

FIFTH AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS FIFTH AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated May 2, 2013 is made and entered into August 8, 2017 and is effective as of May 2, 2013 (the “Fifth 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 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 Disaster Recovery (“CDBG-DR”) 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 2, 2013 (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 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, 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 amending the Agreement by means of the Second Amendment in order to increase the budget and extend the period of performance;

WHEREAS, Grantee and Subrecipient entered into the Third Amendment to the Agreement which extended the period of performance of the Agreement, but did not properly extend the effective date of the applicable Budget;

WHEREAS, Grantee and Subrecipient entered into the Fourth Amendment to the Agreement in order to correct the budget oversight of the Third Amendment and extend its effective dates;

WHEREAS, Grantee and Subrecipient desire to enter into a Fifth Amendment to extend the period of performance and increase the Total Fee 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

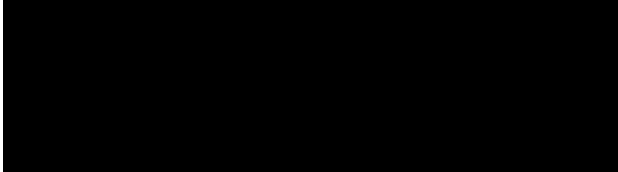
STIPULATED AND AGREED as follows:

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 July 31, 2018 (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. The first sentence of Section III of the Agreement, entitled "BUDGET" is hereby deleted and replaced with the following: "The Subrecipient's approved Period 1, Period 2, Period 3, and Period 4 budgets are attached hereto as Schedule C, Schedule D, Schedule E, and Schedule G, respectively, each incorporated herein (collectively, the "Budget")."
3. The sixth and seventh sentences of Section III of the Agreement, as added by the Second Amendment to the Agreement dated June 11, 2015, are hereby replaced by the following: "Subrecipient may modify and/or re-allocate Grant Funds between Budget periods throughout the Term of the Agreement, as it deems necessary, so long as the overall Budget does not exceed \$3,399,338.42. In a manner satisfactory to Grantee, Subrecipient shall provide notice to Grantee detailing the basis of any Budget re-allocation."
4. The first sentence of Section IV of the Agreement, entitled "GRANT FUNDS" is hereby deleted and replaced with the following: "It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed \$3,399,338.42 ("Grant Funds")."
5. A new Schedule G, "PERIOD 4 BUDGET, New York State Small Business Development Center, PROPOSED Sandy Relief Fund – 12 months (August 1, 2017 – July 31, 2018)", as appended hereto, is hereby added.
6. 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 Fifth Amendment.

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

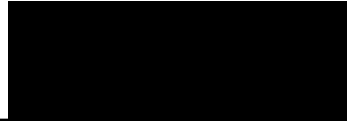
The Research Foundation for the



Name: Kathleen Barbicis
Title: Director Contracts & Grants

Date: 9/31/17

Housing Trust Fund Corporation



By: _____

Name: [Signature]
Title: CC

Governor's Office of Storm Recovery

Date: 8/8/17

SCHEDULE G PERIOD 4 BUDGET

New York State Small Business Development Center
PROPOSED Sandy Relief Fund - 12 months (August 1, 2017 - July 31, 2018)

LOCATION:

NY SBDC

INDIRECT RATE:

14.0%

CATEGORY & SUB ITEMS	Sandy FT/INTS	TOTAL
PERSONNEL	\$289,670	\$289,670
FRINGE	122,518	\$122,518
TRAVEL	\$2,700	\$2,700
EQUIPMENT	\$0	\$0
SUPPLIES	\$1,500	\$1,500
CONTRACTUAL	\$33,400	\$33,400
CONSULTANTS	\$0	\$0
OTHER	\$2,620	\$2,620
TOTAL DIRECT	\$452,408	\$452,408
CAMPUS INDIRECT	\$63,337	\$63,337
TOTALS	\$515,745	\$515,745

*Contractual includes full-time temp (admin) at Stony Brook and certified shredding company services.

TITLE	SBA FT/INTS	CAMPUS MATCH Cash	IN-KIND MATCH	STATE MATCH	FRINGE RATE	TOTAL FRINGE	COLONS I.D. or Inmate	SEXC EFFORT	FTE
Farmingdale									
Advisor	\$52,020	\$0	\$0	\$0	40.00%	\$20,808	Patty Lebas	100%	1.00
Admin. Asst	\$40,800	\$0	\$0	\$0	40.00%	\$16,320	Margaret Finn	100%	1.00
Admin. Asst	\$40,000	\$0	\$0	\$0	40.00%	\$16,000	TBD	100%	1.00
Adv/Admin	\$50,000	\$0	\$0	\$0	40.00%	\$20,000	Michael Genova	100%	1.00
Mid-Hudson									
Admin. Asst	\$16,000	\$0	\$0	\$0	90.00%	\$14,400	Ellen Iverson	50%	0.50
Rochland									
Admin. Asst	\$15,000	\$0	\$0	\$0	31.00%	\$4,650	TBD	50%	0.50
Albany									
Admin. Asst	\$15,000	\$0	\$0	\$0	40.00%	\$6,000	TBD	50%	0.50
Binghamton									
Admin. Asst	\$15,000	\$0	\$0	\$0	40.00%	\$6,000	TBD	50%	0.50
Lead Center									
Coordinator	\$45,850	\$0	\$0	\$0	40.00%	\$18,340	Lucille Westofske	50%	0.50
TOTAL	289,670	-	-	-		122,518			6.50