

**CITY OF SPARKS, NEVADA  
GRANT PROGRAM CONTRACT  
CARES ACT FUNDED RENTAL ASSISTANCE PROGRAM**

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**AMENDMENT NO. 1**

**DATED** as of December 15, 2020

**WHEREAS**, the “Grant Program Contract” (“Contract”) dated August 24, 2020 was entered into between the **City of Sparks** and the **Reno Housing Authority** (“RHA”). Pursuant to Section 1.A. of the Contract, the City agreed to grant to RHA funds in an amount not to exceed \$2,000,000 (“Funds”) allocated to the City of Sparks through the *Corona Virus Aid, Relief and Economic Security Act* (CARES Act) to provide rental assistance to households residing within the corporate limits of the City of Sparks affected by the COVID-19 pandemic.

**WHEREAS**, Section 1.A of the Contract requires that RHA expend or incur all funds between March 30, 2020 and December 11, 2020 (“Expenditure Date”) and Section 2.N. of the Contract requires that RHA serve notice to the City by December 15, 2020 of any Funds not expended or incurred by December 11, 2020 and return unspent or un-incurred funds to the City by December 30, 2020.

**WHEREAS**, RHA has experienced difficulties and delays obtaining information from applicants for rental assistance demonstrating pre- and post-COVID-19 income and household cash assets, and this difficulty substantially impeded the approval and provision of rental assistance to eligible households.

**WHEREAS**, RHA has requested that the City approve extensions of the deadlines specified in Sections 1.A and 2.N. of the Contract to continue approving and providing rental assistance to eligible households.

**WHEREAS**, as of December 1, 2020, RHA has expended \$740,281 of the Funds and anticipates expending an additional \$537,962 of the Funds (“Funds to be Spent”) to provide assistance to 93 more households provided the City approves extensions of the deadlines specified in Sections 1.A. and 2.N of the Contract.

**WHEREAS**, as of December 1, 2020, RHA anticipates it will not expend \$591,757 of the Funds (“Remaining Funds”).

**WHEREAS**, the State of Nevada (State) is granting RHA similar extensions of the deadlines to expend State CARES Act funds.

NOW THEREFORE, the parties agree as follows:

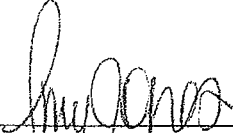
1. **Amount of Funds and Deadline for Expenditure of the Funds.** The Contract is hereby amended in Section 1.A and all other relevant places to: (a) reduce the amount of Funds that RHA may expend from \$2,000,000 to \$1,408,243 and, (b) change the Expenditure Date from the period between March 30, 2020 and December 11, 2020 to the period

between March 30, 2020 and December 30, 2020.

2. **Notice to the City of and Return of Unexpended Funds to be Spent.** The Contract is hereby amended in Section 2.N. and all other relevant places to change the date by which RHA must provide notice to the City of any Funds to be Spent that it will not expend from December 15, 2020 to December 29, 2020. Notice must be served on the City by December 29, 2020 and any unexpended Funds to be Spent must be returned to the City by December 30, 2020.
3. **Return of Remaining Funds.** RHA agrees to return the Remaining Funds (\$571,757) to the City as its first possible opportunity but no later than December 23, 2020.
4. **Status of Agreements.** Except to the limited extent amended hereby, the terms and conditions of the original Contract remain in full force and effect and unchanged by this Amendment No. 1.
5. **Authority to Execute.** The persons signing below each hereby warrants and represents that said person has actual authority to enter into this Amendment No. 1 on behalf of the Party for whom said person is executing this Amendment No. 1 and to bind the said Party to this Amendment and that there are no known restrictions or prohibitions against entering into this Amendment No. 1 by the Party on behalf of whom said person is executing this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date entered into on the first page hereof.

**RENO HOUSING AUTHORITY**

By: 

Name: Amy Jones

By: \_\_\_\_\_

Title: Executive Director

CITY OF SPARKS

By: Neil C. Krutz  
Neil C. Krutz, ICMA-CM  
City Manager

APPROVED AS TO LEGAL FORM:

By: [Signature]  
City Attorney's Office

To be ratified by the City of Sparks City Council:

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

CITY OF SPARKS, NEVADA

Ed Lawson, Mayor

ATTEST:

City Clerk