

FIRST AMENDMENT  
TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated October 29, 2012 is made and entered into November 9 2018 (the "First Amendment") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the Town of Hempstead Housing Authority ("Subrecipient"), a public housing authority in the County of Nassau, New York. The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) ("HCD Act"), as amended, Grantee is authorized to administer and distribute Community Development Block Grant ("CDBG") funds in the State of New York ("State"); and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), portions of the State received major disaster declarations as a result of Hurricane Sandy; and

WHEREAS, in the aftermath of Hurricane Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (the "Act"), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development ("HUD") for Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013 (the "Storms"), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, entitled *Allocations, Common Applications, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,182), entitled *Third Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received a third allocation of CDBG-DR funds from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); and

WHEREAS, HUD requires that the State spend 80% of all CDBG-DR funds so allocated within the counties of Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond; and

WHEREAS, Governor Andrew M. Cuomo established GOSR within HTFC and tasked it with administering the State's CDBG-DR program; and

WHEREAS, the State is focusing on assisting vulnerable populations by investing in the repair and resilience of public housing units damaged by the Storms, and the construction of new public housing units that were damaged during the Storms. The State is committed to assisting the unmet needs of the Public Housing Authorities; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has provided disaster funds to public entities, including the Subrecipient; and

WHEREAS, there may still be gaps in recovery between what FEMA can provide and what the Subrecipient needs to recover and rebuild from Superstorm Sandy so that Subrecipient is more resilient to future storms and low-level flooding; and

WHEREAS, HUD allows CDBG-DR funds to be utilized to assist public facilities recover if such facilities are directly impacted by one of the Storms, meets a national objective, and is otherwise an eligible activity under HUD's CDBG-DR program; and

WHEREAS, Subrecipient was heavily impacted by Superstorm Sandy and requested CDBG-DR funding for the reimbursement of costs associated with the repair and resilience of its public housing units; and

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on October 29, 2012 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to obtain reimbursement for certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this First Amendment to amend certain Terms of the Agreement governing with the disaster recovery project described herein; and

NOW THEREFORE, the Parties agree that the Grant Funds (as defined below) will be administered in accordance with the following terms and conditions:

STIPULATED AND AGREED as follows:

1. All references in the Agreement to 2 CFR Part 200 are hereby replaced with 24 CFR 84 or 85 (or any subsection thereof), and OMB Circulars A-87, A-122, A-21 or A-133, as applicable; wherever they appear.
2. The first sentence of Section II of the Agreement is hereby deleted and replaced with the following: "The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of October 29, 2012 and shall end on October 13, 2013."
3. The first sentence of Section IV of the Agreement is hereby deleted and replaced with the following: "It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed \$502,122.73, as currently set forth in Exhibit B1".
4. The second sentence contained in Section VIII(E) of the Agreement is hereby deleted.
5. The first two sentences of Section IX(B)(2) of the Agreement are hereby deleted and replaced with the following: "Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer." All references in such Section to "five-year period" or "six-year period" are hereby replaced with "retention period".
6. Section IX(B)(5) of the Agreement is hereby amended by adding between the third and fourth sentences of such Section the following: "In order to receive final close-out, Subrecipient may be required by Grantee to certify compliance with the terms of this Agreement."
7. Exhibit B of Agreement is hereby replaced by Exhibit B1, as appended hereto.

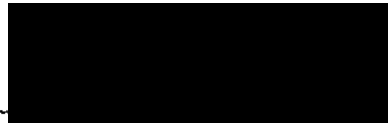
IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

**Town of Hempstead Housing Authority**



Name: Ronnie W. Lawrence  
Title: Executive Director

**Housing Trust Fund Corporation**



By: \_\_\_\_\_  
Name: Daniel Greene  
Title: General Counsel  
Governor's Office of Storm Recovery

## EXHIBIT B1

### First Amendment Budget

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Based on the table below, the Grantee shall reimburse amounts determined to be ineligible for FEMA reimbursement, but no more than \$502,122.73 as currently set forth below. All costs eligible for reimbursement must have been incurred between October 29, 2012 and October 13, 2013. Should the information in the table change or the Subrecipient receive additional funds applicable to the calculation, Grantee shall have a right to recalculate the actual amount of Grant Funds. Additionally, Grantee may determine to increase or decrease Grant Funds, at its sole discretion, which may not be disputed.

TOHHA/GOSR Subrecipient Budget*						
Project	Insurance Proceeds	FEMA PW			FEMA Ineligible	
		FEMA \$ (90%)	Match \$ (10%)	Total (100%)	100% HUD	Total Project \$
PW-2470 Bldgs and Equipment	\$38,226.58	\$3,235.50	\$359.50	\$3,595.00		\$41,821.58
PW-3525 Boilers		\$77,709.60	\$8,634.40	\$86,344.00	\$194,802.68	\$281,146.68
PW-2875 Mill River Bldg Repair		\$139,253.06	\$15,472.56	\$154,725.62	\$303,745.55	\$458,471.17
PW-2261 Debris Removal		\$107,341.00	\$11,926.78	\$119,267.78		\$119,267.78
PW-2392 Emergency Protective Measures		\$132,593.73	\$14,732.64	\$147,326.37		\$147,326.37
PW-2612 Asbestos Removal	\$206,865.55				\$3,574.50	\$210,440.05
PW-2943 Building Repairs	\$67,725.03					\$67,725.03
PW-3643 Inwood Gardens Rehab	\$543,134.45	\$1,653,358.27	\$183,706.47	\$1,837,064.74		\$2,380,199.19
Project Totals:	\$855,951.61	\$2,143,491.16	\$234,832.35	\$2,348,323.51	\$502,122.73	\$3,706,397.85
HUD Total:					\$502,122.73	

\*Calculations contained in this Table are for informational purposes only. Only those items categorized as "FEMA Ineligible 100% HUD" shall be reimbursable under this Agreement.