

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

12/001693

**RESOLUTION APPROVING AGREEMENT WITH NEW HORIZONS FOR TECHNICAL OFFICE TRAINING SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

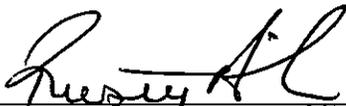
WHEREAS, the County of Sarpy desires to enter into an Agreement with New Horizons for technical office training services, training cost option 3, as outlined in the agreement attached hereto as Exhibit A; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Agreement with New Horizons for technical office training services, training cost option 3, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Agreement with New Horizons, a copy of which is attached, and any other related documents, the same being approved by the Board.

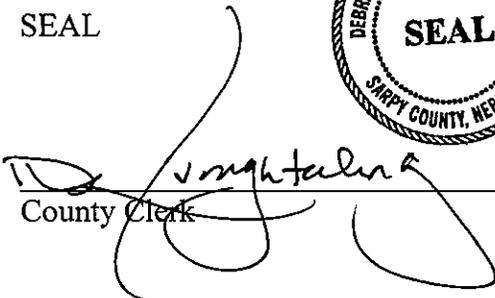
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23<sup>rd</sup> day of October, 2012.

  
\_\_\_\_\_  
Sarpy County Board Chairman

Attest:

SEAL



  
\_\_\_\_\_  
County Clerk



**Training Contract**  
**New Horizons - Nebraska**

**Date:** 10/11/2012

**Sales Person:** **Tim Ellis**  
402-331-4123 x 211

**SM Approval**

**Customer #:** ACT-306706

**Customer Name:** Sarpy County Administration  
**Contact Name:** Mark Walters  
**Address:** 1210 Golden Gate Dr.  
**City, State, Zip:** Papillion, NE 68046

**Phone:** 402-593-2325

**Terms of Sales:** Payment Due Upon Invoice

**Delivery Type:** Local-Nebraska

**Training Solution:** **Technical Office Training Services (6 Months)**

Sarpy County Internal Training Courses

New Horizons will teach the classes Sarpy County pre-made courses and when needed upgrades the classes for a total of up to 24 onsite days over a 6 month period, (approximately 1 day a week,) on dates mutually agreeable to both parties. (Each of the 24 days will consist of the instructor teaching either 4 hours in a day or 2 consecutive 4 hour courses in the same day). New Horizons will train up to 20 students per session. Sarpy County Administration is responsible for providing a classroom conducive to learning to include setup of 1 computer per student and an instructor computer connected to an overhead projector. Lecture only sessions do not require computer setup. These course outlines will be provided by Sarpy County Administration and delivered by New Horizons as onsite training exclusively for eligible employees specified by Sarpy County Administration. Classes will be scheduled and taught at any requested location within Sarpy County.

New Horizons will provide an enrollment link which can be posted on the existing Sarpy County website. On New Horizons side a web portal will be available that would include the ability for:

- Student self-enrollment
- Supervisor notification of student self-enrollment
- Notification to student of supervisor denial or approval of self-enrollment

New Horizons Public Schedule Open Enrollment Courses (Application Club)

Sarpy County Administration at their discretion may put up to 4 students in any of our public schedule open enrollment classes for Microsoft Office, (Access, Excel, InfoPath, OneNote, Outlook, PowerPoint, Publisher, Word, Visio,) Windows 7 Level 1 & 2 at This service includes:

- Self-enrollment through our LMS (Learning Management System) to attend classes either physically at New Horizons or virtually from your location RILT (Remote Instructor Led Training.)
- Students will receive courseware with each class they attend, that they may keep with them to help with future needs.
- Students will also qualify for audit of any class previously attended for a period of 1 year as long as they use the book they acquired in the original class and we have a seat available, meaning paying students take the first seats.
- Full usage and course evaluations reporting back to Sarpy County Administration

New Horizons will provide 2 Online License Subscriptions for Microsoft Office Training



## Training Contract New Horizons - Nebraska

**Training Dates:** Service Begins January 1, 2013 and will end June 30, 2013 unless a request to continue is received and service will continue until a termination notification has been requested.

