

**THIRD AMENDMENT TO
2021 AGREEMENT TO USE CONSOLIDATED APPROPRIATIONS ACT FUNDS BY
CLARK COUNTY SOCIAL SERVICE**

WHEREAS, the NEVADA HOUSING DIVISION (“Division”) and CLARK COUNTY SOCIAL SERVICES (“Clark County”) entered into an Agreement To Use Consolidated Appropriations Act Funds (“Agreement”) to provide housing stability services to eligible households to prevent eviction of tenants on April 9, 2021;

WHEREAS, the Division and Clark County amended that Agreement with the First Amendment on September 7, 2022 and Second Amendment on September 29, 2022, and wish to modify that Agreement with this Third Amendment; and

WHEREAS, the Division and Clark County Third Amendment serves to modify and supplement the previous Agreement entered into on April 9, 2021, and the First and Second Amendment between the Division and Clark County;

WHEREAS, Paragraphs A and B of Section I and Paragraph E of Section III are hereby deleted in their entirety and replaced with the following language:

I. Scope of Services.

A. The Division will provide CCSF Funds not to exceed the total of \$108,283,486 to assist eligible residential households in this State, residing in Clark County, with rental assistance. Households eligible to receive assistance under the Program must have a documented loss of income as a result of the COVID-19 pandemic and a household income at or below 80% of area median income for Clark County. Additional Program requirements are further described in Exhibit A and incorporated herein. **All Funds must be expended between March 1, 2021, and December 31, 2022, (“Expenditure Date”).**

B. CCSS agrees that any Program costs, unless otherwise specified, exceeding \$108,283,486 provided by the Division pursuant to this Agreement, will be the responsibility of CCSS. No more than five (5%) percent of the Funds provided pursuant to this Agreement may be used for Program delivery costs. Any ongoing Program costs, such as maintenance and operations, shall be the sole responsibility of CCSS but in any event not that of the Division. Program costs incurred by CCSS not having prior written approval by the Division will not be considered eligible under this Program.

III. Financial Management.

E. CCSS agrees that at any point prior to December 31, 2022, the Division may, at its sole discretion, reallocate any remaining, unexpended and unobligated amount of the \$108,283,486 to another entity for continuation of the Program.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed and intend to be legally bound thereby, this 22nd day of December, 2022.

Nevada Housing Division

Steve Aichroth

Digitally signed by: Steve Aichroth
DN: CN = Steve Aichroth email =
saichroth@housing.nv.gov C = AD O
= Housing Division OU = Administrator
Date: 2022.12.22 15:58:49 -08'00'

Steve Aichroth, Administrator

Date: _____



Jessica Colvin, Chief Financial Officer
Clark County Nevada

Date: 12/22/22