

FIRST AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated May 1, 2014 is made and entered into May 8, 2015 and is effective as of May 8, 2015 (the "First 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 desire to amend the Agreement by means of this First Amendment in order to revise the budget, update the scope of work, and extend the period of performance;

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 December 15, 2015."
2. Exhibit A of the Agreement, entitled "Subrecipient Program Description," is hereby supplemented by a new Exhibit A1, entitled "Scope of Work, No Cost Extension Period: May 1, 2015 – December 15, 2015," and reads as follows:

EXHIBIT A1

Scope of Work

No Cost Extension Period: May 1, 2015 – December 15, 2015

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, during the no cost extension period of the project, the Research Foundation for SUNY – Rockefeller Institute will perform the following work which is consistent with part two, phase two of Exhibit A:

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 incorporate issues that reflect in GOSR's work such as disaster relief in housing, small businesses, infrastructure and community resiliency and longer-term resiliency of New York State. Such reports will be published for public consumption via the Rockefeller Institute's web site.
3. Exhibit B of 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
May 1, 2014 - December 15, 2015
Budget Reprogramming and Extension**

Overall Project/Budget Personnel	APPROVED BUDGET					REQUESTED BUDGET MODIFICATION										REVISIED BUDGET
	5/1/14 - 6/30/14 Effort	7/1/14 - 9/30/14 Effort	10/1/14 - 4/30/15 Effort	TOTAL PROJECT	5/1/14 - 6/30/14 Effort	7/1/14 - 11/12/14 Effort	11/13/14 - 11/30/14 Effort	12/1/14 - 12/31/14 Effort	1/1/15 - 2/28/15 Effort	3/1/15 - 4/30/15 Effort	5/1/15 - 6/30/15 Effort	7/1/15 - 12/15/15 Effort	CHANGE			
	75.0%	75.0%	10.0%	\$50,339	75.0%	75.0%	75.0%	70.0%	25.0%	30.0%	30.0%	30.0%		\$60,261		
Swati Desai, Stephens, PI	100.0%	100.0%	100.0%	\$70,269	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	\$63,038			
Research Analyst	100.0%	100.0%	100.0%	\$70,269	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	\$37,692			
Research Analyst (termed 11/12/14)	100.0%	100.0%	100.0%	\$70,269	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	\$106,827			
Research Analyst	100.0%	100.0%	100.0%	\$70,269	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	\$106,827			
Research Analyst	100.0%	100.0%	100.0%	\$70,269	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	\$43,885			
Total Personnel:				\$401,686												
Fringe Benefits:																
Swati Desai, Stephens, PI	41.0%	42.5%	42.5%	\$21,143	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$25,826			
Research Analyst	41.0%	42.5%	42.5%	\$29,691	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$56,898			
Research Analyst	41.0%	42.5%	42.5%	\$29,691	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$15,846			
Research Analyst	41.0%	42.5%	42.5%	\$29,691	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$45,540			
Research Analyst	41.0%	42.5%	42.5%	\$29,691	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$45,540			
Research Analyst	41.0%	42.5%	42.5%	\$29,691	41.0%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	\$18,974			
Total Fringe Benefits				\$169,597									\$729,767			
Sub-Total Personnel & Fringe Benefits				\$571,283									\$768,906			
Other/Direct Costs:																
Consultant Services				\$25,000									(\$20,000)			
Travel				\$5,000									\$5,000			
Postage/Publishing				\$3,200									\$3,200			
Equipment				\$12,500									(\$2,518)			
Recruitment				\$6,000									\$6,000			
Analytics software (STATA)				\$1,000									\$2,000			
Supplies				\$1,125									\$1,125			
Data Acquisition				\$0									\$4,000			
Miscellaneous Other (fees)				\$0									\$6,000			
Misc. Outcomes Act. - Pt. II: Phs. II				\$178,105									(\$178,105)			
Sub-Total Other Direct Costs				\$231,930												
Total Direct Costs				\$803,213												
Indirect Costs	24.5%			\$196,787	24.5%											
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 First Amendment.

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

**The Research Foundation for the
State**

By: 

Name: Kathleen Barberis
Title: Director, Contract and
Grant Services

Housing Trust Fund Corporation

By: 

Name: James Rubin
Title: Director, Governor's Office of
Storm Recovery