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Date: AUGUST 3, 2007

Recording Requested By:

Douglas County - NV
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Page: 1 Of 9 Fee: 0.00
BK-0807 PG-02112 RPPT: 0.00



Name: SONDRA CONDRON, TAHOE GENERAL SERVICES/
DMV

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2007.154

(Title of Document)

RECEIVED

JUN 20 2007

Dept. Of Motor Vehicles
Administrative Services Division

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
("Department")
555 Wright Way
Carson City, NV 89711-0911
(775) 684-4549 (775) 684-4692
and
Douglas County Clerk Treasurer
("County")
175 U.S. Highway 50, Stateline, NV 89449
P.O. Box 218, Minden, NV 89423
(775) 586-7270 / (775) 586-7227

Handwritten signature
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2007/154

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of the Douglas County Clerk Treasurer hereinafter set forth are both necessary to the Department of Motor Vehicles and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** State means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to **June 30, 2009**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 120 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and /or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: SECURITY STATEMENT

7. **CONSIDERATION.** The County agrees to provide the services set forth in paragraph (6) at a cost of **\$ 2.00 per registration transaction.** In addition NRS 482.180(6) states: From the amount of governmental service tax collected by a county assessor, the state controller shall credit 1 percent to the department as a commission and remit 5 percent to the county for credit to its general fund as commission for the services of the county assessor.
Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT.**
- a. **Books and Records.** Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
 - b. **Inspection and Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for government attorneys.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State or county breach shall never exceed the amount of funds, which have been appropriated for payment or performance under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to



promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, and shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.



23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

By: *[Signature]* 6-21-07
Date

Title: Chief Administrative Services Division

COUNTY CLERK-TREASURER

By: *[Signature]* 6-13-07
Date

Title: _____

BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY

By: *[Signature]* 6-7-2007
Chairman Date

[Signature] APPROVED BY BOARD OF EXAMINERS
Signature - Board of Examiners 7-10-07
Date

Approved as to form by:
[Signature] On 6/20/07
Deputy Attorney General for Attorney General Date

SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk hereinafter referred to as "County" agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals for the Department of Motor Vehicles hereinafter referred to as "Department." This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County, as deemed necessary to carry out registration functions.
3. TRAINING. The Department will provide such technical training in Reno, Nevada and administrative support as needed. The travel expense for the County staff to travel to Reno for training will be the sole responsibility of the County.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, supplies, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment accepted by the Department. Such forms include but are not limited to cash, check, credit card, debit card, e check, etc.
6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure that all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of the policies, procedures and updates in a timely manner, as they are held accountable for following said policies and procedures.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services.
8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. If possible, state funds should be deposited daily. When this is not possible, all monies and negotiable instruments must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks, or other



negotiable instruments. State funds are to remain secure at all times during daily operations.

9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors.
10. DECALS. The County is responsible for the security and daily reconciliation of all issued decals. All discrepancies must be submitted to the Department immediately in writing, via facsimile or e-mail.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records.
12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation.
13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business, and violations can / will result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can / will result in the revocation of said accounts immediately upon knowledge of said sharing.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, supplies, equipment and funds which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.

Security Statement

State of Nevada, Department of Motor Vehicles hereinafter referred to as "Department" and the County Assessor, County Recorder, and County Clerk hereinafter referred to as "County."

The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. The Department staff are required to pass a security check for purposes of fulfilling their duties, therefore all county personnel authorized to access and use the same information must pass the same security check. Any other use or access by someone not having passed the authorized security check is strictly prohibited.

The County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose any data to a third party unless necessary to carry out a County function required of County by law. Misuse of any information obtained via the Department may be grounds for the imposition of sanctions in the form of discontinuance of service through the Department upon confirmation of misuse.

County shall ensure that a thorough background screening of County personnel is conducted within 30 days upon initial employment or assignment for all personnel having access to information from the Department. The background/security check should minimally include National Crime Information Center (NCIC), a request for a national background check, and a fingerprint check by sending the FD-258 fingerprint card to the Federal Bureau of Investigation (FBI) for a search of the criminal history records of the FBI. The County shall be responsible for maintaining these records which must be available for Department audit. If the applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature within the last five (5) years, the applicant may not be considered for employment in a position that has any dealing with the contract between the Department and the County. Any felony conviction for victimless or non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire shall be evaluated and weighed by County official based upon the age of the conviction and on behavior relative to arrests and convictions since.

Background checks are the responsibility of those county offices or individuals involved and do not guarantee access to Department information.

Disclaimer

While all attempts are made to provide accurate, current and reliable information we recognize the possibility of human and/or mechanical error. Therefore, the Department, its employees, officers and divisions expressly deny any warranty of the accuracy; reliability or timeliness of any information provided by this system and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of such information. Any person who relies upon such information obtained from this system does so at their own risk.

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 3, 2007

BRIFEN Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL