

1<sup>st</sup> AMENDMENT TO  
2019 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE FUNDS BY WASHOE COUNTY

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, ("NHD"), is the administering agency for the Account for Low-Income Housing Trust Funds ("Trust Funds"); and

WHEREAS, NHD is responsible for the planning, administration, implementation, and evaluation of the Welfare Set-Aside Trust Funds ("Program"); and

WHEREAS, Washoe County is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Washoe County by providing Trust Funds to Washoe County on behalf of its Social Service Department, ("Social Service") in order to assist with qualified welfare set-aside activities.

NOW, THEREFORE, in consideration of the foregoing premises, the use of Trust Funds be conveyed to Washoe County on behalf of Social Service, by NHD subject to the following conditions and limitations:

**I. Scope of Services.**

A. NHD will provide, effective April 15, 2019, additional funds in the amount of \$45,130.00 for Program Activities. Washoe County will receive funds not to exceed the total of \$182,280.99 from the 2019 Rural Welfare Set-Aside Trust Funds to assist with qualified Program activities ("Activities"). Households assisted may not have gross incomes that exceed 60% of area median income and 15% of the total households served must be at poverty level.

B. Social Service agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified, exceeding \$182,280.99 will be the responsibility of Social Service. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Social Service. All funds must be spent by June 30, 2021.

C. Before disbursing Trust Funds to any recipient, Social Service agrees to enter into an agreement by way of a signed application with the recipient.

D. Changes in the Scope of Services as outlined herein must be in accordance with NRS 319 and NAC 319, made by written amendment to this Inter-local Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WASHOE COUNTY

NEVADA HOUSING DIVISION

\_\_\_\_\_  
Chair  
Washoe County Board of Commissioners

\_\_\_\_\_  
Stephen Aichroth  
Administrator

State of Nevada     )  
Washoe County     )

State of Nevada     )  
Carson City        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, personally appeared (name) \_\_\_\_\_, who did say that he/she is the (title) \_\_\_\_\_ of the (name of entity) \_\_\_\_\_, named in the foregoing instrument, and acknowledged that he/she executed the same.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, personally appeared \_\_\_\_\_, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public