

# BDR 58-783 AB 487

## EXECUTIVE AGENCY FISCAL NOTE

### AGENCY'S ESTIMATES

Date Prepared: April 8, 2017

Agency Submitting: Business and Industry, Nevada Transportation Authority

Items of Revenue or Expense, or Both	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Effect on Future Biennia
Total	0	0	0	0

### Explanation

(Use Additional Sheets of Attachments, if required)

The Nevada Transportation Authority has reviewed BDR 58-783 and has determined there is no fiscal impact to the agency. This bill primarily affects the Taxicab Authority. The NTA and TA already engage in joint enforcement efforts through a Cooperative Agreement between the TA and NTA. The Cooperative Agreement has been in place since October 2012. The affect of BDR 58-783 on the NTA appears to be limited to amending the existing Cooperative Agreement to include NRS and NAC 706A; adjudicating the additional TNC citations issued by the TA; and possibly a rule making. The NTA can absorb these costs. A copy of the Cooperative Agreement is attached

Name Alaina Burtenshaw

Title Chairman

### GOVERNOR'S OFFICE OF FINANCE COMMENTS

Date Thursday, April 06, 2017

The agency's response appears reasonable.

Name Laura E. Freed

Title Exec. Branch Budget Officer

## COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between the State of Nevada Acting By and Through Its

Taxicab Authority  
1785 East Sahara Avenue, Suite 200  
Las Vegas, Nevada 89104

and

Nevada Transportation Authority  
2290 South Jones Blvd., Suite 110  
Las Vegas, Nevada 89146

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, it is deemed that the cooperative action as hereinafter set forth between the parties is 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 Agreement 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. **AGREEMENT TERM.** This Agreement shall be effective upon approval and until terminated by either party as set forth in this Agreement. This agreement shall be deemed to be effective 24 hours per day, 365 days per year.
4. **TERMINATION.** This Agreement 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 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 federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or 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 with simultaneously 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 scope of the cooperative action shall be specifically described in accordance with State Administrative Manual § 0308.0; this Agreement incorporates the following attachment:

### ATTACHMENT A: SCOPE OF WORK

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.

8. **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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

#### **9. INDEMNIFICATION.**

a. To the fullest extent of NRS chapter 41 liability limitations, 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.

**10. 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 any employer-employee or principal-agent, or to otherwise create any liability for any agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

**11. 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.

**12. OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negative, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), 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 joint property of both parties.

**13. 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.


**14. 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.

**15. 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 engage in the cooperative action set forth in paragraph (6).

**16. GOVERNING LAW: JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

**17. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 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, approved by the Office of the Attorney General.

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


  
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CHARLES D. HARVEY, ADMINISTRATOR  
TAXICAB AUTHORITY

10.20.12  
Date


  
\_\_\_\_\_  
ANDREW J. MACKAY, CHAIRMAN  
NEVADA TRANSPORTATION AUTHORITY

10-25-2012  
Date

Approved as to form by:

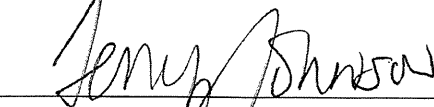
  
\_\_\_\_\_  
Kimberly A. Arguello, Sr. Deputy Attorney General

10/30/12  
Date

  
\_\_\_\_\_  
David W. Newton, Sr. Deputy Attorney General

10/30/12  
Date

IN WITNESS THEREOF, the undersigned has reviewed this Agreement and approves the same.

  
\_\_\_\_\_  
Terry Johnson, Director  
Department of Business and Industry

18 Oct 12  
Date

## ATTACHMENT A

### Scope of Work

Pursuant to NRS 289.340 and 706.231, taxicab field investigators are charged with the duty of assisting in the enforcement of all parts of NRS Chapter 706, including administrative regulations adopted by the Nevada Transportation Authority pursuant to that chapter. Pursuant to NRS 289.320 and 706.176 compliance enforcement officers employed by the Nevada Transportation Authority are charged with enforcement activities to ensure motor carriers are operating in compliance with state statutes and regulations.

Based upon the legislative authority set forth above, the State of Nevada, Department of Business and Industry, Nevada Transportation Authority and Taxicab Authority wish to memorialize their agreement concerning issuance of citations for violations of provisions of NRS and NAC 706.

It is in the best interests of both parties to this Memorandum to ensure the consistent enforcement of NRS and NAC Chapters 706.

The Nevada Transportation Authority agrees to investigate and issue citations for violations of NRS 706.881 through NRS 706.885. Such citations will be issued on Taxicab Authority citation forms and any hearings will be conducted by the Taxicab Authority. The Taxicab Authority agrees to investigate and issue citations regarding the operation of limousines for violations of NRS 706.011 through 706.861 and associated NAC sections. These citations will be issued on Nevada Transportation Authority citation forms and any hearings will be conducted by the Nevada Transportation Authority.

Each party agrees to make its investigators/enforcement officers available for hearings necessitated by the issuance of such citations without subpoenas or payment of witness fees or other expenses, except as otherwise delineated below. Each party agrees to provide reasonable notice of all hearings.

If taxicab field investigators employed by the Taxicab Authority impound a vehicle pursuant to NRS 706.88395, an impound hearing may be conducted at the offices of the Nevada Transportation Authority. All impound hearings will occur no later than the conclusion of the second business day following the impoundment and may be facilitated by a hearing officer employed by the Nevada Transportation Authority. Upon receipt of full payment of any applicable administrative penalty, the hearing officer will issue a letter authorizing the company who performed the tow to release the vehicle to the respondent.

