

SECOND AMENDMENT TO 2022 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE
FUNDS BY CLARK COUNTY HOME CONSORTIUM

This Second Amendment to the 2022 Agreement to Use Account for Affordable Housing Funds by Clark County HOME Consortium ("Amendment") is entered into on this _____ day of _____ 2025, ("Effective Date") by and between the Nevada Housing Division ("Division"), a division of the Nevada Department of Business and Industry and Clark County HOME Consortium ("Grantee"), a political subdivision of the State of Nevada, collectively the "Parties."

WHEREAS, the Division and Grantee entered into an Account for Affordable Housing Grant Agreement dated December 22, 2021 ("Agreement") whereby the Division granted funds from the Account for Affordable Housing ("Funds") to the Grantee; and

WHEREAS, the Agreement was amended with the First Amendment dated July 22, 2024, to extend the expenditure deadline; and

WHEREAS, the Division and Grantee wish to modify the Agreement and First Amendment with this Second Amendment to further extend the expenditure deadline; and

NOW THEREFORE, in consideration of the foregoing and the mutual representations, covenants, and agreements herein, the Parties do hereby agree as follows:

1. Paragraph A of Article I, per First Amendment is hereby deleted in its entirety and replaced with the following:

B. All Funds must be expended between July 1, 2021 and June 30, 2026, ("Expenditure Date"). If the Funds awarded have not been expended by the Expenditure Date, they must be returned to the Division. Grantee agrees that any program costs, unless otherwise specified, exceeding the \$1,834,108 provided by the Division pursuant to this Agreement, will be the sole responsibility of the Grantee. An amount not to exceed six percent (6%) of the Funds conveyed pursuant to this agreement may be used for Project delivery costs. Any ongoing Project costs, such as maintenance and operations, shall be the sole responsibility of the Grantee or if delegated, subgrantees, but in any event not that of the Division.

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

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SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed and intend to be legally bound thereby as of the Effective Date.

DIVISION:

NEVADA HOUSING DIVISION:

BY: _____
STEVE AICHROTH Date
Administrator

GRANTEE:

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR Date
Clark County Commissioners

ATTEST:

BY: _____
LYNN MARIE GOYA Date
County Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: *Sarah Schaerrer* 04/08/2025
Sarah Schaerrer (Apr 8, 2025 08:54 PDT)
SARAH SCHAERRER Date
Deputy District Attorney