



**INTERLOCAL AGREEMENT  
For Access to Nevada's Business Portal**

An agreement between the Nevada Secretary of State's Office

and

City of Sparks

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 that such contracts may be in the form of an agreement between the public agencies;

WHEREAS, NRS 75A.100(1) authorizes the Secretary of State ("Secretary") to establish a state business portal ("Portal") to facilitate interaction among businesses and governmental agencies in this State by allowing businesses to conduct necessary transactions with governmental agencies through use of the Portal;

WHEREAS, NRS 75A.100(2) requires the Secretary, through cooperation and consultation with representative state agencies, local governments, health districts and businesses, to establish the standards and requirements necessary for a state or local agency to participate in the Portal;

WHEREAS, NRS 75A.100(2) requires the Secretary to determine the appropriate requirements to be used by businesses and governmental agencies conducting transactions through use of the Portal; and,

WHEREAS, NRS 75A.100(2) authorizes the Secretary to permit a state or local agency to participate in the Portal if it meets the standards the Secretary established and enters into an agreement with the Secretary for access to the Portal;

WHEREAS, pursuant to such authority, the Secretary hereby outlines several potential levels of access to the Portal, and sets forth the requirements and standards for access at each of those levels;

WHEREAS, the City of Sparks desires access to the Portal for the integration and future exchange of information between SilverFlume and City of Sparks regional license and permit platform.

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

1. DEFINITIONS: The following terms used throughout this agreement shall have meaning ascribed to them in this paragraph, unless the context clearly indicates otherwise:
  - a. "Secretary" means the Secretary of State of Nevada, and his or her officers, employees and immune contractors as defined in NRS 41.0307.
  - b. "Agency" means City of Sparks and its officers, employees, and immune contractors as defined in NRS 41.0307.
  - c. "Portal" means the state business portal established by the Secretary pursuant to NRS 75A.100, commonly known as SilverFlume.
  - d. "Regional license and permit platform" means the software application used by the Agency to issue and renew business licenses and other permits.
  - e. "API" means Application Programming Interface, which is a method for one or more separate computer systems to interact and exchange information programmatically.
  - f. "Confidential Technical Specifications" means protocols, procedures, standards for data collection and formatting, and other specifications that would present a security risk to the Portal if made public, and are therefore confidential pursuant to NRS 242.105.
  - g. "Confidential Security Requirements Specifications" means a subset of Confidential Technical Specifications which more specifically cover systems security and that would present a security risk to the Portal if made public, and are therefore confidential pursuant to NRS 242.105. These specifications are maintained on the secured Internet content management site and are subject to change based upon technical advancements/changes and updates as established by the Secretary or by mutual agreement with the Agency.
  - h. "Business Customer" means a private person or entity that uses the features of the Portal to create or manage a business. The term excludes a governmental entity that participates in the Portal.
  - i. "Portal Administrator" means an employee of the Secretary of State's Office who has been designated as the primary person in charge of the Portal system, or the Portal Administrator's designee.
  - j. "Common Business Registration" or "CBR" means a defined set of basic information collected from a Business Customer by the Portal about a business, including, for example, the business name, date of incorporation or organization, etc.; the current specifics of which are outlined in Addendum One to this Agreement. The CBR data is confidential information while in the Portal, but may become public information upon release to the Agency. The CBR may be changed to include new, or remove old, data fields as the needs of the Secretary and the Agency require. Notice of any such changes will be provided to Agency pursuant to Paragraph 9, and access to the documents provided pursuant to Paragraph 12.

- k. "Access Levels" means the levels of access to the Portal which vary depending on the needs and resources of the Agency.
  1. "Access Level One," is a process of manual integration with the Portal whereby the Agency's staff uses a web browser to manually access the Portal and downloads CBR information. The Agency selects the specific items of information from the CBR that it desires. The Agency's staff can search for CBR information using the web interface.
  2. "Access Level Two" is a more advanced level of access that would include an automated process of integration with the Portal whereby Agency's computer license and permit platform access the Portal through the web service API and pulls CBR information into the Agency's computer platform. The Agency selects the specific items of information from the CBR that it requires. The Agency's computer platform automatically searches and downloads the desired CBR information either in real time or on a scheduled basis based upon that Agency's needs.
  3. "Access Level Three" is a level of access which includes an automated process of bi-directional integration with the Portal that, in addition to meeting the description of access described in Access Levels One and Two, is also fully integrated with the Portal's web services for filing of documents, receiving confirmations, and/or other information exchange. Bi-directional means two way communications (information exchange) between the Agency's computer platform and the Portal.

