

**THE UNIVERSITY OF WYOMING**

**MINUTES OF THE TRUSTEES**

**Conference Call Meeting**  
**Monday, July 27, 2015**

**Final minutes can be found on the University of Wyoming Board of Trustees website at  
<http://www.uwyo.edu/trustees/>**

**TRUSTEES OF THE UNIVERSITY  
CONFERENCE CALL OF THE BOARD  
MINUTES OF THE TRUSTEES**

**Monday, July 27, 2015  
4:00 p.m.  
Old Main Boardroom  
Laramie, Wyoming**

**AGENDA**

Call to Order .....1

Roll Call .....1

Discussion/Action Item:

    1. Presidential Search: Selection of Search Firm..... 1

Adjournment .....2

### **Call to Order**

Trustee President Dave Palmerlee called the meeting to order at 4:03 p.m.

### **Roll Call**

Deputy Secretary for the Board of Trustees Shannon Sanchez took roll.

Trustees participating: Dave Bostrom, Larry Gubbels, John MacPherson, Mike Massie, Jeff Marsh, John McKinley, Dave Palmerlee, Dick Scarlett, Michelle Sullivan, Dave True, Wava Tully. Trustee Mel Baldwin was not in attendance. Ex-officio Trustees President Dick McGinity, and ASUW President Brian Schueler were in attendance. Ex-officio Trustees Governor Matt Mead, Executive Director of the Wyoming Community College Commission Jim Rose, and Wyoming Superintendent of Public Instruction Jillian Balow were not in attendance. Search Recruiter Brad Mead also participated on the call.

### **Discussion/Action Item**

#### **Presidential Search: Selection of Search Firm**

Trustee President Palmerlee shared the engagement letters with the search firm and noted that Vice President and General Counsel Rick Miller had added standard legal language to the document [see attachment A]. Trustee President Palmerlee noted that he and Search Recruiter Brad Mead were also on the call with the search firm when negotiating with the search firm. Search Recruiter Mead stated that he spoke with Alberto Pimentel to further define his role in the process. He noted that the firm would be involved in the whole process, there would be no changes in cost, and that Mr. Pimentel did adjust their engagement in order to clarify expectations.

Trustee President Palmerlee explained how this search requires an aggressive recruiting effort. He noted that he, Search Recruiter Mead, and Mr. Pimentel further clarified Search Recruiter Mead's role. Trustee President Palmerlee asked for questions on the engagement letter.

Trustee Mike Massie asked Search Recruiter Mead if he was comfortable with his role. Search Recruiter Mead responded that he was. Trustee Massie asked where applicants would submit their materials to. There was discussion on this process. Search Recruiter Mead noted that all nominations would either be contacted by him or the search firm. It was also noted that the search firm would provide the initial screening before sending the applicants to Presidential Search Committee #1. It was noted that the Search Recruiter and Board President will also review candidates. There was a question if the search firm, Search Recruiter or Board President would have veto power over any candidates initially, and Search Recruiter Mead clarified that someone would follow up with each of the nominees, and that no single person would dismiss a candidate's application. It was clarified that all candidates would be vetted through the search firm, even if the candidate applied directly to the University.

Trustee Massie noted that the documents contained a compressed timeline, and proposed having candidates on campus in December 2015. Trustee President Palmerlee explained that the process

documents contained language that said the timeline could not be delayed, but it could be accelerated. Search Recruiter Mead also explained that Mr. Pimentel's recommendation was to have candidates on campus before the winter break, as top candidates may have competing offers at other schools and delaying the process until spring could mean these candidates take alternate positions.

Trustee President Palmerlee noted that he made adjustments to the process memo to include information stating that the process could be accelerated. Trustee Palmerlee talked about how the selection process would be fluid. Trustee Massie was concerned with the idea of fluidity, as it could lead to a candidate being rushed through the process and may create misperceptions of the process. He noted there needed to be a balance between structure and fluidity in the process.

