

FIRST AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO the Community Development Block Grant Disaster Recovery Memorandum of Understanding effective April 1, 2013 is made and entered into March 24, 2015 and is effective as of March 31, 2015 (the "First Amendment") by and between the Housing Trust Fund Corporation ("HTFC"), operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the New York State Department of State ("DOS"). The foregoing Grantee and DOS shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and DOS entered into a Community Development Block Grant Disaster Recovery Memorandum of Understanding effective April 1, 2013 (the "MOU"), the terms of which govern DOS'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 Superstorm Sandy; and

WHEREAS, the term of the MOU, as set forth in Section II, is April 1, 2013 to March 31, 2015, and the Parties desire to extend the term of the MOU; and

WHEREAS, the Parties desire to amend the MOU by means of this First Amendment in order to extend the term of the MOU by an additional year; and

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. Section II of the MOU is hereby amended as follows: by striking the words "March 31, 2015" and replacing them with the words "March 31, 2016".
2. The Parties hereby agree that DOS will submit, no later than April 17, 2015, a staffing plan to be approved by the Managing Director of the NY Rising Community Reconstruction Program that will set forth staff utilization projections for the period of time between June 1, 2015 and March 31, 2016. Such staffing plan may be amended as deemed necessary by DOS and the Managing Director of the NY Rising Community Reconstruction Program.
3. All other terms and conditions to the Memorandum of Understanding are hereby continued in full force and effect as though set forth herein.

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

New York State Department of State

Housing Trust Fund Corporation

By: _____
Name: Judith Kenny
Title: Director of Administration
New York State Department of State

By: _____
Name: ~~Jan~~ James Rubin
Title: Director, Governor's Office
of Storm Recovery