

**TO: MAYOR AND CITY COUNCIL**

**FROM: LANELL ENDRES, FINANCE DIRECTOR/ASST CITY ADMIN**

**SUBJECT: DNR CONTRACT RENEWAL**

**MEETING DATE: JULY 16, 2019**

### **BACKGROUND**

The Cannon Falls Deputy Registrar office currently acts as an agent for the Minnesota Department of Natural Resources (DNR) by selling licenses for them. The contract allowing our office to sell these licenses expired on June 30, 2019 with approval to sell until July 31, 2019. The contract must be renewed by July 31, 2019 in order to continue selling the licenses.

An updated agent contract has been provided by the DNR and is attached for your review. The new contract would be in effect for five years.

### **STAFF RECOMMENDATION AND REQUESTED COUNCIL ACTION**

Staff respectfully requests a motion to approve the updated DNR agent contract and authorize staff to sign the contract.

Attachment(s):  
DNR Agent Contract

This Contract is between the State of Minnesota, acting through the Department of Natural Resources (hereinafter DNR) and

(Corporation or Owner)

$$_d/b/a$$

(Business Name)

(Street Address)

(City)

(State)

(Zip code)

(County)

(Authorized Representative for Corporation or Owner)

WHEREAS, Deputy Registrar of Motor Vehicles, appointed by the Commissioner of Public Safety under Minnesota Statute § 168.33, is required under Minnesota Statute to process applications for watercraft licenses, watercraft titles, snowmobile, all-terrain vehicle, off-highway motorcycle, off-road vehicles registrations, trail stickers and permits for the commissioner of natural resources.

NOW THEREFORE, it is agreed between the DNR and the Agent as follows:

## I. EFFECTIVE DATE

This Contract will be effective upon the date that the DNR obtains all required signatures in accordance with Minn. Stat. § 16C.05.

## II. DURATION OF AGENT CONTRACT AND EXTENSIONS

This Contract will remain in effect for five years or until the State's current ELS Contract No. 139544 is terminated, canceled, or suspended, whichever may occur first. The DNR shall provide the Agent thirty (30) days written notice of termination if this Contract is terminated prior to the five-year Contract term.

This Contract may be extended by written agreement of the parties. The parties agree that notwithstanding the forgoing, if Contract No. 139544 is extended, this Contract will be automatically extended. The Agent shall be notified of said extension in writing. The Agent may reject the extension by submitting a written notification to the DNR rejecting the extension. The notice of rejection must be sent within thirty (30) days of receipt of the notice of extension.

### III. TERMINATION

### A. Termination

Notwithstanding the requirements of Section II, this Contract may be terminated by mutual written agreement of the parties. The DNR may also elect to unilaterally terminate, cancel, revoke, or suspend this Contract with or without cause. Provided however, that in accordance with Minn. Stat. § 97A.485, Subd. 3 the DNR shall provide a five (5) day written notice of said termination, revocation, or

termination. Within 30 days of termination, the Agent shall return the ELS Equipment and materials to the DNR as set forth below.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of termination issued under Section X the Agent may submit a "request for reconsideration" requesting the DNR reconsider the termination or suspension. A notice of termination is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent's legal, factual, or equitable arguments for rescission of the termination, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the termination of this Contract. All decisions will be final. If a termination is revoked – any further violations of this contract will result in immediate termination of the Contract under this section without right to reconsideration.

2. ELS Equipment Return at Termination and Reconciliation. Within thirty (30) days after termination, the Agent shall return the ELS Equipment to the State's ELS vendor as directed by the DNR. If the ELS equipment is not returned to the ELS vendor within the thirty (30) day period the ELS Equipment deposit required in Section V.C.1 shall be forfeited. Within thirty (30) days of termination, the DNR shall undertake a final reconciliation of the Agent account and identify any outstanding payments owed to the State by the Agent. The DNR will provide the Agent written notice of any final payment within forty-five (45) days of termination. The Agent shall make the final payment to DNR within 30 days of receipt of the notice of final payment due. The notice of final payment due is deemed received three days after the same has been deposited in the U.S. mail. If the Agent fails to make the final payment within the period outlined herein the debt will be referred to the State collection system for collection.

