



# WASHOE COUNTY

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|           |            |
|-----------|------------|
| CM/ACM    | <u>KS</u>  |
| Finance   | <u>DW</u>  |
| DA        | <u>✓</u>   |
| Risk Mgt. | <u>DW</u>  |
| HR        | <u>N/A</u> |
| Clerk     | <u>CS</u>  |

## STAFF REPORT

BOARD MEETING DATE: April 26, 2016

**DATE:** March 25, 2016

**TO:** Board of County Commissioners

**FROM:** Bob Webb, Planning Manager, Planning and Development Division, Community Services Department, 328-3623, [bwebb@washoecounty.us](mailto:bwebb@washoecounty.us)

**THROUGH:** William H. Whitney, Division Director, Planning and Development Community Services Department, 328-3617, [bwhitney@washoecounty.us](mailto:bwhitney@washoecounty.us)

**SUBJECT:** Possible action to approve an Interlocal Agreement For Access to Nevada's Business Portal (also known as SilverFlume) between Washoe County and the Nevada Secretary of State's Office (pursuant to NRS 277.180 and NRS 75A.100 and related sections) which initially will allow manual querying of the Portal and eventually will allow two-way electronic interfacing between the Portal and the regional license and permit platform through Accela, Inc. The electronic interface will allow the public to access and share information online between the SilverFlume system and the regional license and permit platform. The interface will also allow the county to validate and confirm online that an applicant for a county business license has a valid state business registration. (All Commission Districts).

### SUMMARY

The Board of County Commissioners (Board) is asked to consider approving an Interlocal Agreement with the Nevada Secretary of State's Office to access information from the State's Business Portal, also known as SilverFlume. Information from SilverFlume will be placed into the regional license and permit platform so Washoe County can validate that a business license customer has a valid State business registration, and so a business customer can use the SilverFlume information to complete the Washoe County business license application.

Washoe County Strategic Objective supported by this item: Proactive economic development and diversification.

### PREVIOUS ACTION

On March 8, 2016, the Board approved a \$148,000 change order from the regional license and permit program vendor, Accela, to extend the program's contract until the project is ready to go live on August 22, 2106.

AGENDA ITEM # 5.I.2.

On June 17, 2014, the Board approved an Interlocal Cooperative Agreement establishing the regional license and permit program between the Cities of Reno and Sparks, the Washoe County Health District, and Washoe County. At the same meeting, the Board approved a regional license and permit program contract between Washoe County and Accela, Inc. for a total amount of \$1,667,444.32.

### **BACKGROUND**

NRS 76.100 requires any person conducting business in the State of Nevada to obtain a state business registration from the Nevada Secretary of State's Office. The state business registration is required in addition to any Washoe County business license issued for a business operating in the unincorporated County. As part of the business license application process, Washoe County business license staff validates that a person applying for a Washoe County business license possesses a valid state business registration. A Washoe County business license will not be issued or renewed without a current and valid state business registration. The current County business license process is completely through a paper process and is not available on line. County business license staff validates the required state business registration during the initial application process. Licensees attest that they hold a current and valid state business registration when applying to renew a County business license.

NRS 75A.100 requires the Nevada Secretary of State to establish a state business portal to facilitate a person acquiring a state business registration and other State business requirements. This State Law section also:

- Authorizes any local agency to participate in the state business portal once that agency has entered into an agreement with the Secretary of State's Office for access to the portal;
- Requires the Secretary of State's Office to establish common business information to be collected from businesses by the state, by local agencies, and by local health districts which issue business licenses or permits; and,
- Enables any local agency or local health district which issue business licenses or permits to integrate with the portal to collect or disseminate common business information between the portal and the agency/health district's electronic application system.

The state business portal is also known as SilverFlume and enables a person to apply for and obtain their state business registration on-line. A person may also obtain the required Nevada Business and Industry Worker's Compensation eAffirmation of Compliance and the required Nevada Department of Taxation eClearance Compliance through SilverFlume.

