AMENDMENT NO. 2
CBE NO. 606219-22
BUSINESS LICENSE IMPLEMENTATION

THIS AMENDMENT is made and entered into this _____ day of _____ 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and Accela, Inc (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS the parties entered into an agreement under CBE Number 606219-22, entitled "BUSINESS LICENSE IMPLEMENTATION" dated November 9, 2022 (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. PARAGRAPH 2, PAGE 1

ORIGINALLY READ

"WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $7,049,992, including all travel, lodging, meals and miscellaneous expenses; and
WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract."

REVISED TO READ

"WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance of $9,770,392, including all travel, lodging, meals and miscellaneous expenses; and
WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

2. SECTION I: TERM OF CONTRACT

ORIGINALLY READ

"COUNTY agrees to retain PROVIDER for the period from date of award through October 31, 2023 with the option to renew for 3, one-year periods subject to the provisions of Section I and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. For avoidance of doubt, this Contract shall terminate on the completion of final milestone in the SOW, as defined in Section II and shall not apply to any subsequent SOWs."

REVISED TO READ

"COUNTY agrees to retain PROVIDER for the period from date of award through October 31, 2023 with the option to renew for 4, one-year periods subject to the provisions of Section I and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. For avoidance of doubt, this Contract shall terminate on the completion of final milestone in the SOW, as defined in Section II and shall not apply to any subsequent SOWs. COUNTY reserves the right to extend the Contract for up to an additional one (1) month for its convenience."

3. SECTION II: COMPENSATION AND TERMS OF PAYMENT, A. COMPENSATION

ORIGINALLY READ

"COUNTY agrees to pay PROVIDER for the performance of services described in the Statement of Work (Exhibit A) for the fixed fee amount of $7,049,992. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. 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 Statement of Work (Exhibit A) for the fixed fee amount of $9,770,392. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. 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."

4. Exhibit A, Statement of Work Business License Implementation, Page A-12

Add extension progress payment structure table, attached hereto.

5. Exhibit A, Statement of Work Business License Implementation, Page A-12, Expenses

ORIGINALLY READ

"Provider will provide up to a total of sixty (60) Weeks of onsite Services. A County "Week" is defined as one (1) person, for four (4) days or 32 hours, Monday through Thursday, allowing for travel time on Monday morning and Friday afternoon. Provider may assign more than one person per Week. For purposes of clarification only, if Provider assigns one person for one Week, this assignment will count as one (1) onsite Services Week, if Provider assigns two (2) people simultaneously for a one (1) Week onsite assignment, this assignment will count as two (2) Weeks of onsite Services. The cost for each week of travel expenses is estimated at $2,500 and comply with Section II of the Contract. The travel expense budget estimate is $150,000. Should the County require more onsite trips than the included above, a Change Order/Amendment will be required prior to

additional travel commencing to cover the cost of those additional trips."

REVISED TO READ

"Provider shall provide some weeks of onsite services. A County "Week" is defined as one (1) person, for four (4) days or 32 hours, Monday through Thursday, allowing for travel time on Monday morning and Friday afternoon. Provider may assign more than one person per Week. For purposes of clarification only, if Provider assigns one person for one Week, this assignment will count as one (1) onsite Services Week, if Provider assigns two (2) people simultaneously for a one (1) Week onsite assignment, this assignment will count as two (2) Weeks of onsite Services. The cost for each week of travel expenses is estimated at $2,500 and complies with Section II of the Contract. The travel expense budget estimate is $360,000. Should the County require more onsite trips than the included above, a Change Order/Amendment will be required prior to additional travel commencing to cover the cost of those additional trips."

6. Exhibit A, Statement of Work Business License Implementation, Page A-13, Contract Sum

ORIGINALLY READ

"The total amount payable under this SOW, as calculated for the above-mentioned fees and expenses, is $7,049,992 excluding travel expenses. The estimated fees for this SOW are predicated on the timely completion of Project milestones. However, should completion of milestones slip due to actions or inactions of County, and should this slippage result in material effort to Provider in excess of the hours provided for in this document, Provider will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both County and Provider. Change orders will need to be approved within twelve (12) County business days of delivery to avoid a halt of work on the Project.

