

SECOND AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated May 1, 2014 is made and entered into January 22, 2016 and is effective as of December 15, 2015 (the “Second 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 Nelson A. Rockefeller Institute of Government (“Subrecipient”). 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 the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,182), entitled *Third Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received a third allocation of CDBG-DR funds from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); 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 and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on May 1, 2014 (the “Agreement”), the terms of which govern Subrecipient’s receipt of funds from the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) 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, Grantee and Subrecipient entered into a First Amendment to the Agreement on May 8, 2015 which revised the Budget, updated the Scope of Work, and extended the Term through December 15, 2015; and

WHEREAS, Grantee and Subrecipient desire to amend the Agreement by means of this Second Amendment in order to extend the Term to September 8, 2016;

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 first sentence of 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 May 1, 2014 and shall end on September 8, 2016."
2. Exhibit A and A1 to the Agreement is hereby supplemented by a new Exhibit A2, entitled "Scope of Work – No Cost Extension Period: 12/16/2015 – 9/8/2016," and reads as follows:

EXHIBIT A2

Scope of Work

No Cost Extension Period: 12/16/2015 – 9/8/2016

Project Title: Performance Measures and Impact Analysis

Consistent with the Agreement between the Research Foundation for SUNY and the Governor's Office of Storm Recovery (GOSR) for the abovementioned project, the Research Foundation for SUNY – Rockefeller Institute will perform the following scope of work:

1. Support GOSR's Research and Analysis unit in conducting ongoing analyses using external and internal data:
 - Managing quality assurance;
 - Program reporting for Federal and other requirements;
 - Development of policy framework and scenarios using quantitative data; and
 - Assessing organization preparedness for meeting HUD National Objectives.
2. Create and document replicable methodology for data and analysis of the current and abovementioned tasks.
3. As requested by GOSR, conduct ad hoc analyses such as revised LMI analysis and report, analyze NRDC application, small business reports, Quarterly Performance Reporting to HUD and unmet need analysis. Other analysis may be performed upon request and mutual agreement by the Rockefeller Institute and GOSR.

4. Develop and write four research reports as agreed upon by Dr. Swati Desai Stephens and Dr. Simon McDonnell using GOSR and external data sets.
 - Research reports will reflect GOSR's work in disaster relief in housing, small businesses, infrastructure and community resiliency. They will also address longer-term resiliency plans for New York State.
 5. Periodically write program and research blogs to highlight new GOSR programs and their outcomes.
 6. Work with GOSR to develop a one-half day conference at the SUNY Global Center in New York City to present research reports prepared by SUNY RIG staff and the GOSR Research Office.
3. Exhibit B to the Agreement, entitled "Budget," is hereby deleted in its entirety and replaced with the following:

EXHIBIT B

Governor's Office of Storm Recovery Performance Measures and Impact Analysis
 Budget Reprogramming and Extension
 May 1, 2014 – September 8, 2016

Overall Project Budget	Approved Budget	12/16/15 – 6/30/16 Effort	7/1/16– 9/8/16 Effort	Change	Revised Budget
Personnel:					
Research Analyst					
Research Analyst (termed 11/24/14)					
Research Analyst					
Research Analyst (resigned)					
Research Analyst					
Total Personnel:					
Fringe Benefits:					
Research Analyst					
Research Analyst					
Research Analyst					
Research Analyst					
Research Analyst					
Total Fringe Benefits					
Sub-Total Personnel and Fringe Benefits					
Other Direct Costs:					
Consultant Services	\$5,000			\$0	\$5,000
Travel	\$5,000			\$0	\$5,000
Conference and Training (inc conf. expenses)	\$0			\$3,787	\$3,787
Postage/Publishing	\$200			\$649	\$849
Equipment	\$9,982			(\$3,257)	\$6,725
Recruitment	\$0			\$0	\$0
Analytical software (STATA)	\$3,000			(\$1,156)	\$1,844
Supplies	\$1,125			(\$691)	\$435
Data Acquisition	\$4,000			(\$1,250)	\$2,750
Miscellaneous Other (fees)	\$6,000			\$0	\$6,000
Measuring Outcomes Activities –Pt. II; Phs. II	\$0			\$0	\$0
Sub-Total Other Direct Costs	\$34,307				\$32,390
Total Direct Costs	\$803,213				\$803,213
Indirect Costs 24.5%	\$196,787				\$196,787
TOTAL COSTS	\$1,000,000				\$1,000,000

4. Except as specifically modified herein, all terms and conditions in the Agreement will remain the same, continue in full force and effect, and apply to this Second Amendment.

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



Name: *Elizabeth Barberis*
Title: *Director, Contracts & Grants*
Date: *12/31/15*

Housing Trust Fund Corporation



By: _____
Name: Daniel Greene
Title: General Counsel, Governor's Office
of Storm Recovery
Date: *1/22/16*