3. State's Ongoing Right to Collect ELS Fees. Notwithstanding the forgoing, the states right to collect for license fees pursuant to Section X shall continue for 120 days after the Notice of Termination.

#### **B. Suspension**

All suspensions shall be immediate. Within twenty-four (24) hours of a suspension, the DNR shall provide the Agent of written notice of the suspension. Notice is deemed complete upon mailing by depositing in the U.S. Mail.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of suspension issued under Section X the Agent may submit a "request for reconsideration" requesting the DNR reconsider the suspension. A notice of suspension is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent's legal, factual, or equitable arguments for rescission of the suspension, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the suspension of this Contract. All decisions will be final. If a suspension is revoked – any further violations of this contract will result in immediate suspension of the Contract under this section without right to reconsideration.

#### **IV. DEFINITIONS**

Unless stated otherwise, the following terms used in this Contract are defined as follows:

1. "Agent" is the Corporation or Owner identified on page one (1) of this Contract.
2. "Automated Clearing House" (ACH) is the electronic system used to route funds from an agent bank account to the state treasury to recover funds owed to the State of Minnesota (State) for

the sale of an Electronic License as defined in Section IV.3.

3. "Debt" is the amount owed by the Agent to the State for revenues collected by an agent for the sale of electronic licenses.
4. "Electronic License" means an application, license, pass, permit, sticker, registration, or any other future electronic transaction relating to the State's natural resource licenses as set forth in Minn. Stat. § 84.027, subd. 15 issued through the electronic license system.
5. "Electronic Licensing System" (ELS) means the electronic system used by the State to sell the State's Electronic Licenses as defined in Paragraph IV.4.
6. "ELS Equipment and Materials" means any terminal and printer, printer paper and such other materials necessary for the Agent to undertake its obligations under this Contract.
7. "Fail" means that an ACH transfer is unsuccessful.
8. "Issuing Fee" means the payment made to the Agent. Said payment shall be made on a per transaction basis at the time of each license sale made by the Agent. The amount of the per transaction Issuing Fee is established in Minn. Statutes which is attached hereto as Exhibit A Issuing Fee Schedule and made part hereof, subject to amendment by legislature.
9. "License Transaction" means a successful sale of an electronic license through ELS by a license agent.
10. "Survey" means the collection of data through the ELS undertaken by DNR or its agents or employees.
11. "Suspended" or "suspension" means an Agent is prohibited from selling electronic licenses pursuant to Section III.B of this Contract.

## **V. AGENT DUTIES**

The Agent, on behalf of the State, will make available for sale to the public the following types of electronic licenses: all fee and no-fee applications, licenses, passes, permits, stickers, registrations or any other future electronic transactions relating to the State's natural resource licenses, issued under the ELS. The Agent will do so in strict accordance with: (1) the terms contained in this Contract; (2) with all operating instructions provided by the ELS vendor and the DNR; and (3) in accordance with all applicable statutes, rules, and regulations. Failure to comply with these conditions or the duties outlined below shall constitute a breach of this Contract and shall be grounds for immediate termination as set forth in Section III.

### **A. DUTIES.**

The Agent shall have the following duties:

1. The Agent shall at all times comply with all applicable provisions of Minn. Stat. §§ 84.027 and 97A.311 and Minn. R. Ch. 6213.
2. The Agent may sell electronic licenses, registrations, stickers, permits, and title transactions: all watercraft licenses, all all-terrain vehicle registrations, all snowmobile registrations, and all off-road vehicle registrations and collect any sales and use tax as required by law, only at the business location and during business hours identified in the application that is on file at the DNR. Electronic licenses sold must be accessible to the public. In the event that the Agents business hours are changed, the Agent shall notify the DNR within 48 hours of the change in business hours.

3. The Agent shall, as instructed by the DNR, maintain DNR provided displays, notices or other informational materials relating to electronic licenses at the business location identified in Paragraph A.3 of this Section.

4. Provide a personal computer, internet service provider, and necessary phone or network to access the administrative screen functions of the ELS for registration and titling. A broadband connection (DSL, cable modem or corporate network) is required regardless of the communications system selected by the Agent. These communication requirements may change as technology advances.

