AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into May 22, 2018, by and between Washoe County, a political subdivision of the State of Nevada ("County") and Wood Rodgers, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the County and Wood Rodgers, Inc. desire to amend their Agreement for professional consulting services, entered into on June 25, 2012 ("Agreement"); and

WHEREAS, NRS 278.4983 (Residential Construction Tax) was amended during the master planning efforts causing significant delays in the process and changing key elements within the master plan; and

WHEREAS, Wood Rodgers, Inc. have provided the County with master planning services for the Washoe County Parks Master Plan Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and Washoe County both agree as follows:

I. <u>GENERAL</u>

1. <u>Capitalized Terms</u>. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. <u>Conflicting Terms</u>. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

II. <u>SERVICES TO BE PERFORMED BY CONSULTANT</u>

In addition to the services described in the Agreement, the parties agree that Consultant shall also perform stakeholder outreach, hold technical advisory team meetings, prepare online surveys, summarize survey results, prepare the development of planning areas based on public and stake holder input, provide growth projections and demographics; create framework for the Parks Master Plan; and development and preparation of Parks Master Plan. Services are more fully set forth in Consultant's proposed amendment and amended fee summary, attached hereto and incorporated by reference. The term of this Amendment shall be for the period commencing from May 22, 2018 and terminating on May 22, 2019.

III. COMPENSATION FOR SERVICES

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$84,910 for the additional services described above. Payment will be in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 dated this

____ day of _____, ____.

WASHOE COUNTY:

VENDOR:

By:____

Marsha Berkbigler, Chair, Washoe County Commission By:_____

Andrew Durling, Vice President Wood Rodgers, Inc.

Date:_____

Date: _____

ATTEST:

By:_____

Nancy Parent, County Clerk

Date: _____