One component of the contract with Accela, Inc. for the regional license and permit platform is to establish an electronic interface (connection) between the platform and SilverFlume. Initially, this interface will be one-way from SilverFlume into the platform, but the eventual goal is to make the interface two-way. The SilverFlume interface is a critical component of the regional license and permit program as it will allow:

1. Reno, Sparks or Washoe County business license staff to validate that an application possesses a current and valid state business registration. This validation will occur within the platform and will significantly speed up the process for business registration validation. Currently, business license staff must either see a paper copy of the registration or query SilverFlume on-line as a separate step in the application process to validate the registration.
2. Transfer of an applicant's common business information from SilverFlume into the platform. The information which will be transferred into the platform is outlined in Addendum One to the attached Interlocal Agreement (Attachment A). This information is the same on the Reno, Sparks or County business license application (the three jurisdictions share a single application form) and constitutes the majority of the application requirements. Capturing this information will save a customer from having to enter the information again into the platform. A customer will only have to validate that the information is accurate and then proceed to other parts of the business license application.

The regional license and permit platform project staff from Reno, Sparks and the County contacted the Nevada Secretary of State's Office to start discussions on developing an agreement for the platform to access SilverFlume data and for technical staff to begin work on the actual interface. NRS 277.180 enables public agencies to develop contracts (i.e., agreements) for services if the contract is authorized by law. As noted earlier, NRS 75A.100 requires the Secretary of State's Office to enter into agreements with local agencies for access to SilverFlume. Consequently, the Secretary of State's Office worked with Reno, Sparks and County business license managers and their respective legal counsels to develop the Interlocal Agreement for access to Nevada's Business Portal included as Attachment A to this staff report.

The Interlocal Agreement outlines the various levels of access for Washoe County and its regional partners to SilverFlume.

1. Access Level One provides for manual integration whereby County business license staff log into SilverFlume with certain administrative rights to view business license information in the portal's database. Business license staff is performing this function currently; however, this level of access will provide more information to County staff based on greater administrative rights.
2. Access Level Two provides for automated integration for the regional license and permit platform to query and retrieve information from SilverFlume. The specific information requirements are called "Common Business Registration" (CBR) and are outlined in Addendum One to the Interlocal Agreement. Addendum Two provides technical specifications for the interface between SilverFlume and the platform.
3. Access Level Three allows for two way integration and exchange of information between the platform and SilverFlume. This access level is the ultimate goal of the regional license and permit platform project team, but will occur after the platform's go live date as this functionality is not an identified critical go live event.

Each jurisdiction's elected body is required to enter into a separate agreement with the Secretary of State's Office, so the Interlocal Agreement will be placed on the meeting agendas of the Reno City Council and Sparks City Council for review and approval. Should the Board approve Washoe County's Interlocal Agreement, then the Secretary of State's Office will sign the Agreement afterwards in case the Board requires any changes to the Agreement.

Technical staff from Accela, the three jurisdictions, and the Secretary of State's Office has completed almost all of the programming and connectivity required to provide for Access Level Two. The Secretary of State's Office has granted test inquiries into SilverFlume, even without a signed Interlocal Agreement in place. As of the writing of this staff report, technical staff are testing the interface to ensure it provides the CBR as required.

### **FISCAL IMPACT**

There are no fiscal impacts associated with approval of the Interlocal Agreement. Per the interlocal agreement, the State is providing access to the Portal free of charge. The work performed by Accela to enable the interface between the regional license and permit program and SilverFlume is included in the executed contract with Accela.

### **RECOMMENDATION**

It is recommended that the Board approve an Interlocal Agreement For Access to Nevada's Business Portal (also known as SilverFlume) between Washoe County and with the Nevada Secretary of State's Office (pursuant to NRS 277.180 and NRS 75A.100 and related sections) for access to Nevada's Business Portal, .

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement For Access to Nevada's Business Portal (also known as SilverFlume) between Washoe County and the Nevada Secretary of State's Office for access to Nevada's Business Portal."

