



togetherforbetter

**AMENDMENT NO. 1
CBE NO. 607232-24
Marketing Services**

THIS AMENDMENT is made and entered into this ____ day of _____, 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and THE BURDETTE AGENCY, INC. DBA NORTH STAR PLACE BRANDING & MARKETING (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS the parties entered into an agreement under CBE Number 607232-24, entitled Marketing Services" dated November 5, 2024 (hereinafter referred to as CONTRACT); and

WHEREAS the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Section I: TERM OF CONTRACT

ORIGINALLY READ

"COUNTY agrees to retain PROVIDER for the period from July 1, 2024 through June 30, 2025, with the option to renew for two (2), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract."

REVISED TO READ

"COUNTY agrees to retain PROVIDER for the period from July 1, 2024 through June 30, 2025, with the option to renew for six (6), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract."

2. Section II: COMPENSATION AND TERMS OF PAYMENT

ORIGINALLY READ

"COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$465,448. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fees. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee."

REVISED TO READ

“COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$465,448 for the initial year and \$600,000 annually starting in renewal year one. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fees. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.”

3. Add Clause to Section XII: MISCELLANEOUS

T. Price Adjustment Request

Commencing on date of award, prices shall not be subject to change during the initial year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Analyst, 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only 1 written price adjustment request will be accepted from PROVIDER per 1 year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI) Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or five (5) percent for an increase or decrease.

☐ Suitable Proof:
Print-out of CPI index and calculated increase.

☐ Drastic Market Conditions
Should drastic market conditions occur which dictate a significant price increase during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase to the date of performance by an amount exceeding 5% percent. General industry correspondence with regards to market conditions are not suitable proof.

4. The revisions contained herein are effective as of July 1, 2025

This Amendment No. 1 represents an increase of \$3,600,000.00.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

PROVIDER:

THE BURDETTE AGENCY, INC DBA NORTH STAR PLACE BRANDING & MARKETING

By: 
WILL KETCHUM
CEO

Date: 9/18/25

COUNTY:

COUNTY OF CLARK, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By: 
Sarah Schaerrer (Sep 29, 2025 15:50:54 PDT)
SARAH SCHAERRER
Deputy District Attorney

Date: Sep 29, 2025