

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this “Amendment”), dated as of September 13, 2024, is entered into by and between the **City of New York** (the “City”) and the **State of New York**, acting by and through the Commissioner of General Services (the “State”). The City and the State may hereinafter be referenced collectively as the “parties” and individually as a “party.”

WHEREAS, the City is a party to that certain Lease dated as of September 15, 2023 (the “Lease”) by and between the National Park Service (“NPS”), an agency within the U.S. Department of the Interior, and the City whereby the City is leasing from NPS approximately 30 acres of land at Floyd Bennett Field in the Jamaica Bay Unit of the Gateway National Recreation Area in order to provide shelter and services to migrant persons; and

WHEREAS, the City and the State entered into that certain Agreement dated September 15, 2023 (the “Agreement”) whereby the State agreed to pay on behalf of the City all rent obligations of the City set forth in the Lease and to reimburse the City for certain operational expenses; and

WHEREAS, the City and NPS have amended the Lease to extend the expiration date of the Lease to September 14, 2025; and

WHEREAS, the City and the State desire to amend the Agreement in order to account for the extension of the Lease and to modify the State’s payment obligations for operational expenses.

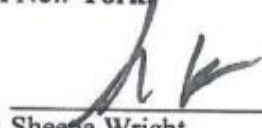
NOW, THEREFORE, in consideration of the of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- A. Paragraph 5 of the Agreement entitled “Operational Expenses” is hereby deleted and replaced with the following:
 5. Operational Expenses. To support the City’s provision of shelter and services to migrant persons as described in Section 6 of the Lease, the State shall reimburse the City for all necessary expenses up to \$383 per bed per night for up to 2,000 beds during the term of the Lease. On a monthly basis, the City shall submit an application for reimbursement to the State that includes documentation reasonably acceptable to the State supporting the application. The State shall reimburse the City within 45 days after the receipt of acceptable supporting documentation. In the event that the need for shelter and services exceeds 2,000 beds and/or if the Lease is to be extended further, the City and State shall meet to discuss in good faith further support from the State. The State’s payment of the Rent obligations set forth in Section 5 of the Lease and Paragraph 1 of this Agreement and the State’s reimbursement of Operational Expenses set forth in this Paragraph 5 are separate from any other current payments or obligations between the State and the City and shall not decrease nor be decreased by any such other current payments or obligations.

B. Except as modified herein, all other terms and conditions of the Agreement remain in full force and effect.

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

City of New York:

By: 
Name: Sheena Wright,
Title: First Deputy Mayor

State of New York:

Acting by and through the Commissioner of
General Services

By: 
Name: Jeanette M. Moy
Title: Commissioner of General Services

ACKNOWLEDGED BY:

National Park Service

By:  FRANK LANDS
2024.09.13
09:16:11 -04'00'
Name: Frank Lands
Title: Deputy Director—Operations,
National Park Service