

**AMENDMENT NO. 1**

**EXTENSION TO THE DIVERSITY, EQUITY, AND INCLUSION (DEI) STARTUP  
INCUBATOR PROGRAM**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
2024, and between CLARK COUNTY, NEVADA (hereinafter referred to as “COUNTY”) and  
STARTUP NV (hereinafter referred to as “SUBRECIPIENT”).

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement under Clark County Fiscal Recovery  
Funds Resolution dated November 1, 2022 (FILE ID #22-1545) (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. Contract originally written to grant Subrecipient up to \$600,000 of Fiscal Recovery  
Funds (CDFA #21.027). This shall be revised to include an additional year of  
programming for the existing incubator program of \$300,079.97, as well as for the  
administration of the new Seed Vegas program at \$1,375,000. This amendment will grant  
subrecipient an additional \$1,675,079.97 total. The total amount to be awarded to  
Subrecipient shall be revised in all sections to not exceed \$2,275,079.97 as specified  
below.
2. Contract originally specified Subrecipient to run Diversity, Equity, and Inclusion Startup  
Incubator Program from November 1, 2022 through December 31, 2024. This date shall  
be extended to July 1, 2026 in all sections as specified below.
3. Section A.3 shall be amended as follows:

**ORIGINALLY WRITTEN**

Subrecipient may provide reimbursement and financial reports to the County on a monthly basis  
during the program period November 1, 2022, through December 31, 2024, at  
[Shani.Coleman@ClarkCountyNV.gov](mailto:Shani.Coleman@ClarkCountyNV.gov). These reports will contain, but are not limited to, the  
information contained in Exhibit “C,” “Request for Reimbursement and Financial Report.”

**REVISED TO READ**

Subrecipient may provide reimbursement and financial reports to the County on a monthly basis during the program period November 1, 2022, through July 1, 2026, at [Shani.Coleman@ClarkCountyNV.gov](mailto:Shani.Coleman@ClarkCountyNV.gov). These reports will contain, but are not limited to, the information contained in Exhibit "C," "Request for Reimbursement and Financial Report."

4. Section A.4 shall be amended as follows:

**ORIGINALLY WRITTEN**

Subrecipient will provide quarterly program outcomes and performance measurement reports to the County on at the close of each quarter during the Program period November 1, 2022, through December 31, 2024, at [Shani.Coleman@ClarkCountyNV.gov](mailto:Shani.Coleman@ClarkCountyNV.gov). these reports will contain, but are not limited to, the information contained in Exhibit "D," "Program Outcomes and Performance Measures Quarterly Report to Clark County," including any narrative report to delineate the benefit realized by the County for the Program support. The County reserves the right to request additional information to ensure that the Fiscal Recovery Funds are being used to achieve program outcomes and performance measures.

**REVISED TO READ**

Subrecipient will provide quarterly program outcomes and performance measurement reports to the County on at the close of each quarter during the Program period November 1, 2022, through July 1, 2026, at [Shani.Coleman@ClarkCountyNV.gov](mailto:Shani.Coleman@ClarkCountyNV.gov). These reports will contain, but are not limited to, the information contained in Exhibit "D," "Program Outcomes and Performance Measures Quarterly Report to Clark County," including any narrative report to delineate the benefit realized by the County for the Program support. The County reserves the right to request additional information to ensure that the Fiscal Recovery Funds are being used to achieve program outcomes and performance measures.

5. Addition of A.6 to the Scope of Services shall be as follows:

Subrecipient shall administer the Seed Vegas program. This program shall provide up to 50 grants of \$25,000 each to graduates of the existing Incubate Vegas program. The budget and time frame for administration for this program are encompassed within this amendment. Program Activities regarding Seed Vegas are added in new EXHIBIT E section.

6. Section B.4 shall be amended as follows:

**ORIGINALLY WRITTEN**

If the Subrecipient has not used the Fiscal Recovery Funds it has been awarded to cover services or costs for the period ending December 31, 2024, Subrecipient must notify the County by January 31, 2025, as any unappropriated Fiscal Recovery Funds remaining may be subject to recoupment and reallocation. The County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.

**REVISED TO READ**

If the Subrecipient has not used the Fiscal Recovery Funds it has been awarded to cover services or costs for the period ending July 1, 2026, Subrecipient must notify the County by August 31, 2026, as any unappropriated Fiscal Recovery Funds remaining may be subject to recoupment and reallocation. The County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.

7. EXHIBIT A Shall be amended as follows:

**ORIGINALLY WRITTEN**

**STARTUPNV**

**DEI STARTUP BUSINESS INCUBATOR PROGRAM**

The following items may be paid with the Clark County Fiscal Recovery Funds, not to exceed \$600,000:

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy and Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

