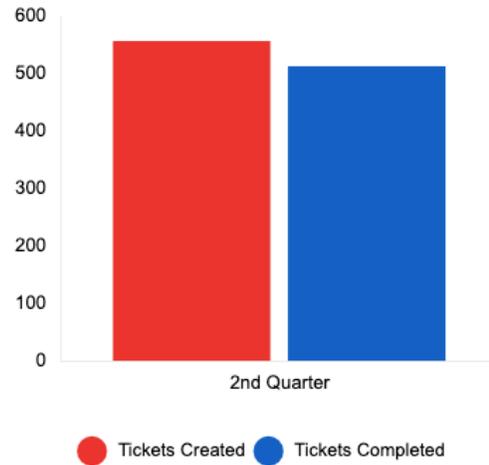
### Time Spent by Project Funding



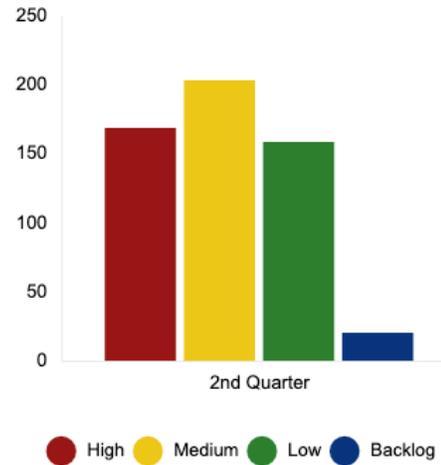
# Maintenance

Maintenance impacts all services and has a direct impact on the constituents of Nebraska. This area gives the board a view into the engagement of our staff and the resources supporting your services.

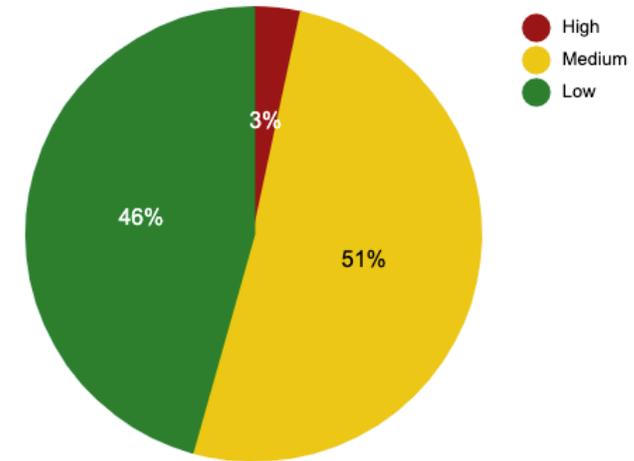
## Tickets



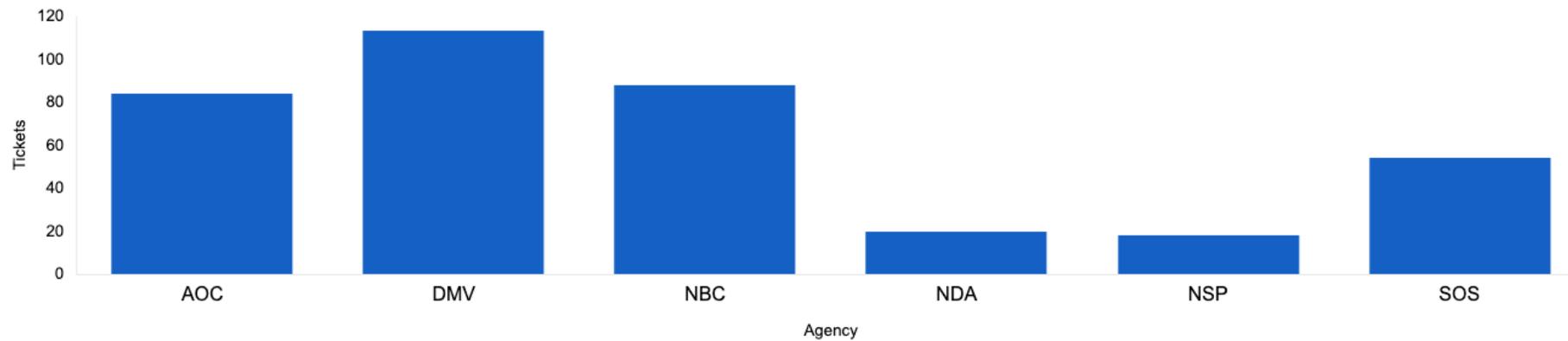
## Tickets by Priority



## Change Priority



## Major Agency Tickets



The number of tickets for the Nebraska Brand Committee has fallen behind the DMV for the first time in 12 months. This has been contributed to Nebraska bringing the NIC mobile inspection platform in-house and the implementation of the reporting platform.

## Quarter Uptime

### Uptime

99.98%

2nd Quarter

### Downtime Reports

7.0

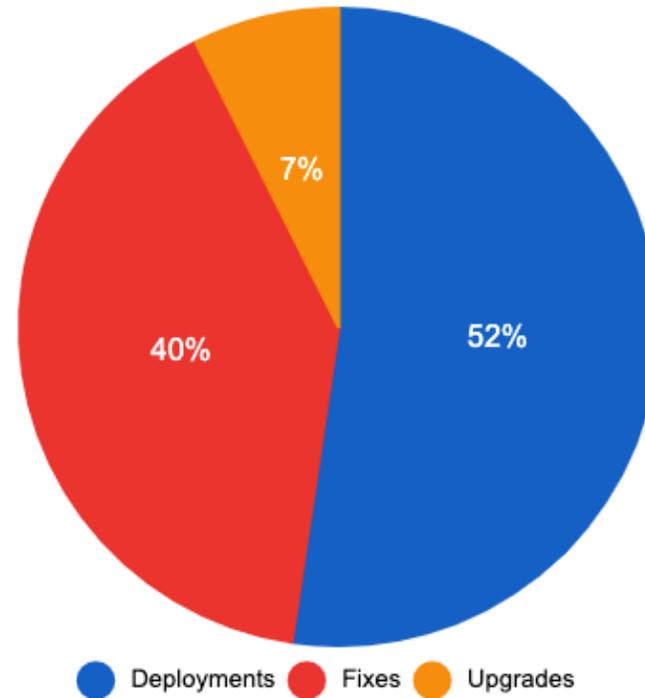
2nd Quarter

### Response time (ms)

285

2nd Quarter

## Changes by Type



## Network Traffic/Hit and Services Reports

[Google Analytics](#)

[Statements](#)

## Annual Requirements

### Commercially Audited Company Financials

1st Quarter: **Submitted**

### Business Plan

2nd Quarter: **Submitted**

### Data Center Comprehensive Annual Certification

2nd Quarter: **Completed**

### PCI Attestation of Compliance

2nd Quarter: **Completed**

### Security Compliance Assessment Completed

1st Quarter: **Pending Completion**

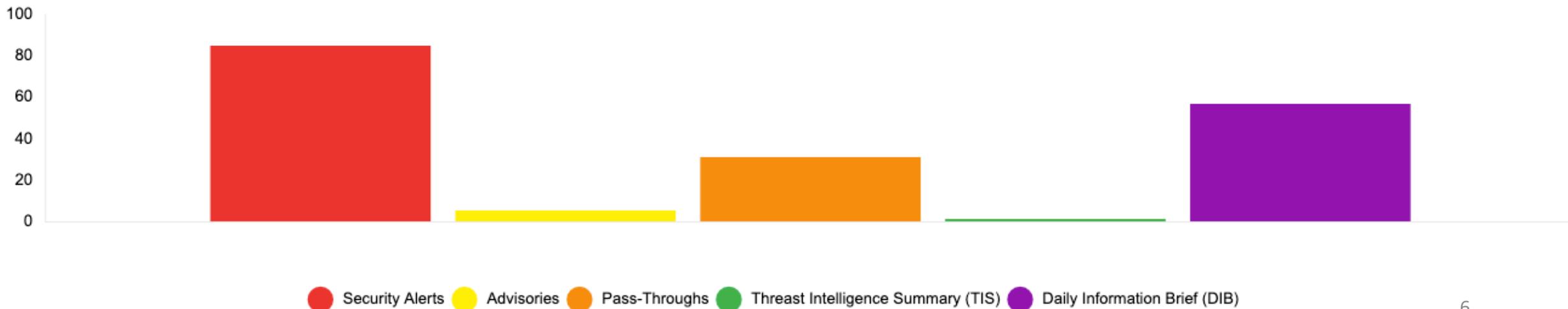
2nd Quarter: **Completed**

## Security Update

Q2 2020 the NIC Corporate Security Team (CST) has been working with the NIC Nebraska team to identify the scope of testing efforts. This has involved communications to establish the preferred penetration testing approach by Nebraska and quarterly updates to the network declaration form. These five touch points lay the foundational understanding of what exists and what should be tested on behalf of your state enterprise. Using the annual test plan and network declaration forms, the NIC CST worked to identify vulnerabilities through interactive analysis of production-like environments. CST has conducted 53 vulnerability scans during Q2 2020. A holistic penetration test was completed on May 28, 2020.

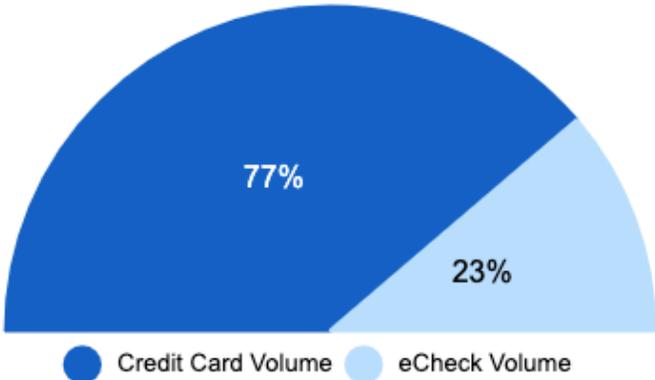
The NIC CST continuously monitors for vulnerabilities, operations or threat actors that could impact NIC, the Nebraska enterprise or our partners. In addition, we actively maintain relationships with law enforcement and contacts with federal agencies such as DHS and the FBI. Should information be discovered that requires notification, a security alert is created and distributed within NIC. Security alerts are distributed through the compliance framework tool. Security alerts distributed in Q1 2020 is captured in the table below

## Quarterly Security Alerts

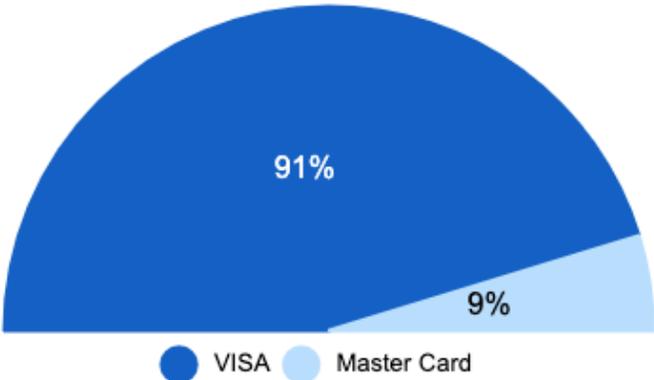


# Transactions

### Total Transaction Volume by Payment Category



### Total Transactions by Card Type



### Total Return Rate

**Credit Card**  
**2%**  
2nd Quarter

**eCheck**  
**17%**  
2nd Quarter

This provides the Board with how users are paying for services. These percentages are the same regardless of whether it is a State or County service.