There was further discussion on a fluid yet structured process. General Counsel Miller noted there were two scenarios, 1) candidates either come to campus at the end of January or the end of December, and 2) quality would not be sacrificed for speed. He noted that UW may lose candidates to other positions if they wait until January 2016. Faculty Senate President Tucker Readdy noted if the Trustees proceeded with an accelerated process, they should update their search documents that were approved at the July 2015 Retreat as they noted full consideration would be given to candidates by a December 1, 2015 deadline.

Trustee Dick Scarlett motioned to approve the agreement as presented; Trustee Gubbels seconded. All trustees were in favor and the vote passed unanimously.

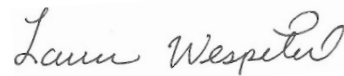
### **Adjournment**

Trustee President Dave Palmerlee adjourned the meeting at 4:29 p.m. Trustee Palmerlee thanked everyone for taking time to participate on the call.

Respectfully submitted,



Shannon Sanchez  
Deputy Secretary, Board of Trustees



Laura Wespetal  
Senior Administrative Assistant



## Attachment A



July 22, 2015

Mr. Dave Palmerlee  
President, Board of Trustees  
c/o Richard H. Miller  
University of Wyoming  
Department 3434  
1000 East University  
Laramie, Wyoming 82071

Re: Presidential Search

Dear Mr. Palmerlee,

On behalf of Storbeck/Pimentel & Associates, we are pleased to confirm our engagement to assist the University of Wyoming in the search for a new President. We look forward to our work together.

This engagement letter and the previously submitted proposal set forth our professional fees, expenses, terms, and guarantees for this consulting assignment.

### **Search Methodology**

See Attachment "A"

### **General Provisions**

See Attachment "B"

Storbeck/Pimentel & Associates, Inc.  
6512 Painter Avenue, Whittier, CA 90601-4518  
Phone 562-360-1612 ~ Fax 562-3601353



### **Fees and Expenses**

Typically our professional fee is based on one-third of the placement's first-year compensation. However, given our strong desire to partner with the University of Wyoming we will modify our fee structure and conduct the assignment for a fixed professional fee of \$70,000. This represents a significant reduction in our standard fee.

The professional fee will be billed over the first three months of the engagement. At the conclusion of the search, the University of Wyoming will provide Storbeck/Pimentel & Associates with the final term sheet agreed to by the candidate and institution.

Our professional fee does not include our engagement support fee or out-of-pocket expenses incurred on behalf of the University of Wyoming. Our monthly invoices would include the following:

- Out-of-pocket expenses such as candidate and consultant travel, advertising, photocopying, and express mail charges. Additionally, services of a third-party vendor to perform extensive background checks will be arranged through us and billed to the University.
- To cover more difficult-to-track expenses, such as telecommunications and research, we charge an engagement support fee. We calculate this fee at 12 percent of the professional fee, or \$8,400. The engagement support fee will also be billed in three installments along with the professional fee.

### **CANCELLATION OF THE ASSIGNMENT**

Should the parameters of the position change or the expected timeline vary significantly during the course of the search, Storbeck/Pimentel reserves the right to cancel or renegotiate the contract with a 30-day written notice. In the event that the University of Wyoming is not satisfied with the service provided, the University has the right to cancel the assignment at any time with 30-days written notification.

Should the University of Wyoming cancel this engagement, its only obligation is for accrued professional fees, engagement support charges, and expenses. Cancellation during the first month will incur an obligation of one month's

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professional fee, one-third of the engagement support fee, and all incurred expenses.

#### **GUARANTEE**

If the placement vacates his/her position as President within twelve months of his/her start date, Storbeck/Pimentel & Associates will reinitiate, for out-of-pocket and engagement support expenses only, a search for the same position as the original placement. However, if the placement resigns as a result of discovery of immoral, illegal, or inappropriate business practices, or because the University of Wyoming has been involved or engaged in activities that would compromise the placement's reputation then Storbeck/Pimentel & Associates will have no obligation to re-initiate the search.

#### **EMPLOYMENT OF ADDITIONAL CANDIDATES**

If the University of Wyoming offers employment to any of the candidates presented, with the exception of the placement, for a position other than the position of President within one year of the completion of this search assignment, Storbeck/Pimentel & Associates will bill the University an additional fee of \$25,000 per placement.