<b>CLARK COUNTY FISCAL RECOVERY FUNDS GRANT BUDGET</b>				
<u>Category</u>	<b>Fiscal Recovery</b>	<b>Other Sources</b>	<b>Total</b>	<b>% of TR</b>
<b>Direct Administrative Cost</b>				
<i>Personnel</i>		-	-	
Salaries and Fringe Related to Admin of Project % Charged to Grant	<b>\$320,166.00</b>	-	<b>\$320,166.00</b>	53.4%
<b><u>Non Personnel</u></b>				
Professional Services Contracted (audit, bookkeeping, etc.)	\$83,349.00	-	\$83,349.00	
Rent / Insurance of facility	-	-		
Computer Related (software, hardware, internet, etc.)	\$35,989.39	-	\$35,989.39	
Utilities (Power, Gas, Telephone, etc.)	\$3,825.00	-	\$3,825.00	
Maintenance Supplies	-	-		
Office Supplies and Postage	-	-		
Travel	\$16,400.15	-	\$16,400.15	
Staff Development	\$32,000.00	-	\$32,000.00	
Liability Insurance / Fidelity Bond	\$2,225.00	-	\$2,225.00	
Indirect Cost Rate or 10% Diminimus Allowable	\$54,545.45	-	\$54,545.45	
<b>Total Direct Admin Costs</b>	<b>\$228,333.99</b>	-	<b>\$228,333.99</b>	38.0%
<b>Direct Goods and Services (not including personnel)</b>			-	
Mentor Stipends	\$34,000.00	-	\$34,000.00	
Translation Services	\$6,000.00	-	\$6,000.00	
Printing Coursework	\$8,000.00	-	\$8,000.00	
Books / Library	\$3,500.00	-	\$3,500.00	
<b>Total Direct Goods and Services</b>	<b>\$51,500.00</b>	-	<b>\$51,500.00</b>	8.6%

<b>Capital Investment</b>			-	
Furniture Fixtures and Equipment	-	-		
<b>Total Capital Investments</b>	-	-		0%
<b>TOTAL PROJECT COST</b>	<b>\$599,999.99</b>		<b>\$599,999.99</b>	<b>100%</b>

Please refer to the "Clark County" and "Line Item Budget" Tabs in attached budget spreadsheet for deep line item details.

## **REVISED TO READ**

### **STARTUPNV**

#### **DEI STARTUP BUSINESS INCUBATOR PROGRAM**

The following items may be paid with the Clark County Fiscal Recovery Funds, not to exceed \$2,275,079.97.

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy and Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

<b>CLARK COUNTY FISCAL RECOVERY FUNDS GRANT BUDGET</b>				
<u>Category</u>	<b>Fiscal Recovery</b>	<b>Other Sources</b>	<b>Total</b>	<b>% of TR</b>
<b>Direct Administrative Cost</b>				
<i>Personnel</i>		-		
Salaries and Fringe Related to Admin of Project % Charged to Grant	<b>\$617,639.00</b>	-	\$617,639.00	27.1%
<b>Non Personnel</b>				
Professional Services Contracted (audit, bookkeeping, etc.)	\$128,217.00	-	\$128,217.00	
Rent / Insurance of facility	-	-		
Computer Related (software, hardware, internet, etc.)	\$45,342.59	-	\$45,342.59	
Utilities (Power, Gas, Telephone, etc.)	\$4,725.00	-	\$4,725.00	
Maintenance Supplies	-	-		
Office Supplies and Postage	-	-		
Travel	\$33,200.15	-	\$33,200.15	
Staff Development	\$41,100.00	-	\$41,100.00	
Liability Insurance / Fidelity Bond	\$2,912.75	-	\$2,912.75	
Indirect Cost Rate or 10% Diminimus Allowable	\$80,343.47	-	\$80,343.47	
<b>Total Direct Admin Costs</b>	<b>\$335,840.96</b>	-	<b>\$335,840.96</b>	<b>14.8%</b>
<b>Direct Goods and Services (not including personnel)</b>			-	
Mentor Stipends	\$49,000.00	-	\$49,000.00	
Translation Services	\$6,000.00	-	\$6,000.00	
Mailing / Postage	\$100.00	-	\$100.00	

Printing Coursework	\$13,000.00	-	\$13,000.00	
Books / Library	\$3,500.00	-	\$3,500.00	
Grants for Seed Vegas Recipients (50 @ \$25,000 each)	\$1,250,000	-	\$1,250,000	
<b>Total Direct Goods and Services</b>	<b>\$1,321,600.00</b>	<b>-</b>	<b>\$1,321,600.00</b>	<b>58.1%</b>
<b><u>Capital Investment</u></b>				
Furniture Fixtures and Equipment	-	-	-	
<b>Total Capital Investments</b>	<b>-</b>	<b>-</b>		<b>0%</b>
<b>TOTAL PROJECT COST</b>	<b>\$2,275,079.96</b>		<b>\$2,275,079.96</b>	<b>100%</b>

Please refer to the "Clark County" and "Line Item Budget" Tabs in attached budget spreadsheet for deep line item details.

8. EXHIBIT E Shall be added as follows:

### **EXHIBIT E: SEED VEGAS PROGRAM ACTIVITIES**

#### **Program Activities and Support**

After completing the intake process and setting their Key Performance Indicators (KPIs) with their Head Coach, each company will be assigned a Mentorship Team. This team consists of subject matter experts specializing in the four core development areas. Each assigned mentor is dedicated to supporting the company with a specific KPI.

The progress of mentorship meetings and the company's advancement toward their KPIs is systematically tracked in a Progress Log. Maintained by the Program Coordinators, this log ensures that founders effectively engage with their assigned mentors, meet with them regularly, and remain on track with their KPIs, as well as the active participation of the company founder(s).

Every two weeks, the Head Coach meets with the company to evaluate progress, review the Progress Log, and determine funding disbursement. Each company may be allocated up to \$25,000, distributed in tranches based on their progress. Additional funding may be made available depending on the company's advancement and performance, and available funds.

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

**COUNTY**

COUNTY OF CLARK, NEVADA

**SUBRECIPIENT**

STARTUP NV

By: \_\_\_\_\_

JESSICA COLVIN  
Chief Financial Officer

By: \_\_\_\_\_

MAGGIE SALING  
Chief of Operations

**APPROVED AS TO FORM:**

STEVEN B. WOLFSON, District Attorney

By:  \_\_\_\_\_

JEFFREY ROGAN  
Deputy District Attorney