## Contract Management

### Remote Working

After analyzing the results of NIC companywide remote work survey, Nebraska had the most highest score in communication with peers, and they are more responsive but would like to have more social interaction with their team. Since the the last survey, Nebraska staff felt more productive, coworkers were more responsive and much less interrupted than when they began working remotely. The Friday game hour has been well received according to the survey, even garnering more staff interaction from those who normally do not participate.

The majority of the comments were focused around flexibility of remote work and concerns regarding the office configuration did not allow for proper social distancing. As of the end of Quarter 2, there are no plans to reopen the office to normal operations.

### Nebraska Brand Committee

Nebraska NIC created a proof of concept implementation using a reporting instance within NIC. This was an executive project, between the Nebraska General Manager and NBC Executive Director to make reporting of information more accessible to the Brand Committee. Today, the Executive Director and supervisors receive tangible operation reports with statistics, along with availability to create their own ad hoc reports. The concept was a success for both the partner and NIC.

### Center of Operational Excellence - Director Matt Singh

The Center of Operational Excellence (COE) strives to partner with key stakeholders throughout Nebraska Government to ensure that a continually more effective, efficient, and customer focused State government is achieved. One of the historical relationships has been with Nebraska Interactive (NI). We have partnered with NI on several activities including multiple Black Belt projects assigned by the Governor or his Office, as well as helping fulfill the continuous improvement training needs of NI through the State of Nebraska's Lean Six Sigma belt system.

With the completion of the One Stop Portal Project- Phase 1 at the end of 2019, the COE and the NI have been focusing energy toward the ongoing effort to ensure the NI receives adequate training in continuous improvement through the COE. In Q2 2020 we have completed the following activities:

One NI team mate has gone through Green Belt Training:

1. She reports out to the MBB for certification completion in Sept. 2020.
2. Many NI team members received Yellow Belt certification from the COE in Q1 of 2020,

In Q2 we focused on mentorship and standards of these teams through the

following:

1. Weekly touch bases with 3 separate teams in NI to give feedback on morning huddles, QDIP boards, and executive interactions.
2. Regular touch bases with NI improvement sponsor (Carmen Easley) giving updates to team's progress, identification of cultural constraints, strategic planning.
3. COE and NI have recently re-engaged with the Governor's Office to discuss the scope, timeline, and resource allocation of One Stop Portal- Phase 2. The official meeting will occur on August 13th.

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## Application Rationalization

One crucial way to address both costs and opportunities in IT is a process known as applications rationalization. By connecting the incumbent knowledge and operational capabilities of internal IT leadership and delivery personnel with specialized people and experience, we are researching the most effective way to change the environment that is both present- and future-tense in its approach. Successful applications rationalization is built around a specific, well-defined, repeatable and scalable methodology. While a number of variants exist within the applications rationalization model, Walter Weir has been a valuable resource, sharing his experience based on his successful implementation of a three-step methodology at the University of Nebraska.

## Growth

### Professional licensing

The Nebraska DHHS released an RFP to manage the entire lifecycle of professional licensing in Nebraska. Funding would be provided by a \$3.5M budget exception which was stalled in the suspended Legislative session. Since DHHS did not have the \$3.5M to fund the development needed to implement the NIC Licensing Platform, it did not make sense to submit a bid. Utilizing our contract the Department of Health and Human Services could have avoided the expense and personnel efforts of an RFP, especially considering the strain of the Pandemic already on the agency.

### Nebraska Veteran Affairs Website

Nebraska Veterans Affairs launched the redesign and enhancement of their website at [veterans.nebraska.gov](http://veterans.nebraska.gov). The team worked tirelessly to develop resources for veterans, including custom-made Drupal modules that use a conversational approach getting Veterans to the resources they need. Director John Hilgert and team within the Department have received great feedback from Veterans, and look forward to the Governor announcing the launch within the next few weeks.

### GovStatus

GovStatus is a product focused on quickly and efficiently disseminating information to the public during a local, county, or state-wide emergency. During a state of emergency government websites can be overrun with traffic and frequently crash, limiting the public's access to critical information. The GovStatus platform provides a robust and easy way for government agencies to create informational pages that can withstand very large amounts of traffic, which makes them perfect for publishing on social media and to the press. GovStatus is flexible and can provide maps, videos, text information, and even allows for citizens to sign up for alerts via email and SMS when new information is published to the site.

Now that the Federal government has sent \$2.2 trillion dollars in government aid, our partners are going to provide citizens with more transparency. GovStatus is uniquely positioned to provide our partners and few states customizable transparency site. Our efforts around COVID-19 means there would be minimal effort to our partners and further demonstrates NIC's ongoing commitment to Nebraska.

## Verticals

### Compliance Framework Tool (CFT)

For the past 13 years, the Ponemon Institute has examined the cost associated with data breaches of records less than 100,000. The actual costs of a data breach are well documented with the US cost per record at \$242 with highest average cost being in the Health sector, which is very important in our world today. Compliance failures is one of the highest Cost Amplifier adding an average \$13.47 per record for the average record count 25,575 that is \$344K which could have been avoided. Case in point; In December of 2019 Nebraska Medicine discovered an employee accessed 1,149 patient records outside of his job role for the past 12 months. In press releases, Nebraska Medicine paid for Experian credit monitoring for each patient this alone would be a \$303K cost to Nebraska Medicine far higher than the \$242 average from the study, all because routine audit compliance failures.

Government holds citizens most private information and we understand Government because Government is our only customer, NIC is uniquely positioned to provide the state with a proven compliance framework. We have provided a demo to the State Treasurer's office and the Office of the CIO Risk Mitigation team, on the vast array of features to assist the State in compliance and to avoid these cost accelerators.

### Vital Records

Pricing was negotiated and settled on between NIC Nebraska and the Lt. Governor to provide this service for \$3.00 per Vital record earlier this year. The Lt. Governor requested DHHS to use a specific cash fund and cost savings provided by the new streamline process to pay transactions without charging the user. Since that time Vital Records had a management change and do not want to use those funds to pay for transaction fees and have elected to consider paying inhouse resources to build a new system or go out to RFP. As of Q2 we continue to work with Vital Records to provide this service.

monthly gm report

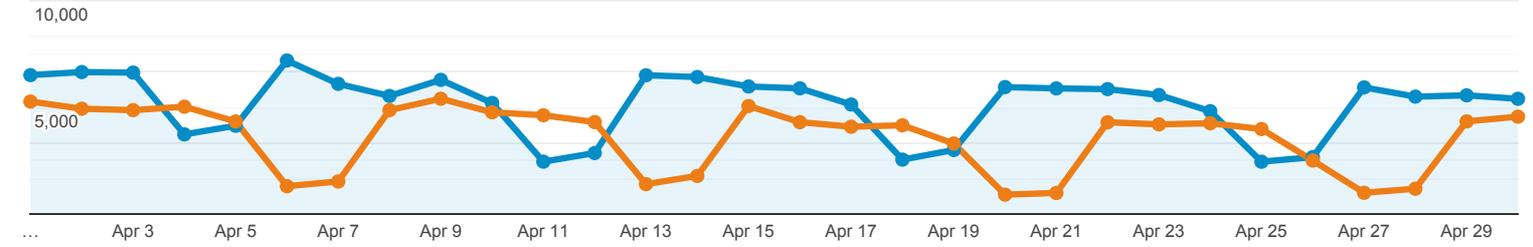
All Users +0.00% Sessions

Apr 1, 2020 - Apr 30, 2020  
Compare to: Apr 1, 2019 - Apr 30, 2019

Explorer

Summary

Apr 1, 2020 - Apr 30, 2020: Sessions  
Apr 1, 2019 - Apr 30, 2019: Sessions



Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration
	<b>43.36%</b> <span style="color: green;">▲</span> 154,468 vs 107,746	<b>19.25%</b> <span style="color: green;">▲</span> 61.89% vs 51.90%	<b>70.96%</b> <span style="color: green;">▲</span> 95,593 vs 55,916	<b>8.64%</b> <span style="color: red;">▲</span> 66.97% vs 61.65%	<b>11.48%</b> <span style="color: red;">▼</span> 1.64 vs 1.85	<b>50.46%</b> <span style="color: red;">▼</span> 00:01:18 vs 00:02:37
1. desktop						
Apr 1, 2020 - Apr 30, 2020	<b>106,997</b> (69.27%)	58.81%	62,923 (65.82%)	66.59%	1.64	00:01:25
Apr 1, 2019 - Apr 30, 2019	<b>79,972</b> (74.22%)	45.53%	36,413 (65.12%)	60.20%	1.90	00:03:09
<b>% Change</b>	<b>33.79%</b>	<b>29.16%</b>	<b>72.80%</b>	<b>10.61%</b>	<b>-13.89%</b>	<b>-55.09%</b>
2. mobile						
Apr 1, 2020 - Apr 30, 2020	<b>41,348</b> (26.77%)	70.15%	29,004 (30.34%)	68.09%	1.64	00:00:59
Apr 1, 2019 - Apr 30, 2019	<b>23,048</b> (21.39%)	71.82%	16,554 (29.61%)	66.70%	1.69	00:00:59
<b>% Change</b>	<b>79.40%</b>	<b>-2.34%</b>	<b>75.21%</b>	<b>2.08%</b>	<b>-3.22%</b>	<b>-0.22%</b>
3. tablet						
Apr 1, 2020 - Apr 30, 2020	<b>6,123</b> (3.96%)	59.87%	3,666 (3.84%)	66.13%	1.64	00:01:17
Apr 1, 2019 - Apr 30, 2019	<b>4,726</b> (4.39%)	62.40%	2,949 (5.27%)	61.47%	1.76	00:01:26
<b>% Change</b>	<b>29.56%</b>	<b>-4.05%</b>	<b>24.31%</b>	<b>7.58%</b>	<b>-6.43%</b>	<b>-10.09%</b>

