

SECOND AMENDMENT TO 2021 AGREEMENT TO USE
HOME INVESTMENT PARTNERSHIPS PROGRAM
("HOME") CFDA # 14.239
FUNDS BY THE CLARK COUNTY HOME CONSORTIUM

This Second Amendment to the 2021 Agreement to use HOME Investment Partnerships Program Funds by Clark County HOME Consortium ("Amendment") is entered 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."

RECITALS

WHEREAS, the Nevada Housing Division ("Division") and Clark County HOME Consortium ("Grantee") entered into a 2021 Agreement to use HOME Investment Partnership Program Funds by the Grantee on December 7, 2021 ("Agreement");

WHEREAS, the Division and Grantee amended that Agreement with the First Amendment on June 7, 2022;

WHEREAS, the Division has identified an error in the amount of Program Income awarded in the Agreement;

WHEREAS, the Division and Grantee wish to modify that Agreement and First Amendment with this Second Amendment, and;

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

1. Paragraphs A, B, C, and F of Article I, Scope of Services, are hereby deleted in their entirety and replaced with the following language:

A. Using the population-based formula, which was agreed upon by Participating Jurisdictions in the State, the Division has determined that the Grantee is eligible to receive 2021 Funds in the amount of \$784,738.00 and \$72,018.22 of Program Income, receipted for the previous fiscal year.

B. The Division will provide the Grantee \$784,738.00 and \$72,018.22 of Program Income.

C. The Grantee agrees that any program costs, unless otherwise specified, exceeding the \$784,738.00 in Funds and the \$72,018.22 in Program Income provided by the Division pursuant to this Agreement, will be the responsibility of the Grantee. Any ongoing administration costs such as maintenance and operations shall be the sole responsibility of the Grantee.

F. HUD has waived the 2021 Community Housing Development Organization (CHDO) commitment requirement as outlined in the approved CHDO Reallocation Request dated March 12, 2025. As a result, the requirement for the commitment of funds to a CHDO is hereby waived for the 2021 allotment of Funds.

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

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.

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
BY: Sarah Schaerrer (Apr 8, 2025 10:15 PDT) Date
SARAH SCHAERRER
Deputy District Attorney