

SEVENTH AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS SEVENTH AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement, dated and made effective as of May 2, 2013, is made and entered into March 27, 2019 (the "Seventh Amendment") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the Research Foundation for the State University of New York as fiscal administrator on behalf of the New York State Small Business Development Center ("Subrecipient" or "SBDC"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1979 (42 U.S.C. 5121 et seq.), portions of the State of New York ("State") received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended ("Act"), Congress appropriated \$16,000,000,000 for the Community Development Block Grant Disaster Recovery ("CDBG-DR") program; and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) ("HCD Act"), as amended, the Grantee is authorized to administer and distribute CDBG funds in the State; and

WHEREAS, Grantee engaged the services of the Subrecipient to assist the Grantee in administering a loan and grant program for small businesses adversely affected by Hurricane Sandy and other eligible events ("Program"), and

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on May 2, 2013 (the "Agreement"), and made effective as of May 2, 2013 (the "Effective Date"), with a Term of Two (2) years, and which terms govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery program to provide certain services in support of the State of New York's recovery efforts following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy ("Storms"); and

WHEREAS, the demand for Subrecipient's services and the resources necessary to provide those services have exceeded the expectations that underlie the Agreement; and

WHEREAS, on July 1, 2014, Grantee and Subrecipient entered into the First Amendment to the Agreement which increased the budget to \$2,440,054.00 and extended the Term to November 1, 2016; however, due to a clerical oversight, Grantee failed to obtain the necessary fiscal sufficiency to properly effectuate the First Amendment; and

WHEREAS, Grantee and Subrecipient corrected the deficiency of the First Amendment by voiding the First Amendment and amending the Agreement by means of the Second Amendment, entered into on June 11, 2015, in order to increase the budget to a revised amount of \$2,883,593.42 and extend the period of performance to November 1, 2016; and

WHEREAS, Grantee and Subrecipient entered into the Third Amendment to the Agreement on October 28, 2016, which extended the period of performance of the Agreement to May 1, 2017, with no change in budget, but did not properly extend the effective date of the applicable budget; and

WHEREAS, Grantee and Subrecipient entered into the Fourth Amendment to the Agreement on May 1, 2017 in order to correct the budget oversight of the Third Amendment and extend the period of performance to July 31, 2017; and

WHEREAS, Grantee and Subrecipient entered into the Fifth Amendment to the Agreement on August 8, 2017 in order to extend the period of performance to July 31, 2018 and increase the budget to \$3,399,338.42; and

WHEREAS, Grantee and Subrecipient entered into a Sixth Amendment to the Agreement on August 15, 2018 in order to extend the period of performance to December 31, 2018, with no change in budget; and

WHEREAS, Grantee and Subrecipient desire to enter into a Seventh Amendment to extend the period of performance to March 31, 2019, with no change in budget, to allow Subrecipient to continue to perform services;

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. The paragraph under Section II of the Agreement, entitled "TERM," is hereby deleted in its entirety and replaced with the following: "The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the effective date of this Agreement, and shall end on March 31, 2019 (the "Term"). Based on the nature

of the Program and the expected demand for certain services during certain periods of the Term, this Agreement includes a separate budget and scope of work for the first, second, and third periods, as well as a separate budget for the fourth period of the Term (respectively, "Period 1," "Period 2," "Period 3," and "Period 4"), as indicated on Schedules A, A1, B, C, D, E, F, and G herein. The Term and provisions herein shall be extended to cover any additional time periods during which the Subrecipient remains in control of CDBG-DR funds or other CDBG-DR assets, including loan repayments."

2. Schedule G of the Agreement, as amended, is hereby supplemented by the "PERIOD 5 BUDGET", as appended hereto. For the avoidance of doubt, this Schedule makes no changes to the Budget (Section III of the Agreement) and/or to the Grant Funds available (Section IV of the Agreement) which shall not exceed \$3,399,338.42.
3. Except as specifically modified herein, all other terms and conditions in the Agreement, including Attachments, Exhibits, Riders, Schedules, and Letter Agreements to the Agreement, are hereby continued in full force and effect as though set forth herein.

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

**The Research Foundation for the
State University of New York**

Housing Trust Fund Corporation

By: 

Name: SCOTT E. SHURTLEFF

Title: DIRECTOR - SPONSORED PROGRAMS

Date: 3/24/2019

By: 

Name: Emily Thompson

Title: Acting General Counsel

Date: 3-27-19

**SCHEDULE G
PERIOD 5 BUDGET**

**New York State Small Business Development Center
Proposed Sandy Relief Fund –3 months (January 1, 2019 – March 31, 2019)**

Region	Title	Name	Salary	Fringe Rate	Total Fringe	SBDC Effort
Farmingdale	NYS Coordinator/Business Advisor	Patty LeBas	\$12,608.00	40.00%	\$5,043.20	80%
	Administrative Assistant	Margaret Finn	\$10,508.00	40.00%	\$4,203.20	100%
	Administrative Assistant	Lucinda Morabito	\$10,455.00	N/A	N/A	100%
Stony Brook	Administrative Assistant	April Morris	\$4,173.00	N/A	N/A	100%
Binghamton	Intern	TBD	\$4,290.00	N/A	N/A	50%
Total Labor Not to Exceed					\$42,034.00	

Reimbursable Item	Total Funds
Travel	\$675.00
Supplies	\$375.00
Contractual	\$8,350.00
Other	\$655.00
Reimbursables Not to Exceed:	
	\$10,055.00

Region	Title	Name	Salary	Fringe Rate
Farmingdale	NYS Coordinator/Business Advisor	Patty LeBas	\$50,432.00	40.00%
	Administrative Assistant	Margaret Finn	\$42,032.00	40.00%
	Administrative Assistant	Lucinda Morabito	\$41,820.00	N/A
Stony Brook	Administrative Assistant	April Morris	\$16,692.00	N/A
Binghamton	Intern	TBD	\$17,160.00	N/A
Total Not to Exceed				

Region	Title	Name	Salary	Fringe Rate
Farmingdale	NYS Coordinator/Business Advisor	Patty LeBas	\$12,608.00	40.00%
	Administrative Assistant	Margaret Finn	\$10,508.00	40.00%
	Administrative Assistant	Lucinda Morabito	\$10,455.00	N/A
Stony Brook	Administrative Assistant	April Morris	\$4,173.00	N/A
Binghamton	Intern	TBD	\$4,290.00	N/A
Total Labor Not to Exceed				

Total Fringe	SBDC Effort
\$20,172.80	80%
\$16,812.80	100%
N/A	100%
N/A	100%
N/A	50%
\$168,136.00	

Total Fringe	SBDC Effort
\$5,043.20	80%
\$4,203.20	100%
N/A	100%
N/A	100%
N/A	50%
\$42,034.00	

Reimbursable Item	Total Funds
Travel	\$675.00
Supplies	\$375.00
Contractual	\$8,350.00
Other	\$655.00
Reimbursables Not to Exceed: \$10,055.00	