

CBE NO. 606018-21

**FIRST AMENDMENT TO
2022 AGREEMENT TO USE ACCOUNT FOR AFFORDABLE HOUSING TRUST
FUNDS BY CLARK COUNTY SOCIAL SERVICES**

This First Amendment to the 2022 Agreement to Use Account for Affordable Housing Trust Funds by Clark County Consortium (“Amendment”) is dated on this _____ day of _____, 2024, (“Effective Date”) by and between the Nevada Housing Division (“Division”), a division of the Nevada Department of Business and Industry, and Clark County Social Services, (“Grantee”), a political subdivision of the State of Nevada, collectively the “Parties.”

RECITALS

WHEREAS, the Division and Grantee, entered into the 2022 Agreement to Use Account for Affordable Housing Trust Funds by Clark County Social Services on or about December 7, 2021, (“Original Agreement”) which had an effective date of July 1, 2021, wherein the Division granted Grantee \$1,834,108 in funds from the Account for Affordable Housing (“Funds”) which had an Expenditure Date of June 30, 2024; and

WHEREAS, Grantee has requested an extension of the Expenditure Date to June 30, 2025;

WHEREAS, the Division has approved the request for an extension of the Expenditure Date; and

WHEREAS, the Division and Grantee wish to modify the Original Agreement with this Amendment.

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

1. Paragraph B is hereby deleted in their entirety and replaced with the following language:
 - A. All Trust Funds must be expended between July 1, 2021, and June 30, 2025, (“Expenditure Date”). If the Trust Funds awarded have not been expended by the Expenditure Date, they must be returned to the Division. Clark County Social Service agrees that any program costs, unless otherwise specified, exceeding the \$1,834,108 provided by the Division pursuant to this Agreement, will be the responsibility of Clark County Social Services. An amount not to exceed six percent (6%) of the Trust 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 Clark County Social Services or if delegated, subgrantees, by in any event not that of the Division.

2. This Amendment is effective on the Effective Date and is entered into under and pursuant to the laws of the State of Nevada, and shall be interpreted and enforceable in accordance therewith.

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

**CLARK COUNTY
HOME CONSORTIUM:**

NEVADA HOUSING DIVISION:

By: _____
Tick Segerblom, Chair
Clark County Commissioners

By: _____
Steve Aichroth
Administrator

Attest:

By: _____
Lynn Marie Goya
County Clerk

Approved as to form:
Steven Wolfson, District Attorney

By: *Jason Patchett*
Jason Patchett (Jun 26, 2024 17:12 PDT)

Jason B. Patchett
Deputy District Attorney