#### **AFFIRMATION**

Storbeck/Pimentel affirms, without reservation, the principles of equal opportunity in employment. Storbeck/Pimentel will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age, sexual orientation, or disability. Storbeck/Pimentel expects the University of Wyoming to comply with nondiscrimination policies and practices also.

#### **OTHER**

All information and material furnished to the University of Wyoming by Storbeck/Pimentel related to candidates must be held in strict confidence, and the University agrees not to use any such information or material other than for the purpose stated herein and as part of the selection process to fill the positions. Further, Storbeck/Pimentel requests that the University of Wyoming not disclose any information or materials to a candidate's current or former employers and co-workers.

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The University of Wyoming agrees to reimburse, indemnify and hold Storbeck/Pimentel harmless for any losses, costs or expenses (including reasonable attorney's fees) Storbeck/Pimentel incurs directly or indirectly as a result of the unauthorized disclosure, communication, use or publication of any such information or material by the University of Wyoming or anyone the University has disclosed such information. Similarly, Storbeck/Pimentel agrees to reimburse, indemnify and hold the University of Wyoming harmless for any losses, costs or expenses (including reasonable attorneys' fees) the University incurs directly or indirectly as a result of the unauthorized disclosure, communication, use or publication of any such information or material by Storbeck/Pimentel or anyone to whom we have disclosed such information.

#### **TERM**

The Term of this Agreement shall commence as of the signature date of this document and shall continue for a one year period, unless terminated sooner or extended by the mutual written agreement of the University of Wyoming and Storbeck/Pimentel & Associates.

#### **CONCLUSION**

Please date and counter-sign this engagement letter (and add the contact information for invoices) in the spaces provided below and return to Storbeck/Pimentel as soon as possible. After we receive your executed letter, we will engage the full resources of our firm on your behalf.

Enclosed is our retainer invoice in the amount of \$26,133.00 (one-third of the professional fee plus one-third of the engagement support fee). Payment is due upon receipt.

We are delighted to receive this engagement and look forward to working with you and your colleagues in the timely and successful completion of your search for outstanding leadership.

Sincerely,

A handwritten signature in black ink, appearing to read "Alberto M. Pimentel".

Alberto M. Pimentel  
Managing Partner

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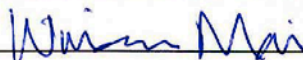




**Acknowledgement:**

The foregoing terms and conditions are accepted and agreed to.

Approved by:

Name William Mai  
Title Vice President for Administration  
Signature: 

Invoices should be sent to:

Name Matt Coulter  
Title Budget & Fiscal Coordinator  
Email Address mcoulter@uwyo.edu



## Attachment A

### Search Methodology

The following is an overview of the approach and methodology we will follow in conducting the University of Wyoming Presidential search. Specifically, it explains how Alberto Pimentel, Managing Partner, would function in support of each committee during the four phases of the search process: preparation, recruitment, evaluation and selection. However, to guarantee the recruitment of an exceptional pool of candidates, the process must be flexible as modifications are often necessary to maintain the interest level of the best candidates. Therefore, Mr. Pimentel will periodically introduce new strategies for maximizing the potential of the recruitment process.

#### I. Preparation

- Planning the Search Process
  - We begin our work in support of your search by clarifying and providing advice about issues of process, timetable, and recruitment/outreach strategy.
  - Our experience conducting various types of searches and representing numerous institutions nationally provides us with an understanding of "best practices" in conducting executive searches. We will recommend these best practice models for recruitment and evaluation and advise the Presidential Search Planning Committee on effective recruitment strategies.
- Understanding the University of Wyoming
  - We will meet with the First Committee, members of the Board of Trustees, the Search Recruiter and all others whom you wish to involve in the search process to gain a thorough understanding of the University and the focus and expectations for the new President. It is vital for us to hear a broad range of views about the position and essential candidate qualifications in order for us to recruit candidates who are a good match with the University.
  - We will review all relevant documents including planning reports, budgets, organizational charts, accreditation reports, and other materials describing the University.
  - With your assistance, we will explore critical institutional issues, particularly those bearing on institutional direction and priorities.
  - We will identify the key issues and challenges that will be encountered in filling the position and recommend strategies for overcoming them.
  - We will evaluate the competitive strengths and weaknesses of the national market for the position and report our findings to the First Search Committee.



