

**LEAD-BASED PAINT HAZARD CONTROL PROGRAM  
GRANT AGREEMENT  
HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH (HRA)  
FIRST AMENDMENT**

THIS FIRST AMENDMENT is entered into this \_\_\_\_ day of June 2017, by and between the City of Duluth (the "City"), and the Housing and Redevelopment Authority of Duluth, Minnesota (the "Agency").

WHEREAS, on November 7, 2013, the parties entered into a Lead-based Paint Hazard Control Program Grant Agreement (the "Agreement") pursuant to which the Agency agreed to provide services to implement a Lead-Based Paint Hazard Control Program ("Program") which will use HUD funds in an amount not to exceed \$2,255,000 to remediate lead-based paint in homes and rental properties in Duluth; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the City and Agency do mutually agree as follows:

1. Section 1 of the Agreement, Use of Grant Funds, is hereby amended to provide that up to Five Hundred Eighty Thousand and no/100ths (\$580,000) of the total not to exceed contract amount may be funded either with HUD Program funds or with alternative funding payable from Fund 262 - CDBG (the "Replacement Funding") pursuant to a funding agreement between the City, St. Louis County and the Agency of even date herewith. The Replacement Funding may only be used for lead-based paint hazard control activities on the Gateway Tower project located at 600 West Superior Street (the "Gateway Project").
2. Section 2 of the Agreement, Documents to be Incorporated, is hereby amended to add the following as documents incorporated by reference and made a part of this Agreement as if fully set forth herein:

Title 24 of the Code of Federal Regulations (CFR), Parts 570.

Federal Circulars:

2 CFR, Part 225 – for cost principles

A-102 – for administrative requirements

A-133 – for audit requirements

2 CFR, Part 230 – for cost principles

2 CFR, Part 215 – for administrative requirements

3. Section 3 of the Agreement, Reimbursement of Expenses, is hereby amended to provide that, solely with respect to the Gateway Project, upon receipt of a request for reimbursement for lead-based paint hazard control activities and the

appropriate documentation, the City may reimburse HRA with Replacement Funding in an amount not to exceed Five Hundred Eighty Thousand and no/100ths (\$580,000).

4. Except as provided in this First Amendment, all terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown above.

CITY OF DULUTH

HOUSING AND REDEVELOPMENT  
AUTHORITY OF DULUTH (HRA)

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Jill A. Keppers  
Its Executive Director

Attest:

\_\_\_\_\_  
Agency/ Federal (IRS)  
Taxpayer Identification Number

\_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney