

FLEET AGREEMENT FOR PARTICIPATION IN THE CONTINUOUS MONITORING OF MOTOR VEHICLES

State of _____)
County of _____) §

Being first duly sworn under penalty of perjury _____ hereby state:
Business Name of Fleet Participant

Purpose

The purposes of this agreement is to clearly identify the roles and responsibilities of each party as they relate to Fleets who participate in a voluntary program to electronically monitor vehicle emissions to comply with current statutory requirements. See [NRS 445B.767](#), [NAC 445B.602](#), and [NAC 445B.603](#).

Conditions of Participation in the Continuous Monitoring of Motor Vehicles

To participate in this program, Fleet Participants of continuous electronic monitoring of vehicle emission technology must demonstrate that they meet the following criteria:

_____ understands and agrees to purchase a Vehicle Inspection Report
Business Name of Fleet Participant
(VIR) from the Certified Service Provider for each participating vehicle at the time of vehicle enrollment.

_____, understands and agrees to purchase a VIR from the Certified
Business Name of Fleet Participant
Service Provider for each participating vehicle at the time of re-enrollment for each vehicle.

_____, understands and agrees that any participating vehicle must be
Business Name of Fleet Participant
gasoline powered with a model year of 2008 or newer, have a gross vehicle weight rating of 14,000 lbs. or less, and be equipped with United States Environmental Protection Agency (USEPA) approved Onboard Diagnostics System (OBD-II) with Data Link Connector (DLC) that permits electronic monitoring for the following required vehicle elements:

1. Service Provider ID; Device Model Number; Device Serial Number; Electronic Vehicle Identification Number (EVIN); Date of Data Collection; Time of Data Collection; Communications Protocol; Malfunction Indicator Lamp (MIL) Commanded Status; all eleven OBD-II Monitor Statuses; Engine Revolutions Per Minute (RPM); all Parameter Identification Data (PID) Counts; Powertrain Control Module Identification Data (PCM ID); Calibration Identification Data (ID); Calibration Verification Number (CVN); all Active, Pending, and Permanent Diagnostic Trouble Codes (DTC's); Active and Pending Diagnostic Trouble Code Count; Distance Travelled while MIL is commanded on; Number of Warm-Ups since DTC cleared; Engine Runtime in Minutes while MIL commanded on; Time since Diagnostic Trouble

Codes cleared; Device Status; Device Firmware Number; all supported PIDs.

2. Additional parameters as the Department of Motor Vehicles (DMV) shall designate.

_____, understands and agrees that any participating vehicle must be
Business Name of Fleet Participant
gasoline powered with a gross vehicle weight rating of 14,000 lbs. or less.

_____, understands and agrees that the continuous monitoring device
Business Name of Fleet Participant
must be connected to the onboard diagnostic Data Link Connector (DLC).

_____, understands and agrees that the continuous monitoring device
Business Name of Fleet Participant
must not be removed from the onboard diagnostic DLC.

_____, understands and agrees that any participating vehicle must
Business Name of Fleet Participant
have a valid Nevada Registration.

_____, understands and agrees that any participating vehicle cannot be
Business Name of Fleet Participant
enrolled on the date that vehicle registration is due.

_____, understands and agrees that any participating vehicle must be
Business Name of Fleet Participant
enrolled into Continuous Monitoring by a Certified Service Provider.

_____, understands and agrees that any participating vehicle must be
Business Name of Fleet Participant
electronically fingerprinted by the Certified Service Provider within 15 days of enrollment.

_____, understands and agrees to provide their physical address,
Business Name of Fleet Participant
mailing address, e-mail address, and telephone number to the DMV.

_____, understands and agrees to complete an Application for
Business Name of Fleet Participant
participation in the Continuous Monitoring of Motor Vehicles (EC-076) that must be submitted to the DMV.

Electronic Notifications

Electronic notifications will be sent to the Fleet Participant regarding certain vehicle conditions.

_____, understands and agrees to the receipt of electronic
Business Name of Fleet Participant
notifications regarding the following vehicle conditions:

1. **Presence of anomalous data** – The vehicle must obtain a physical inspection by the DMV. The initial notification is immediately sent by the DMV when the presence of anomalous data occurs, requesting that the vehicle be inspected within fourteen days. If the vehicle does not receive a physical inspection by the DMV within seven days of the initial notification, a second notification is sent by the DMV requesting that the vehicle obtain a physical inspection within seven days. This notification will advise the recipient that if the vehicle does not receive a physical inspection by the DMV, it will be terminated by the DMV from the program. If the vehicle does not receive a physical inspection by the DMV within fourteen days of the initial notification, a final notification is sent fourteen days after the initial notification advising that the vehicle has been terminated from the program by the DMV and must have a physical inspection by the DMV.
2. **MIL On** – In the event that the MIL is commanded on, an initial notification will be immediately sent by the DMV advising that a diagnosis and repair of fault is required to be completed by an authorized station within forty-five days. See NRS 445B.710 (defining an “Authorized station”). If the MIL remains on within thirty days from the initial notification, a second notification is sent by the DMV advising the continued need for action within fifteen days. This notification advises that if the fingerprint of the vehicle has changed, the vehicle must obtain a physical inspection within fifteen days. If the MIL remains on within forty-five days from the initial notification, a final notification is sent by the DMV forty-five days after the initial notification advising that the vehicle has been terminated from the program and must have a physical inspection by the DMV.
3. **Lack of Vehicle Reporting** – A valid electronic record of all required vehicle elements must be received from the vehicle. The initial notification is sent by the DMV after fourteen consecutive days without receipt of vehicle data. This notification includes instruction on how to get reporting to occur and how to contact the program administrator if the vehicle is not in use or is out of the area. This notification will advise that the vehicle must continuously report data in order to continue to participate in the program. If vehicle data is not received thirty days from the initial notification, a second notification is sent by the DMV advising that vehicle data indicating the continued lack of reporting data without a valid explanation. This notification will advise that the vehicle must continuously report data in order to continue to participate in the program. If vehicle data is not received within sixty days from the second notification, a final notification is sent by the DMV ninety days after the initial notification, advising that the vehicle has been terminated from the program and must have a physical inspection by the DMV.
4. **Failure to achieve readiness** – Monitor readiness must be achieved (all supported monitors reporting ready). The initial notification is sent by the DMV when adequate readiness has not been seen within the prior ten days. This notification advises that readiness has not been seen within the last ten days and provides information on how to increase chances of monitor operation. If monitor readiness is not achieved within twenty days from the initial notification, a second notification is sent by the DMV advising that the vehicle should be inspected at a DMV

