

Assessor's Parcel Number: N/A

Date: JULY 20, 2018

Recording Requested By:

Name: WENDY LANG, HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

AGREEMENT #2018.165
(Title of Document)

FILED

NO. 2018-165

2018 JUL 20 AM 10:42

AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO
AND Douglas County

DOUGLAS COUNTY
CLARK
[Signature]

THIS AGREEMENT is a professional services education contract made and entered into between THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO EXTENDED STUDIES (hereinafter called "University") and Douglas County (hereinafter called "Sponsor") as allowed per NRS 332.115. The University will use its best efforts in undertaking the program as set forth below for Sponsor:

Article I - Statement of Work

The University will use its best efforts to produce the work for the project entitled Douglas County Leadership Academy Level I, and Douglas County Leadership Academy Level II as outlined in Exhibits A, B, and C of this Agreement.

Article II - Project Director

The project will be under the direction of Shera Alberti-Annunzio, who is employed by the University. If for any reason she is unable to continue to serve as Project Director and a successor acceptable to both the University and the Sponsor is not available, this Agreement shall be terminated as provided in Article VI.

Article III - Price

It is understood and agreed that the professional training courses will be provided by the University at a cost not to exceed fifty-thousand dollars (\$50,000.00) in any fiscal year. The Sponsor will pay a flat fee per course for up to 20 individuals in Level I of the Douglas County Leadership Academy as listed below.

Level I Courses:

Managing & Supervising People	\$5,500
Effective Communication Skills	\$5,500
Legal Aspects and Liability Issues	\$5,500
Effective Discipline & Documentation	\$2,750

An additional fee of \$500 will be assessed for the design, facilitation, and implementation of a Pre/Post test for all participants in Level I.

Total Cost for up to 20 participants for Level I + Pre/Post Test is \$19,750

It is understood and agreed that the Sponsor will pay a flat fee per course for up to 15 individuals in Level II of the Douglas County Leadership Academy as listed below.

Level II Courses:

Problem Solving: Creating Solutions	\$2,500
Critical Skills for Supervisors: Managing Today's Workforce	\$2,500

Managing Organizational Conflict	\$2,500
Coaching Skills for Managers	\$2,500

An additional fee of \$500 will be assessed for the design, facilitation, and implementation of a Pre/Post test for all participants in Level II.

Total Cost for up to 15 participants for Level II + Pre/Post Test is \$10,500

The Sponsor shall provide a \$2,500 deposit upon acceptance of this contract to be paid within thirty (30) days of signing. The deposit will be applied to the invoice for the first course.

Payment is expected within 30 days of receipt of invoice and all courses shall be invoiced within 30 days of completion of each course.

Checks must be made payable to "The Board of Regents" and mailed to the address below.

UNR Extended Studies
 Attn: Shera Alberti-Annunzio
 18600 Wedge Parkway, Bldg. A.
 Reno, NV 89511

Please include the invoice number and course name on the check.

Payments via Wire Transfer may be made using the following information:

ABA/ACH number is 122400724
 Bank Account Number is 5011455966
 Routing number for incoming wires ABA number is 026009593
 Swift Code is BOFAUS3N
 Bank address is 401 South Virginia Street, Reno, NV 89502
 The bank helpline is 1-888-589-3473

Please include the invoice number and course name as a reference.

Article IV - Intellectual Property

Any intellectual property resulting from this Agreement belongs to the University and shall be disposed of in the manner determined by the University.

Article V - Period

It is understood and agreed that the courses for Level I and Level II will be offered between July 1, 2018 and August 31, 2019. Level II courses will begin after the first Level I program has been completed. The exact course schedule, dates, location, and times, will be determined by Douglas County and UNR Extended Studies based on availability of instructors. This Agreement may be renewed annually on a fiscal year basis for up to three years from acceptance of this contract not to exceed June 30, 2021. In no event, will this agreement extend beyond June 30, 2021. Sponsor must notify the University in writing of its intent to renew for the following fiscal year prior to June 30, 2019, 2020 or 2021.

Article VI - Termination

It is understood and agreed that this project may only be terminated by either party upon thirty (30) days written notice. In the event of termination by the Sponsor, the Sponsor will pay the University a

cancellation charge of fifteen percent (15%), based on work commenced and/or completed and expenses incurred. In the event of termination by the University, the Sponsor shall receive a refund of the contract price less any expenses incurred for courses already provided by the University.

Article VIII - Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article IX - Governing Law

This Agreement will be governed by the laws of the State of Nevada. Any disputes arising under this Agreement shall be resolved in the appropriate jurisdiction.