Rows 1 - 3 of 3

monthly gm report

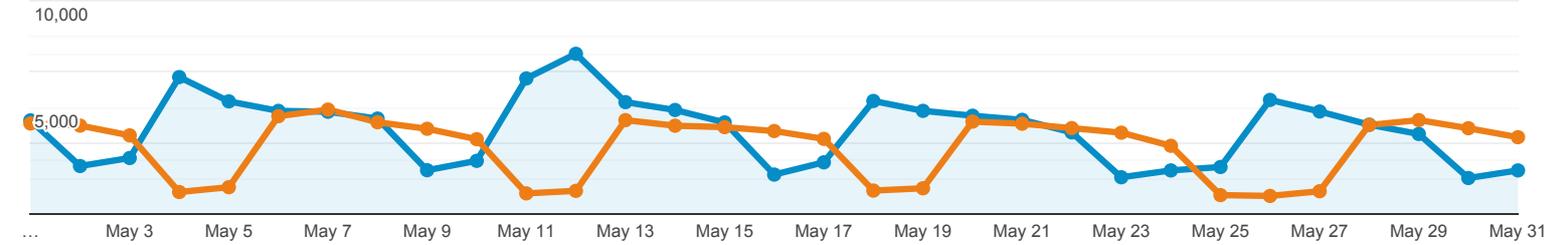
All Users +0.00% Sessions

May 1, 2020 - May 31, 2020  
Compare to: May 1, 2019 - May 31, 2019

Explorer

Summary

May 1, 2020 - May 31, 2020: Sessions  
May 1, 2019 - May 31, 2019: Sessions



Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration
	<b>24.56%</b> <span style="color: green;">▲</span> 123,079 vs 98,814	<b>23.76%</b> <span style="color: green;">▲</span> 62.42% vs 50.43%	<b>54.15%</b> <span style="color: green;">▲</span> 76,822 vs 49,835	<b>6.91%</b> <span style="color: red;">▲</span> 66.34% vs 62.05%	<b>9.65%</b> <span style="color: red;">▼</span> 1.65 vs 1.83	<b>48.04%</b> <span style="color: red;">▼</span> 00:01:20 vs 00:02:34
1. desktop						
May 1, 2020 - May 31, 2020	<b>80,939</b> (65.76%)	58.14%	47,057 (61.25%)	65.13%	1.67	00:01:31
May 1, 2019 - May 31, 2019	<b>73,272</b> (74.15%)	43.76%	32,061 (64.33%)	61.11%	1.86	00:03:05
<b>% Change</b>	<b>10.46%</b>	<b>32.87%</b>	<b>46.77%</b>	<b>6.58%</b>	<b>-10.45%</b>	<b>-50.56%</b>
2. mobile						
May 1, 2020 - May 31, 2020	<b>37,710</b> (30.64%)	72.36%	27,286 (35.52%)	69.02%	1.61	00:00:56
May 1, 2019 - May 31, 2019	<b>21,452</b> (21.71%)	71.03%	15,238 (30.58%)	65.10%	1.73	00:01:01
<b>% Change</b>	<b>75.79%</b>	<b>1.86%</b>	<b>79.07%</b>	<b>6.02%</b>	<b>-6.64%</b>	<b>-8.84%</b>
3. tablet						
May 1, 2020 - May 31, 2020	<b>4,430</b> (3.60%)	55.96%	2,479 (3.23%)	65.55%	1.64	00:01:13
May 1, 2019 - May 31, 2019	<b>4,090</b> (4.14%)	62.00%	2,536 (5.09%)	62.93%	1.70	00:01:23
<b>% Change</b>	<b>8.31%</b>	<b>-9.75%</b>	<b>-2.25%</b>	<b>4.16%</b>	<b>-3.58%</b>	<b>-11.29%</b>

Rows 1 - 3 of 3

monthly gm report

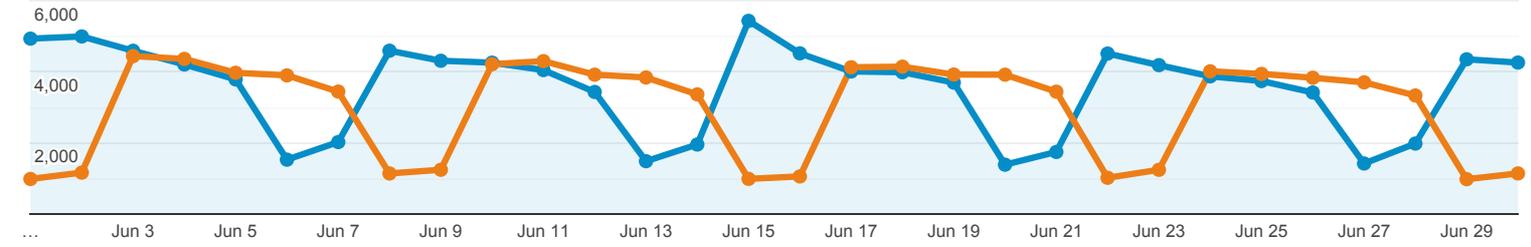
All Users +0.00% Sessions

Jun 1, 2020 - Jun 30, 2020  
Compare to: Jun 1, 2019 - Jun 30, 2019

Explorer

Summary

Jun 1, 2020 - Jun 30, 2020: Sessions  
Jun 1, 2019 - Jun 30, 2019: Sessions



Device Category	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration
	<b>19.68%</b> ↑ 106,688 vs 89,145	<b>15.28%</b> ↑ 59.46% vs 51.57%	<b>37.97%</b> ↑ 63,432 vs 45,976	<b>0.66%</b> ↑ 63.35% vs 62.93%	<b>4.30%</b> ↓ 1.75 vs 1.83	<b>30.88%</b> ↓ 00:01:45 vs 00:02:32
1. desktop						
Jun 1, 2020 - Jun 30, 2020	<b>70,470</b> (66.05%)	53.22%	37,505 (59.13%)	61.54%	1.80	00:02:10
Jun 1, 2019 - Jun 30, 2019	<b>64,217</b> (72.04%)	43.92%	28,202 (61.34%)	61.66%	1.88	00:03:07
<b>% Change</b>	<b>9.74%</b>	<b>21.19%</b>	<b>32.99%</b>	<b>-0.19%</b>	<b>-4.19%</b>	<b>-30.64%</b>
2. mobile						
Jun 1, 2020 - Jun 30, 2020	<b>32,882</b> (30.82%)	73.44%	24,149 (38.07%)	67.54%	1.64	00:00:55
Jun 1, 2019 - Jun 30, 2019	<b>21,296</b> (23.89%)	72.74%	15,490 (33.69%)	66.78%	1.69	00:00:58
<b>% Change</b>	<b>54.40%</b>	<b>0.97%</b>	<b>55.90%</b>	<b>1.15%</b>	<b>-3.09%</b>	<b>-5.80%</b>
3. tablet						
Jun 1, 2020 - Jun 30, 2020	<b>3,336</b> (3.13%)	53.30%	1,778 (2.80%)	60.10%	1.74	00:01:20
Jun 1, 2019 - Jun 30, 2019	<b>3,632</b> (4.07%)	62.89%	2,284 (4.97%)	63.00%	1.72	00:01:24
<b>% Change</b>	<b>-8.15%</b>	<b>-15.25%</b>	<b>-22.15%</b>	<b>-4.59%</b>	<b>1.64%</b>	<b>-4.87%</b>

Rows 1 - 3 of 3

**Payment Statement  
May 31, 2020**

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

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



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

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	5,940	\$3.00	\$17,820.00	\$11,880.00	\$5,940.00	\$1,188.00	\$4,752.00
DMV- DLR - Monitoring Fee	667,823	\$0.06	\$40,069.38	\$26,712.92	\$13,356.46	\$2,671.29	\$10,685.17
DMV- DLR - Interactive	71,364	\$3.00	\$214,092.00	\$142,728.00	\$71,364.00	\$14,272.80	\$57,091.20
DMV- DLR - Certified	10	\$3.00	\$30.00	\$20.00	\$10.00	\$2.00	\$8.00
DMV- DLR - Certified Transcript	91	\$4.00	\$364.00	\$273.00	\$91.00	\$18.20	\$72.80
DMV-SRIND	9	\$0.50	\$4.50	\$0.00	\$4.50	\$0.90	\$3.60
DMV - DLR Single	1,269	\$3.00	\$3,807.00	\$2,538.00	\$1,269.00	\$253.80	\$1,015.20
DMV - Driver License Renew	16,622	Variable	\$457,266.00	\$434,955.00	\$22,311.00	\$4,462.20	\$17,848.80
DMVMETROSOUTH	499	Variable	\$13,834.25	\$12,985.50	\$848.75	\$169.75	\$679.00
DMVMETROSOUTH-Cash	369	Variable	\$7,797.50	\$7,797.50	\$0.00	\$0.00	\$0.00
DMVMapleLocation	41	Variable	\$1,300.25	\$1,231.00	\$69.25	\$13.85	\$55.40
DMVMapleLocation-Cash	32	Variable	\$762.50	\$762.50	\$0.00	\$0.00	\$0.00
DMVMetroWest	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	640	Variable	\$16,240.75	\$15,371.50	\$869.25	\$173.85	\$695.40
DMVNorthExpress-Cash	570	Variable	\$12,483.50	\$12,483.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	13,249	\$1.00	\$13,249.00	\$5,299.60	\$7,949.40	\$1,589.88	\$6,359.52
DMV- TLR - batch	16,724	\$1.00	\$16,724.00	\$6,689.60	\$10,034.40	\$2,006.88	\$8,027.52
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	21	\$18.00	\$378.00	\$210.00	\$168.00	\$33.60	\$134.40
DMV - Reinstatement	1,682	\$3.00	\$128,921.00	\$123,875.00	\$5,046.00	\$1,009.20	\$4,036.80
DMV - IRP	253	Variable	\$292,174.13	\$290,045.74	\$2,128.39	\$425.68	\$1,702.71
DMV - IFTA	895	Variable	\$301,578.29	\$299,915.30	\$1,662.99	\$332.60	\$1,330.39
DMVSPLATE	255	Variable	\$6,395.00	\$5,630.00	\$765.00	\$153.00	\$612.00
SPLATEMESS	502	Variable	\$26,126.00	\$24,620.00	\$1,506.00	\$301.20	\$1,204.80
DMV - SingleTripPermit	540	Variable	\$21,790.00	\$20,030.00	\$1,760.00	\$352.00	\$1,408.00
DMV - Motor Vehicle Renewals	67,411	Variable	\$12,318,957.14	\$12,009,083.54	\$309,873.60	\$61,974.72	\$247,898.88
DMV_Fleets	8	Variable	\$21,865.03	\$21,756.10	\$108.93	\$21.79	\$87.14
DMV_DAS	36	Variable	\$9,922.00	\$7,747.00	\$2,175.00	\$435.00	\$1,740.00
HHSS - Health Practitioner Lists	49	Variable	\$2,395.00	\$0.00	\$2,395.00	\$479.00	\$1,916.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,805.00	\$0.00	\$2,805.00	\$561.00	\$2,244.00
HHSS - Health License Monitoring	39,466	Variable	\$394.66	\$0.00	\$394.66	\$78.93	\$315.73
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.20	\$0.00	\$73.20	\$14.64	\$58.56
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	858	\$1.00	\$294,129.86	\$290,949.00	\$3,180.86	\$636.17	\$2,544.69
LCC Local Renewals	344	Variable	\$236,256.07	\$233,500.38	\$2,755.69	\$551.14	\$2,204.55
LCC_SDL	11	Variable	\$546.25	\$520.00	\$26.25	\$5.25	\$21.00
SED - Electrical Permits	0	4% of Fee	\$107,945.00	\$107,945.00	\$4,317.80	\$863.56	\$3,454.24
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	183	3.00	\$4,209.00	\$4,209.00	\$549.00	\$109.80	\$439.20
SED - License List	1	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEDEXAM3 - Exam Application (\$3 fee)	21	3.00	\$1,323.00	\$1,323.00	\$63.00	\$12.60	\$50.40