These access variances are within the control of the Agency based upon their needs, resources and other relevant criteria as established by the Agency and in consideration of the Portal's capabilities.

2. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the following Addenda in descending order of constructive precedence:
  - a. Addendum One – SilverFlume Common Business Registration Field List. Includes the identified data fields to be gathered/extracted/pulled from Portal for use by Agency].
  - b. Addendum Two – Technical Specifications for the Interface between the Portal (SilverFlume) and the Regional License and Permit Platform
3. CONSIDERATION. Participation of the Agency in the Portal enhances and expands the purpose and usefulness of the Portal and the regional license and permit platform as a "one-stop-shop" for businesses to interact with government entities. The more services that are available through the Portal and the regional license and permit platform, the more efficient and effective all participants can become in processing business transactions. Therefore, in consideration of these benefits, the Secretary agrees to provide access to the Portal to the Agency free of charge. Subject to any law to the contrary, the Agency agrees to integrate with the Portal in conformance with mutually agreed Confidential Security Requirements and to abide by the terms and

conditions of this agreement in consideration of the benefit of receiving and sharing information through and with the Portal.

4. **PARTICIPATION BY THE AGENCY.** This Agreement does not require the Agency to participate and integrate at all access levels. Subject to any law to the contrary, it is solely in the discretion of the Agency to determine the level of integration and access with the Portal, and whether to develop, acquire or upgrade any of its computer systems or its regional license and permit platform to achieve any particular level of integration. However, Agency acknowledges and agrees that integration and access to the Portal will not be permitted if the Agency's system or platform fails to meet the security and technical requirements of this Agreement as set forth in the Agency's Confidential Security Requirement Specifications.
5. **COST OF AGENCY SYSTEMS.** Although access to the Portal is provided to the Agency free of charge, the Agency acknowledges and agrees that it is responsible for the costs of any computer systems, software, hardware, Internet access, or other equipment, and for development, updates, patches, training, or other goods or services it requires to access and integrate with the Portal.
6. **POINT OF CONTACT.** The Agency shall provide the Portal Administrator with the name, telephone number, and email address of a person who will be the Point of Contact for the Agency for communication between the Portal Administrator and the Agency. The Agency will ensure that the contact information for the Point of Contact person is kept up to date. The Agency Point of Contact:
  - a. Serves as primary contact for the Portal Administrator.
  - b. Coordinates Agency communications related to the Portal, including but not limited to legal, business, information technology and compliance information.
  - c. Directs internal Agency activities related to Portal, including managing and tracking activity statuses.
  - d. Tracks internal Agency issues, risks, action items, and decisions, and engages Agency subject-matter experts and executives to obtain closure to open items as soon as possible, communicating information as needed to the Portal Administrator.
  - e. Participates as Agency representative in Services Governance.

The Agency agrees that if the Point of Contact leaves employment with the Agency or the Agency determines that access by that individual is no longer appropriate, Agency will immediately appoint a new Point of Contact and notify the Portal Administrator of the change.

7. **SYSTEM CHANGES.** Agency acknowledges and agrees that the Portal is an evolving system which may change over time as additional functionality is developed and implemented, including without limitation: new features, enhanced security, or changes in data collection protocols or formatting. The Agency acknowledges that is solely responsible for its own system and software.