## Attachment A (continued)

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### ■ Enhancing the Position Description

- We will assist the First Search Committee in appropriately distributing and posting the position description.
- The position description will include a statement of qualifications (e.g. desirable experience and professional characteristics) for the position as well as a profile of the University and its senior administration. It will identify the University's needs and strategic initiatives, basic responsibilities, reporting relationships, and will also highlight the following: positive aspects about the University; challenges facing the University; potential opportunities for success for the new President; and key links to additional web-based information about the University. This document, along with the directives issued by the Board of Trustees, will serve as a reference for the Search Committees throughout the search and will clearly outline the criteria upon which candidates will be evaluated.
- This description is an important recruitment tool that gives prospective candidates a better understanding of the position and the University.

## II. Recruitment

### ■ Developing and Recruiting a Diverse Candidate Pool

- We will receive and respond to all nominations and inquiries for the position. And, as appropriate, we will pursue all qualified potential candidates.
- We will cultivate and recruit qualified "traditional" candidates from the field of higher education.
- We will also recruit non-traditional candidates. These candidates usually come from fields outside of higher education including industry, government, and professional associations.
- Recruiting efforts will include the development and placement of announcements in traditional national outlets, professional journals, specialized publications such as *The Chronicle of Higher Education* and other relevant online career sites. We will also be sure to include selected media that could attract candidates who would not otherwise apply for the position.
- We will place calls to individuals who are well positioned to serve as sources. These individuals usually include: leaders from industry and government; senior level administrators at peer institutions; leaders of national higher education professional associations; representatives of groups focused on particular constituencies; and other non-profit higher education related organizations.





### **Attachment A (continued)**

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- As needed and appropriate, we will engage the assistance of the President of the Board of Trustees, the committee chairs, the Search Recruiter, and members of each committee in the recruitment of exceptional but reluctant potential candidates.
  - Keep in mind, the process of assembling a highly qualified group of candidates requires the aggressive and focused deployment of a sound recruitment strategy. Since the vast majority of our target candidates will be happily employed at other institutions we must convince them that the opportunity at UW is much better than their current situation. To do this effectively we must involve key people in a strategic manner. Unlike a faculty search, the best candidates will not apply for the position or respond to an advertisement; they must be recruited.
  - We will make every effort to recruit highly qualified women and minority candidates from within and outside higher education so that the candidate pool is diverse and robust.
  - We will maintain close communications with all candidates and keep them informed of their status throughout the search. Moreover, we will meet with the President of the Board of Trustees and the Search Committee Chairs regularly throughout the search process. It is vital for us to share information and receive feedback regarding the progress of the search and the qualifications of the candidates.
- Managing Information in Support of the Search
- In our experience, managing information is typically best handled on a partnership basis between Storbeck/Pimentel & Associates and select members of the University (Office of the General Counsel and UW Information Technology).
  - We will develop a database to track the status of candidates, applicants and nominees.
  - To assist in managing information, minimize costs, and to provide the committee with access to the entire candidate pool in a timely manner, the committee will have access to a secure, password protected website containing all candidate files as well as other pertinent search related information.





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## Attachment A (continued)

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### III. Evaluation

#### ■ Evaluating Candidates

- We will assist the First Search Committee in developing a "Candidate Evaluation Form" that will be tied directly to the position description. This form will be used to evaluate each candidate's qualifications.
- We will work closely with the First Search Committee to gather and review background information on prospects, candidates and applicants.
- The consultant will conduct preliminary screening interviews with each candidate who meets the stated criteria. The consultant will provide the First Search Committee with the information gathered during these preliminary interviews including a summary of the strengths, weaknesses, and qualifications of all viable candidates.
- After the candidate pool has been assembled, we will assist the First Search Committee in identifying between 10 – 15 candidates who warrant further consideration.
- We will conduct candidate research to include: Lexis/Nexis search, preliminary background checks and validation of professional credentials of those candidates who have been selected to move forward.

