

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH NEW HORIZONS FOR
TECHNICAL OFFICE TRAINING SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), 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 2012), 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, 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.

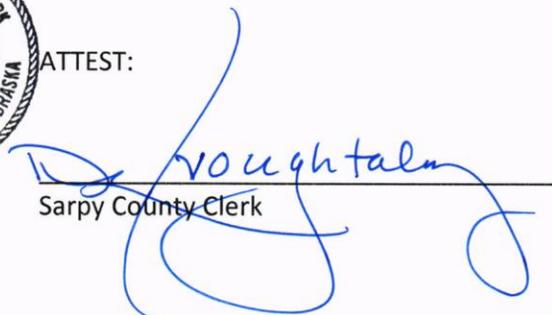
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Agreement with New Horizons for technical office training services, a copy of which is attached.

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 2nd day of July, 2013.


Sarpy County Board Chairman



ATTEST:

Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Technical Office Training Services

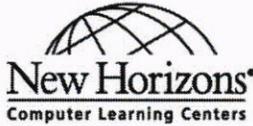
For the past year the County has been utilizing the services of New Horizons for technical office training for both the County and Cities. Since the number of students taking advantage of training is not as strong as predicted the number of training sessions, and associated costs, have been reduced. However, the County is still hopeful training will increase throughout the year. The contract is for a total of \$22,200 (\$1,850 a month) for two training days a month. The previous agreement was for one day of training per week for \$3,167 a month after the initial investment of \$9,500.

The agreement is recommended for approval. Please feel free to contact me with any questions.

June 27, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Mark Walters



Training Contract New Horizons - Nebraska

Date: 06/27/2013

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
(Continuation Revision from Resolution 2012-341)**

Sarpy County Internal Training Courses

New Horizons will teach the classes Sarpy County pre-made courses and when needed upgrades the classes. (Each training day will consist of the instructor teaching 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. Classes will be scheduled and taught at any requested location within Sarpy County.

New Horizons Public Schedule Open Enrollment Courses (Application Club)

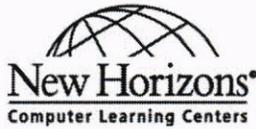
Sarpy County Administration at their discretion may put up to 4 students in any of our public schedule open enrollment classes for Microsoft Office, (Access, Excel, InfoPath, OneNote, Outlook, PowerPoint, Publisher, Word, Visio,) Windows 7 Level 1 & 2 at. This service includes:

- 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

Training Dates: Service Begins September 1, 2013 and will end August 31, 2014 and service will continue until a termination notification has been requested at which time New Horizons requires a 60 day notice of termination or negotiation of a new contract.

Training Cost: \$22,200 for 24 days of service, (2 days a month for a period of 12 months,) and 25 days of application training days on account to attend Microsoft Office classes remotely or at our location on our public schedule, all training must be used within a 12 month period. Payments due of \$1850 monthly, (first invoice to be sent August 1, 2013.)

Additional class days may be purchased at a rate of \$900 per day.



Training Contract New Horizons - Nebraska

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
11422 Miracle Hills Dr. Suite #200
Omaha, NE 68164

Price Valid Until: July 19, 2013

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.

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



Training Contract New Horizons - Nebraska

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 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.



**Training Contract
New Horizons - Nebraska**

I have read the following agreement and understand it completely.

Signature: 
Sarpy County

Date: 7-2-2013

Signature: 
New Horizons

Date: 7/8/2013

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