

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Secretary of State
Address:	101 N Carson Street, Suite 3
City, State, Zip Code:	Carson City, NV 89701
Contact:	Mark Wlaschin, Deputy Secretary of State for Elections
Phone:	(775) 684-5720
Fax:	(775) 684-5718
Email:	mwlaschin@sos.nv.gov

Public Entity #2:	Washoe County Registrar of Voters
Address:	1001 E Ninth Street, Bldg A, Rm 135
City, State, Zip Code:	Reno, NV 89512-2845
Contact:	Andrew McDonald
Phone:	(775) 328-3670
Fax:	(775) 328-3747
Email:	electionsdepartment@washoecounty.gov

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

WHEREAS, the passage of Assembly Bill 422 during the 2021 Legislative Session directed the Secretary of State to establish and maintain a centralized, top-down database that collects and stores information relating to voter preregistration and registration from all counties and the Office of the Nevada Secretary of State ("SOS") has determined that such services support the integrity of elections in this State and has thus procured such a Voter Registration database, Election Management System, and associated equipment from KNOWiNK to be deployed at Washoe County ("County"), subject to the terms and conditions set forth in a written contract between SOS and KNOWiNK, and

WHEREAS, the SOS and County wish to enter into this contract to further set forth the duties and obligations of the parties.

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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2. DEFINITIONS.

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.
Voter Registration Database	An electronic storage system developed and administered by the SOS that contains the official voter registration record for every voter in the state.
Election Management System	Software application used to configure, program, and report election results from voting system components, including the ballot definition and the election reporting subsystem. The election management system will provide utilities for election administration tasks.
Electronic Rosters	Electronic voter check-in and verification equipment.
Statewide Voter Registration list	A computerized statewide voter registration list is a single, uniform, centralized, interactive computerized voter registration list that is technically and functionally able to perform task within a state for all.
Change Order	A form of agreement or transaction document amending services and/or system.
Enhancements	Improvements to or additional components of the services or that add functionality.

3. COUNTY RESPONSIBILITIES.

The County hereby agrees that it will undertake the following:

- A. The County shall be responsible beginning in fiscal year 2027 for the cost to maintain the KNOWiNK ePulse, ABM (Apple Business Management) and Poll Pads.
- B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. The County shall be responsible for payment of damaged poll pads, flip stands, printers, and transport cases. They will also be responsible for replacement stylus’, replacement accessories, and replacement paper.
- C. The County shall be responsible for any cellular and/or wireless data usage provided by the State, utilized outside of an election. An amendment to this interlocal will be executed to increase the total contract amount to cover the data used.
- D. The Counties shall be responsible for paying their respective rate based upon a tiered rate cost structure (Attachment A) to maintain KNOWiNK Total Vote EM system beginning in fiscal year 2027.
- E. The County shall purchase scanners that are compatible with the KNOWiNK TotalVote EM system to scan paper applications for processing, if applicable.

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F. During the period that the County is receiving Services, the County agrees to provide the following:

1. County will be responsible for voter registration and voter list maintenance in combination with the SOS and its required government contracts for voter registration integration.
2. Require staff who have access to the centralized voter registration database to use and maintain MFA (Multi-Factor Authentication) when accessing the States centralized voter registration database.
3. Provide adequate security to prevent unauthorized access from altering the State Voter Registration List.
4. Access protocols to identify appropriate classes of authorized users. This will be based on the definition of roles in the application structure provided by the State.
5. Written notification to State of any requested enhancements or change orders to the KNOWiNK Total Vote and ePulse-Poll Pad system so they may be reviewed for approval by the Secretary of State and prioritized as necessary.
6. The County shall provide active involvement with the State and KNOWiNK to resolve any tickets requiring County input or action; and
7. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

4. STATE RESPONSIBILITIES.

As consideration for the services provided to the County, the SOS agrees to the following:

- A. The SOS shall pay to KNOWiNK the costs for such services as set forth in the contract between KNOWiNK and the SOS. The parties acknowledge that the SOS will be solely responsible for payment of the costs of all services provided to the County under this Contract.
- B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. After the initial purchase it will be the responsibility of the County to pay for additional hardware.
- C. The SOS will cover the initial costs of the contract which will not exceed the end of fiscal year 2026. Beginning in fiscal year 2027 of the Contract, County will be responsible for their respective rate, payable each fiscal year, of the contract for continued maintenance and licensing fees, hosting fees, and data usage of the voter registration database. This respective rate is based upon a tiered rate cost structure (as reflected in Attachment A).
- D. The SOS will review county requests for additional modules, enhancements, and modifications to the system. If the additional modules will be used by 2 or more counties then the SOS will pay the costs of the implementation of the modules and associated training.
- E. The SOS will pay the cost to provide technical support and training of the KNOWiNK EM system as needed .

