

**FIRST AMENDMENT TO THE  
RETIREMENT PLAN CONSULTING SERVICES AGREEMENT**

**THIS First Amendment** to the Retirement Plan Consulting Services Agreement (“Amendment”) is made effective October 1, 2018 (“Effective Date”) by and between AndCo Consulting, LLC. (“AndCo”) hereafter referred to as (“Consultant”) and the Washoe County Deferred Compensation Plan (“County”) hereafter referred to as (“Client”). If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control and govern in the interpretation and construction of the Agreement.

**RECITALS**

- A. The parties have entered into that certain Retirement Plan Consulting Services Agreement, dated January 1, 2017, (the “Original Agreement”), pursuant to which AndCo provides consulting services for the Washoe County Deferred Compensation Plan.
- B. The parties now desire to amend certain provisions of the Original Agreement on the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **EXHIBIT B. FEES** is hereby amended and shall be added to read as follows:

County agrees to pay AndCo the following Fees for services provided, per quarter, as follows:

- B.1.** Client will be billed for the services described in Section A.1 of Exhibit A quarterly in advance. The quarterly invoice amount will be calculated as follows:

An all-inclusive quarterly fee of \$15,000 not to exceed an annual amount of \$60,000 for the services described in Section A.1 of Exhibit A Fees shall be prorated when the Plan is under the counseling of AndCo Consulting, LLC. for a portion of any quarter.

These fees include travel and lodging costs associated with four on-site meetings per year within the U.S. Other out-of-pocket costs, which may include travel and lodging costs for additional meetings and delivery and messenger services, will be billed as they are incurred.

- B.2.** Other services that are mutually agreed upon, as allowed in Section A.2 of Exhibit A will generally be billed based upon the regular hourly billing rates then in effect for Consultant’s staff members who perform the services and the actual hours expended by them to provide the services. Client will be billed for such services on a progress billing basis, but no more frequently than monthly. Current hourly rates are:

- o Senior Consultant: \$250 - \$350
- o Associate Consultant: \$150 - \$250
- o Consulting Analyst: \$75 - \$150

Hourly rates are typically adjusted annually effective July 1 of each year. Alternatively, Client and Consultant may mutually agree upon a fixed project price for specified services. Out-of-pocket costs will be billed in addition, and may include delivery and messenger services as well as expenses for travel on behalf of Client such as costs for transportation, meals and lodging.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year written below.

AndCo Consulting, LLC. ("AndCo")

By: 

Print Name/Title: Michael Fleiner  
Senior Consultant

Date: 11/15/18

Washoe County Deferred Compensation Plan ("Client")

By: 

Print Name/Title: Chairman

Date: 11-15-18