

**NEBRASKA STATE RECORDS BOARD  
MEETING: August 23, 2006**

Nebraska State Capitol  
Room 1507  
Lincoln, NE  
August 23, 2006  
2:00 P.M.

**Lincoln Journal Star**  
**Wednesday, July 26, 2006**

## **Public Notice**

### **NOTICE OF PUBLIC MEETING**

Notice is hereby given of a special public meeting of the Nebraska State Records Board on Wednesday, August 23, 2006, at 2:00 PM in Room 1507 of the State Capitol, Lincoln, Nebraska. The agenda, which is kept continually current, will include a Public Hearing on the establishment of fees for the use of Nebraska.gov by the Nebraska Department of Motor Vehicles, and is available at the office of the Secretary of State for public inspection during regular business hours.

#3950317 1x July 26

**NEBRASKA STATE RECORDS BOARD AGENDA**  
**Special Meeting/Telephone Conference**

Room 1507 State Capitol  
August 23, 2006 - 2:00 P.M.

1. CALL TO ORDER, ROLL CALL
2. ANNOUNCEMENT OF NEBRASKA OPEN MEETING ACT  
The Act and reproducible written materials to be discussed at the open meeting are located in the back of the meeting room.
3. NOTICE OF HEARING  
Public notice of the meeting was given by posting notice in the Lincoln Journal Star on July 26, 2006; on the State of Nebraska's online public meeting calendar; and keeping a current copy of the agenda in the Secretary of State office, listing the date, time and location of the meeting.
4. ADOPTION OF AGENDA
  - a. **Action Item:** Approval of Agenda
5. PUBLIC HEARING ON CONTRACT ADDENDA
  - a. **Action Item:** Nebraska Department of Motor Vehicles - Addendum Seven
6. INDEPENDENT CONTRACTOR AGREEMENT
  - a. **Action Item:** William Bidrowski
7. ADJOURNMENT
  - a. **Action Item:** Move to adjourn

**Conference Call Information:**

Dial: **1-877-229-1563** for Local or Long Distance  
Enter Pin Number: **08230658**  
Please follow the directions!!

**Addendum Seven  
to the  
Interagency Agreement Between  
Nebraska Department of Motor Vehicles  
and  
Nebraska State Records Board**

This Addendum Seven to the Interagency Agreement between the Nebraska Department of Motor Vehicles (DMV) and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

**Project:** Online Driver License Reinstatements

**Price:** This application will be funded through a transactional revenue model. Pricing is as follows:

DMV Statutory Reinstatement Fee	Convenience Fee (CC)	Nebraska.gov Transaction Fee	Total End User Fee Paid.
\$50.00	1.25	\$1.00	\$52.25
\$75.00	\$1.90	\$1.00	\$77.90
\$125.00	\$3.25	\$1.00	\$129.25

**Terms:** Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the DMV. Nebraska.gov will submit an invoice to the Nebraska Department of Motor Vehicles for the total amount of the Nebraska.gov Transaction Fee's collected at the close of each month. Terms of payment are net 45 days.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Beverly Neth  
Nebraska Department of Motor Vehicles

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Officer  
Nebraska State Records Board

*Table until matter resolved next reg. meeting*  
*M. Don*  
*2/ Deck*

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By: *Beverly Neth*  
Beverly Neth  
Nebraska Department of Motor Vehicles

Date: *July 31, 2004*

By: \_\_\_\_\_  
Authorized Officer  
Nebraska State Records Board

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

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By: *Beverly Neth*  
Beverly Neth  
Nebraska Department of Motor Vehicles

Date: *July 31, 2006*

By: \_\_\_\_\_  
Authorized Officer  
Nebraska State Records Board

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

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement"), made and entered into the date set below each parties signature, by and between the Nebraska State Records Board (the "Board") and William J. Bidrowski (the "Contractor"), WITNESSETH:

**1. Contract for Work.** The Board contracts with the Contractor and the Contractor agrees to accept the terms and conditions of this Agreement. Both parties agree that this Agreement shall be interpreted as an Independent Contractor Agreement.

**2. Term.** The term of this Agreement shall begin on August 14, 2006, and shall terminate on August 13, 2007. This Agreement, by mutual consent, may be extended for periods of one year under the same terms and conditions of this initial agreement or under different or additional terms and conditions. This shall not be construed as a guarantee of additional extensions of this Agreement.

**3. Compensation.** The Board shall compensate the Contractor for all services rendered at a rate of \$ 75.00 per hour for a maximum of 55 hours per calendar month. At the close of each calendar month, the Contractor shall submit to the Secretary of State a detailed monthly invoice showing the dates and hours worked, locations worked, and the daily tasks performed for that month. The Secretary of State shall review and approve the invoice for payment by the Board if the invoice properly reflects the performance of duties pursuant to this Agreement. Payment shall be made promptly upon approval. Travel time for the Contractor from his residence to the place of performance of duties hereunder shall be in addition to the maximum number of hours allowed per month, as described above. The Contractor shall not receive hourly compensation for travel time, but shall be reimbursed as set forth in paragraph 4. Any benefits a state employee is entitled to participate in, including but not limited to, medical insurance coverage of any type, retirement, vacation, sick leave or arbitration rights shall not be available to the Contractor.