5. The Agent shall maintain current and accurate records of all electronic license sales transactions as directed by the DNR.

6. The Agent shall maintain a bank account in a Federal Deposit Insurance Corporation (FDIC) insured banking association, savings association, trust company, or credit union subject to applicable federal and state banking regulations. The Agent Account must be able to accept electronic fund transfers. The Agent will provide the DNR with all of the account information requested by the DNR.

7. All monies minus the Issuing Fee collected by the Agent for the sale of Electronic Licenses shall be deposited in the Agent Account weekly. The Agent must permit the DNR, through the State Treasurer to access the Agent Account to electronically collect and transfer, through an ACH, all money in the Account collected for the Sale of Electronic Licenses minus issuing fee to the State Treasury.

8. Return to the DNR on a weekly basis, completed applications and title forms as required by the DNR.

9. Prior to commencing sales under this contract, the Agent shall provide to the DNR a true and accurate federal Taxpayer Identification Number (TIN) verification form and a Minnesota Tax Identification number. Failure to provide said information shall be grounds for immediate suspension and termination of this Contract as set forth in Section III of this Contract.

10. The Agent shall return all voided licenses to the DNR within 30 days from date of sale of the voided license sale. After 60 days, cost of voided licenses will be charged to the Agent.

11. The Agent shall make reasonable business efforts to comply with the most recent version of the Payment Card Industry Data Security Standard (PCI DSS), promulgated by the PCI Security Standards Council.

## **B. RESTRICTIONS AND EXCEPTIONS.**

The following restrictions and exceptions apply to the sale of Electronic Licenses:

1. All electronic licenses, stickers, registrations, title transactions, and sales and use tax collected must be completed at the Agent's business location as set forth in Section V.A.3. The Agent is responsible for the completion of each electronic license transaction for each electronic license sold at the Agent's place of business.

2. The Agent shall not offer for sale an electronic license for a fee other than that fee set forth in the ELS system.

3. This Contract does not supersede any agreement the Agent has pursuant to Minn. Stat. § 84.027, subd. 15 (a) (4) with an electronic bankcard issuer concerning customer convenience fee for use of a credit or bank card to purchase electronic licenses.

4. The Agent may not waive all or part of the Issuing Fee or use electronic licenses in connection with a drawing, raffle, giveaway, or other sales promotion.

## **C. MATERIALS AND EQUIPMENT.**

2) The DNR's ELS provider shall provide the printer and materials to the Agent as necessary to sell Electronic Licenses, stickers, and registrations through the ELS (ELS equipment). The Agent shall be solely responsible for providing a safe location for the ELS printer and materials that protects said printer and materials from damage, theft, and unauthorized use.

1. Except, for acts beyond their control, the Agent is responsible for all lost, stolen, missing or destroyed ELS equipment and materials.

2. The Agent will be responsible for their personal computers and any services or contracts or agreements with local internet service providers.
3. The agent is required to carry insurance to insure property provide by the DNR.

#### **B. DNR ACCESS**

1. The Agent will allow the DNR to access and inspect all ELS equipment, materials, and records pertaining to this Contract during the Agent's normal business hours with or without prior notice to determine whether the Agent is operating in compliance with Minn. R. 6213.0100 to 6213.0800 and the terms of this Contract.
2. Said inspection may also be conducted by the DNR outside of normal business hours with the express permission of the Agent.

#### **VI. DNR DUTIES**

The DNR or its duly authorized agents or employees shall undertake the following duties:

1. The DNR shall provide at the Agents business location the ELS equipment and materials, consistent with the Agents selection under Section V.A.5, necessary to permit the Agent to undertake its obligations under this Contract. In addition, the DNR shall provide routine maintenance and repairs of the ELS equipment. Provided, however, the DNR shall not be responsible for maintenance or repair of the ELS equipment attributable to abuse or neglect by the Agent or the Agent's employees.
2. The DNR shall provide appropriate training materials and a "help desk" service to answer Agent's questions and assist with problems.
3. The DNR shall provide informational game and fish regulation materials to the Agent for distribution to licensees.
4. By the second business day of each week, the DNR shall make available the amounts to be transferred from the Agent Account to the State Treasury covering transactions in the prior week. For purposes of this provision a week commences on Tuesday of each week and ends at 11:59 pm on Monday.
5. The DNR shall provide the Agent with instructions for the transfer of funds from the Agent Account to the State Treasury and instructions for reconciling any differences between the Agent and the DNR regarding the amount of said transfer.

