

FIRST AMENDMENT  
TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT  
Dated as of July 1, 2014  
(Subrecipient Agreement #3)

THIS FIRST AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated as of July 1, 2014 by and between the Housing Trust Fund Corporation ("Grantee") and the Dormitory Authority of the State of New York ("Subrecipient") is made and entered into May 7, 2015 and is effective as of 1/1/15 (the "First Amendment") The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement as of July 1, 2014 (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 provide certain services in support of the State of New York's recovery efforts following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy; and

WHEREAS, the Agreement includes certain terms and conditions regarding Grantee's provision of CDBG-DR funds to Subrecipient; and

WHEREAS, in a manner consistent with the Federal Register Notice in Docket No. FR-5696-N-01, as amended, Grantee and Subrecipient acknowledge and agree that: (a) disaster recovery needs in the Program will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual; and (b) remaining recovery needs may also evolve over time as they are met by the dedicated resources such as those provided by Subrecipient (either directly or through its authorized consultants) to Grantee pursuant to the Agreement; 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, Grantee and Subrecipient desire to amend the Agreement by means of this First Amendment in order to increase the budget and revise certain terms and conditions;

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first paragraph of the Agreement is amended to read as follows:

THIS COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT AGREEMENT ("Agreement") is made effective as of the 15<sup>th</sup> day of November, 2013 ("Effective Date") by and between the Housing Trust Fund Corporation ("Grantee" or "HTFC") and the Dormitory Authority of the State of New York ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

2. Subsection III.A. of the Agreement shall be replaced in its entirety with the following paragraph:

A. Budget. Subrecipient's approved budget (as set forth in Exhibit B) for the Scope of Services to be rendered hereunder shall not exceed \$40,000,000, unless otherwise amended pursuant to the terms hereof ("Budget"). Any indirect costs charged must be consistent with the conditions of subsection IX.C.2 of this Agreement. Grantee shall authorize and initiate Subrecipient's performance of services hereunder through the issuance of Work Orders in the form attached hereto as Exhibit A, which is hereby incorporated by reference ("Work Order"). Grantee shall obligate funds for Subrecipient for the Scope of Services described in each Work Order, prior to Subrecipient executing any contracts for the performance of any services authorized through a Work Order, together with any related supporting documentation for such Work Order. Prior to Subrecipient executing a contract with a consultant for the design of any project authorized through a Work Order, Grantee shall obligate funding in an amount sufficient to cover all estimated design costs as set forth in the applicable Work Order. Prior to Subrecipient's bidding for construction of any project authorized through a Work Order, Grantee shall obligate all construction funding to Subrecipient, including contingencies for any project authorized through a Work Order, as set forth in the applicable Work Order. Subrecipient shall not award a contract or an amendment to an existing contract for a project authorized through a Work Order if the cost of such contract or amendment would cause the Project budget to be exceeded without an appropriate amendment to the applicable Work Order. In addition, Grantee may require a detailed budget breakdown in connection with each Work Order, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any change to the Budget amount must be approved in writing by Grantee and Subrecipient before such changes are allowed and reimbursable. Notwithstanding any terms provided for above, funding obligated through Work Orders hereunder shall be disbursed by Grantee in accordance with the provisions of subsection IX.C.4. of this Agreement.



3. Grantee's addressee for notice under Section VII of the Agreement is hereby changed from "Attn: Seth Diamond, State Director of Storm Recovery" to "Attn: James Rubin, Executive Director, Governor's Office of Storm Recovery".
4. A new Section XXI to the Agreement is hereby added to read as follows:

**XXI. NO INTENDED THIRD PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as otherwise provided herein, nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or causes of action in favor of, any third party against either party hereto.

5. Exhibit B to the Agreement, entitled "Budget", is hereby deleted in its entirety and replaced with the following:

**EXHIBIT B  
Budget**

Item	Description	Basis	Budget
1	NY Rising Buyout and Acquisition Program	Original Subrecipient Agreement	\$2,000,000
2	Multi-Family Repair, Reconstruction, Rental Properties/Affordable Housing Programs	Original Subrecipient Agreement	3,000,000
3	Infrastructure and Local Government/NY Rising Community Reconstruction Program	Original Subrecipient Agreement	5,000,000
4	<b>Subtotal (Original Subrecipient Agreement)</b>		<b>\$10,000,000</b>
5	Amendment No. 1 (Multi-Family Program)	DASNY WO #2015-04	\$3,000,000
6	Amendment No. 1 (unassigned)	Amendment No. 1	\$2,000,000
7	Infrastructure and Local Government/NY Rising Community Reconstruction Program	Amendment No. 1	\$25,000,000
8	DASNY Fee	Included in the above	
9	<b>Subtotal (DASNY)</b>		<b>\$30,000,000</b>
10	Contingency	0%	
11	<b>Amendment No. 1 Subtotal</b>		<b>\$30,000,000</b>
12	<b>Total HTFC/DASNY Subrecipient Agreement No. 3 Value</b>		<b>\$40,000,000</b>

- A. In a manner consistent with HUD Docket No. FR-5696-N-01 and HUD Docket No. FR-5696-N-06, each as amended, Grantee and Subrecipient acknowledge and agree that disaster recovery needs will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual. Remaining recovery needs may also evolve over time as they are met by the dedicated resources provided by Subrecipient (either directly or through its authorized contractors or subrecipients) to Grantee pursuant to this Agreement. Accordingly, the budget described in this Schedule B is subject to change, and may be modified by written amendment to the Agreement signed by Grantee and Subrecipient.
- B. DASNY is authorized to re-allocate funds between Budget line items as it determines necessary so long as the overall Budget is not exceeded.
6. Except as specifically amended herein, all terms and conditions in the Agreement remain the same, continue in full force and effect, and apply to this First Amendment.

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

**Dormitory Authority of the  
State of New York**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Stephen D. Lupo*  
*Managing Director,*  
*Construction*

**Housing Trust Fund Corporation**

Name: James Rubin

Title: Director, Governor's Office of  
Storm Recovery