

Recorder's Office Cover Sheet

Recording Requested By:



KAREN ELLISON, RECORDER

Name: BOARD OF REGENTS OF THE NV SYSTEM OF H

Department: COUNTY MANAGER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____

FILED

NO. 2022.153

7/26/22

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

FY 22-23
AGREEMENT BETWEEN

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

90

DEPUTY

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 \$5,000 invoice will be submitted by the University upon completion of the MOU.

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, 2022 and continue through June 30, 2023 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

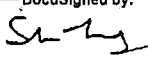
This Agreement will be governed by the laws of the State of Nevada.

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.

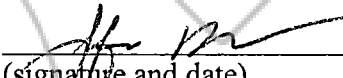
BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION, on behalf of the
UNIVERSITY OF NEVADA, RENO

DOUGLAS COUNTY:

DocuSigned by:

7CAC312D5C07493

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

07-Jul-2022 | 12:13 PM PDT



(signature and date)
Patrick Cates, County Manager

7/15/2022

Jennifer Davidson Acting County Manager

ATTACHMENT A

**DOUGLAS COUNTY
PROPOSED WORK PLAN FOR NSBDC**

7/1/2022-6/30/2023

FUNCTIONS TO BE PROVIDED BY NEVADA SBDC STAFF FOR DOUGLAS COUNTY:

- 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

DOUGLAS COUNTY 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.

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

26th day of July, 20 22

By Jacqueline Delaney Deputy