Attachments: A. Interlocal Agreement for Access to Nevada's Business Portal with Addendum One and Addendum Two included

cc: Nevada Secretary of State's Office, Attn: Karen Michael (kmichael@sos.nv.gov)  
Michael Champ, City of Reno Business Relations Manager (chaupm@reno.gov)  
Jessica Easler, City of Reno Business License Manager (jeasler@cityofsparks.us)  
Lori Piccinini, Regional License and Permit Platform Project Manager  
(lpiccinini@washoecounty.us)



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

An agreement between the Nevada Secretary of State's Office

and

Washoe County, Nevada

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, Washoe County, Nevada desires access to the Portal for the integration and future exchange of information between SilverFlume and Washoe County's 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 Washoe County, Nevada 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

Washoe County  
Attn: Technical Services Department (Accela)  
(physical address) 1001 E. 9<sup>th</sup> Street  
Reno, NV 89512  
(mailing address) P.O. Box 11130  
Reno, NV 89520-0027  
AccelaRCT@washoecounty.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 non-enforceability 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 any state court 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.** Unless otherwise specifically provided herein, nothing in this Agreement shall be construed to create any third party beneficiaries

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.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

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

SECRETARY OF STATE

WASHOE COUNTY, NEVADA

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form by:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kitty K. Jung, Chair  
Washoe County Commission

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Nathan Edwards  
Deputy District Attorney

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Nancy Parent  
Washoe County Clerk

\_\_\_\_\_  
Date

# ADDENDUM ONE

## SilverFlume Common Business Registration Field List



**Version 1.0**

**March 21, 2016**



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## Revisions

|     |                         |            |                                     |
|-----|-------------------------|------------|-------------------------------------|
| 1.0 | Karen Michael           | 9/22/2015  | List of CBR fields with description |
|     | Reno, Sparks, County    | 12/23/2015 | Proposed edits                      |
|     | Karen Michael, Agencies | 03/11/2016 | Final clean version                 |
|     | Agencies                | 03/21/2016 | Final version                       |
|     |                         |            |                                     |
|     |                         |            |                                     |

## Common Business Registration (CBR) Fields

### Summary

NRS 75A.100 requires the Secretary of State to establish common business registration (CBR) information to be collected from businesses by local agencies and health districts. This data is collected by SilverFlume and distributed to participating agencies to streamline the customers experience.. The Field List shown below provides the CBR information and lists the fields retrieved by the regional license and permits program, as of the date shown on the bottom on this addendum.

### Field List

\*Commercial Recording Public Record

| Field   | Description  | Retrieved from SilverFlume by regional license and permit platform |
|---|--|--|
| <b>General Business Information</b>                                       | <b>1 Per Business</b>  |  |
| *Nevada Business ID   | Public Information ID that is the unique identifier for Nevada businesses.   | Yes  |
| *Business Name  | Name of business   | Yes  |
| *Entity Type  | Public Information that is the type of entity under which the business formed at the NV Sec of State's Office.   | Yes  |
| *Entity Status  | Public Information that is the status of the entity on file with the NV Sec of State's Office.   | Yes  |
| *State Business License Expiration Date                                   | Public Information that is the date the State Business License expires   | Yes  |
| *Company Officers   | Public Information that is the list of public officers for a business entity.  | Yes  |
| NAICS Code  | The list of industry codes associated with a business.   | Yes  |
| Primary Line of Business  | The primary NAICS code associated with a business.   |  |
| Business Description  | The type of business description.  | Yes  |
| Do you have a Nevada location or conduct sales and/or services in Nevada? | This question determines if the business has Nevada operations.<br><br>Answer 'Yes' to this question if your business: 1) Has a physical location in Nevada; 2) Has one or more employees or contractors in Nevada; 3) Conducts sales, marketing or advertising in Nevada; or 4) Sells products or services in Nevada. |  |
| Do you sell goods and/or  | Determines if the business engages in  |  |