8. NOTIFICATION OF SYSTEM CHANGES AND SERVICES GOVERNANCE. For any new features, enhanced security, system updates, or changes, including any proposed revisions to the Confidential Security Requirements Specifications, that will impact the integration and interoperability of the Portal with the Agency's license and permit platform, the Portal Administrator will provide reasonable and necessary notice to the Agency's Point of Contact in advance of the change, unless emergency circumstances make such notice impracticable. The notice will describe the proposed change, the reason for the change, and the date the change is to occur. The Agency may provide written comments or feedback through the designated Point of Contact by the date specified in the notice to the Portal Administrator and may be involved in the design, testing and implementation of system updates or changes that directly impact them, as mutually agreed by the Parties. Nothing in this paragraph will eliminate the availability to the Agency of target release notes and actual release notes concerning changes to the system.
9. URGENT PATCHES. Paragraph 8 shall not apply to situations where the Portal Administrator deems it is necessary to apply a patch to address an urgent security concern or to fix a system defect, and the patch will affect the integration and interoperability between the Portal and the Agency's license and permit platform. In such situations, the Portal Administrator shall notify the Agency as soon as possible. The Agency shall provide immediate notice to the Portal Administrator if it becomes aware of the need for an Urgent Patch to its platform. The Parties shall work cooperatively to address the matter as the urgency of the circumstances require.
10. COST OF SYSTEM UPDATES. Agency acknowledges and agrees that it is responsible for any costs related to updates to its own platform that may become necessary to maintain integration and access should changes to the Portal occur.
11. ACCESS TO CONFIDENTIAL TECHNICAL SPECIFICATIONS. The Portal Administrator may maintain a secure Internet-accessible site that contains all documents containing Confidential Technical Specifications. The Portal Administrator shall provide access to the Agency only through the Agency's Point of Contact and all such technical specifications shall remain confidential.
12. TERMINATION OF ACCESS. If either Party to this Agreement determines that the other Party or its computer systems or platforms are not in compliance with the technical, security, data protection, or other specifications of the Portal or the platform, and that it is necessary to avoid a material security breach, data compromise, denial of service or other serious harm to the regional license and permit platform, the Portal, or information within the Portal or the platform, the Party may immediately terminate or suspend the other Party's access, without prior notice. In such a case, the terminating Party will provide the other Party with notice immediately and will reinstate access once the serious noncompliance is resolved, and resolution has been tested and demonstrated to the terminating Party's satisfaction. In all other cases, the Portal Administrator shall provide notice to the Agency of any

noncompliance with the technical, security, data protection, or other specifications of the Portal and the Agency shall have 30 days to cure the noncompliance, subject to reasonable extensions of time should the noncompliance be a matter that cannot be reasonably cured in 30 days. If, after 30 days and the expiration of any extensions, the Agency has failed to cure the noncompliance, the Portal Administrator may terminate this Agreement.

13. DATA PROTECTION. Regardless of the level of integration and access the Agency has to the Portal, Agency agrees to use data received from the Portal, whether it is passed through or stored in a database managed by the Portal staff or by Agency staff, for the purposes of its internal business registration, licensing, and permitting processes and shall maintain its confidentiality as required by law. Unless specifically authorized by a Business Customer, Agency agrees not to share, for any commercial purpose, the data with any Agency, entity, person or natural person not authorized to access this information except as provided in NRS 75A.100, or in furtherance of the Agency's legal duties and obligations and in compliance with the Agency's laws, and local ordinances, regulations, or policies, to include public record policies.
14. CONFIDENTIAL DATA AND NOTICE. Data within the Portal has been declared by NRS 75A.100 to be confidential. However, once the data is transferred to the Agency, this confidentiality may change. The Parties agree to take the necessary measures to protect all confidential data from inadvertent or unauthorized disclosure or unauthorized access. If the Agency discovers that such unauthorized disclosure or access has occurred, it shall immediately notify the Portal Administrator and the State Chief Information Security Officer. The Portal Administrator shall notify the Agency Point of Contact if it becomes aware of any unauthorized access to Agency information.
15. TECHNICAL REQUIREMENTS. Agency agrees and warrants that it will comply with each of the technical requirements and security standards applicable to its access to the Portal as set out in its Confidential Technical Specification.
  - a. General Security Requirements –The Agency, if participating at the third level of access, must comply with the Confidential Security Specifications and Confidential Security Requirements Specifications and must also employ a minimum set of security standards and requirements to ensure the security interactions, and access of systems and platforms. The Agency must employ a documented security plan that, at a minimum, is equivalent to the State security standard as identified in the Confidential Security Requirements Specifications and mutually agreed to by the Portal Administrator and the Agency.
  - b. All of the Confidential Security Requirements Specifications are confidential, nonpublic documents that Agency agrees to protect from disclosure. Agency agrees that these technical requirements and security standards are sensitive and confidential, and are not public record. Agency agrees to protect these documents from unauthorized disclosure or access. Agency access to the documents is provided pursuant to Paragraph 11. All of these specifications may change over