5. INFORMATION SHARING

As a condition to receiving the services specified in this Contract, the County acknowledges and agrees that KNOWiNK:

- A. Shall timely share all incident notification reports developed involving the County as part of the service with the SOS during the term of this Contract; and
- B. Shall have the right to disclose relevant aspects of information identified as part of the services to its officers and employees and to KNOWiNK's federal partners if they agree to maintain the confidentiality of the information.

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6. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Termination*.

Effective From:	Upon Approval	To:	June 30, 2028
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7. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 6, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
8. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
9. **INCORPORATED DOCUMENTS.** The parties agree that this Contract is inclusive of the following Attachments. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	County and Party Active Voters Tiered Cost Structure
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

10. **CONSIDERATION.** The parties agree that the services specified in *Section 9, Incorporated Documents* at a cost as noted below:

\$119,000.00	per	fiscal year. Payable upon receipt of the invoice as invoiced by the Secretary of State.
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Total Contract Not to Exceed:	\$238,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

11. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
12. **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 document 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.

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- 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 Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
13. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
14. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State or County breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
15. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
16. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
17. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
21. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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22. **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.
23. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
25. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 9, Incorporated Documents*.
26. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
27. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Nevada Secretary of State Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On:

Date

ATTACHMENT A



Office of Nevada Secretary of State
Voter Registration Statistics
10/01/2025
All Voters by County & Party

County Name	Democratic	Republican	Independent American Party	Libertarian	Non-partisan	Other	Total	THIS IS WHAT WE ASKED PRIOR	THIS IS THE NEWLY PROPOSED TIERED AMOUNT
Carson City	10,670	16,823	2,296	518	15,896	561	46,764	\$ 50,999.24	\$ 25,000.00
Churchill	2,424	10,158	950	207	7,255	243	21,237	\$ 22,784.25	\$ 10,000.00
Clark	513,742	413,039	71,705	11,587	673,591	31,523	1,715,187		\$ 525,000.00
Douglas	8,050	22,842	2,121	442	12,601	498	46,554	\$ 51,270.33	\$ 25,000.00
Elko	3,854	17,374	1,602	369	12,105	321	35,625	\$ 39,914.98	\$ 25,000.00
Esmeralda	56	363	40	11	190	9	669	\$ 710.12	\$ 1,000.00
Eureka	74	850	68	10	361	13	1,376	\$ 1,550.85	\$ 1,000.00
Humboldt	1,416	6,231	507	107	3,886	103	12,250	\$ 13,092.80	\$ 10,000.00
Lander	418	2,314	155	38	1,156	27	4,108	\$ 4,363.90	\$ 2,500.00
Lincoln	349	2,146	182	25	784	40	3,526	\$ 3,778.90	\$ 1,000.00
Lyon	7,592	23,259	2,773	603	19,734	599	54,560	\$ 58,531.79	\$ 25,000.00
Mineral	616	1,214	161	21	1,155	10	3,177	\$ 4,102.68	\$ 1,000.00
Nye	7,064	18,780	2,598	415	18,375	918	48,150	\$ 49,638.26	\$ 25,000.00
Pershing	521	1,845	166	20	1,189	32	3,773	\$ 4,086.22	\$ 1,000.00
Storey	678	2,006	219	57	1,381	39	4,380	\$ 4,692.07	\$ 2,500.00
Washoe	105,481	114,460	17,677	3,853	129,615	7,206	378,292	\$ 432,871.20	\$ 119,000.00
White Pine	703	3,035	331	40	1,875	52	6,036	\$ 6,473.41	\$ 2,500.00
Total	663,708	656,739	103,551	18,323	901,149	42,194	2,385,664	\$ 748,861.00	\$ 801,500.00

This report has been generated from Nevada's statewide voter registration database. The transmission of registration information between the counties and the statewide database does not take place in real time.

Due to this turnaround time, the numbers reflected in this report may not exactly duplicate the registration numbers reflected in the county database at the precise moment such reports are generated.

"Active registration" status means a current registration of a voter in the official register, entitling such voter to voter in the manner provided pursuant to NRS 293.017.

"Inactive voter" means a voter designated as inactive pursuant to NRS 293.530 whose registration has not been cancelled.

Tiers Reflecting Interlocal Costs by Number of

Registered Voters

>500k: \$525,000

Clark

>100k: \$119,000

Washoe

<100k - >25k: \$25,000

Lyon

Douglas

Carson City

Nye

Elko

<25k - >8k: \$10,000

Churchill

Humboldt

<8k - >4k: \$2,500

White Pine

Lander

Storey

>4k: \$1,000

Mineral

Pershing

Lincoln

Eureka