|   |   |     |
|---|---|-----|
| services outside of Nevada?   | exports.  |     |
| If so, do you sell goods and services nationally, internationally, or both?   | The type of export sales: international, national or both.  |     |
| If so, what percentage is outside of Nevada?  | % of the business's export  |     |
| Would you like to be contacted by the Governor's Office of Economic Development to learn more about expanding your business with sales and services outside Nevada? | Determines if the customer would like to be contacted by GOED for related programs.   |     |
| Federal Employer Identification Number  | The unique identifier assigned to a business by the Federal government.   | Yes |
| <b>Physical Locations</b>   | <b>0 to Many Physical Locations</b>   |     |
| Primary Location  | Is the physical address at which a headquarters address or a physical address of one or more Nevada locations.  |     |
| Location NAICS Code   | The NAICS codes of the specific location  |     |
| Date You Opened This Location In Nevada   | Date the location opened its doors for business (can be up to 180 days in the future).  | Yes |
| Physical Address  | <p>There may be multiple physical locations associated with a business. If it is a headquarters, the address may be international, but all additional locations must be Nevada locations (we don't track non-Nevada locations). Nevada locations are matched, if applicable, with State GIS systems for additional information.</p> <p>Components of an address include:</p> <p>Address Line 1<br/> Address Line 2<br/> City<br/> State<br/> County<br/> Zip<br/> Country<br/> Jurisdiction<br/> Zoning</p> | Yes |

|   |   |                                    |
|---|---|------------------------------------|
|   | City Assessor Parcel Number<br>Property Ownership   |                                    |
| Mailing Address                               | If different than physical, then:<br><br>Address Line 1<br>Address Line 2<br>City<br>State<br>County<br>Zip<br>Country                                |                                    |
| Business Description                          | The type of business that the specific physical location engages in.  | Yes                                |
| Phone   | The US or International phone number for the location.  | Yes                                |
| Fax   | The US or International phone number for the location.  |                                    |
| Number of Part-Time Employees                 | Number of Part-Time Employees   |                                    |
| Number of Full-Time Employees                 | Number of Full-Time Employees   |                                    |
| Total Number of Employees                     | Total Number of Employees   | Yes                                |
| FFN / DBA                                     | FFN or DBA for the specific physical location   |                                    |
| Non Brick and Mortar Locations                | <b>0 to Many Sales and Services Locations in Nevada</b>   |                                    |
| Jurisdiction(s)                               | All jurisdictions in which a business has operations without a physical address.  |                                    |
| Applicable Regulatory                         | <b>At this time 1 per Business (but this is a change area so that more regulatory licenses may be added)</b>  |                                    |
| Nevada State Contractors Board License Number | If a Contractors industry code is selected, the Contractors License Board or "Not Applicable" if the business is exempted from a Contractors License. |                                    |
| Owner Information                             | <b>1 to Many Per Business</b>   | <b>Yes (all owner information)</b> |
| Type  | <b>Person or Business</b>   |                                    |
| Name  | For person: First Name, Middle Initial, Last Name<br>For business: Name   |                                    |
| Title   | Owner title types   |                                    |
| Percent Owned                                 | Percentage of the business owned by the respective owner  |                                    |
| Address                                       | May be US or International:<br>Address Line 1<br>City   |                                    |

|                               |  |  |
|-------------------------------|--|--|
|                               | State<br>Country   |  |
| Phone                         | May be US or International.  |  |
| <b>Compliance</b>             | <b>0 to Many Per Business</b>  |  |
| Issued State<br>registration? | State business registration compliance<br>information                                      |  |
|                               | A list of all State compliance activities<br>completed by the business via<br>SilverFlume. |  |

# **ADDENDUM TWO**

## **Technical Specifications for the Interface between the Portal (SilverFlume) and the Regional License and Permit Program**



**Version 1.0**

**March 21, 2016**

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## Revisions

|     |                |            |  |
|-----|----------------|------------|--|
| 1.0 | Lori Piccinini | 03/01/2016 | Created Document                         |
|     | Lori Piccinini | 03/18/2016 | Revised tech fields, and patch procedure |
|     | Agencies       | 03/21/2016 | Final version                            |
|     |                |            |  |
|     |                |            |  |
|     |                |            |  |

## Synopsis

### Summary

This Addendum represents how the Regional License and Permit Platform will interface with the State of Nevada Secretary of State Business Portal (SilverFlume) to obtain business licensure details for applicants applying for business licenses in Washoe County, and the cities of Reno and Sparks. The interface should work for a customer applying through Accela's Citizen Access ONE portal (ACA) for a license, or for staff through Accela Automation (AA) either processing a front counter application or for verifying State status.

