CBE NO. 605958-21

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____ _____, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and The Board of Regents of the Nevada System of Higher Education obo University of Nevada Reno Extension, hereinafter referred to as "AGENCY" for SMALL BUSINESS OPPORTUNITY PROGRAM (SBOP) TRAINING PLATFORM.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth the proposed work to develop and deliver an online educational classroom platform, English and Spanish, for the Clark County Small Business Opportunity Program (SBOP). The proposed virtual classroom will allow small businesses to receive specialized online training related to government contracting and other small business skills. The online platform will include 12-13 topic learning modules that include complementary online teaching and learning methods in both English and Spanish.

Under this proposed scope of work, COUNTY and AGENCY will work together with additional advisement from the Business Development Advisory Council (BDAC). Bi-monthly meetings will be convened to assess the relevant government contracting modules, business fundamentals, general updates, and evaluate progress.

The goal of the SBOP virtual classroom is to provide small businesses with an online learning environment in English and Spanish that will teach them some business fundamentals and how to compete for government contracts successfully. Specific objectives include:

A. Develop, test, and implement an online virtual classroom compatible with COUNTY technology and AGENCY program content development. There will be ongoing communications between IT departments and program content developers.

B. Identify 12 topic government contracting and business fundamentals learning modules. Learning module topics will be developed collaboratively between COUNTY, BDAC, and AGENCY. Preliminary SBOP topic learning modules include:

1. Introduction to COUNTY SBOP (Meet CC Director and Extension Instructors)
2. Purchasing Laws: COUNTY
3. Vendor Registration with COUNTY
4. Statement of Qualifications
5. Insurance and Bonding
6. Marketing
7. Financial Cash Flow
8. Human Resource and Employees
9. Asset Protection and Contracts
10. Request for Proposal
11. Bids for Goods and Services (including Construction)
12. Project Management and Administration

Note: 12 learning modules will be developed that may include combining topics. All proposed learning modules will be developed and offered in English and Spanish. For example, 12 topic learning modules will involve creating 24 learning modules; 12 English and 12 Spanish. The presented learning modules are NOT final or in any sequence order.

C. Develop each learning module to include:

1. Topic Introduction
2. Learning Objectives
3. Topic Content (including subtopics)
4. Assessment – at the end of each module student will take a short quiz covering module teachings
5. Action Plan – after a successfully passing a short quiz, a plan will be proposed for action.

D. Develop learning module resources that utilize a variety of teaching methods. Each module will include a combination of teaching methods including:

1. Podcasts/Interviews – Individual or panel podcast speaking about the importance of the module topic, strategies to navigate and execute the module topic, and potential pitfalls that could impact a successful application.

2. PowerPoint Presentation with Narration - Class teaching that will include instructor using PowerPoint slides to present module content.

3. Testimonials – Actual businesses providing personal experiences specific to the module topic.

4. Class Networking – Each learning module will provide a virtual question and answer session through zoom. This session will be scheduled at a specific time and day. In addition, each learning module will also be equipped with a "ask a question" link that will send questions directly to instructors.

5. Module Quiz – At the conclusion of each module an online quiz will be administered that further reinforces the key take module points and take-aways.

6. Resource Downloads – additional informational resources documents, forms, and examples will be made available by download for future reference.

Timeline

The proposed timeline to complete the 12 learning modules in English and Spanish is estimated to take 7 months. However, AGENCY suggests a length of 12 months to account for any unknown challenges or program adjustments during development and launching. Proposed online learning module development schedule includes:

1. February - May. Produce and launch 12 English learning modules following the
1. agreed-upon topics outlined in Objective B. Each learning module will include a combination of teaching methods outlined in Objective D.

Note: one pilot learning module will be submitted in February to COUNTY for approval and proceeding to modules 2-12.

2. June – August. Produce and launch 12 Spanish learning modules following the English version.

3. September - December. Monitor and provide technical support for the overall SBOP program. This will include assessing program delivery, content, and overall effectiveness with Clark County.

Note: This timeline is based on having access to COUNTY Government Contract topic materials and supporting COUNTY personnel to provide important subject content. A list of requested personnel will be provided to COUNTY SBOP Director from AGENCY.

After the SBOP content development and launching, AGENCY will continue to provide essential technical and content program support to COUNTY. SBOP will be integrated into Extension's Small Business Education Program standard educational support programming, thus not requiring basic annual funding. However, additional funding may be requested if significant changes are needed.

Personnel

The following personnel will be working on the SBOP virtual classroom development and implementation. Three positions will be 100% dedicated to this project, while the remaining personnel could contribute up to 50% of their time.

Buddy Borden, Extension Specialist, Community Economic Development
Mike Bindrup, Extension Business Instructor (SBOP Co-Leader) – Content Instructor
Reyna Mendez, Extension Business Instructor (SBOP Co-Leader) – Content Instructor
Juan Salas, Extension Business Instructor – Content Instructor
Farrah Stockett, Extension SBOP Program Coordinator – Coordinator, & Video Production
TBD, Program Support Video Editing and Captioning (Spanish)
TBD, Program Support Video Editing and Captioning (English)

Budget

The budget request of not to exceed $105,000 will be used to support professional and support personnel and general operations.

Professional Staff Supporting SBOP (Salary & Fringe) The following professional staff will commit a portion of their FTE to SBOP		$70,000
Part-time hourly staff - Editing, captioning, translation		$15,000
Equipment and Supplies		$5,000
Total		$90,000
Additional Programming (Below)	Not to exceed	$15,000

- Farrah Stockett - E-Learning Project Coordinator
- Mike Bindrup – Business Instructor
- Reyna Mendez – Business Instructor
- Juan Salas – Business Instructor

Additional Programming: If the overall SBOP program has unexpected expenses, such as adding new learning modules not already included in this scope of work or significant revisions to already completed modules. In that case, the additional cost will be charged at:

- $5,500 per new module.
- $3,500 per major revisions modules*

*Major revisions include reproduction of entire module or major sections of model.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from February 1, 2022, through January 31, 2023, with the option to extend for a six month period.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in ARTICLE I, Scope of Work, and in accordance with the costs listed therein not to exceed $105,000, based on approved budget appropriations.

AGENCY may be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in ARTICLE I, Scope of Work.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows: Attention: Shani Coleman, 500 South Grand Central Parkway 6th Floor Las Vegas, NV 89155

AGENCY must notify COUNTY in writing of any changes to AGENCY remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Shani Coleman
500 South Grand Central Parkway 6th Floor
Las Vegas, NV 89155

To AGENCY: Attention: Eric Killian
8050 Paradise Road
Las Vegas, NV 89123

ARTICLE IX: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

ARTICLE X: INSURANCE

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION obo UNIVERSITY OF NEVADA RENO EXTENSION

DocuSigned by:
Kara Griffin 09-Mar-2022 | 11:52 AM PST
BY: 4A9D5C2A8E8B46A...
Kara Griffin in absence of : SHERI MENDEZ
Associate Vice President of Business & Finance

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

DocuSign Envelope ID: B7AD6A6B-344E-45F9-8ECE-40D99A31DD59

University of Nevada, Reno

March 2, 2020

TO: Kara Griffin
Controller's Office

FROM: Sheri Mendez
Business & Finance

SUBJECT: Signature Authority

I am delegating signature authority to you whenever I am unavailable due to out-of-town Board of Regents' meetings, annual/sick leave, or when attending a workshop or conference outside of Reno.

Such authorization is only for contracts, agreements, leases, rentals, grants, transfers, travel, and personnel documents that are "time sensitive" and must be processed prior to my return. Should you also be unavailable/absent when such documents need to be processed, I am delegating authority for all of the above to Pradeep Gandhi, Assistant Controller.

Cc: Vic Redding
Pradeep Gandhi
Debbie Keck
Controller's Office
Purchasing
Human Resources
Planning, Budget & Analysis

Business and Finance
University of Nevada, Reno/1124
Reno, Nevada 89557-1124
(775) 784-6662 office
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