SEDEXAM5 - Exam Application (\$5 fee)	2	5.00	\$130.00	\$130.00	\$5.00	\$1.00	\$4.00
SOS - Corporation filings (LLC/LLP) (TPE)	75	\$3.00	\$1,410.00	\$1,185.00	\$225.00	\$45.00	\$180.00
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,022	\$2/vari	\$140,804.35	\$135,880.00	\$4,924.35	\$984.87	\$3,939.48
SOS - Corp filings (Foreign/Domestic Corporations)	2,102	Variable	\$613,253.80	\$599,830.00	\$13,423.80	\$2,684.76	\$10,739.04
SOS - corpdocs (TPE)	2,618	Variabl	\$13,119.55	\$6,483.28	\$6,636.27	\$1,327.25	\$5,309.02
SOS - CollectionRenew	0	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	38	Vari	\$690.00	\$345.00	\$345.00	\$69.00	\$276.00
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - Corp_OCOGS	2,561	\$6.50	\$16,646.50	\$6,402.50	\$10,244.00	\$2,048.80	\$8,195.20
SOS - Corpcogs	3	\$10.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	10,502	\$0.45	\$4,725.90	\$3,360.64	\$1,365.26	\$273.05	\$1,092.21
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	7,215	\$4.50	\$32,467.50	\$25,252.50	\$7,215.00	\$1,443.00	\$5,772.00
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	1,000	Variabl	\$2,000.00	\$1,000.00	\$1,000.00	\$200.00	\$800.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	900	\$8.00	\$7,200.00	\$5,850.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Original Filings	1,861	\$8.00	\$14,888.00	\$12,096.50	\$2,791.50	\$558.30	\$2,233.20
SOS - UCC Electronic Amendments	269	\$8.00	\$2,152.00	\$1,748.50	\$403.50	\$80.70	\$322.80
SOS - UCC Electronic Assignments	3	\$8.00	\$24.00	\$19.50	\$4.50	\$0.90	\$3.60
SOS - UCC Electronic Collateral Amendments	168	\$8.00	\$1,344.00	\$1,092.00	\$252.00	\$50.40	\$201.60
SOS - UCC Images	14,061	\$0.45	\$6,327.45	\$4,499.52	\$1,827.93	\$365.59	\$1,462.34
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	13	Variable	\$104.00	\$84.50	\$19.50	\$3.90	\$15.60
SOS - UCCASSIGN_BULK	8	Variable	\$64.00	\$52.00	\$12.00	\$2.40	\$9.60
SOS - UCCCOLLAMEND	9	Variable	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80
SOS - UCCCONT_BULK	127	Variable	\$1,016.00	\$825.50	\$190.50	\$38.10	\$152.40
SOS - UCCORIG_BULK	926	Variable	\$7,408.00	\$6,019.00	\$1,389.00	\$277.80	\$1,111.20
SOS - EFS Interactive Searches	1,671	\$4.50	\$7,519.50	\$5,848.50	\$1,671.00	\$334.20	\$1,336.80
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	169	\$8.00	\$1,352.00	\$1,098.50	\$253.50	\$50.70	\$202.80
SOS - EFS Original Filings	395	\$8.00	\$3,160.00	\$2,567.50	\$592.50	\$118.50	\$474.00
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	108	3% of Fee	\$11,925.00	\$11,567.25	\$357.75	\$71.55	\$286.20
E&A - Engineers & Architects License Renewal	5	5% of Fee	\$560.00	\$560.00	\$28.00	\$5.60	\$22.40
E&A - Engineers & Architects	53	5% of Fee	\$7,950.00	\$7,950.00	\$397.50	\$79.50	\$318.00
Water Well Registrations	138	5% of Fee	\$11,630.00	\$10,815.90	\$814.10	\$162.82	\$651.28
REV - Motor Fuels Tax Filing	577	\$0.25	\$144.25	\$0.00	\$144.25	\$28.85	\$115.40
NDOA - Applicator permits	1,007	Variable	\$38,500.00	\$36,281.00	\$2,219.00	\$443.80	\$1,775.20
NDOA - AGAERIAL_LICENSE	2	Variable	\$202.49	\$196.50	\$5.99	\$1.20	\$4.79
NDOA - Measuring device	20	Variable	\$2,638.02	\$2,542.54	\$95.48	\$19.10	\$76.38
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	228	Variable	\$1,413,043.31	\$1,412,102.27	\$941.04	\$188.21	\$752.83
NDOA - AGSMALL_PACKAGE	6	Variable	\$3,715.27	\$3,614.50	\$100.77	\$20.15	\$80.62
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	2	Variable	\$15.00	\$11.50	\$3.50	\$0.70	\$2.80
NDOA - AGFIRM_REGISTRATION	5	Variable	\$76.85	\$66.25	\$10.60	\$2.12	\$8.48
NDOA - AGGFAL_Renew	4	Variable	\$111.62	\$103.00	\$8.62	\$1.72	\$6.90

NDOA - DAIRY/EGG/TURKEY	5	Variable	\$20,105.68	\$20,070.81	\$34.87	\$6.97	\$27.90
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	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 - AGPESTPROD_NEW	37	Variable	\$5,991.64	\$5,855.25	\$136.39	\$27.28	\$109.11
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	36	Variable	\$33,766.42	\$33,693.40	\$73.02	\$14.60	\$58.42
NDOA - AGNURSERY_RENEW	5	Variable	\$868.08	\$846.55	\$21.53	\$4.31	\$17.22
NDOA - AGNURSERY_STOCK	8	Variable	\$791.72	\$768.00	\$23.72	\$4.74	\$18.98
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$204.97	\$191.25	\$13.72	\$2.74	\$10.98
NDOA - Pesticide License Renewals	3	Variable	\$1,691.09	\$1,644.75	\$46.34	\$9.27	\$37.07
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	13	Variable	\$146.25	\$130.00	\$16.25	\$3.25	\$13.00
SFM - Fireworks Display Permits	92	Variable	\$4,011.43	\$3,800.00	\$211.43	\$42.29	\$169.14
SFM_BOILER	45	Variable	\$4,842.50	\$4,842.50	\$135.00	\$27.00	\$108.00
SFM_ELEVATOR	39	Variable	\$7,585.00	\$7,585.00	\$117.00	\$23.40	\$93.60
SFM_ELEVATOR_CC%	27	Variable	\$7,465.00	\$7,465.00	\$223.95	\$44.79	\$179.16
OTC-Over the counter payment	7,896	Variable	\$1,629,701.34	\$1,600,380.26	\$29,321.08	\$5,864.22	\$23,456.86
OTC Billback	121	Variable	\$862.43	\$0.00	\$862.43	\$172.49	\$689.94
PropertyTax Payments	1,432	Variable	\$4,176,080.07	\$4,160,562.58	\$15,517.49	\$3,103.50	\$12,413.99
NDOL - Contractor Registration	1,182	Variable	\$53,653.85	\$50,090.00	\$3,563.85	\$712.77	\$2,851.08
NDOL_OVR_PMT	163	Variable	\$40,591.02	\$0.00	\$636.62	\$127.32	\$509.30
NDOL_TAX_PMT	15	Variable	\$2,858.17	\$0.00	\$130.75	\$26.15	\$104.60
NEROADS - DOT_Permits	10,824	Variable	\$279,882.00	\$260,940.00	\$18,942.00	\$3,788.40	\$15,153.60
NEROADS- NDOT_RMS	18	Variable	\$13,777.34	\$13,644.42	\$132.92	\$26.58	\$106.34
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	30	Variable	\$672.50	\$625.40	\$47.10	\$9.42	\$37.68
State Patrol Crime Report	763	\$18.00	\$15,205.50	\$12,262.50	\$2,943.00	\$588.60	\$2,354.40
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	629	\$4.50	\$34,171.50	\$31,350.00	\$2,821.50	\$564.30	\$2,257.20
NSPApptFee	372	\$4.50	\$30,274.43	\$28,877.25	\$1,397.18	\$279.44	\$1,117.74
State Patrol Crime Report - Subscriber	610	Variable	\$9,419.00	\$7,804.40	\$1,614.60	\$322.92	\$1,291.68
Event Registration	69	10% of Fee	\$1,480.00	\$1,332.00	\$148.00	\$29.60	\$118.40
Sarpy_Stop	50	Variable	\$8,085.00	\$7,888.50	\$196.50	\$39.30	\$157.20
Medicaid & Long Term Care	133	\$1.75	\$10,786.00	\$10,786.00	\$232.75	\$46.55	\$186.20
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	-2	Variable	-\$102.11	-\$100.00	-\$2.11	-\$0.42	-\$1.69
order_form_LPNNRD	179	Variable	\$5,833.13	\$5,400.11	\$433.02	\$86.60	\$346.42
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	943	Variable	\$138,990.75	\$135,364.86	\$3,625.89	\$725.18	\$2,900.71
SarpyCommunityCorrections	12	Variable	\$764.43	\$729.00	\$35.43	\$7.09	\$28.34
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	118,243	Variable	\$7,094.58	\$0.00	\$7,094.58	\$1,418.92	\$5,675.66
NBC_Inspections	608	Variable	\$67,480.15	\$67,480.15	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	117,096	Variable	\$7,025.76	\$0.00	\$7,025.76	\$1,405.15	\$5,620.61
NBC_NISaleBarn	69,808	Variable	\$69,808.00	\$69,808.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	71,587	Variable	\$4,295.22	\$0.00	\$4,295.22	\$859.04	\$3,436.18
NBC_RFLRenewal	9	Variable	\$117,000.00	\$117,000.00	\$0.00	\$0.00	\$0.00
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhscentregDH	694	Variable	\$2,776.00	\$1,735.00	\$1,041.00	\$208.20	\$832.80
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhscentreg	2,165	\$1.50	\$10,363.00	\$7,124.50	\$3,238.50	\$647.70	\$2,590.80

