

**SECOND AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT  
BY AND BETWEEN**

**HOUSING TRUST FUND CORPORATION  
AND  
DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

This Second Amendment to Subrecipient Agreement (“Second Amendment”) hereby amends that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement effective as of June 20<sup>th</sup>, 2013, as amended (the “Agreement”) by and between Housing Trust Fund Corporation (“Grantee”) and the Dormitory Authority of the State of New York (“Subrecipient”).

**WITNESSETH:**

WHEREAS, effective as of June 20, 2013, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement (the “Subrecipient Agreement”) in connection with that portion of the Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) program (the “CDBG-DR Grant Program”) known as the Recreate NY Smart Home Program (now known as the NY Rising Storm Recovery Program) (the “Program”); and

WHEREAS, Grantee and Subrecipient entered into a First Amendment to the Subrecipient Agreement, effective as of September 25, 2013;

WHEREAS, in a manner consistent with the Federal Register Notice in Docket No. FR-5696-N-01, 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, the parties desire to further amend the Schedule B of the Agreement in order to meet the evolving needs of the Program and provide for the delivery of additional Inspection Management Services pursuant to the Agreement.

NOW THEREFORE, in accordance with the promises and covenants set forth herein, Grantee and Subrecipient hereby agree as follows:

1. **Schedule B** to the Agreement is hereby amended to contain the revised and updated Budget set forth in Schedule B (Amended November 21 2013), attached hereto and made a part hereof.
2. This Second Amendment is effective as of the 18th day of October, 2013. Except as otherwise amended in this Second Amendment: (a) all terms defined in the Agreement shall have the meanings therein given; and (b) all of the terms, covenants and conditions in the Agreement are hereby ratified, and shall remain in full force and effect between the parties.

**IN WITNESS WHEREOF**, this Second Amendment has been executed by a duly authorized representative of each of the parties on the date appearing opposite the respective signatures below.

**HOUSING TRUST FUND  
CORPORATION**

Date: 11/27/13

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

Name: Seth Diamond

Title: Director of Storm Recovery

**DORMITORY AUTHORITY OF THE  
STATE OF NEW YORK**

Date: 12/2/13

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

Name: Paul F. Williams, Jr.

Title: President

Schedule B  
HTFC/DASNY Sub-Recipient Agreement/ Project Management Agreement Budget  
11/21/2013

Item	Description	Basis	Budget
1	Inspection Management Services	LiRo, URS, McKissack	\$ 20,000,000
2	CM Costs	DASNY Estimate 11/21/13	\$ 11,500,000
3	Phase 3 services (as requested/TBD)	None	\$ -
4	Architects/Engineers (Finalize, Update and Maintain Construction Specs, etc.)	Estimate	\$ 100,000
5	DASNY Fee	Through 11/30/13 (estimate)	\$ 600,000
6	Insurance	\$500K/year * 1 yrs	\$ 500,000
7	Outside Counsel	\$1M/year * 1 yrs	\$ 1,000,000
8	Other Project Costs		\$ 300,000
		Subtotal:	\$ 34,000,000
8	Project Contingency	None	\$ -
9	Additional Inspections	None	\$ -
		Total:	\$ 34,000,000
		Say:	\$ 34,000,000

**A. In a manner consistent with HUD Docket No. FR-5696-N-01, 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" in 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 does not exceed thirty-four million dollars (\$34,000,000.00).**