

Assessor's Parcel Number: N/A

Date: AUGUST 2, 2018

Recording Requested By:

Name: NATALIE WOOD, COUNTY MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00077228201809175970090096

KAREN ELLISON, RECORDER

AGREEMENT #2018.177

(Title of Document)

FILED

NO. 2018.177

2018 AUG -2 AM 10:12

FY 18-19
AGREEMENT BETWEEN

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION, on behalf of the
UNIVERSITY OF NEVADA, RENO

DOUGLAS COUNTY
CLERK
[Signature]
DOUGLAS COUNTY

And

DOUGLAS COUNTY

THIS AGREEMENT is made and entered into between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, RENO (hereinafter called "University") and DOUGLAS COUNTY. The University will use its best efforts in undertaking a program for DOUGLAS COUNTY as follows:

Article I - Statement of Work

The University will perform its best efforts to conduct the project titled, "Nevada SBDC Small Business Assistance in Douglas County," as outlined in Attachment A to this agreement. This project may be used as cash match for Nevada Small Business Development Center projects.

Article II - Project Director

The project will be supervised by Winnie Dowling, who is employed by the University with the title, Deputy Director. If for any reason he is unable to continue to serve as Project Director, and a successor acceptable to both the University and DOUGLAS COUNTY is not available, this agreement shall be terminated as provided in Article VI.

Article III - Price, Payment, and Submission of Invoice

DOUGLAS COUNTY agrees to reimburse the University \$5,000 as per budget attached hereto and labeled Attachment A. A \$2,500 invoice will be submitted by the University in July 2018 and a \$2,500 invoice will be submitted in January 2019 to DOUGLAS COUNTY.

Article IV - Patents

Any inventions or developments resulting from this Agreement shall belong 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 period of this project will begin July 1, 2018 and continue through June 30, 2019 and will be subject to renewal only by mutual agreement.

Article VI - Termination

It is understood and agreed that this project may be terminated by either party upon ninety (90) days written notice. In the event of termination by DOUGLAS COUNTY, the University will be reimbursed for all commitments under Article III expended to date of termination. In the event of termination by the University, any unexpended or unobligated balance of funds advanced by DOUGLAS COUNTY shall be refunded to DOUGLAS COUNTY.

Article VII - Reports

It is understood and agreed that a schedule for reporting will be mutually agreed upon by DOUGLAS COUNTY and the Project Director, Winnie Dowling.

Article VIII - Indemnification

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, 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 University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

DOUGLAS COUNTY shall indemnify, defend, and hold harmless NSHE, 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.

Article IX - 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. The exception to this will be that approval will not be required for the transfer of funds between budget categories that are less than 10% of the total contract amount.

Article X - Use of Name of the University of Nevada, Reno

It is agreed that under no circumstances will DOUGLAS COUNTY state or imply to any publication or in any other published announcement that the University has tested or approved any product which is manufactured, sold, or distributed under a brand name or trademark. It is also agreed by DOUGLAS COUNTY that it will not under any circumstances use the name of the University or its employees in any advertisement, press release, or publicity which references this Agreement, without the prior written approval of the University.

Article XI - Governing Law

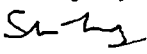
This Agreement will be governed by the laws of the State of Nevada.

This Agreement contains the complete understanding of the parties hereto and is not assignable.

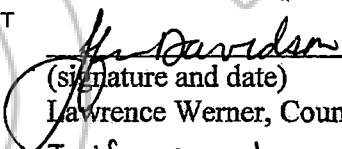
If one or more of the provisions of the Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provision shall in no way be affected or impaired thereby.

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION, on behalf of the
UNIVERSITY OF NEVADA, RENO

DOUGLAS COUNTY:

DocuSigned by:

7CAC312B5C07493...
(signature and date)
Sheri Mendez, Associate Vice-President-
Business and Finance

09-Jul-2018 | 10:16 AM PDT

 7/25/18
(signature and date)
Lawrence Werner, County Manager
Jenifer Davidson, Acting County
Manager

ATTACHMENT A

**DOUGLAS COUNTY
PROPOSED WORK PLAN FOR NSBDC
7/1/2018-6/30/2019**

FUNCTIONS TO BE PROVIDED BY NSBDC STAFF FOR HDA:

- 1) Provide free and confidential business assistance to Douglas County entrepreneurs.**
- 2) Outreach to Douglas County businesses regarding business development services**
- 3) Other training or activities to support business development**

HDA TO PROVIDE THE FOLLOWING:

- 1) \$5,000 funding to Nevada SBDC.**

The \$5,000 in funding will pay for Nevada SBDC counseling staff and counselor expenses related to providing services in Douglas County.