### Requirements:

1. Accela will develop a one-way interface from the Business Portal (SilverFlume) to AA based on a record inquiry from entering the State ID Field. The information retrieved via this interface will be used to validate that a business license applicant has a valid business registered with the State of Nevada within SilverFlume.
2. The interface must be accessible by the following agencies via AA: Washoe County, the City of Reno, and the City of Sparks, and through ACA by a customer.
3. The interface will be developed by leveraging the SilverFlume's web service.
4. Validation of an acceptable registration via SilverFlume must be performed in real-time during the business license online application process through ACA or through AA..
5. Available business information that is retrieved from SilverFlume will be populated in AA. If the information is not available or not found, a return result of "not available" will be flagged.

### Assumptions

- State business registration compliance information exists in SilverFlume and is available via SilverFlume's web service API.
- There is no requirement to build an interface between AA and the Nevada Taxation Department, as taxation information will be included in SilverFlume or return as not available within SilverFlume.
- There is no requirement to build an interface between AA and the Nevada Industrial Insurance Compliance Agency, as insurance compliance will be included in SilverFlume or return as not available within SilverFlume.
- B&I worker's compensation eAffirmation of Compliance (D-25) information exists in SilverFlume and is available via SilverFlume's web service API.
- NV Department of Taxation eClearance Receipt Compliance information exists in SilverFlume and is available via SilverFlume's web service API.

- The purpose of this interface is to retrieve state business registration information from SilverFlume and populate fields in AA or ACA. This interface itself will not contain business logic to determine if the permit applicant is eligible to proceed with the application process.
- Fields already exist or will be created in AA and ACA to store the licensure details retrieved from SilverFlume.
- Nevada business ID will be used to retrieve the applicant's state registration details. This must be a required field in the online application and must be provided prior to the point where the interface is called.
- The primary fields exchanged by the State and this interface (listed below) will continued to be used by the state and not removed which could result in this interface ceasing to function properly. If changes are made to any fields listed below, The Regional License and Permits Administration team will get notified at least 60 days in advance and be able to test this functionality, and to potentially update or contract services to modify the interface if changes are needed to maintain functionality. This is according to the "State of Nevada Silverflume Policy 11 – Releases – Responsibilities 3 and 4" which state:
  - The State IT Manager III or designee will ensure that all releases are communicated following the Communication Plan, or a custom communication plan if required, and in compliance with the Inter-Local Agreement with partner agencies.
  - The State IT Manager III or designee will ensure that all target release notes are posted according to the Communication Plan at least 60 days in advance and actual release notes are posted according to the Communication Plan immediately following a production release.

## Technical Details of the Interface

### Web Services API

SilverFlume's Web Services API will be used to retrieve pertinent state business registration details. The web service will be accessed from AA or ACA at the beginning of the application process. Accela has hired a third party contractor, sCube Enterprises to develop the interface. There are three methods that Accela allows for accessing the ACP (Accela Civic Platform)

1. Direct Database Access
2. Biz Server/GovXML
3. Construct API

sCube has utilized the method 2 above, the Biz Server/GovXML approach as this has the most robust functionality compared to the API method which is still more limited.

Washoe County has setup a server [wcNvWebSvc (148.186.5.92)] that will host the WAR file to connect to the AA Biz Server (SUPP) in Accela's hosted environment, through Washoe County's VPN tunnel. This interface will initially be setup to test in Accela's SUPP (Development) 192.168.196.57:3080

environment and then be transferred to work in the Accela Production hosted environment (PRD) 192.168.196.62:3080.

The Cities of Reno and Sparks have network access through the County which will allow them to also utilize this same interface in the hosted environment.