REVISED TO READ

"The total amount payable under this SOW, as calculated for the above-mentioned fees and expenses, is $9,770,392 excluding travel expenses. The estimated fees for this SOW are predicated on the timely completion of Project milestones. However, should completion of milestones slip due to actions or inactions of County, and should this slippage result in material effort to Provider in excess of the hours provided for in this document, Provider will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both County and Provider. Change orders will need to be approved within twelve (12) County business days of delivery to avoid a halt of work on the Project."

This Amendment No. 2 represents an increase change of $2,720,400.

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

PROVIDER:
ACCELA, INC.

By: Signed by: Michael E Gigliello 73668EE5EB274C8... Date: Jul-14-2026
MICHAEL GIGLIELLO
Controller

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____ Date: _____
JESSICA COLVIN
Chief Financial Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Sarah Schaerrer Sarah Schaerrer (Jul 22, 2026 10:00:34 PDT) Date: 07/22/2026
SARAH SCHAERRER
Deputy District Attorney

Accela

Change Order

Date: 06/29/2026	CO#: 03		
Agency Name:	Clark County, Nevada		
Approving Agency Manager:	Suzanne Noble		
Accela Manager:	Peri Halliwell		
Project Name/ Code:	Clark, NV - Business Licensing ROM {PS}/ CLAR2BLIC		
Contract/ Agreement#:	CBE 606219-22		
Initiating Department:	Business Licensing	initiated By:	Bob Leek

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

Purpose:
This Change Order provides for the ongoing work of the Accela Technical Services team in support of the extension of this project. This estimate is based on the new go-live target of Fall 2027 and four weeks of post go-live support extending the implementation by 13 months.

Scope:
Completion of the scope outlined in the original SOW.

Out of Scope:
Any new requests outside the scope of the original SOW will be handled individually.

Detailed Requirements:
The detailed requirements are outlined in the original SOW.

Travel:
Change Order 3 allows for up to $210,000 in travel expenses that align to the travel terms and conditions in the original SOW.

Assumptions:

- During County Business License blackout times (September - December each year) and Finance blackout times (October - mid-November each year) an assigned resource will be identified that can act as a liaison and communicate with the teams to provide Accela with requested information.
- The County will provide the resources required to meet the dates in the mutually agreed Project Plan.

Risks:

- Project risks are identified and maintained in the project Jira site.

Total Project Schedule Impact:

- 13 months

Total Project Resource Impact:

- This Change Order provides for all required Accela team members to meet the new projected go live date.

Total Project Cost Impact:

- $2,720,400 including travel (through October 2027)

Billing Terms:

- See progress payment structure below.

Expiration:

- Expiration date is 30 days from the issue date of this change order

Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedence and supersedes all other documents and discussions regarding this subject matter. Notwithstanding anything to the contrary, Accela is not creating or developing any intellectual property under this CO for Agency.

Accepted By: Clark County, NV	**Accepted By:** Accela, Inc.
By:	By: Signed by: Michael E Gigliello 73668EE5EB274C8...
Print Name:	Print Name: Michael E Gigliello
Title:	Title: Controller
Date:	Date: Jul-14-2026

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Sarah Schaerrer (Jul 22, 2026 10:00:34 PDT)
SARAH SCHAERRER
Deputy District Attorney

Date Invoiced	Extension Change Order 3
	$2,510,400
10/27/2026	$209,200
11/27/2026	$209,200
12/27/2026	$209,200
1/27/2027	$209,200
2/27/2027	$209,200
3/27/2027	$209,200
4/27/2027	$209,200
5/27/2027	$209,200
6/27/2027	$209,200
7/27/2027	$209,200
8/27/2027	$209,200
9/27/2027	$209,200
Travel	$210,000
	$2,720,400