Date: 6/28/2018

Term:
July 1, 2018 to June 30, 2019

To: Debbie Keck

Amount/Value:
\$5,000.00

From: Sheri Mendez

Subject: **Douglas County**
Agreement for Project NV SBC Assistance in Douglas County

Submitting Dept: NV Small Bus Dev Ctr

Chancellor or Board of Regents has authorized the president or his designee to sign this agreement.

Requires System signature:

Exceeds \$1,000,000
Agreement covers period longer than five years
Agreement for an indefinite period of time
Other:

Requires Board of Regents approval.

Interlocal agreement
Other:

Comments: Access to Confidential UNR Customer Information? No ___ Yes ___ Add Gramm Exhibit

Contract reviewed by: _____ Vic Redding

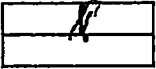
If applicable, Contract reviewed by: _____ Kevin Garman

Returned to: Winnie Dowling Dept/MS: wdowling@unr.edu

Date: _____ By: _____

NSHE CONTRACTS CERTIFICATES OF SIGNATURE AUTHORITY

Other Party: **Douglas County**
Amount/Value: **\$5,000.00**
Term: **July 1, 2018 to June 30, 2019**

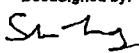


Original contract, or
Modification

I certify that the contract to which this certificate is attached fully complies with the requirements of the NSHE Procedures Manual, Chapter 5, Section 3. The following items have also been reviewed:

CHECK ALL APPROPRIATE LINES:

- The contract meets the conditions of Question 13 of the NSHE Procedures Manual, Chapter 5, Section 3, Question 13, for delegation of signature to campus. *(under \$1,000,000 and less than 5 years, except for leases. Not open ended or indefinite)*
- The Board of Regents of the Nevada System of Higher Education has been identified as the other party which entered the contract as required by the NSHE Procedures Manual, Chapter 5, Section 3, Question 7 *(correct name on contract)*.
- The contract identifies its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised.
- If a "hold harmless" clause has been included in the contract, the mandatory "hold harmless" language from the NSHE Procedures Manual, Chapter 5, Section 3, Question 22, has been used *(in accordance with the limitations of NRS 41.0305 to NRS 41.039...)*.
- If a general liability insurance clause has been included in the contract, the mandatory self-insurance form language from the NSHE Procedures Manual, Chapter 5, Section 3, Question 23, has been used *(self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039)*.
- If a contract specifies state law and the contract is to be performed in Nevada, the contract specifies that it is subject to Nevada law as required by NSHE Procedures Manual, Chapter 5, Section 3, Question 24.
- If the contract is to be routed to the chancellor for signature, it has been recommended for signature by president or designee of the institution
- If the contract deals with nuclear waste repository research, the mandatory non-consent form language of the NSHE Procedures Manual, Chapter 5, Section 3, Question 25, has been included in the contract.

DocuSigned by:

7CAC312D5C07493

09-Jul-2018 | 10:16 AM PDT

Sheri Mendez, Associate Vice President - Business & Finance

Date

Certificate Of Completion

Envelope Id: 65E466DA0F50457DBE44C3540855C42D Status: Completed
 Subject: Please DocuSign: (18-6-28) Douglas County - Agreement for Project NV SBC Assistance in Douglas ...
 Source Envelope:
 Document Pages: 6 Signatures: 2 Envelope Originator:
 Certificate Pages: 1 Initials: 0 Debra Keck
 AutoNav: Enabled dkeck@unr.edu
 Envelope Stamping: Enabled IP Address: 134.197.84.212
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Debra Keck Location: DocuSign
 6/28/2018 4:46:01 PM dkeck@unr.edu

Signer Events

Sheri Mendez
 smendez@unr.edu
 Internet2 OBO University of Nevada, Reno - LTD i2
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7CAC312D5C07483...
 Using IP Address: 134.197.84.4

Timestamp

Sent: 6/28/2018 4:47:34 PM
 Viewed: 7/9/2018 10:15:36 AM
 Signed: 7/9/2018 10:16:04 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Winnie Dowling
 wdowling@unr.edu

COPIED

Sent: 7/9/2018 10:16:04 AM

Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/9/2018 10:16:04 AM
Certified Delivered	Security Checked	7/9/2018 10:16:04 AM
Signing Complete	Security Checked	7/9/2018 10:16:04 AM
Completed	Security Checked	7/9/2018 10:16:04 AM

Payment Events

Status

Timestamps

COPY

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

2nd day of August, 2018
By: *[Signature]* Deputy