Douglas County agrees to comply with the Gramm-Leach-Bliley Compliance attached as Exhibit A. This Agreement contains the complete understanding of the parties hereto and is not assignable.

If one or more of the provisions of the Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provision shall in no way be affected or impaired thereby.

University shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

University agrees to maintain required workers compensation coverage and industrial insurance coverage throughout the entire term of this Agreement.

Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either the University or Douglas County.

All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:

Douglas County
Attn: Human Resources Director
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9860

To University:

UNR –Extended Studies
Attn: Shera Alberti-Annunzio
Redfield Campus, 18600 Wedge Parkway, Bldg. A
Reno, NV 89511

Article X - Indemnity Statement

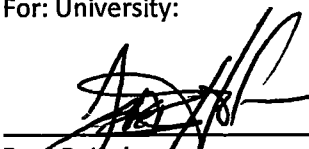
To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") shall indemnify, defend and hold harmless Douglas County from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of the agreement. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.0305 to \$100,000.00 per cause of action.

Douglas County shall indemnify, defend and hold harmless the University, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Douglas County or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.


Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be obligated to indemnify the other Party with respect to (i) any indirect, incidental or consequential damages or for the lost profits, lost revenues of damage to goodwill or reputation or (ii) any claim arising solely from intentional, grossly negligent, reckless or negligent act of the party seeking indemnification.

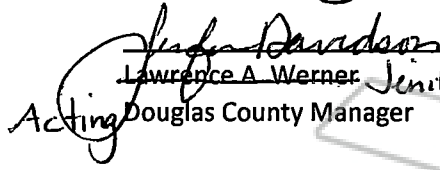
{Signatures on the following page}

For: University:

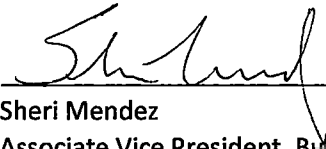
 7/9/18
Fred B. Holman Date
Vice Provost, Extended Studies
University of Nevada, Reno

For: Douglas County

 7/2/18
Wendy Hays Date
Douglas County Representative

 7/2/18
Jennifer Davidson Date
Acting Douglas County Manager
~~Lawrence A. Werner~~

For: THE BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO

 7/12/18
Sheri Mendez Date
Associate Vice President, Business and Finance
University of Nevada, Reno