Emission Control Lab. If monitor readiness is not achieved within thirty days from the second notification, a final notification is sent by the DMV advising that the vehicle will be terminated from the program if monitor readiness is not achieved within twenty-one days of the notice.

Duration of Collaboration Period

_____, understands and agrees that once all requirements are met,
Business Name of Fleet Participant
this agreement will be in effect until such time that the Fleet Participant requests to cancel participation or until such time as the DMV denies or terminates a Fleet Participant or the participating vehicles from the program as provided below.

_____, understands and agrees that a request for cancellation of
Business Name of Fleet Participant
participation in the continuous monitoring of motor vehicles must be made by the principal of the participating Fleet company.

This request is completed by submitting a Cancellation of Participation in the Continuous Monitoring of Motor Vehicles Form EC-078 to the DMV.

Termination of Participation: Authority of DMV

_____, understands and agrees that the DMV may deny or terminate
Business Name of Fleet Participant
a Fleet Participant or any participating vehicle from the program.

Grounds for denial or termination include:

1. Vehicle does not meet participation requirements.
2. Failure to provide subject vehicle(s) for a physical inspection if the presence of anomalous data occurs.
3. Evidence exists which indicates a vehicle's emission control system or electronic monitoring device or system has been manipulated, disconnected or tampered in any manner to allow transmittal of erroneous or fraudulent information.
4. Failure to correct a MIL Commanded On status to a MIL Commanded Off status.
5. Failure of the data management system to communicate with the enrolled vehicle and to report accurate and complete information from the vehicle.
6. Failure of a vehicle to achieve readiness status.

Confidentiality

_____ has read, fully understands and agrees to abide by the current
_____ **Business Name of Fleet Participant**
laws and regulations in effect and hereinafter enacted or adopted regarding the manner in which
personal information from the DMV driver's license and registration files and records may be
obtained and the limited uses which are permitted.

_____, understands that any sale or disclosure of information
_____ **Business Name of Fleet Participant**
obtained from the DMV driver's license and registration files and records must be in accordance with
the provisions of this section. Specifically, that the Fleet Participant must keep records of such sale
or disclosure for five years for DMV inspection, and that such sale or disclosure may only be for use
permitted under law.

_____, understands that a record will be maintained by the DMV of
_____ **Business Name of Fleet Participant**
any requested information.

_____, understands that a violation of the provisions of [NRS 481.063](#)
_____ **Business Name of Fleet Participant**
is a criminal offense. Specifically, [NRS 481.063](#) provides that it is unlawful to make a false
representation to obtain any information from the DMV, or to knowingly obtain or disclose any
information from the files or records of the DMV for any use not permitted by the provisions of this
chapter.

_____, understands and agrees that all data, information, reports,
_____ **Business Name of Fleet Participant**
tests, manuals, instructions, plans, system designs, computer codes, and any documents or
drawings received from the DMV, or created by the Fleet Participant as necessary to render
performance under this Agreement, must be kept strictly confidential. Except for the sharing of
information among law enforcement agencies for law enforcement purposes, the Fleet Participant
agrees to not disclose any of the confidential items to a person who is not a party to this agreement
absent the express written consent of the DMV. The Fleet Participant further understands and
agrees that the DMV may be required to disclose, in certain instances, some of the above items in
compliance with Nevada Public Records Law, and these instances do not change the obligations of
the Fleet Participant to maintain confidentiality as set out above.

The confidential items, as set out above, specifically include, but are not limited to, the following
items:

1. Information regarding security passwords, security access codes, and security programs; access
codes for software applications; and security procedures, processes and recovery plans;
2. Specific data collected in preparation of or essential to the DMV's business;
3. Security testing results, especially if the results identify specific system vulnerabilities.



_____, understands and agrees this confidentiality provision's
Business Name of Fleet Participant

purpose is to prevent public disclosure that may have an impact on public safety or security, including but not limited to security of personal information.

_____, further understands and agrees to indemnify, hold harmless,
Business Name of Fleet Participant
and defend the DMV from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney fees and costs, based on the Fleet Participants release of the aforementioned items.

_____, understands and agrees that if some of the above items must
Business Name of Fleet Participant
be disclosed to a third party, the DMV and the third party must agree, in writing, to the terms of the disclosure.

_____, understands and agrees that the terms of this provision shall
Business Name of Fleet Participant
survive the completion of performance under this Agreement and/or the termination of this Agreement.

The signature from the authorized company representative binds the company to the terms of this Agreement.

DATED this _____ day of _____, (20 ____)

_____ Signature of Company Representative	_____ Printed Name of Company Representative
_____ Title (if applicable)	_____ Printed Business Name of Fleet Participant

Signed and sworn to me this

_____ day of _____, (20 ____)

By _____

NOTARY PUBLIC