time, and notice of any such changes will be provided to Agency pursuant to Paragraph 8. Agency shall immediately notify the Secretary through the Portal Administrator if these documents are requested to be made public, or reasonably likely to be requested to be made public or turned over to a person who is not otherwise authorized by law to access them, whether through litigation, contested administrative proceedings or under any other circumstances.

16. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public Agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.
17. REQUIRED APPROVAL. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body or other lawful authority of each party.
18. AGREEMENT TERM. This Agreement shall be effective upon approval pursuant to Section 17 above, and shall remain in effect until terminated by either party as set forth in this Agreement. Either Party may request in writing a review of the terms of the Agreement at five year intervals. If no such request is made, the terms of the Agreement shall continue until terminated under Paragraph 19.
19. TERMINATION. This Agreement may be terminated by either party upon 30 days written notice served pursuant to Paragraph 20. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason local, State or federal funding to satisfy this Agreement is withdrawn, limited, or impaired. Within 30 days of termination of this agreement, each Party will deliver to the other Party all data necessary to properly complete any transactions that are pending at the time of termination.
20. NOTICE. Except as provided in paragraph 8, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, by certified mail, or emailed to the email address provided by the Agency for its Point of Contact and to the addresses provided below:

Secretary of State – Business Portal Administrator  
101 N. Carson St., Suite 3  
Carson City, NV 89701  
Portal@sos.nv.gov

City of Sparks – Accela Administrator  
431 Prater Way  
Sparks, NV 89431  
accelaadministrator@cityofsparks.us

All other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, by certified mail, or emailed to the email address provided by the Agency for its Point of Contact

21. **INSPECTION & AUDIT.** 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. All books, records, reports, and statements relevant to this Agreement, must be retained by each party according to its record retention schedule.
22. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.
23. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. The liability of both parties shall not be subject to punitive damages. To the extent applicable, actual damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
24. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
25. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

26. SEVERABILITY. If any non-material provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.
27. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
28. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, configuration data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the property of the Party that created it.
29. 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 Agreement.
30. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform their respective duties under this Agreement.
31. GOVERNING LAW; JURISDICTION; VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws, including procedural, substantive, and remedial laws, of the State of Nevada, regardless of choice of law rules. Any dispute concerning the application, construction, enforcement, breach, or any other matter arising from the Agreement must be brought in a court of competent jurisdiction in the state of Nevada. Venue for such cause of action between the Secretary and the Agency shall be in Carson City.
32. ENTIRE AGREEMENT AND MODIFICATION. This Agreement, its integrated attachment(s), if any, and the Confidential Security Requirement Specifications 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, except that it is explicitly acknowledged that the Confidential Security Requirement Specifications, including the CBR, may change following execution of this Agreement. Any such changes are deemed part of this Agreement. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any

such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, and approved by the State of Nevada Office of the Attorney General and the Agency's legal counsel.

33. **THIRD-PARTY BENEFICIARIES.** No Person other than the Parties themselves has any rights or remedies under this Agreement.

34. **SIGNATURES IN COUNTERPART.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

SECRETARY OF STATE

CITY OF SPARKS  
WASHOE COUNTY, NEVADA

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

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
Geno Martini  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form by:

\_\_\_\_\_  
Chet Adams  
City Attorney

\_\_\_\_\_  
Senior Deputy Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Teresa Gardner  
City Clerk

\_\_\_\_\_  
Date