dhscentregDHL	5,206	\$1.50	\$26,030.00	\$18,221.00	\$7,809.00	\$1,561.80	\$6,247.20
REVENUE_FEE	2,396	\$1.75	\$4,193.00	\$0.00	\$4,193.00	\$838.60	\$3,354.40
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>1,372,287.00</b>		<b>23,835,581.33</b>	<b>23,135,248.02</b>	<b>663,720.49</b>	<b>132,744.10</b>	<b>530,976.39</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	122,895	\$1.00	\$122,895.00	61,447.50	61,447.50	\$61,447.50
Court Records (Justice) Monthly	81	\$500.00	\$40,500.00	\$20,250.00	20,250.00	\$20,250.00
Court Records (Justice) Credit Card Searches	600	\$15.00	\$9,000.00	\$4,500.00	4,500.00	\$4,500.00
Court E-Filing	13,120	\$1.00	\$13,120.00	\$0.00	13,120.00	\$13,120.00
COURTAPELFILE	404	\$2.00	\$808.00	\$0.00	808.00	\$808.00
COURTAPPTFILE	3	variable	\$350.00	\$0.00	350.00	\$350.00
Courtjudge	135	\$50.00	\$6,750.00	\$0.00	\$6,750.00	\$6,750.00
Court Citations	3,945	Variable	\$560,890.77	\$549,718.92	11,171.85	\$11,171.85
Court Payments	3,121	Variable	\$1,106,109.75	\$1,087,980.77	18,128.98	\$18,128.98
Lobbyist Registration	3	\$0.05	\$585.00	\$585.00	29.25	\$29.25
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	-1	\$50.00	-\$50.00	-\$25.00	-25.00	-\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	784	Variable	\$3,843.00	\$1,842.00	\$2,001.00	\$2,001.00
Scalesubscr	860	Variable	\$860.00	\$430.00	430.00	\$430.00
<b>SUBTOTAL</b>	<b>145,950</b>		<b>1,865,661.52</b>	<b>1,726,729.19</b>	<b>138,961.58</b>	<b>138,961.58</b>
						<b>\$41,748.68</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			45,877.33	45,877.33	45,877.33
Subscriptions - New	544	variable	54,400.00	54,400.00	54,400.00
Renewal	0	variable	0.00	0.00	0.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$100,277.33</b>	<b>\$100,277.33</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	1,563	17.00	32,912.00	32,912.00	0.00
LCC -Tax Payments	37	variable	2,984,606.00	2,984,606.00	0.00
COURTEFILESUB	13,120	variable	\$368,813.00	\$368,813.00	0.00
PSCREMIT	321	variable	\$4,303,717.32	\$4,303,717.32	0.00
WCCSUB	117	variable	\$1,842.00	\$1,842.00	0.00
<b>SUBTOTAL</b>	<b>15,158</b>		<b>\$7,691,890.32</b>	<b>\$7,691,890.32</b>	<b>\$0.00</b>

**Payment Statement  
June 30, 2020**

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

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



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

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (2 NII Share (80%))	90.00%
DMV- DLR - Batch	16,769	\$3.00	\$50,307.00	\$33,538.00	\$16,769.00	\$3,353.80	\$13,415.20
DMV- DLR - Monitoring Fee	662,895	\$0.06	\$39,773.70	\$26,515.80	\$13,257.90	\$2,651.58	\$10,606.32
DMV- DLR - Interactive	70,746	\$3.00	\$212,238.00	\$141,492.00	\$70,746.00	\$14,149.20	\$56,596.80
DMV- DLR - Certified	2	\$3.00	\$6.00	\$4.00	\$2.00	\$0.40	\$1.60
DMV- DLR - Certified Transcript	62	\$4.00	\$248.00	\$186.00	\$62.00	\$12.40	\$49.60
DMV-SRIND	21	\$0.50	\$10.50	\$0.00	\$10.50	\$2.10	\$8.40
DMV - DLR Single	1,364	\$3.00	\$4,092.00	\$2,728.00	\$1,364.00	\$272.80	\$1,091.20
DMV - Driver License Renew	18,336	Varia	\$510,212.50	\$485,337.00	\$24,875.50	\$4,975.10	\$19,900.40
DMVMETROSOUTH	1,419	Varia	\$34,270.50	\$32,201.50	\$2,069.00	\$413.80	\$1,655.20
DMVMETROSOUTH-Cash	1,191	Varia	\$23,786.50	\$23,786.50	\$0.00	\$0.00	\$0.00
DMVMapleLocation	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation-Cash	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest-Cash	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	1,135	Varia	\$28,964.25	\$27,445.00	\$1,519.25	\$303.85	\$1,215.40
DMVNorthExpress-Cash	1,190	Varia	\$26,662.00	\$26,662.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	13,785	\$1.00	\$13,785.00	\$5,514.00	\$8,271.00	\$1,654.20	\$6,616.80
DMV- TLR - batch	4,870	\$1.00	\$4,870.00	\$1,948.00	\$2,922.00	\$584.40	\$2,337.60
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	12	\$18.00	\$216.00	\$120.00	\$96.00	\$19.20	\$76.80
DMV - Reinstatement	1,907	\$3.00	\$145,199.00	\$139,475.00	\$5,724.00	\$1,144.80	\$4,579.20
DMV - IRP	286	Variable	\$963,591.61	\$960,023.29	\$3,568.32	\$713.66	\$2,854.66
DMV - IFTA	160	Variable	\$41,913.28	\$41,599.87	\$313.41	\$62.68	\$250.73
DMVSPLATE	344	Variable	\$9,577.00	\$8,545.00	\$1,032.00	\$206.40	\$825.60
DMVSPLATEMESS	668	Variable	\$33,914.00	\$31,910.00	\$2,004.00	\$400.80	\$1,603.20
DMV - SingleTripPermit	619	Variable	\$26,051.00	\$23,935.00	\$2,116.00	\$423.20	\$1,692.80
DMV - Motor Vehicle Renewals	72,787	Variable	\$13,587,666.89	\$13,249,489.92	\$338,176.97	\$67,635.39	\$270,541.58
DMV_Fleets	6	Variable	\$9,428.72	\$9,381.75	\$46.97	\$9.39	\$37.58
DMV_DAS	37	Variable	\$9,722.00	\$7,640.00	\$2,082.00	\$416.40	\$1,665.60
HHSS - Health Practitioner Lists	65	Variable	\$6,655.00	\$0.00	\$6,655.00	\$1,331.00	\$5,324.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	35,223	Variable	\$352.23	\$0.00	\$352.23	\$70.45	\$281.78
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$102.12	\$0.00	\$102.12	\$20.42	\$81.70
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	76	\$1.00	\$14,202.25	\$13,925.00	\$277.25	\$55.45	\$221.80
LCC Local Renewals	90	Variable	\$61,867.26	\$61,213.97	\$653.29	\$130.66	\$522.63
LCC SDL	24	Variable	\$1,263.96	\$1,200.00	\$63.96	\$12.79	\$51.17
SED - Electrical Permits	0	4% of Fee	\$113,651.00	\$113,651.00	\$4,546.04	\$909.21	\$3,636.83
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	141	3.00	\$3,243.00	\$3,243.00	\$423.00	\$84.60	\$338.40
SED - License List	1	Variable	\$15.00	\$15.00	\$5.00	\$1.00	\$4.00
SEDEXAM3 - Exam Application (\$3 fee)	37	3.00	\$2,331.00	\$2,331.00	\$111.00	\$22.20	\$88.80
SEDEXAM5 - Exam Application (\$5 fee)	7	5.00	\$910.00	\$910.00	\$35.00	\$7.00	\$28.00