#### ■ Screening, Interviewing and Referencing

- We will work directly with the Second Search Committee to conduct phone and Skype interviews with the leading 10 – 15 candidates. Prior to the interview we will work with the committee to develop interview questions, candidate information packets, and candidate interview schedules.
- The Second Search Committee will evaluate and select those candidates who, on the basis of their evaluations, appear to best meet the requirements of the position. Following the phone/Skype interviews, the candidate pool will be narrowed to a group of 3 – 5 finalists.
- We will conduct a thorough background investigation on each of the finalists. This investigation will include: degree verification; review of credit report, DMV record, and criminal/civil litigation history; review of newspaper articles; and verification of previous employment. We will employ the services of FRASCO Profiles, Inc. (a national private investigation firm) to assist with this phase of the process.



## Attachment A (continued)

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- In partnership with the Search Committee, we will conduct in-depth reference checks on the remaining candidates. In conducting reference checks it is our practice to speak directly with individuals who are now, or who have been in the recent past, in positions to observe and evaluate the candidate's performance. We will not only speak to individuals listed on the candidate's reference list, we will also reach out to individuals who have personal experience working with the candidate but who are not provided as references.
- Although we will conduct reference checks on each candidate, we strongly encourage Search Committee members to participate in this process. It is particularly important to involve the Committee in conducting reference calls with individuals who are not on the candidate's reference list.
- These references and evaluations will be combined to provide frank, objective appraisals of each finalist. In keeping with the RFP, these references will be completed prior to the on-site visits.

### IV. Selection

- Coordinating the Final Selection Process
  - We will assist in coordinating finalist interviews, to include: public forums, meeting with off-campus constituents, and interviews with the Board of Trustees. This round of interviews requires the participation of numerous constituents and stakeholders. It is important that this phase of the process be transparent and inclusive.
  - We will advise the committee on the various methods for collecting feedback on finalist visits from on- and off-campus constituencies and stakeholders.
  - We will develop a comprehensive report outlining each finalist's current compensation package, compensation expectations, and family/spouse/partner issues.
  - (Optional) We will assist in negotiating the terms and conditions of employment with the successful candidate.
  - Finally, all unsuccessful candidates will be swiftly informed about the outcome of the search.



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## **Attachment A (continued)**

### **Timeframes and Timelines**

As a retained executive search firm, we are committed to the long-term success of our clients. We understand the urgency of completing assignments in a prompt manner, while not sacrificing the quality of the candidate pool or violating any aspect of the search process. As a result, we will complete the search within the timeframe specified in the RFP however, it is important to note that we will extend every effort necessary to expedite the process. This extra effort will minimize the risk of losing high quality candidates to other searches, counter-offers by their current employer, or family pressures. Ideally, we will aim to complete all search related activities by the end of December 2015. That said, the quality of the candidate pool and the availability of candidates will dictate the final pace of the process.



**Attachment B**

**General Provisions**

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this Agreement to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- F. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- G. Indemnification.** Contractor agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- H. Independent Contractor.** Contractor is acting as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Contractor.
- I. Insurance.** Contractor shall carry liability insurance including property damage and bodily injury with minimum limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. If Contractor will use automobiles in performance of the Agreement, Contractor must carry automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$500,000 combined single limit. Contractor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional insureds. Certificates must be on file with University Risk Management prior to any work and must be kept current throughout the term of the Agreement.
- J. Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- K. Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

**To University:**

William H. Mai  
Vice President for Administration  
Dept 3434  
1000 E. University Avenue  
Laramie, Wyoming 82071-2000

**To Contractor:**

Alberto M. Pimentel  
Managing Partner  
Storbeck/Pimentel & Assoc., Inc.  
6512 Painter Avenue  
Whittier, CA 90601-4518

A copy of any notice concerning a breach,  
alleged breach, or dispute arising under this  
Agreement shall also be sent to:

**Office of the General Counsel**

Department 3434  
1000 E. University Avenue  
Laramie, Wyoming 82071-2000

- L. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- N. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- O. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- P. Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its

regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.