

Recorder's Office Cover Sheet

Recording Requested By/Return To:

Name: Megan Sproull

Department: County Manager's Office

Item ID/Agreement # DC-538-2024



00181543202410081030060060

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

This document amends previously recorded document # 2023-999761

This page added to provide additional information required by NRS 111.312 Sections 1-2.

This cover page must be typed or legibly hand printed.

FILED

NO. DC-538-2024

5/16/2024
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MP DEPUTY

**CONTRACT AMENDMENT NO. 1
A Contract between Douglas County**

and

M3 PLANNING, INC., d/b/a OnStrategy

Revised Scope of Work: Douglas County 5-Year Strategic Plan Update

WHEREAS, Douglas County, a political subdivision of the State of Nevada (“County”), and M3 Planning, Inc., d/b/a OnStrategy, an independent contractor (“Contractor”) (collectively, the “Parties”), entered into a contract for consulting services in connection with Douglas County’s Fiscal Year 2023-2024 5-Year Strategic Plan Update, including planning facilitation and design services (“Contract”); and

WHEREAS, the County desires to modify the Contract to have Contractor provide Action Planning Support, including the creation of Action Plan Workbooks; and

WHEREAS, the Parties agree that Contractor shall receive an additional sum of One Thousand Five Hundred Dollars (\$1,500) as consideration for these additional services.

NOW, THEREFORE, in consideration of the agreements herein made, the Parties mutually agree as follows:

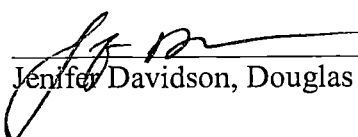
1. Paragraph 2 of the Contract, **Services to Be Performed**, will be expanded to include Action Planning Support including Action Planning workbooks, agendas, and approach; Action Planning overview/kickoff meeting; and Excel Implementation Workbook which is more specifically described in Contractor’s proposal attached hereto as Exhibit B (“Expanded Work”).
2. Paragraph 1 of the Contract, **Effective Date of Contract**, shall be extended to June 30, 2024. Contractor understands and agrees that it must complete all of its services to County by no later than June 30, 2024, including the completion of the Expanded Work.
3. Paragraph 3 of the Contract, **Payment for Services**, will be increased by \$1,500, for a total not-to-exceed contract amount of \$72,500.00.
4. All other terms and conditions of the original Contract remain unchanged and in full effect.

M3 Planning, Inc.


Erica Olsen, CEO/Co-Founder

4/24/24
Date

Douglas County


Jennifer Davidson, Douglas County Manager

05/15/2024
Date



OnStrategy is pleased to submit the following contract to Douglas County to provide coached-action planning services as the County completes its 5-Year Strategic Plan. The service options outlined in this contract include a dedicated Senior Strategist with years of experience in developing and implementing strategy to set your organization up for success.

Expected Outcomes

- Gain the tools and approach to action planning that the County can follow to develop its Action Plans by Strategic Objective.

Engagement Approach

Action Planning Support

Action Planning is key to the success of the County's ongoing strategy management process and organizational engagement. OnStrategy will coach the Team through the process of action planning and will provide the County with the following action-planning support while ensuring it's alignment with the Organizational Strategic Plan:

- **Kickoff Meeting** to discuss the next step of action planning and clarify expectations. Meeting to be approximately 60 minutes.
- **Prepare Action Planning Workbooks:** OnStrategy will prepare an Action Planning Workbook for each of the four Strategic Objectives and provide these to the County for the Team to utilize as they develop their action plans.
- **Develop Agendas and Approach** for the County to facilitate the action planning sessions internally.
- **Provide an Implementation Excel Sheet** to the County that they can use to implement and manage the County Strategic Plan.

Final Deliverables:

- Action Plan Workbooks (4)
- Session Agenda and Approach
- Excel Implementation Sheet

Engagement Assumptions

Contract pricing for the above-referenced services is based on these assumptions:

- **OnStrategy Responsibilities:** The OnStrategy Team is responsible for architecting the process and preparing all deliverables.
- **Customer Responsibilities:** The County Team is responsible for developing the County Action Plans by Strategic Objective using the DIY tools provided as well as managing/implementing the Strategic Plan.
- **Project Timeframe:** Estimated from approx. April through May 2024.



