

FIRST AMENDMENT TO  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
AGREEMENT between the City of Las Vegas and  
Caminar/CLC

THIS FIRST AMENDMENT TO THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101-2986, hereinafter referred to as "CITY", and Caminar/CLC, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV, 89102.

WITNESSETH:

WHEREAS, the parties entered into the Housing Opportunities for Persons With AIDS (HOPWA) Program Agreement to fund PROJECT SPONSOR, dated July 1, 2004 ("Original Agreement"); and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. A. Activities of HOPWA Agreement to a total of \$30,000 in HOPWA funds for tenant-based rental assistance and supportive services for persons with HIV/AIDS and their families; and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. D. Time of Performance of HOPWA Agreement to July 1, 2006 through June 30, 2007; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "A", Budget, of Article IV. F. of the HOPWA Agreement and to insert Exhibit "A-1" in its place; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "C", Request for Release of Funds, of Article IV. G. of the HOPWA Agreement and to insert Exhibit "C-1" in its place.

NOW THEREFORE, for and in consideration of the foregoing, the Parties do hereby agree as follows:

1. Article I.A. Activities, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

Subject to the actual receipt of funds by the City, the City will provide up to **\$30,000** in HOPWA program funds to the PROJECT SPONSOR to provide tenant-based

rental assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A-1", attached.

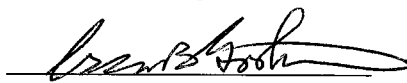
2. Article I.D. Time of Performance, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2006, or the date first written above, through June 30, 2007. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2006-2007. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2006, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

3. Exhibit "A", Budget, of Article IV. Financial Management, E. Program Budget, of the HOPWA Agreement is hereby deleted and the attached Exhibit "A-1" is inserted in its place.
4. Exhibit "C", Request for Release of Funds, of Article IV. Financial Management, F. Method of Payment, of the HOPWA Agreement is hereby deleted and the attached Exhibit "C-1", Request for Release of Funds, is inserted in its place.
5. Except, as herein above set forth, all other provisions of the HOPWA Agreement, which are not inconsistent herewith, shall remain in full force and effect.

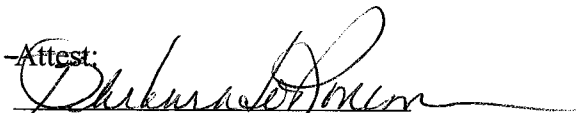
IN WITNESS WHEREOF, parties have caused this First Amendment to the HOPWA Program Agreement To Fund PROJECT SPONSOR's HOPWA-eligible activities to be executed by their duly authorized representations the day and year first above written.

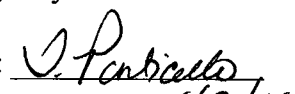
City of Las Vegas

  
Oscar B. Goodman, Mayor

Caminar/CLC

  
Kathi Thomas-Gibson, Executive Director

Attest:  
  
Barbara Jo Ronemus, City Clerk

Approved as to form:   
8/30/06

## EXHIBIT “A-1”

### **Caminar/CLC**

#### **Budget**

**Caminar/CLC** services will be provided in accordance with the following budget:

|                                |                    |
|--------------------------------|--------------------|
| Tenant-Based Rental Assistance | \$20,000.00        |
| Supportive Services            | \$7,900.00         |
| Administration (7%)            | \$2,100.00         |
| <b>TOTAL GRANT AWARD</b>       | <b>\$30,000.00</b> |

## EXHIBIT "C-1"

### CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2006/2007 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

|           |                   |                              |
|-----------|-------------------|------------------------------|
| Request # | Amount of Request | Period Covered               |
|           |                   | From                      To |

|                                                |                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------|
| Agency: Caminar/CLC                            | Phone: 471-6360                                                          |
| Project: Satellite Assisted Independent Living | FAX: 471-6367                                                            |
| Contact Person: Kathi Thomas-Gibson            | e-mail: <a href="mailto:kathig@caminarclc.org">kathig@caminarclc.org</a> |

| Account Title                  | Budgeted Amount | Previous Drawdowns | Request Amount | Remaining Funds |
|--------------------------------|-----------------|--------------------|----------------|-----------------|
|                                |                 |                    |                |                 |
| Tenant-Based Rental Assistance | \$20,000.00     |                    |                |                 |
|                                |                 |                    |                |                 |
| Supportive Services            | \$7,900.00      |                    |                |                 |
|                                |                 |                    |                |                 |
| Administrative Expenses (7%)   | \$2,100.00      |                    |                |                 |
|                                |                 |                    |                |                 |
| TOTAL                          | \$30,000.00     |                    |                |                 |

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Signature

Date