

Assessor's Parcel Number: N/A

Date: JUNE 4, 2019

Recording Requested By:

Name: NATALIE WOOD, COUNTY MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00091974201909298890120128

KAREN ELLISON, RECORDER

CONTRACT #2019.075

(Title of Document)

FILED

NO. 2019.075

6-4-19
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

ONSTRATEGY

465 COURT STREET

RENO, NEVADA 89501

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and OnStrategy ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective upon the signatures of both Parties, and shall remain in effect until December 31, 2019.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. SERVICES TO BE PERFORMED. The Contractor will perform services related to Douglas County's Strategic Plan Update, as further detailed in the April 30, 2019 Scope of Work attached hereto as Exhibit A, and incorporated into this agreement by reference.

4. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 3 for a cost not to exceed \$32,230.00, plus any out of pocket travel and presentation material hard costs incurred by Contractor. In no event shall travel and presentation material hard costs billed to Douglas County exceed \$1,500.00 during the contract term.

5. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

6. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

7. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

8. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

9. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

10. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

11. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

12. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

13. INTEGRATION CLAUSE & MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties, and

supersede any and all prior written and/or oral agreements. This Contract may only be modified by a written amendment signed by both of the Parties.

14. TERMINATION OF CONTRACT. Either party may cancel this agreement upon ten calendar days written notice to the other party. Notice shall be personally served or given by Unites States Mail. Contractor shall be paid for all services rendered up to the date of termination.

15. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

16. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

17. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

18. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or County.

19. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County c/o County Manager's Office
Post Office Box 218
Minden, Nevada 89423

To Contractor: OnStrategy
Attn. Nancy Olsen
465 Court Street
Reno, Nevada 89501

[CONTINUED ON NEXT PAGE]

20. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to third parties without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract

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

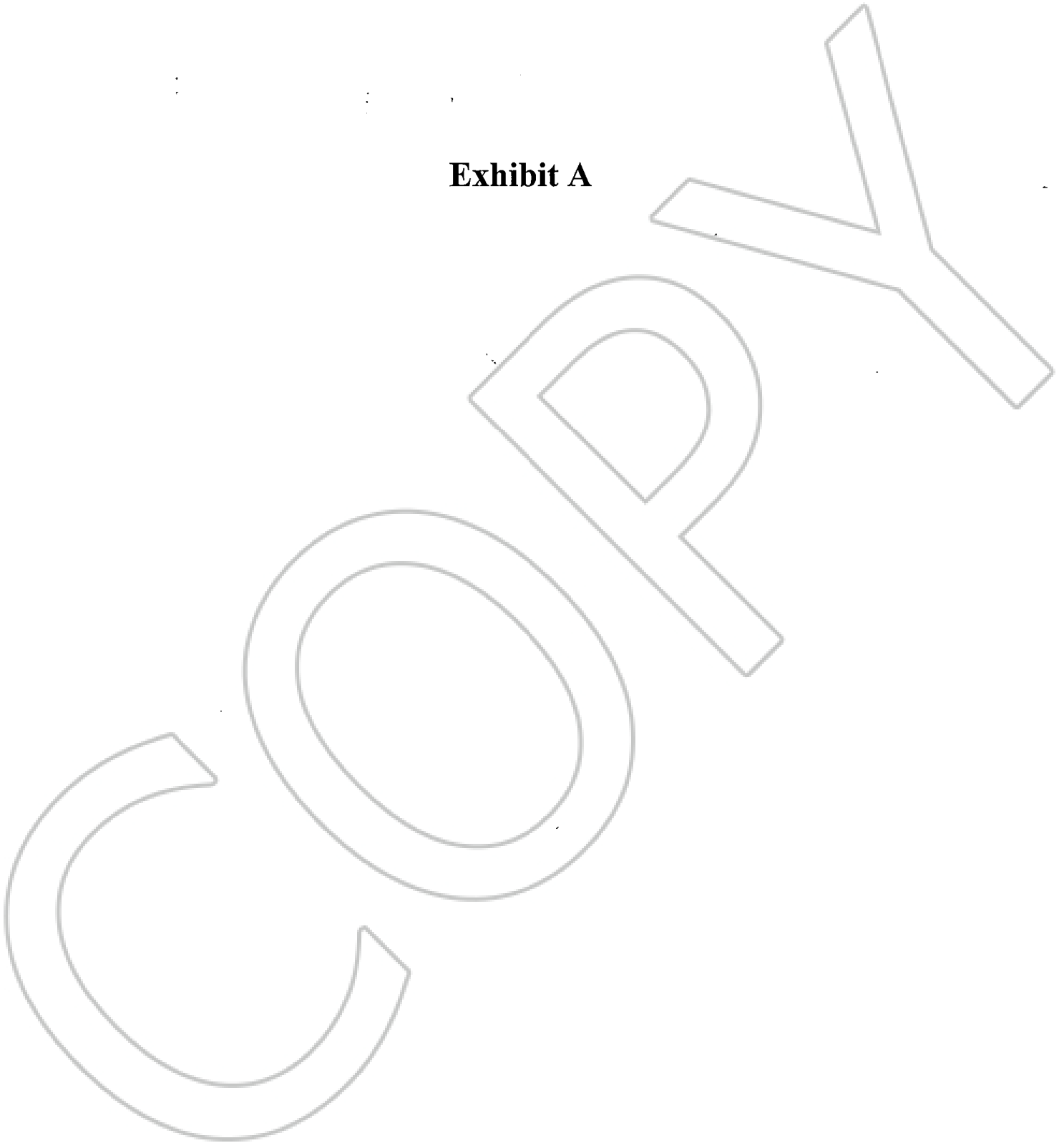
OnStrategy

By: *Nancy Olsen* 5/16/19
Nancy Olsen, VP – Business Development (Date)

Douglas County, Nevada

By: *Patrick Cates* 5/21/19
Patrick Cates, County Manager (Date)

Exhibit A



FY2018-19 & FY2019-20 STRATEGIC PLAN INPUT AND PLAN UPDATE FACILITATION

Amended and resubmitted April 30, 2019

NOTE: This is an updated scope of work with revisions to the final step from the scopes originally submitted on June 26, 2018 and updated on February 8, 2019 (approved by Douglas County on February 11, 2019).

OnStrategy is pleased to submit this proposal to Douglas County, Nevada (Douglas) to provide dedicated consulting services to support County staff directors and elected officials in updating the Douglas County FY2018-22 Strategic Plan. Mid-year FY2018-19, Douglas County's direction to OnStrategy was to change its approach from managing the plan and budget process to informing the public of data that was captured in FY2018-19 regarding public and commissioner feedback, as well as update the plan in November 2019 prior to FY2020-21 budgeting.

DOUGLAS COUNTY'S EXPECTED RESULTS

Upon successful completion of the OnStrategy consulting and facilitation services, Douglas can expect to complete or achieve the following:

- **Gain Citizen Input to the Strategic Plan:** Ensuring the County staff and Commissioners understand County residents' priorities before setting budgets for FY2019-20.
- **Updated FY2018-22 Strategic Plan:** An updated Word document and 2-page plan summary reflecting any revisions to or new Initiatives and all updates in the OnStrategy online app.
- **Finish FY2019-20 Annual Action Plans:** Revisit action planning to ensure completion of FY2019-20 quarterly actions required to make progress against multi-year Initiatives.

ENGAGEMENT TIMEFRAME

This project scope will run from July 2018 through December 2019. Note, this is an extension for the timeframe: the original scope and February 2019 updated scope of work were anticipated to be completed by June 30, 2019.

ENGAGEMENT OVERVIEW

Director & County Manager Session to Update the Strategic Plan (July 12, 2018; COMPLETED)

OnStrategy will facilitate a ½-day working session with County directors and elected official partners to determine if the current Initiatives in the strategic plan require updates or refinement and whether additional Initiatives should be incorporated into the plan. The results of this session will be included in the August Citizen Roundtables to gauge their priorities with both current and proposed new Initiatives.

Deliverable

Written summary of changes to or new Initiatives.

Citizen Roundtables (August 23-31, 2018; COMPLETED)

OnStrategy will design and lead 5 Citizen Roundtables throughout Douglas County to gather input on residents' priorities for the strategic plan. Activities will include:

- Develop a facilitation agenda for each Roundtable;
- Develop a PowerPoint and other supporting materials;
- Review Roundtable roles (presenting, interacting with attendees) with County staff and elected officials prior to first Roundtable;
- Set up for and facilitate each Roundtable.

Deliverable

A written report summarizing all 5 Roundtables.

Analysis Of "Meeting in a Box" Results (August – October 2018; COMPLETED)

To support Douglas County's effort to gain further citizen input to strategic priorities, OnStrategy will review, analyze and summarize the insights collected via the "Meeting in a Box" tactic the County is considering implementing late summer / early fall 2018. OnStrategy will:

- Provide feedback and input to the County's Meeting in a Box structure and questions;
- Review, analyze and compile or summarize the results collected by the County.

Deliverable

A written report summarizing the results from the collected Meetings in a Box returned to the County PIO.

BOCC Interviews (September 2018 (COMPLETED); and June 2019)

Through confidential, 1:1 telephone interviews, OnStrategy will gather the Board of County Commissioners' (BOCC) current view of priorities and expectations for FY2019-20 budget planning. Activities for this phase of the project will include:

- Develop questions for interviews and review with County staff leadership;
- Conduct 1:1 interviews (with 5 returning commissioners in September and with 2 newly-elected commissioners in June 2019);
- Summarize key themes from interviews.

Deliverable

Written interview summary

Updated: a second version will be provided, reflecting additional input from the 2 new commissioners.

