

Assessor's Parcel Number: N/A

Date: JUNE 29, 2017

Recording Requested By:

Name: VICKY DERNER, TAHOE GENERAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

INTRASTATE INTERLOCAL CONTRACT #2017.108

(Title of Document)

INTRASTATE 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

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)586-7226

FILED
NO. 2017.108
2017 JUN 29 PM 12:33
DOUGLAS COUNTY
CLERK
[Signature]

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 hereinafter set forth are both necessary 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, 2019, 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 30 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 AA: SCOPE OF WORK

7. **CONSIDERATION.** The County agrees to provide the services set forth in paragraph (6) at a cost of two dollars (\$2.00) per registration transaction with the total Contract or installments payable not to exceed fifty thousand dollars and no/100 (\$50,000.00) per fiscal year, with the total not to exceed one hundred thousand dollars and no/100 (\$100,000.00). In addition NRS 482.180 (6) states in pertinent part: "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 an annual or 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 general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, 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 & 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 other party, 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 of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

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, 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. To the extent the Contractor observes, receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the Contractor shall keep this information confidential and shall not disclose or use this information except as permitted by law. It is unlawful to knowingly obtain or disclose any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability. 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 State of Nevada Office of the Attorney General.

This space is intentionally blank.

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: Cynthia Mues 5/8/17
Date

Title: Chief of Administration

DOUGLAS COUNTY CLERK TREASURER

By: Kathy Lewis 5/5/17
Date

Title: Douglas County Clerk-Treasurer

BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY

By: William B. Royal 5/4/17
Date

Title: Chairman

James R. Lewis
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 6/13/17
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General, State of Nevada

On 5/10/17
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, pursuant to NRS 482.160.
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 and/or Las Vegas, Nevada and administrative support as needed. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Reno office manager or designated representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card, 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 in the manner proscribed.
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. More information regarding the change fund and operating banks is located on the DMV shared global drive under Procedures and Programs-Administrative Services-Chapter ASD J-17.

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 of new and used decal ribbons. Used printer ribbons should be kept in a secured location awaiting pickup from ITI. All decal reprints should be logged, and a monthly copy e-mailed to the Reno office manager or designee. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35.05 and ASD M-1.01 Decal Accountability.
11. **RECORD RETENTION.** The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41.1.
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 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 result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
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.

16. 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.
17. 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 provided for by statute and 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 including, but not limited to, discontinuance of service through the Department upon confirmation of misuse.
18. County shall ensure that a thorough background screening of County personnel is conducted prior to initial employment or assignment for all personnel having access to information from the Department. The background/security check should at a minimum include a check of the Nevada Records of Criminal History and a National Federal Bureau of Investigation fingerprint based criminal history record check. The County shall be responsible for maintaining these records, which must be available for Department audit. Records must be maintained from one Department audit until the next 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 contained in NRS Chapter 205 within the last five (5) years, the applicant shall 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 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 the County based upon the age of the conviction and on behavior relative to arrests and convictions.
19. Background checks are the responsibility of those county offices or individuals involved and do not guarantee access to Department information.
20. 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

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22nd day of January, 2017

By [Signature] Deputy