Additionally, once this agreement is approved, students from Sarpy County Administration may enroll in eligible public schedule courses at New Horizons.

**Training Cost:** Option 1  
\$19,000 for 6 months of service extended to a monthly contract with the amount of \$3167 pre-paid monthly until terminated or renegotiation of contract.

Option 2  
\$4200 One time set up fee with a monthly contract with the amount of \$3167 pre-paid monthly until terminated or renegotiation of contract.

Option 3  
\$9500 Initial investment and 3 payments of \$3167 due monthly starting March 1, 2013 for a minimum of 3 continual months and every month after until terminated or renegotiation of contract.

Either party may terminate the contract for any reason with 60 days' notice to the other party. In the event of termination, Sarpy County would be responsible to pay for the services rendered up to the date of termination.

Notice to parties shall be given in writing to the individuals shown below:

Sarpy County: Ms. Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

New Horizons: Mr. Tim Ellis  
New Horizons Computer Learning Center  
2125 N. 120<sup>th</sup> St.  
Omaha, NE 68164

**Price Valid Until: October 31, 2012**

New Horizons is committed to making your employee's computer training experience pleasant and rewarding. In order to serve you and other clients, please read the following information. Contact your Account Executive if you have any questions.

Please have your employees arrive at New Horizons 15 minutes prior to class start time to ensure proper check-in and seating. If they are more than 15 minutes late for class, their seats may be given away. If they anticipate being late, please call New Horizons and notify the receptionist and their seat will be held up to 30 minutes from the start of the class. If they are more than 30 minutes late, they will not be admitted into class.

Classes are offered on a first-come, first-serve basis. Seating is limited. We urge your employees to register for classes as soon as possible. Classes may be scheduled as follows:

Via our office at (402) 331-4123 Ext.211

By completing a Class Request Form on the Sarpy County Administration/New Horizons website

It is the intention of New Horizons to provide the highest level of service. New Horizons will discuss any issues related to the onsite training, and ultimately upon mutual agreement by both replace an instructor as necessary with a qualified replacement instructor at the request of Sarpy County Administration.



## Training Contract New Horizons - Nebraska

### Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), New Horizons declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

### Insurance

The following insurance coverages shall be kept in force during the life of this contract and shall be primary with respect to any insurance or self-insurance programs.

#### Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

#### Commercial General Liability Insurance

Coverage includes a broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability is be \$1,000,000 each occurrence. This coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit are not less than \$2,000,000.

#### Automobile Liability Insurance

Coverage against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability is \$1,000,000 Combined Single Limit for each accident.

#### Certificate of Insurance

New Horizons shall furnish the county with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the county at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this contract, New Horizons shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the county. New Horizons requires each and every Subcontractor performing work under this contract to maintain the same coverages required of New horizons in this Section, and upon the request of the county, shall furnish the county with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

#### Insurance Company

All insurance coverages herein required of New Horizons shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska



**Training Contract  
New Horizons - Nebraska**

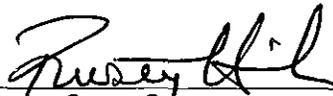
Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the county, New Horizons shall furnish evidence that the insurance company or companies being used by New Horizons meet the minimum requirements listed in this section. Upon request by the county, New Horizons shall furnish the county with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this contract, the New Horizons insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, New Horizons is required to notify the county within thirty (30) days of any deviations from the minimum requirements presented in this section.

Residency Verification

New Horizons agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. New Horizons is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

I understand that New Horizons-Omaha does not issue refunds.

I have read the following agreement and understand it completely.

Signature:   
Sarpy County

Date: 10/23/12

Signature:   
New Horizons

Date: 10/26/12

Account Executive: Tim Ellis (402) 331-4123 Ext. 211