Contract Fees

Fees include all services as outlined above. Should the nature of the engagement exceed or expand beyond the planning approach as outlined above, a new scope will be drafted for the extension of work.

OnStrategy Services	Cost (USD)	Billing Terms
Action Planning Support	\$1,500	Billed upon completion. Due net 30.

Contract Terms

Invoicing/Payments: Billing terms noted above. All amounts in US Dollars.

Contract Expiration: Contract expires 90 days from contract date if not signed.

Project Timeframe: Services to begin upon contract signature and to be completed by May 31, 2024.

Cancellation of Services: If client wishes to terminate the contract before completion of services, OnStrategy requires a 30-day written notice of such cancellation. Client agrees to pay all fees and expenses associated with services provided until cancellation.

Authorization

Entire Contract: This Contract, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Contract and the terms of any agreements, exhibits, attachments or schedules hereto or any purchase order or other documents issued by the Client or OnStrategy in connection herewith, the terms set forth in the body of this Contract shall prevail.

Client:
Douglas County

Provider:
OnStrategy

Signed: _____



Print: _____

Erica Olsen

Title: _____

CEO/Co-Founder

Date: _____

April 12, 2024



ADDENDUM

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the Client wishes to obtain professional services from OnStrategy,

WHEREAS, OnStrategy has the knowledge, skill, and capability to perform such services for the Client,

THEREFORE, in consideration of the foregoing, the parties intend to be legally bound, hereby agree to the following:

Services.

OnStrategy is hereby retained by Client, and OnStrategy agrees to provide the services set forth in the Facilitation Services Contract to which this is attached and incorporated herein. Services shall be performed in accordance with the timeline set forth in the Facilitation Services Contract – Engagement Approach, or any supplemental schedule prepared by OnStrategy and agreed to in writing by an authorized representative of the Client.

Service Requirements.

The Services delivered hereunder shall conform in all material respects to the specifications set forth in the Facilitation Services Contract, Expected Outcomes and/or Engagement Approach, and any other requirements agreed upon by the parties in writing. OnStrategy agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and OnStrategy further agrees that performance shall reflect the best professional knowledge, skill, and judgment. OnStrategy shall furnish competent personnel for fulfillment of its obligations. If the Client deems OnStrategy personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on OnStrategy as set forth herein, such personnel shall be removed promptly.

Delivery of Services.

OnStrategy reserves the right to modify the method of service delivery in the event of unforeseen circumstances that prevent travel for in-person delivery or unnecessarily puts the health or safety of the OnStrategy staff or Client participants at risk.

Service Delay.

Client shall promptly notify OnStrategy if there is any unforeseen problem that is likely to cause a material delay or difficulty in OnStrategy's ability to provide the Services and/or achieving any objectives of the Facilitation Services Contract.

Nature of Services.

Work Product. Any and all reports, documentation, files, media and other materials created or produced by OnStrategy in connection with the Services rendered hereunder shall be deemed "Work Product."

Work Made for Hire. The Work Product shall constitute works-made-for-hire belonging exclusively to the Client. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Client, OnStrategy agrees to assign and transfer all of its right, title and interest in such Work Product to the Client. The Client retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Client.

OnStrategy Proprietary Material. Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to OnStrategy ("Service Provider Proprietary Material"). However, if OnStrategy incorporates any Service Provider Proprietary Material into any Work Product, or any of the Work Product requires Service Provider Proprietary Material in order to operate or otherwise be usable by the Client, OnStrategy hereby grants the Client a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the OnStrategy Proprietary Material as part of the Work Product.

Third Party Proprietary Material. The Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material that is proprietary to any third party ("Third Party Proprietary Material"). The Client shall be responsible for obtaining any necessary licenses for Third-



Party Proprietary Material. OnStrategy may not incorporate any Third-Party Proprietary Material into the Work Product without the prior written consent of the Client.

Change Orders.

The Client may request changes that affect the scope of the Services relating to the Facilitation Services Contract including change to any deliverables. OnStrategy will accept non-material changes, but all other changes shall occur via a change order signed by the Parties. If any change(s) impacts the cost to OnStrategy for providing the Services or Deliverables or time required to perform its Services, Parties shall negotiate in good faith a reasonable adjustment to applicable fees, time schedule and/or milestones.