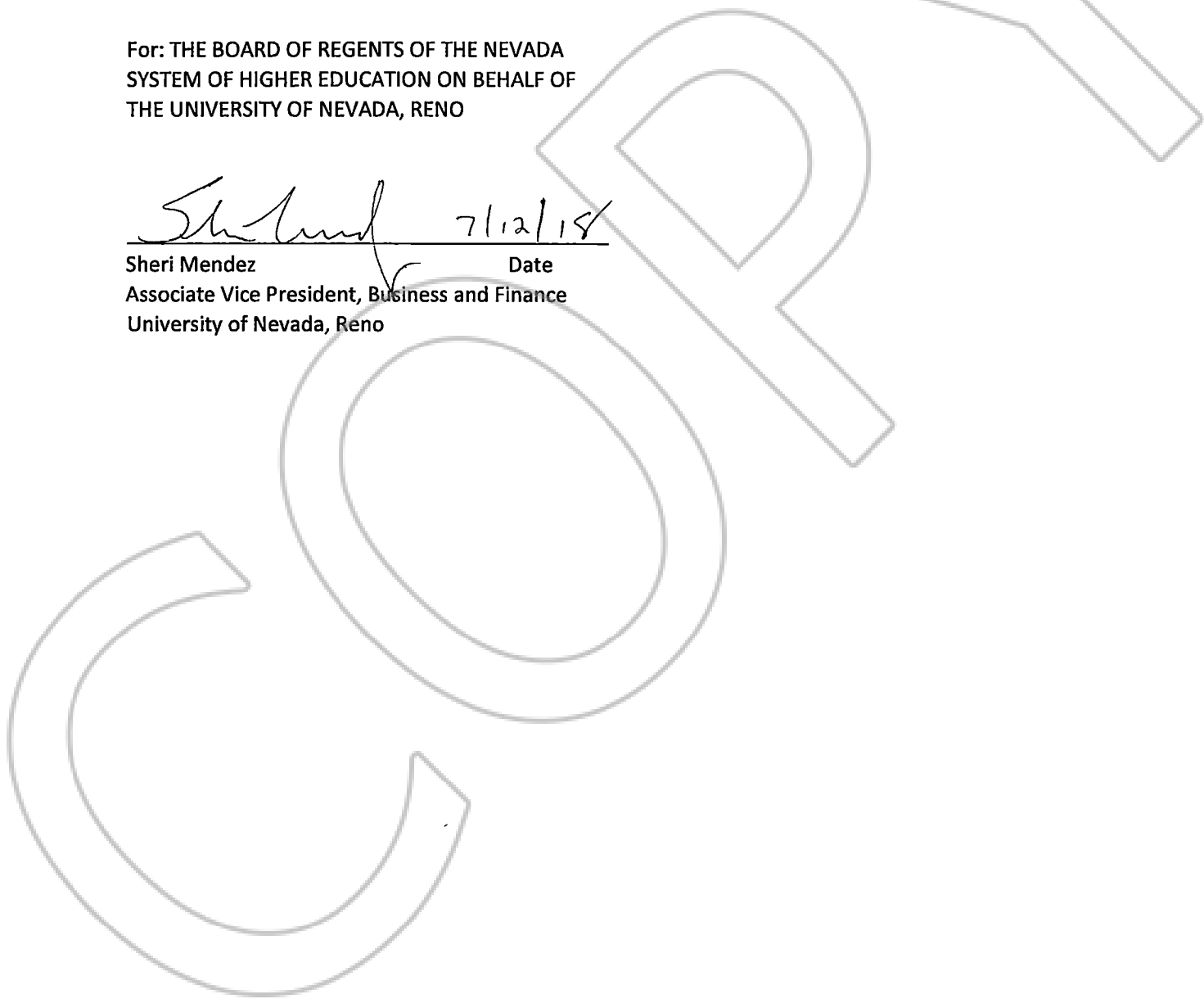


EXHIBIT A

Gramm-Leach-Bliley Compliance

In performing the services under this contract, as applicable, the vendor may receive, maintain, process, or otherwise have access to confidential information on students, alumni, employees, and/or patrons (each a "customer") of the Board of Regents of the Nevada System of Higher Education ("NSHE").

Pursuant to the Gramm-Leach-Bliley Act (Pub.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314), the vendor shall implement and maintain a written Information Security Program ("Program") in order to protect such confidential customer information. Confidential customer information is defined as "any record containing nonpublic personal information as defined in 16 CFR §313(n) about a customer . . . whether in paper, electronic, or other form". See 16 CFR §314.2(b). Examples of nonpublic personal information include without limitation customer name, address, phone number, social security number, bank and credit card account numbers, and student identification numbers.

The safeguards that the vendor must implement under the Program shall comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives identified in 16 CFR §314.3(b), namely to: (a) ensure the security and confidentiality of customer records and information; (b) protect against any anticipated threats or hazards to the security or integrity of such records and information; and (c) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.

Without limiting the foregoing, the vendor shall restrict access to and use of confidential customer information to those of vendor's employees having a need to know the same in order to perform vendor's obligations under this contract. The vendor further shall protect the confidential customer information it accesses according to commercially reasonable standards and no less rigorously than it protects its own customers' confidential information.

The vendor shall destroy any confidential customer information disclosed to it under this contract, including any backups or copies, upon the termination of this contract or when the information is no longer required by the vendor to provide the services under this contract, whichever comes first.

The vendor acknowledges and agrees that a breach or violation of the covenants contained in this section will have an irreparable, material, and adverse effect upon the NSHE and that damages arising from any such breach or violation may be difficult to ascertain. Without limiting any other remedy at law or in equity available to the NSHE, and notwithstanding anything to the contrary in this contract, in the event of a breach of the covenants contained in this section by the vendor, or its employees or agents, the vendor stipulates and agrees that the NSHE shall have the right to any or all of the following cumulative remedies: (a) immediately terminate this contract without penalty to the NSHE of any kind whatsoever; (b) obtain injunctive relief, without the necessity of posting bond, in order to prevent or remedy breach of this section; and (c) seek such other and further relief as may be available to the NSHE at law or in equity.

The books, records, documents, and procedures and practices of the vendor relevant to its compliance with this section shall be subject to inspection, examination, and audit by NSHE and its agents throughout the term of this contract and for three (3) years after its completion. The vendor's obligations under this section shall survive any termination of this contract.

EXHIBIT B

DOUGLAS COUNTY

LEADERSHIP ACADEMY – LEVEL I AND LEVEL II

The Douglas County Leadership Academy Level I and Level II has been developed to provide leadership and management skills.

Level I of the Leadership Academy consists of four (4) required courses. All courses provide participants with knowledge, skills, and techniques necessary to manage people. They will focus on coordinating the supervisor's strengths and abilities with those of others to effectively and efficiently apply management fundamentals in an oversight role. By sharing experiences, all participants have the opportunity to learn how their peers deal with common concerns.

The four (4) courses below are required to complete Level I. Courses may be taken in any order.

- | | | |
|--|------------------------|---------|
| • Managing & Supervising People | 2 day 12 contact hours | \$5,500 |
| • Effective Communication Skills | 2 day 12 contact hours | \$5,500 |
| • Legal Aspects and Liability Issues | 2 day 12 contact hours | \$5,500 |
| • Effective Discipline & Documentation | 1 day 6 contact hours | \$2,750 |

Additional requirement: Pre/Post Test Level I

- | | | |
|--|--|--------|
| • Design, facilitation, implementation | | \$ 500 |
|--|--|--------|

Level II of the Leadership Academy consists of four (4) required courses. All courses provide participants with advanced knowledge, skills, and techniques necessary to manage people. They will focus on critical thinking, problem solving, and coaching skills to enhance the supervisor's strengths and abilities to effectively lead employees. These interactive courses allow participants to practice skills and learn how others deal with similar situations.

The four (4) courses below are required to complete Level II. Courses may be taken in any order.

- | | | |
|---------------------------------------|-----------------------|---------|
| • Problem Solving: Creating Solutions | 1 day 6 contact hours | \$2,500 |
| • Critical Skills for Supervisors | 1 day 6 contact hours | \$2,500 |
| • Managing Organizational Conflict | 1 day 6 contact hours | \$2,500 |
| • Coaching Skills for Managers* | 1 day 6 contact hours | \$2,500 |

Additional requirement: Pre/Post Test Level I

- | | | |
|--|--|--------|
| • Design, facilitation, implementation | | \$ 500 |
|--|--|--------|

Format:

Extended Studies will give priority to Douglas County preferred dates; however, instructor availability will be taken into consideration. The first course will begin upon mutual agreement between Douglas County and UNR Extended Studies. A 15-minute program orientation is recommended before the first course is offered. An orientation can address program format, answers questions, and allow upper management to reiterate their commitment to the program and professional development as a whole.

Pre/Post Test:

All participants in the program will be required to complete a pre-test prior to beginning of Level I or Level II of the Leadership Academy and a post-test upon completion of their final course.

This test will be designed and facilitated by Extended Studies in conjunction with the instructors and will focus on content provided in each training. Extended Studies and Douglas County will determine the method of distribution to participants.

Audience:

Supervisors, managers, and directors or any personnel identified by Douglas County.

Participants:

Level I: This proposal is submitted for 20 participants per course. More participants may attend for an additional fee of \$135 per student for a one-day, 6-hour course and \$250 per student for a two-day, 12-hour course. It is recommended no more than 25 attendees be in any given session.

Level II: This proposal is submitted for a 15 participants per course. More participants may attend for an additional fee. More participants may attend for an additional fee of \$135 per student for a one-day, 6-hour. It is recommended no more than 25 attendees be in any given session

Location:

All courses will be held at a location determined by Douglas County.

Price:

Level I

\$19,750.00 — Should enrollments exceed **20** participants, an additional per participant fee will be assessed as follows:

- \$135 (6 hour course)
- \$250 (12 hour course)

Prices include instructor fees, travel, per diem, course development, delivery and evaluation, customized course materials, administration, transcript records management and certificates of completion.

Level II

\$10,500.00 — Should enrollments exceed **15** participants, an additional per participant fee will be assessed as follows:

- \$135 (6 hour course)

Prices include instructor fees, travel, per diem, course development, delivery and evaluation, customized course materials, administration, transcript records management and certificates of completion.

EXHIBIT C

Multiple Registration Discounts

UNR Extended Studies provides special discounts to organizations who are engaged in a training program such as the proposed Douglas County Leadership Academy Level I and Level II. Douglas County may send additional employees to public courses, who may or may not be part of the Leadership Academy. This can be an option for participants who miss a contract course date and provide an opportunity for an employee to attend a specific course which is not part of the proposed Douglas County Leadership Academy.

Special discounts rates apply to any professional development core course in the Supervisory Management (CSM), Human Resources (CHR), or Public Management (CPM) program or any qualified CSM, CHR or CPM elective course, (excluding Project Management courses) offered August 1, 2018 through June 30, 2019. Other programs or courses may qualify for a discount and can be discussed on an individual basis.

Extended Studies asks that company registrations in public programs not exceed more than five (5) employees in any given course. This cap helps ensure all course participants are provided a robust interaction that includes a variety of networking opportunities.

Length of course	six hours or public price of \$205-\$250	twelve hours or public price of \$330-\$375
1-5 employees	\$150 / person	\$275 / person

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

____ day of _____, 20__

By: _____ Deputy