SOS - Corporation filings (LLC/LLP) (TPE)	14	\$3.00	\$282.00	\$240.00	\$42.00	\$8.40	\$33.60
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	1,889	\$2/variable	\$143,200.70	\$138,415.00	\$4,785.70	\$957.14	\$3,828.56
SOS - Corp filings (Foreign/Domestic Corporations)	-1	Variable	\$43.00	\$40.00	\$3.00	\$0.60	\$2.40
SOS - corpdocs (TPE)	1,607	Variable	\$7,230.10	\$3,695.36	\$3,534.74	\$706.95	\$2,827.79
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	35	Variable	\$585.00	\$292.50	\$292.50	\$58.50	\$234.00
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - Corp_OCOGS	959	\$6.50	\$6,233.50	\$2,397.50	\$3,836.00	\$767.20	\$3,068.80
SOS - Corpcogs	12	\$10.00	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00
SOS - Corping2	5,055	\$0.45	\$2,274.75	\$1,617.60	\$657.15	\$131.43	\$525.72
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Interactive Searches	6,557	\$4.50	\$29,506.50	\$22,949.50	\$6,557.00	\$1,311.40	\$5,245.60
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00
SOS - UCC Special Request	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Continuationl Filings	1,127	\$8.00	\$9,016.00	\$7,325.50	\$1,690.50	\$338.10	\$1,352.40
SOS - UCC Original Filings	2,755	\$8.00	\$22,040.00	\$17,907.50	\$4,132.50	\$826.50	\$3,306.00
SOS - UCC Electronic Amendments	227	\$8.00	\$1,816.00	\$1,475.50	\$340.50	\$68.10	\$272.40
SOS - UCC Electronic Assignments	6	\$8.00	\$48.00	\$39.00	\$9.00	\$1.80	\$7.20
SOS - UCC Electronic Collateral Amendments	138	\$8.00	\$1,104.00	\$897.00	\$207.00	\$41.40	\$165.60
SOS - UCC Images	11,025	\$0.45	\$4,961.25	\$3,528.00	\$1,433.25	\$286.65	\$1,146.60
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BULK	7	Variable	\$56.00	\$45.50	\$10.50	\$2.10	\$8.40
SOS - UCCASSIGN_BULK	11	Variable	\$88.00	\$71.50	\$16.50	\$3.30	\$13.20
SOS - UCCCOLLAMEND	6	Variable	\$48.00	\$39.00	\$9.00	\$1.80	\$7.20
SOS - UCCCONT_BULK	61	Variable	\$488.00	\$396.50	\$91.50	\$18.30	\$73.20
SOS - UCCORIG_BULK	713	Variable	\$5,704.00	\$4,634.50	\$1,069.50	\$213.90	\$855.60
SOS - EFS Interactive Searches	1,488	\$4.50	\$6,696.00	\$5,208.00	\$1,488.00	\$297.60	\$1,190.40
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	176	\$8.00	\$1,408.00	\$1,144.00	\$264.00	\$52.80	\$211.20
SOS - EFS Original Filings	315	\$8.00	\$2,520.00	\$2,047.50	\$472.50	\$94.50	\$378.00
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$5.50	\$22.00
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	1,409	5.00	\$179,465.00	\$179,465.00	\$7,045.00	\$1,409.00	\$5,636.00
NREC - Real Estate Commission Services	158	3% of Fee	\$24,685.00	\$23,944.45	\$740.55	\$148.11	\$592.44
E&A - Engineers & Architects License Renewal	3	5% of Fee	\$360.00	\$360.00	\$18.00	\$3.60	\$14.40
E&A - Engineers & Architects	40	5% of Fee	\$6,000.00	\$6,000.00	\$300.00	\$60.00	\$240.00
Water Well Registrations	181	5% of Fee	\$15,970.00	\$14,852.10	\$1,117.90	\$223.58	\$894.32
REV - Motor Fuels Tax Filing	461	\$0.25	\$115.25	\$0.00	\$115.25	\$23.05	\$92.20
NDOA - Applicator permits	336	Variable	\$18,670.00	\$17,840.00	\$830.00	\$166.00	\$664.00
NDOA - AGAERIAL_LICENSE	1	Variable	\$100.00	\$98.25	\$1.75	\$0.35	\$1.40
NDOA - Measuring device	10	Variable	\$1,163.79	\$1,122.78	\$41.01	\$8.20	\$32.81
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	20	Variable	\$10,736.06	\$10,701.06	\$35.00	\$7.00	\$28.00
NDOA - AGSMALL_PACKAGE	26	Variable	\$5,865.17	\$5,694.50	\$170.67	\$34.13	\$136.54
NDOA - AG_EURO_CORN	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGFFAL_Tonnage	1	Variable	\$7.50	\$5.75	\$1.75	\$0.35	\$1.40
NDOA - AGFIRM_REGISTRATION	4	Variable	\$65.87	\$58.00	\$7.87	\$1.57	\$6.30
NDOA - AGGFAL_Renew	4	Variable	\$60.74	\$53.00	\$7.74	\$1.55	\$6.19
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,566.85	\$23,559.85	\$7.00	\$1.40	\$5.60
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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 - AGPESTPROD_NEW	33	Variable	\$5,343.68	\$5,222.25	\$121.43	\$24.29	\$97.14
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	39	Variable	\$34,922.99	\$34,839.99	\$83.00	\$16.60	\$66.40
NDOA - AGNURSERY_RENEW	2	Variable	\$400.74	\$387.50	\$13.24	\$2.65	\$10.59
NDOA - AGNURSERY_STOCK	4	Variable	\$400.72	\$384.00	\$16.72	\$3.34	\$13.38
NDOA - AGPERMIT_SELLSEEDS	5	Variable	\$179.36	\$166.25	\$13.11	\$2.62	\$10.49
NDOA - Pesticide License Renewals	2	Variable	\$967.97	\$956.50	\$11.47	\$2.29	\$9.18
NDOA - AGPESTDEAL_NEW	3	Variable	\$76.24	\$69.75	\$6.49	\$1.30	\$5.19
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SFM - Fireworks Licenses	50	Variable	\$562.50	\$500.00	\$62.50	\$12.50	\$50.00
SFM - Fireworks Display Permits	108	Variable	\$9,595.15	\$9,150.00	\$445.15	\$89.03	\$356.12
SFM_BOILER	28	Variable	\$3,460.00	\$3,460.00	\$84.00	\$16.80	\$67.20
SFM_ELEVATOR	48	Variable	\$7,840.00	\$7,840.00	\$144.00	\$28.80	\$115.20
SFM_ELEVATOR_CC%	33	Variable	\$6,680.00	\$0.00	\$200.40	\$40.08	\$160.32
OTC-Over the counter payment	9,610	Variable	\$1,994,496.55	\$1,964,471.98	\$30,024.57	\$6,004.91	\$24,019.66
OTC Billback	90	Variable	\$859.97	\$0.00	\$859.97	\$171.99	\$687.98
PropertyTax Payments	527	Variable	\$1,515,964.70	\$1,510,476.05	\$5,488.65	\$1,097.73	\$4,390.92
NDOL - Contractor Registration	1,150	Variable	\$51,334.45	\$47,875.00	\$3,459.45	\$691.89	\$2,767.56
NDOL_OVR_PMT	186	Variable	\$115,961.20	\$0.00	\$1,111.55	\$222.31	\$889.24
NDOL_TAX_PMT	25	Variable	\$3,057.75	\$0.00	\$166.72	\$33.34	\$133.38
NEROADS - DOT_Permits	10,755	Variable	\$262,586.25	\$243,765.00	\$18,821.25	\$3,764.25	\$15,057.00
NEROADS- NDOT_RMS	24	Variable	\$7,963.75	\$7,664.82	\$298.93	\$59.79	\$239.14
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	25	Variable	\$548.75	\$509.50	\$39.25	\$7.85	\$31.40
State Patrol Crime Report	815	\$18.00	\$16,647.00	\$13,425.00	\$3,222.00	\$644.40	\$2,577.60
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	563	\$4.50	\$30,683.50	\$28,150.00	\$2,533.50	\$506.70	\$2,026.80
NSPApptFee	545	\$4.50	\$39,721.96	\$37,837.50	\$1,884.46	\$376.89	\$1,507.57
State Patrol Crime Report - Subscriber	842	Variable	\$13,039.00	\$10,776.40	\$2,262.60	\$452.52	\$1,810.08
Event Registration	377	10% of Fee	\$10,718.50	\$9,729.00	\$989.50	\$197.90	\$791.60
Sarpy_Stop	254	Variable	\$37,882.43	\$36,961.78	\$920.65	\$184.13	\$736.52
Medicaid & Long Term Care	141	\$1.75	\$11,249.10	\$11,249.10	\$246.75	\$49.35	\$197.40
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	-185	Variable	-\$9,186.69	-\$8,955.00	-\$231.69	-\$46.34	-\$185.35
order_form_LPNNRD	201	Variable	\$6,695.60	\$6,209.63	\$485.97	\$97.19	\$388.78
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	936	Variable	\$136,466.89	\$132,844.24	\$3,622.65	\$724.53	\$2,898.12
SarpyCommunityCorrections	19	Variable	\$2,434.03	\$2,358.50	\$75.53	\$15.11	\$60.42
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20
Micellaneous Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	147,754	Variable	\$8,865.24	\$0.00	\$8,865.24	\$1,773.05	\$7,092.19
NBC_Inspections	666	Variable	\$74,860.03	\$74,860.03	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	65,403	Variable	\$3,924.18	\$0.00	\$3,924.18	\$784.84	\$3,139.34
NBC_NISaleBarn	72,443	Variable	\$72,443.00	\$72,443.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	145,242	Variable	\$8,714.52	\$0.00	\$8,714.52	\$1,742.90	\$6,971.62
NBC_RFLRenewal	8	Variable	\$65,250.00	\$65,250.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLock	66	Variable	\$66.00	\$66.00	\$0.00	\$0.00	\$0.00
NBC_NIPackLockF	66	Variable	\$3.96	\$0.00	\$3.96	\$0.79	\$3.17
BOGRENEW	1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	\$2.60
dhhscentregDH	769	Variable	\$3,076.00	\$1,922.50	\$1,153.50	\$230.70	\$922.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,127	\$1.50	\$10,150.00	\$6,961.00	\$3,189.00	\$637.80	\$2,551.20
dhhscentregDHL	5,167	\$1.50	\$25,835.00	\$18,084.50	\$7,750.50	\$1,550.10	\$6,200.40

REVENUE_FEE	1,884	\$1.75	\$3,297.00	\$0.00	\$3,297.00	\$659.40	\$2,637.60
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>1,412,023.00</b>		<b>21,125,982.02</b>	<b>20,340,395.57</b>	<b>674,323.96</b>	<b>134,864.76</b>	<b>539,459.20</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	117,282	\$1.00	\$117,282.00	58,641.00	58,641.00	\$58,641.00
Court Records (Justice) Monthly	81	\$500.00	\$40,500.00	\$20,250.00	20,250.00	\$20,250.00
Court Records (Justice) Credit Card Searches	676	\$15.00	\$10,170.00	\$5,085.00	5,085.00	\$5,085.00
Court E-Filing	13,061	\$1.00	\$13,061.00	\$0.00	13,061.00	\$13,061.00
COURTRECORDF	1	Variable	\$1,500.00	\$0.00	1,500.00	\$1,500.00
COURTAPELFILE	372	\$2.00	\$744.00	\$0.00	744.00	\$744.00
COURTAPPTFILE	10	variable	\$500.00	\$0.00	500.00	\$500.00
Courtjudge	138	\$50.00	\$6,900.00	\$0.00	\$6,900.00	\$6,900.00
Court Citations	3,538	Variable	\$530,474.32	\$520,379.82	10,094.50	\$10,094.50
Court Payments	3,018	Variable	\$1,016,449.34	\$998,814.87	17,634.47	\$17,634.47
Lobbyist Registration	2	\$0.05	\$400.00	\$400.00	20.00	\$20.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	0	\$50.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	746	Variable	\$3,486.00	\$1,560.00	\$1,926.00	\$1,926.00
Scalessubscr	805	Variable	\$805.00	\$402.50	402.50	\$402.50
<b>SUBTOTAL</b>	<b>139,730</b>		<b>1,742,271.66</b>	<b>1,605,533.19</b>	<b>136,758.47</b>	<b>136,758.47</b>
						<b>\$41,142.15</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			28,399.33	28,399.33	28,399.33
Subscriptions - New	699	variable	69,900.00	69,900.00	69,900.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$98,349.33</b>	<b>\$98,349.33</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	1,677	17.00	35,377.00	35,377.00	0.00
LCC -Tax Payments	35	variable	2,740,307.00	2,740,307.00	0.00
COURTEFILESUB	13,061	variable	\$380,154.00	\$380,154.00	0.00
PSCREMIT	286	variable	\$4,283,466.51	\$4,283,466.51	0.00
WCCSUB	104	variable	\$1,560.00	\$1,560.00	0.00
<b>SUBTOTAL</b>	<b>15,163</b>		<b>\$7,440,864.51</b>	<b>\$7,440,864.51</b>	<b>\$0.00</b>