Counterparts.

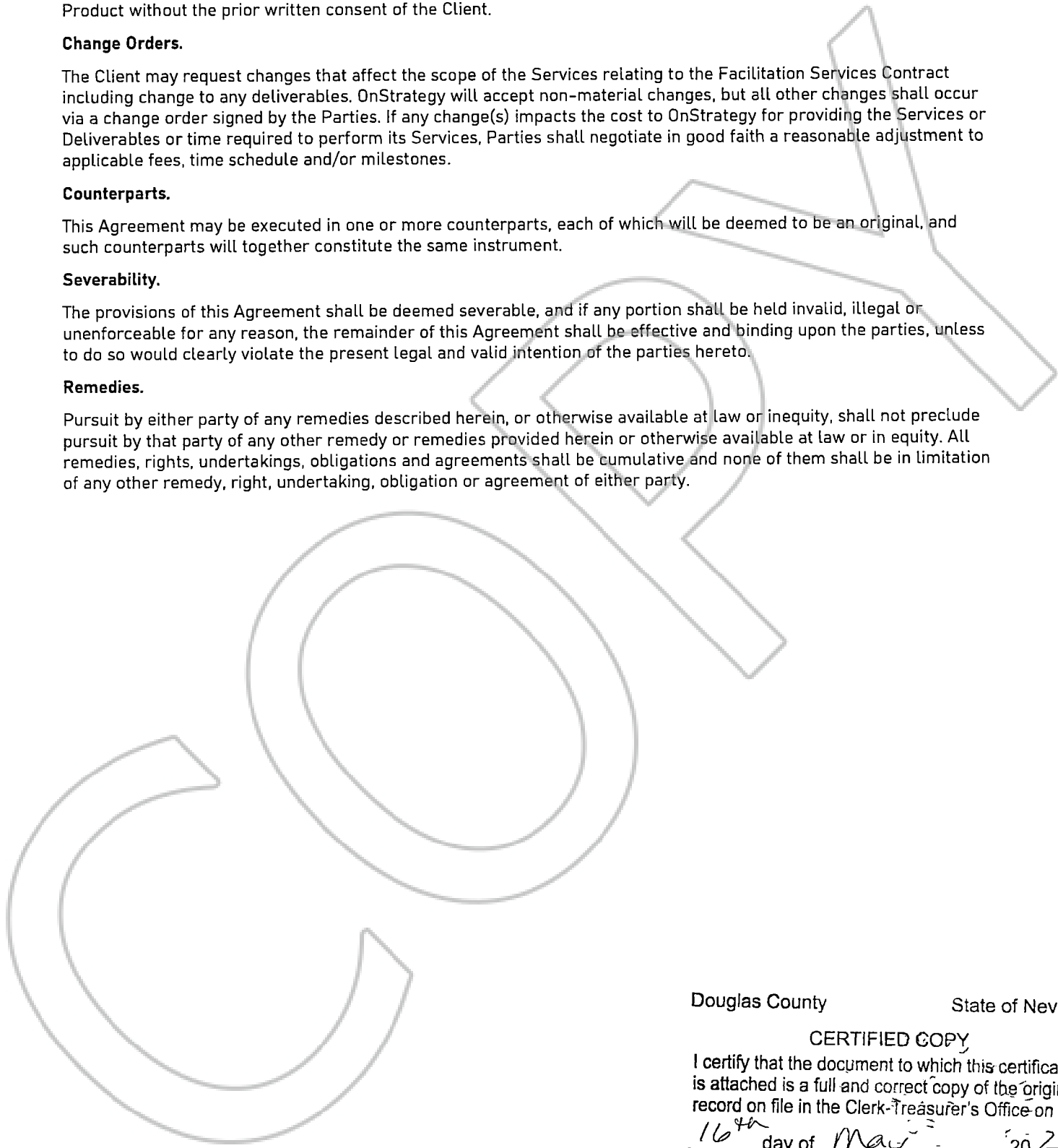
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

Severability.

The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

Remedies.

Pursuit by either party of any remedies described herein, or otherwise available at law or inequity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.



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

16th day of May, 2024

By [Signature] Deputy