Public Meeting with Commissioners (July 2019)

At a public meeting in July 2019, OnStrategy will present a summary of the Citizen Roundtables, Meetings-in-a-Box, BOCC interviews, staff-proposed Initiatives, and Strategic Plan to-date performance. This meeting's primary purpose will be to inform the BOCC and the public.

Strategic Plan Update Session (November 2019)

At a Strategic Plan update workshop in November 2019 with BOCC and Douglas County staff, OnStrategy will facilitate decisions regarding modifications or additions to the Strategic Plan. Activities will include:

- Create a presentation and discussion guide for the workshop summarizing insights from Roundtables, Meetings-in-a-Box, BOCC interviews, staff-proposed Initiatives, BOCC priorities.
- Coordinate with County leadership and directors on presentation of proposed new Initiatives and staff roles at the plan update session.
- Develop an agenda and exercise(s) to facilitate the workshop and necessary decisions.
- Facilitate the workshop and provide a written summary.

Deliverables

- Agenda, discussion guide and PowerPoint presentation for the Strategic Plan workshop.
- Written summary of the Strategic Plan update workshop.
- Revised strategic plan reflecting changes and agreements made in the Strategic Plan update workshop.
- Revised 2-page plan summary.

OPTIONAL Performance Management Services

OnStrategy can support Douglas County's performance management to ensure the actual performance and reporting are part of the organization's regular cadence of business. This service would include managing and leading monthly performance updates and quarterly strategy reviews to confirm and advance the progress of County Initiatives and Action Items. OnStrategy's role would include coordination with Directors for updates, facilitation of quarterly reviews, and making updates in preparation for each quarterly BOCC performance report, which OnStrategy would also manage.

ENGAGEMENT ASSUMPTIONS

This proposal is scoped based on the following assumptions:

- Douglas County staff will schedule 1:1 interviews based on OnStrategy's and BOCCs' availabilities.
- BOCC interviews will be conducted by telephone.
- The implementation of the Meetings-in-a-Box program will be done by County staff (production, distribution, collection, awareness, etc.).
- A maximum of 20 Meetings-in-a-Box will need to be analyzed and synthesized.
- The public meeting with Commissioners (July 2019) and Strategic Plan update session (November 2019) location and logistics will be coordinated by the County and will be a public meeting.
- Douglas County's OnStrategy platform license for managing plan performance renewed on 8/9/18 with a 1-year term (through 8/9/19) and is being provided at no cost to the County through August 2019. Douglas County's license will renew for the term 8/9/19-8/8/20 at an annual cost of \$6,000. This license fee will be invoiced separately from any consulting invoices and can be paid once (\$6,000) or monthly with a credit card (\$500/month).

COST PROPOSAL & PROJECT AUTHORIZATION

The below project fee includes all project management, teleconferences, remote and onsite facilitation, all consultation and final deliverables as stated in the proposal. Travel costs and session materials hard costs will be billed at net. OnStrategy has included as part of the proposed total an OnStrategy 10% contingency fund; it is for client-approved work that exceeds or is outside of the original scope. Any need to expend more than the 10% contingency amount will be discussed prior to work commencing and shall be in writing.

Consulting & Facilitation Services:

Task	Original Cost 6/26/18	Updated Cost 2/11/19	Updated Cost 4/23/19
<input type="checkbox"/> Director & County Manager Session, Roundtables, BOCC Interviews, Plan Update Public Meeting	\$23,500	\$28,000	\$28,000
<input type="checkbox"/> Meetings in-a-Box Analysis & Report	\$5,800	\$5,800	\$5,800
<input type="checkbox"/> 10% Contingency	\$2,350-2,390	\$2,800	\$2,800
<input type="checkbox"/> Travel hard costs (mileage) and facilitation materials at net	as incurred	as incurred	as incurred
<input type="checkbox"/> OPTIONAL: Performance Management (7/1/19-6/30/20)	--	--	\$8,000

OnStrategy Application License:

<input type="checkbox"/> OnStrategy 1-year Platform License (8/9/18-8/8/19)	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> OnStrategy 1-year Platform License (8/9/19-8/8/20)	--	--	\$6,000

The following authorizes OnStrategy to execute the project as specified above.
 Please send to: nancy@onstrategyhq.com or fax to: (775) 398-1594

Client:

Douglas County



Signature

Patrick Cates

Print Name

County Manager

Title

Date

Provider:

OnStrategy



Signature

Nancy Olsen

Print Name

VP Business Development

Title

April 30, 2019

Date

TERMS

Project will be billed as follows:

July 2018 – 50% of original cost (\$14,650) + travel/materials hard costs @ net (BILLED)

September 2018 – 25% of original cost (\$7,325) + travel/materials hard costs @ net (BILLED)

July 2019 – 50% of remainder due of updated scope (\$5,912.50) + travel/materials hard costs @ net.

August 2019 - 1-year application fee (\$6,000)

November 2019 – 50% of remainder due of updated scope (\$5,912.50) + travel/materials hard costs @ net.

Invoices are due Net 30.

COOPY

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

27th day of August, 2019

By [Signature] Deputy