**Payment Statement  
July 31, 2020**

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

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



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

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

90.00%

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NSRB Share (20%)	NII Share (80%)
DMV- DLR - Batch	12,426	\$3.00	\$37,278.00	\$24,852.00	\$12,426.00	\$2,485.20	\$9,940.80
DMV- DLR - Monitoring Fee	672,439	\$0.06	\$40,346.34	\$26,897.56	\$13,448.78	\$2,689.76	\$10,759.02
DMV- DLR - Interactive	77,949	\$3.00	\$233,847.00	\$155,898.00	\$77,949.00	\$15,589.80	\$62,359.20
DMV- DLR - Certified	16	\$3.00	\$48.00	\$32.00	\$16.00	\$3.20	\$12.80
DMV- DLR - Certified Transcript	136	\$4.00	\$544.00	\$408.00	\$136.00	\$27.20	\$108.80
DMV-SRIND	73	\$0.50	\$36.50	\$0.00	\$36.50	\$7.30	\$29.20
DMV - DLR Single	1,639	\$3.00	\$4,917.00	\$3,278.00	\$1,639.00	\$327.80	\$1,311.20
DMV - Driver License Renew	18,814	Variable	\$510,483.25	\$485,393.00	\$25,090.25	\$5,018.05	\$20,072.20
DMVMETROSOUTH	2,859	Variable	\$67,989.25	\$63,959.00	\$4,030.25	\$806.05	\$3,224.20
DMVMETROSOUTH-Cash	2,460	Variable	\$48,783.00	\$48,783.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest-Cash	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	2,051	Variable	\$52,294.25	\$49,566.50	\$2,727.75	\$545.55	\$2,182.20
DMVNorthExpress-Cash	1,702	Variable	\$37,268.00	\$37,268.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	17,486	\$1.00	\$17,486.00	\$6,994.40	\$10,491.60	\$2,098.32	\$8,393.28
DMV- TLR - batch	25,863	\$1.00	\$25,863.00	\$10,345.20	\$15,517.80	\$3,103.56	\$12,414.24
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	17	\$18.00	\$306.00	\$170.00	\$136.00	\$27.20	\$108.80
DMV - Reinstatement	2,147	\$3.00	\$163,891.00	\$157,450.00	\$6,441.00	\$1,288.20	\$5,152.80
DMV - IRP	297	Variable	\$297,242.49	\$295,177.07	\$2,065.42	\$413.08	\$1,652.34
DMV - IFTA	85	Variable	\$9,079.44	\$8,969.39	\$110.05	\$22.01	\$88.04
DMVSPLATE	448	Variable	\$10,934.00	\$9,590.00	\$1,344.00	\$268.80	\$1,075.20
DMVSPLATEMESS	896	Variable	\$46,238.00	\$43,550.00	\$2,688.00	\$537.60	\$2,150.40
DMV - SingleTripPermit	644	Variable	\$26,622.00	\$24,470.00	\$2,152.00	\$430.40	\$1,721.60
DMV - Motor Vehicle Renewals	64,920	Variable	\$12,831,353.49	\$12,513,357.81	\$317,995.68	\$63,599.14	\$254,396.54
DMV_Fleets	8	Variable	\$17,877.68	\$17,788.75	\$88.93	\$17.79	\$71.14
DMV_DAS	67	Variable	\$9,961.00	\$7,924.00	\$2,037.00	\$407.40	\$1,629.60
HHSS - Health Practitioner Lists	67	Variable	\$4,135.00	\$0.00	\$4,135.00	\$827.00	\$3,308.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	22,214	Variable	\$222.14	\$0.00	\$222.14	\$44.43	\$177.71
HHSS - Health License Monitoring Mo. Min.	7	Variable	\$99.60	\$0.00	\$99.60	\$19.92	\$79.68
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00
LCC_SDL	73	Variable	\$5,405.56	\$5,200.00	\$205.56	\$41.11	\$164.45
SED - Electrical Permits	0	4% of Fee	\$100,067.00	\$100,067.00	\$4,002.68	\$800.54	\$3,202.14
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SED - Electrician Apprentice License	126	3.00	\$2,898.00	\$2,898.00	\$378.00	\$75.60	\$302.40
SED - License List	3	Variable	\$85.00	\$85.00	\$15.00	\$3.00	\$12.00
SEDEXAM3 - Exam Application (\$3 fee)	51	3.00	\$3,213.00	\$3,213.00	\$153.00	\$30.60	\$122.40
SEDEXAM5 - Exam Application (\$5 fee)	6	5.00	\$780.00	\$780.00	\$30.00	\$6.00	\$24.00
SOS - Corporation filings (LLC/LLP) (TPE)	1	\$3.00	\$18.00	\$15.00	\$3.00	\$0.60	\$2.40

SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,031	\$2/vari	\$155,645.85	\$150,555.00	\$5,090.85	\$1,018.17	\$4,072.68	
SOS - Corp filings (Foreign/Domestic Corporations)	-3	Variable	-\$29.00	-\$26.00	-\$3.00	-\$0.60	-\$2.40	
SOS - corpdocs (TPE)	1,494	Variable	\$7,152.85	\$3,575.46	\$3,577.39	\$715.48	\$2,861.91	
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00	
SOS - Corporate Special Request(TPE)	32	Variable	\$525.00	\$262.50	\$262.50	\$52.50	\$210.00	
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00	
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00	
SOS - Corp_OCOGS	854	\$6.50	\$5,551.00	\$2,135.00	\$3,416.00	\$683.20	\$2,732.80	
SOS - Corpcogs	6	\$10.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00	
SOS - Corping2	4,538	\$0.45	\$2,042.10	\$1,452.16	\$589.94	\$117.99	\$471.95	
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Bulk Images	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00	
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00	
SOS - UCC Interactive Searches	6,668	\$4.50	\$30,006.00	\$23,338.00	\$6,668.00	\$1,333.60	\$5,334.40	
SOS - UCC Monthly Batch Service	4	\$800.00	\$3,200.00	\$1,600.00	\$1,600.00	\$320.00	\$1,280.00	
SOS - UCC Special Request	166	Variable	\$332.00	\$166.00	\$166.00	\$33.20	\$132.80	
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - UCC Debtor Location	39	\$15.00	\$585.00	\$292.50	\$292.50	\$58.50	\$234.00	
SOS - UCC Continuationl Filings	1,203	\$8.00	\$9,624.00	\$7,819.50	\$1,804.50	\$360.90	\$1,443.60	
SOS - UCC Original Filings	4,482	\$8.00	\$35,856.00	\$29,133.00	\$6,723.00	\$1,344.60	\$5,378.40	
SOS - UCC Electronic Amendments	262	\$8.00	\$2,096.00	\$1,703.00	\$393.00	\$78.60	\$314.40	
SOS - UCC Electronic Assignments	23	\$8.00	\$184.00	\$149.50	\$34.50	\$6.90	\$27.60	
SOS - UCC Electronic Collateral Amendments	112	\$8.00	\$896.00	\$728.00	\$168.00	\$33.60	\$134.40	
SOS - UCC Images	11,806	\$0.45	\$5,312.70	\$3,777.92	\$1,534.78	\$306.96	\$1,227.82	
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00	
SOS - UCCAMEND_BULK	27	Variable	\$216.00	\$175.50	\$40.50	\$8.10	\$32.40	
SOS - UCCASSIGN_BULK	6	Variable	\$48.00	\$39.00	\$9.00	\$1.80	\$7.20	
SOS - UCCCOLLAMEND	9	Variable	\$72.00	\$58.50	\$13.50	\$2.70	\$10.80	
SOS - UCCCONT_BULK	99	Variable	\$792.00	\$643.50	\$148.50	\$29.70	\$118.80	
SOS - UCCORIG_BULK	758	Variable	\$6,064.00	\$4,927.00	\$1,137.00	\$227.40	\$909.60	
SOS - EFS Interactive Searches	1,488	\$4.50	\$6,696.00	\$5,208.00	\$1,488.00	\$297.60	\$1,190.40	
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SOS - EFS Continuations	182	\$8.00	\$1,456.00	\$1,183.00	\$273.00	\$54.60	\$218.40	
SOS - EFS Original Filings	209	\$8.00	\$1,672.00	\$1,358.50	\$313.50	\$62.70	\$250.80	
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20	
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NBPA Renewals	728	5.00	\$89,385.00	\$89,385.00	\$3,640.00	\$728.00	\$2,912.00	
NREC - Real Estate Commission Services	218	3% of Fee	\$36,215.00	\$35,128.55	\$1,086.45	\$217.29	\$869.16	
E&A - Engineers & Architects License Renewal	2	5% of Fee	\$256.00	\$256.00	\$12.80	\$2.56	\$10.24	
E&A - Engineers & Architects	41	5% of Fee	\$6,150.00	\$6,150.00	\$307.50	\$61.50	\$246.00	
Water Well Registrations	185	5% of Fee	\$15,440.00	\$14,359.20	\$1,080.80	\$216.16	\$864.64	
REV - Motor Fuels Tax Filing	453	\$0.25	\$113.25	\$0.00	\$113.25	\$22.65	\$90.60	
NDOA - Applicator permits	97	Variable	\$4,050.00	\$3,831.00	\$219.00	\$43.80	\$175.20	
NDOA - AGAERIAL_LICENSE	2	Variable	\$204.98	\$196.50	\$8.48	\$1.70	\$6.78	
NDOA - Measuring device	7	Variable	\$1,322.23	\$1,302.73	\$19.50	\$3.90	\$15.60	
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	3	Variable	\$5,400.54	\$5,385.83	\$14.71	\$2.94	\$11.77	
NDOA - AGSMALL_PACKAGE	33	Variable	\$8,829.51	\$8,649.25	\$180.26	\$36.05	\$144.21	
NDOA - AG_EURO_CORN	1	Variable	\$640.56	\$623.25	\$17.31	\$3.46	\$13.85	
NDOA - AGFFAL_Tonnage	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGFIRM_REGISTRATION	5	Variable	\$76.85	\$66.25	\$10.60	\$2.12	\$8.48	
NDOA - AGGFAL_Renew	9	Variable	\$265.59	\$244.25	\$21.34	\$4.27	\$17.07	
NDOA - DAIRY/EGG/TURKEY	4	Variable	\$23,847.10	\$23,840.10	\$7.00	\$1.40	\$5.60	
NDOA - Grape/Potato	1	Variable	\$8,935.19	\$8,933.44	\$1.75	\$0.35	\$1.40	
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$0.00
NDOA - AGPESTPROD_NEW	41	Variable	\$6,651.54	\$6,488.25	\$163.29	\$32.66	\$130.63	
NDOA - AG_CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGACTNMRKT	40	Variable	\$34,328.62	\$34,241.17	\$87.45	\$17.49	\$69.96	
NDOA - AGNURSERY_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGNURSERY_STOCK	4	Variable	\$405.08	\$388.25	\$16.83	\$3.37	\$13.46	
NDOA - AGPERMIT_SELLSEEDS	4	Variable	\$203.73	\$193.00	\$10.73	\$2.15	\$8.58	
NDOA - Pesticide License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDOA - AGPESTDEAL_NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90	
NDOA - Governor Ag Conference	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SFM - Fireworks Licenses	177	Variable	\$1,991.25	\$1,770.00	\$221.25	\$44.25	\$177.00	
SFM - Fireworks Display Permits	116	Variable	\$7,368.10	\$7,025.00	\$343.10	\$68.62	\$274.48	
SFM_BOILER	41	Variable	\$4,320.50	\$4,320.50	\$123.00	\$24.60	\$98.40	
SFM_ELEVATOR	62	Variable	\$15,105.00	\$15,105.00	\$186.00	\$37.20	\$148.80	
SFM_ELEVATOR_CC%	38	Variable	\$12,705.00	\$12,705.00	\$381.15	\$76.23	\$304.92	
OTC-Over the counter payment	16,872	Variable	\$3,781,392.95	\$3,730,865.08	\$50,527.87	\$10,105.57	\$40,422.30	
OTC Billback	114	Variable	\$734.74	\$0.00	\$734.74	\$146.95	\$587.79	
PropertyTax Payments	384	Variable	\$1,309,834.33	\$1,305,859.28	\$3,975.05	\$795.01	\$3,180.04	
NDOL - Contractor Registration	1,169	Variable	\$52,392.15	\$48,870.00	\$3,522.15	\$704.43	\$2,817.72	
NDOL_OVR_PMT	180	Variable	\$103,855.84	\$0.00	\$1,027.55	\$205.51	\$822.04	
NDOL_TAX_PMT	12	Variable	\$2,194.61	\$0.00	\$101.85	\$20.37	\$81.48	
NEROADS - DOT_Permits	12,329	Variable	\$307,872.50	\$286,295.00	\$21,577.50	\$4,315.50	\$17,262.00	
NEROADS- NDOT_RMS	12	Variable	\$1,745.07	\$1,662.20	\$82.87	\$16.57	\$66.30	
NEROADS- NDOTSPD	1	Variable	\$53.00	\$50.00	\$3.00	\$0.60	\$2.40	
NEROADS- NDOTPERMITS	24	Variable	\$552.00	\$514.32	\$37.68	\$7.54	\$30.14	
State Patrol Crime Report	1,003	\$18.00	\$19,607.50	\$15,812.50	\$3,795.00	\$759.00	\$3,036.00	
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	591	\$4.50	\$32,209.50	\$29,550.00	\$2,659.50	\$531.90	\$2,127.60	
NSPApptFee	963	\$4.50	\$67,265.25	\$64,034.00	\$3,231.25	\$646.25	\$2,585.00	
State Patrol Crime Report - Subscriber	745	Variable	\$11,484.50	\$9,529.70	\$1,954.80	\$390.96	\$1,563.84	
Event Registration	176	10% of Fee	\$4,729.50	\$4,277.00	\$452.50	\$90.50	\$362.00	
Sarpy_Stop	272	Variable	\$37,625.00	\$36,710.64	\$914.36	\$182.87	\$731.49	
Medicaid & Long Term Care	124	\$1.75	\$8,917.00	\$8,917.00	\$217.00	\$43.40	\$173.60	
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
recreation_program	-10	Variable	\$1.51	-\$5.00	\$6.51	\$1.30	\$5.21	
order_form_LPNNRD	97	Variable	\$3,140.57	\$2,904.43	\$236.14	\$47.23	\$188.91	
order_form_UBBNRD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utility_payment	954	Variable	\$130,785.49	\$127,233.45	\$3,552.04	\$710.41	\$2,841.63	
SarpyCommunityCorrections	22	Variable	\$3,774.93	\$3,716.00	\$58.93	\$11.79	\$47.14	
SARPY_VEHINSP	2	Variable	\$34.25	\$30.75	\$3.50	\$0.70	\$2.80	
DOUGLAS_VITAL	1	Variable	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	
59PlanningDept	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Holt County Overweight Perm	1	Variable	\$209.00	\$200.00	\$9.00	\$1.80	\$7.20	
Micellanium Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NBC_HeadCountF	55,206	Variable	\$3,312.36	\$0.00	\$3,312.36	\$662.47	\$2,649.89	
NBC_Inspections	721	Variable	\$62,288.99	\$62,288.99	\$0.00	\$0.00	\$0.00	
NBC_NIRFLFee	25,899	Variable	\$1,553.94	\$0.00	\$1,553.94	\$310.79	\$1,243.15	
NBC_NISaleBarn	72,059	Variable	\$72,059.00	\$72,059.00	\$0.00	\$0.00	\$0.00	
NBC_NISaleBarnF	73,194	Variable	\$4,391.64	\$0.00	\$4,391.64	\$878.33	\$3,513.31	
NBC_RFLRenewal	5	Variable	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	
NBC_NIPackLock	3,893	Variable	\$3,893.00	\$3,893.00	\$0.00	\$0.00	\$0.00	
NBC_NIPackLockF	3,893	Variable	\$233.58	\$0.00	\$233.58	\$46.72	\$186.86	
BOGRENEW	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
dhscentregDH	986	Variable	\$3,944.00	\$2,465.00	\$1,479.00	\$295.80	\$1,183.20	
dhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
dhscentreg	2,459	\$1.50	\$11,735.00	\$8,060.00	\$3,675.00	\$735.00	\$2,940.00	
dhscentregDHL	6,228	\$1.50	\$31,140.00	\$21,798.00	\$9,342.00	\$1,868.40	\$7,473.60	

REVENUE_FEE	2,669	\$1.75	\$4,674.25	\$0.00	\$4,674.25	\$934.85	\$3,739.40
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>1,250,098.00</b>		<b>21,288,712.20</b>	<b>20,505,865.35</b>	<b>687,371.93</b>	<b>137,474.42</b>	<b>549,897.51</b>

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

Service/Volume Processed	No. of Records	Fee per Record	Total Revenue	Agency Share	NII Gross Share	NII Share
Court Records (Justice) Per Record	133,469	\$1.00	\$133,469.00	66,734.50	66,734.50	\$66,734.50
Court Records (Justice) Monthly	78	\$500.00	\$39,000.00	\$19,500.00	19,500.00	\$19,500.00
Court Records (Justice) Credit Card Searches	840	\$15.00	\$12,600.00	\$6,300.00	6,300.00	\$6,300.00
Court E-Filing	15,424	\$1.00	\$15,424.00	\$0.00	15,424.00	\$15,424.00
COURTRECORDF	0	Variable	\$0.00	\$0.00	0.00	\$0.00
COURTAPELFILE	340	\$2.00	\$680.00	\$0.00	680.00	\$680.00
AOCERTGS	40	Variable	\$339.96	\$265.00	74.96	\$74.96
COURTAPPTFILE	4	variable	\$200.00	\$0.00	200.00	\$200.00
Courtjudge	137	\$50.00	\$6,850.00	\$0.00	\$6,850.00	\$6,850.00
Court Citations	4,150	Variable	\$592,972.39	\$581,131.19	11,841.20	\$11,841.20
Court Payments	2,849	Variable	\$951,690.54	\$935,854.17	15,836.37	\$15,836.37
Lobbyist Registration	3	\$0.05	\$600.00	\$600.00	30.00	\$30.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	1	\$50.00	\$50.00	\$25.00	25.00	\$25.00
LEG - BillTracker (4-10 eProfiles)	0	\$100.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	780	Variable	\$3,924.00	\$1,980.00	\$1,944.00	\$1,944.00
Scalessubscr	710	Variable	\$710.00	\$355.00	355.00	\$355.00
<b>SUBTOTAL</b>	<b>158,825</b>		<b>1,758,509.89</b>	<b>1,612,744.86</b>	<b>145,795.03</b>	<b>145,795.03</b>
						<b>\$40,936.84</b>

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

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			21,903.33	21,903.33	21,903.33
Subscriptions - New	522	variable	52,200.00	52,200.00	52,200.00
Renewal	1	variable	50.00	50.00	50.00
Billing Minimums/Adjustments	0		0.00	0.00	0.00
Revenue Affecting adjustments					
<b>SUBTOTAL</b>			<b>\$74,153.33</b>	<b>\$74,153.33</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	2,258	17.00	46,716.00	0.00	0.00
LCC -Tax Payments	36	variable	2,621,340.00	2,621,340.00	0.00
COURTEFILESUB	15,424	variable	\$415,004.00	\$415,004.00	0.00
PSCREMIT	280	variable	\$4,318,224.56	\$4,318,224.56	0.00
WCCSUB	132	variable	\$1,980.00	\$1,980.00	0.00
<b>SUBTOTAL</b>	<b>18,130</b>		<b>\$7,403,264.56</b>	<b>\$7,356,548.56</b>	<b>\$0.00</b>