

ASSIGNMENT OF CONTRACT

Between the State of Nevada
Acting By and Through Its

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Acting By and Through Its

Department of Motor Vehicles and Public Safety

Contact Monitor: Kimberly Evans, Public Information Officer

555 Wright Way, Carson City, NV 89711-0900

(775) 684-4554 office (775) 684-4521 facsimile

and

Deen + Black

("Assignee")

successor in interest to

Ogilvy Public Relations World Wide

("Assignor")

Contact Person: Dawn Wilcox

2049 Century Park East, Suite 900

Los Angeles, CA 90067

TEL (310) 407-7920

1. **AMENDMENTS.** All provisions of the original contract dated March 8, 2000 remain in full force and effect with the exception of the following:

a. **Assignment.** Assignor, for and in consideration of the sum of one dollar (\$1), hereby transfers, assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

b. **State Assent.** The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.

c. **Notice.** All notices or other communications required or permitted to be given under the original contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the Assignee at the address set forth above.

d. **Insurance.** Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:

- i) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
- ii) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.

- To add \$50,000.00 to the existing contract for public information project Motor Carrier Safety Assistance Program (MCSAP).

Project description: Ogilvy PR will produce a 4-5 minute video that explains the "No-Zone, Share the Road" traffic safety issue. The video will be shown to customers at the 5 DMV metro offices. Each metro office has a TV/VCR unit strategically mounted in high customer traffic areas, so exposure of this information to the thousands of Nevadans doing business with the DMV will be extremely high. Additionally, the project will include the production of supporting materials with the same theme. These materials may include posters, table tents and/or flyers.

Project Completion Date: September 30, 2001

This project will be paid through budget account 4721/Category 58.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment.

3. REQUIRED APPROVAL. This assignment of and amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this assignment of and amendment to the original contract to be signed and intend to be legally bound thereby.

Signature on behalf of Assignor (Ogilvy PR World Wide) Date

Title

Signature on behalf of Assignee (Deen + Black) Date

Title

Signature on behalf of the Contracting Agency Date

Director, Department of Motor Vehicles and Public Safety
Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)