#### **VII. AUTHORIZED REPRESENTATIVE OR SUCCESSOR:**

For the purposes of this Contract, the DNR's authorized representative is:

Jeannine Johannsen  
Department of Natural Resources  
500 Lafayette Rd, St. Paul, MN 55155  
Email: [ELSAgentManagement.DNR@state.mn.us](mailto:ELSAgentManagement.DNR@state.mn.us)

For purposes of this Contract, the Agents authorized representative is the Authorized Representative listed on page one (1) of this Contract.

Either Party may change its authorized representative by providing written notice of said change to the other Party.

#### **VIII. LIABILITY**

The Agent shall be solely liable for all proceeds from the sale of Electronic Licenses including but not limited to losses incurred due to theft, credit card fees, credit card fraud, non-sufficient funds checks, non-payment, and counterfeit currency.

The Agent shall indemnify, defend and hold harmless the State and the DNR its agents or employees

from any third party claim or cause of action, including attorney's fees incurred by the state to the extent that it is caused by the Agent, its employees or assigns. This indemnification obligation does not apply to the extent the claim or cause of action is the result of the State's or DNR's negligence. This clause will not be construed to bar any legal remedies the Agent may have for the State's or the DNR's failure to fulfill its obligations under this Contract.

#### **IX. ASSIGNMENT, AMENDMENTS, AND CONTRACT COMPLETE**

##### **A. Assignment.**

This Contract may neither transfer nor assign any rights or obligations under this Contract without the prior written consent of the State. In the event the Agent sells its business this Contract shall be immediately suspended and terminated pursuant to Section III. Nothing herein precludes the Agent's business successor from submitting a request to enter into an ELS Contract with said successor.

##### **B. Amendments.**

With the exception of Section II, any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract or their successors in office. The Agent will notify the Authorized Representative in writing at least 30 days before any change of its business location, nature of business, or ownership.

##### **C. Contract complete.**

This contract contains all negotiations and agreements between the state and the agent. No other understanding regarding this contract whether written or oral may be used to bind either party.

#### **X. GROUNDS FOR SUSPENSION OR TERMINATION:**

##### **A. Grounds for Suspension**

Suspension of an Agent's rights to sell licenses as set forth in Section III.B may occur for any one of the following:

1. Provided false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.
4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment set forth in Section V.C.
6. Used license dollars to supplement business cash flow.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Upon any ACH fail.
10. For any other reason set forth in Minn. Stat. § 97A.485 subd 3.

##### **B. Grounds for Termination**

This Contract may be terminated pursuant to Section III.A for any of the following reasons:

1. Providing false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social

security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.

4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment as set forth in Section V.C.
6. Failed to account for materials and equipment for operation of the ELS as set forth in Section V.C.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Failed to properly display license point of sale materials as set forth in Section V.A.4.
10. Failed to have the financial stability or responsibility to act as an agent including, but not limited to, evidence of inadequate accounting records or a failure to maintain sufficient funds from the sale of electronic licenses in the appropriate bank account set forth in Section V.A.8.
11. Misuse of ELS data. ELS data may only be used in the normal course of business for the use of processing ELS transactions set forth in Section XII.
12. Upon a third fail within a twelve month period set forth in Section III.A.
13. For any other reason set forth Minn. Stat. § 97A.485, subd. 3.

#### **XI. AUDITS**

**The books, records, documents, and accounting procedures and practices of the Agent and its** employees, agents, or subcontractors relevant to this Contract will be made available, and subject to examination by DNR, Legislative auditor, and State Auditor for a minimum period of six years from the date of transaction.

#### **XII. DATA PRACTICES ACT**

The Agent must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by DNR in accordance with this Contract, all data collected from members of the public under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agent in accordance this Contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Agent or the DNR.

#### **XIII. AFFIRMATIVE ACTION (When applicable)**

##### **A. Agent Certification – Less Than 40 Employees**

Pursuant to the requirements of Minn. Stat. § 363A.36, the Agent shall certify that: (a) the Agent has not had more than forty (40) full-time employees at any time during the twelve months preceding the date it submitted its response to the DNR; or (b) if the Agent has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date the Agent submitted its response to the DNR, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. § 363A.36 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights. If the Agent does not have forty (40) full time employees within the State Minnesota on a single working day during the previous twelve months preceding the date it submitted its response to the DNR, but has had more than forty (40) full-time employees on a single working day during the previous twelve months in the State in which it has its primary place of business, then (1) the Agent must have current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights, or (2) the Agent certifies that it is in compliance with federal Affirmative Action requirements.

##### **B. Agent Certification – More Than 40 Employees**

If the Agent has more than 40 full-time employees within the State of Minnesota on a single



working day during the previous twelve months. The Agent will comply with the following Affirmative Action requirements for disabled workers pursuant to the requirements of Minn. R. 5000.3550:

1. The Agent will not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Agent agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Agent agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Agent's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will be the DNR or the Agent's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employments, and the rights of applicants and employee.

5. The Agent will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Agent is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

#### **XIV. WORKERS' COMPENSATION**

The Agent must be in compliance with Minn. Stat. § 176.181, subd.2, pertaining to workers' compensation insurance coverage. The Agent's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

#### **XV. ANTITRUST**

The Agent hereby assigns to the State of Minnesota any, and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

#### **XVI. JURISDICTION AND VENUE**

The laws of the State of Minnesota thereto, will govern this Contract and executed amendments. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the State of Minnesota, Ramsey County District Court.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**1. AGENT**

Agent certifies that the appropriate person(s) have executed the agreement as required by its articles, by-laws, resolutions or ordinances, and that, such articles by-laws, resolutions or ordinances have been forwarded to the Department of Natural Resources together with this Contract.

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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

**2. DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
(With Delegated Authority)

Title: \_\_\_\_\_

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated by Materials Management Division

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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

## Exhibit A

### **Issuing Fee Schedule** (as noted per contract Section IV.8)

Electronic License Sales and applicable fees can be found online at the Revisors Office.  
(<https://www.revisor.mn.gov/>)

Minn. Stat. § 97A.485 – Most G&F licenses.  
Minn. Stat. § 84.7945 – OHM Trail  
Minn. Stat. § 84.8035 – ORV Trail  
Minn. Stat. § 84.8205 – Snow Trail  
Minn. Stat. § 84.9275 – ATV Trail  
Minn. Stat. § 84.791 – Dup OHM Safety  
Minn. Stat. § 84.86 – Dup Snow Training  
Minn. Stat. § 84.925 – Dup ATV Safety  
Minn. Stat. § 97B.025 – Dup Trapper Safety (Don't use)  
Minn. Stat. § 97B.015 – Dup FAS  
Minn. Stat. § 85.41 – X-C Ski  
Minn. Stat. § 85.46 – Horse Pass

Minn. Stat. § 84.788 – OHM (Filing fee)  
Minn. Stat. § 84.798 – ORV (Filing fee)  
Minn. Stat. § 84.82 – Snow (Issuing fee)  
Minn. Stat. § 84.922 – ATV (Filing fee)  
Minn. Stat. § 86B.415 – Watercraft (Filing fee)  
Minn. Stat. § 86B.870 – Watercraft Title (Filing fee)

Minn. Stat. § 84.027 Subd. 15 (a)  
(4) charge and permit agents to charge a convenience fee not to exceed three percent of the cost of the license to individuals who use electronic bank cards for payment. An electronic licensing system agent charging a fee of individuals making an electronic bank card transaction in person must post a sign informing individuals of the fee. The sign must be near the point of payment, clearly visible, include the amount of the fee, and state: "License agents are allowed by state law to charge a fee not to exceed three percent of the cost of state licenses to persons who use electronic bank cards for payment. The fee is not required by state law.";