

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

WHEREAS, the NEVADA HOUSING DIVISION (“Division”) and CLARK COUNTY (“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 wish to modify that Agreement with this First Amendment; and

WHEREAS, this First Amendment serves to modify and supplement the previous Agreement entered into on April 9, 2021, 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 \$103,968,714 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 September 30, 2022, (“Expenditure Date”).**

B. CCSS agrees that any Program costs, unless otherwise specified, exceeding \$103,968,714 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 September 30, 2022, the Division may, at its sole discretion, reallocate any remaining, unexpended and unobligated amount of the \$103,968,714 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 _____ day of _____, 2022.

Nevada Housing Division

Steve Aichroth, Administrator

Date: _____

Jessica Colvin, Chief Financial Officer
Clark County Nevada

Date: _____

Lynn Marie Goya, Clark County Clerk

Date: _____