**4. Expenses.** The Contractor shall submit, at the end of each calendar month, a detailed invoice to the Secretary of State showing the dates, types and reasons for expenses incurred, if any, in the performance of the terms and conditions of this Agreement. The Contractor shall be reimbursed for all necessary expenses personally incurred in the performance of this Agreement. Such expenses shall include mileage, at the rate authorized by the State of Nebraska, from the Contractors residence to Lincoln, Nebraska and return or to other locations deemed necessary; overnight lodging with prior knowledge and approval of the Board; and, meals incurred for overnight lodging. The Secretary of State shall review and approve the invoice for payment by the Board if the invoice properly reflects the performance of duties pursuant to this Agreement.

**5. Duties.** The Board hereby contracts with the Contractor for the performance of certain services as described herein.

- a). Serve as the Project Manager for the Board under the direction of the Secretary of State's Office.
- b). Report directly to Secretary of State John A. Gale, who serves as Chairman of the board, or to such other management deputies as he may direct.
- c). Engage in direct contact and communications with Nebraska Interactive LLC. (Nebraska.Gov), Information Management Services, Secretary of State and other agencies on anticipated projects or ongoing projects involving the Board. Projects of short or long duration include, but are not limited to; proposals of agencies for fee revenue projects by the Board; non-fee revenue projects; grant requests; and reinvested revenue projects of Nebraska Interactive LLC.
- d). Conduct (i) on-site meetings; (ii) conference calls; (iii) proactive follow-up; initial and post review of projects with agencies or individuals regarding the status, timeliness or feasibility of such proposals or projects of the Board, NI LLC, IMS or other agencies.
- e). The Contractor shall devote his best efforts and give sufficient time to advance the Boards interests.
- f). The Board may occasionally request that the Contractor stay in Lincoln, Nebraska overnight for two or three day periods, as appropriate, to perform work under this Agreement.

6. **Working Facilities.** The Board will provide at no expense to the Contractor a working location with equipment that is appropriate for the performance of the Contractors duties.

7. **Disclosure of Information.** The Contractor will have access to information, materials or documents that in general are public information and thereby disclosable. However, some information, materials or documents of NI LLC may be proprietary to NI LLC and shall not be disclosed by the Contractor, except to the Board as necessary, without the prior reasonable approval of NI LLC.

8. **Termination Without Cause.** This Agreement does not give, provide or secure to the Contractor any form of tenure, civil service, contractual or proprietary rights to continued employment. The Board may, without cause, terminate this Agreement at any time by giving immediate written notice to the Contractor. The Contractor may, without cause, terminate this Agreement by giving 15 days advance written notice to the Board. In either event, the Contractor shall prepare and submit to the Board an accurate statement showing the dates, locations, daily tasks worked, and hours worked for that period and shall submit an accurate statement showing the dates, types and reasons for expenses, if any, incurred in the performance of the terms and conditions of this Agreement. The Secretary of State shall review and approve for payment if the invoices properly reflects the performance of duties pursuant to this Agreement. Payment shall be made promptly upon approval.



9. **Possession of Documents.** Upon expiration or termination of this Agreement or any extensions thereof, the Contractor shall immediately return to the Board all of its materials, documents, property or equipment of any description that may be in the Contractors possession or control.

10. **Notices.** Any notice required or desired to be given under this Agreement shall be deemed given if in writing and sent by certified mail, return receipt requested, to the Contractors residence or to the Boards office, both as stated below.

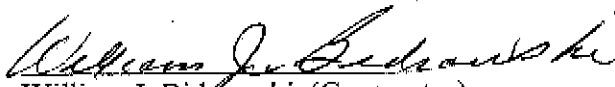
11. **Waiver of Breach.** The Boards waiver of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless in writing.

12. **Entire Agreement.** This Agreement contains the entire understanding of both parties. It may not be changed orally but only by an agreement in writing signed by both parties.

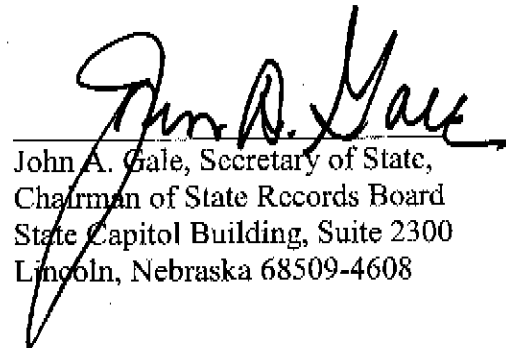
13. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**In Witness Whereof,** the parties have executed this three page Independent Contractor Agreement on the date(s) indicated.

  
William J. Bidrowski (Contractor)  
4516 Oak Street  
Omaha, Nebraska 68106

8/7/06  
Date

  
John A. Gale, Secretary of State,  
Chairman of State Records Board  
State Capitol Building, Suite 2300  
Lincoln, Nebraska 68509-4608

August 12, 2006  
Date

  
Witness