

**DISASTER HOUSING ASSISTANCE PROGRAM (DHAP - KATRINA)
GRANT AGREEMENT AMENDMENT (2)**

This is an amendment to the existing grant agreement made by and between the Federal Emergency Management Agency (“Grantor”) and the public housing agency, _____ Housing Authority (“Grantee”), PHA Code _____, to administer the Disaster Housing Assistance Program-Katrina (“DHAP-Katrina”) pursuant to Inter-Agency Agreement (IAA) Number HSFEHQ-07-X-0249 signed by the Federal Emergency Management Agency (FEMA) and the Department of Housing and Urban Development (HUD), whereby, FEMA transferred the administration of DHAP-Katrina to HUD including administration of this grant agreement.

All terms and conditions in the original grant agreement and subsequent grant agreement amendments remain unchanged and in full force with the exception of the following:

1. Extends performance of this grant agreement to continue for a period of 2 months, beginning on September 1, 2009 through October 31, 2009.
2. Public Housing Agencies will make transitional rental payments (TRP) directly to landlords on behalf of eligible families who have submitted a HCV application by August 31, 2009, meet the conditions for additional payments stipulated by HUD, and for whom a rental assistance payment was made for the month of August 2009. Additional TRPs are not paid on behalf of families already receiving alternative federal or state housing assistance or those families who are no longer in the DHAP-Katrina TCP (\$0 HAP under the TRP). Such assistance shall begin on September 1, 2009, and continue for up to two months (ending October 31, 2009).
3. TRPs for September 2009 will equal the amount of rental assistance paid for August 2009. The Incremental Rent Transition (IRT) will be frozen for all families at the August payment amount. Families that are eligible for continued assistance would contribute this amount in both September and October, without further step down. TRPs will be made to the landlords on behalf of families that meet the conditions for continued payment for the lesser of two months or the placed in service date of the Housing Choice Voucher (HCV) lease. In no case may the transitional payment exceed the lease rent charged by the owner.
4. PHAs will submit to HUD a monthly Housing Assistance Payment (HAP) Registry of families assisted under the TCP for the applicable month in the format as prescribed and instructed by HUD. As part of the HAP registry, PHAs will also provide information on where each family is in the HCV process.
5. TRPs will be made to the landlords for the lesser of two months or the effective date of the HCV lease.
6. Concurrent with payment by check or an Electronic Fund Transfer (EFT) for rent subsidies for September 2009, the PHAs will send each landlord a letter setting forth HUD’s intent to continue rent subsidies for up to two months, subject to the conditions for continued payment. The letter will be sent by PHAs via certified or registered mail and shall:

- Explain HUD’s intent to continue rent subsidies for up to two months and how the IRT will be applied; and
- State that the original terms of the DHAP-Katrina TCP letter and letter agreement received by the landlord to initiate TRPs also apply to the TRPs provided in September 1, 2009 and October 31, 2009.

7. PHAs will administer TRPs in September and October 2009 in accordance with the existing DHAP-Katrina TCP Operating Requirements, landlord letters and letter agreements, and other materials that were approved by FEMA, with amendment as detailed in the policy guidelines for additional payments. HUD will provide PHAs with frequently asked questions (FAQs) and other clarifying documents on the conditions required to receive payments in September and October 2009.

8. FEMA will pay an administrative fee of \$63 per family that received a TRP in each month to cover all PHA administrative costs for the agreed two-month period beginning September 1, 2009.

Termination

The grant agreement amendment term shall begin on September 1, 2009 and shall end no later than October 31, 2009.

Acknowledgements

- a. The Grantor and the Grantee acknowledge HUD’s right to administer and enforce the provisions under this grant agreement amendment, the Operating Requirements and any subsequent HUD directives and guidance for DHAP-Katrina.
- b. By entering into this grant agreement amendment, it is so acknowledged by the signature below, that the Grantee has the legal capacity and authority to administer DHAP-Katrina in the jurisdiction covered by this agreement.

WITNESS WHEREOF, the parties have executed this grant agreement amendment by their duly authorized signatories as of the date signed by both parties.

United States of America

Federal Emergency Management Agency

Signature of Authorized Representative

X _____ Date Signed _____

Name and Official Title (Print or Type) _____

David Fleischman, DHAP FEMA Assistance Officer, Office of the Assistant Administrator of the Grant Programs Directorate on behalf of the Disaster Assistance Directorate

Public Housing Agency

Name of Agency: _____ PHA Code _____

Signature of Authorized Representative

X _____ Date Signed _____

Name and Official Title (Print or Type) _____