### Technical Details

SilverFlume will be accessed via the following web service endpoints:

- Test = <https://nvsilverflumetest.nv.gov/services/public/commonbusinessregistration/v1.0>
- Production = <https://www.nvsilverflume.gov/services/public/commonbusinessregistration/v1.0>

State business registration details will be retrieved using the SilverFlume WSDL details. The following WSDL is available for use:

- Test = <https://nvsilverflumetest.nv.gov/services/public/commonbusinessregistration/v1.0?WSDL>
- Production = <https://www.nvsilverflume.gov/services/public/commonbusinessregistration/v1.0?wsdl>

### Business Registration Details

The below Nevada business registration information is available via SilverFlume's web service. The understanding is that this information is required to be loaded into AA or ACA at the beginning of the application process. Once loaded into AA or ACA, the information will be interrogated to determine if the applicant has a valid Nevada business registration.

### Field List

#### Available Information

- NV Business Registration ID
- Business Name
- Entity Type
- Entity Status
- State Business License Expiration date
- Last Updated By (email)
- Company Officers
- State Business License Compliance Information
- B&I Workers' Compensation eAffirmation of Compliance (D-25) Compliance Information
- NV Dept of Taxation eClearance Receipt Compliance Information
- Federal Employer Identification Number
- Primary NAICS Code
- Business Description
- Owner Information
- Fictitious Firm Name/DBA
- Date Opened in NV
- Total # of Employees
- Total Part-Time Employees

- Total Full-Time Employees
- Physical Address
- Phone
- NV Contractors License Number

### Sample Interface Retrieval of Data

This section will provide visualization of the fields that will be updated via the Silverflume interface into the AA Portlet, AA Fields, ACA or ACA fields that will be updated.

The following screen shots represent how the company officer information will be populated in AA. This includes address details. A line item will be created for each company officer. Company Officer information only needs to be included for entites that are not Sole Proprietor or General Partnerships; for these entities, owner information will be used. NV Contractor License Number will be placed here in the Professional License field also.

Owner Information only needs to be included for entites that are Sole Proprietor or General Partnerships. For other entities, corporate officer information will be used. NV Contractor License Number will be placed here in the Professional License field also.

Contact \* The application requires an active \* License, s/r

New Look Up Staff Search Enable Soundex Search

Contact Type Individual  Organization

Type \* Licensee  Relationship --Select  Primary Yes

NV Business Registration ID

First Name \*  Middle Name  Last Name \*  Home Phone (XXX) XXX-XXXX

Full Name Mobile Phone (XXX) XXX-XXXX

Corporate Name; Business Name  Business Phone (XXX) XXX-XXXX

DBA  Preferred Channel Select

E-mail

Country/Region United States

Record Detail *(This section is required)*

|          |                                |             |           |
|----------|--------------------------------|-------------|-----------|
| Record # | Type                           | Opened Date | Status    |
|          | Licenses/Annual Application/NA | 03/18/2016  | Submitted |

Corporate Name: Business Name

DBA

Description of Business

[Print Application](#)

Address *(This section is required)*

Search  Search Kiva Get Parcel & Owner Address Locator XY GIS Locator GIS

|           |           |             |             |         |
|-----------|-----------|-------------|-------------|---------|
| Street #  | Direction | Street Name | Street Type | Primary |
|           | Select    |             | Select      | Yes     |
| Unit Type | Unit #    |             |             |         |
| Select    |           |             |             |         |
| City      | State     | Zip Code    |             |         |
| SPARKS    | NV        |             |             |         |

Parcel *(This section is not required)*

Search Clear Search Kiva Get Address & Owner GIS

Parcel #

Custom Fields

**SILVERFLUME**

Entity Status

(Text)

State Business Registration Expiration Date

(Date)

State Business Registration Compliance Information

B&I Worker's Compensation eAffirmation of Compliance (D-25) Compliance Info

check spelling

check spelling

NV Department of Taxation eClearance Receipt Compliance Information

Primary NAICS Code

(Text)

check spelling

Total # of Employees

(Number)

**BUSINESS LICENSE INFORMATION**

Business Entity Type \*

Select

Federal Tax ID

(Text)

Business Activity \*

Select

Number of Vehicles

(Number)

Number of Personnel \*

(Number)

Cubic Feet

(Number)

Start Date \*

(Date)

Individuals with Convictions \*

Yes No