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 2, 2013 is made and entered into June 11, 2015 and is effective as of May 2, 2014 (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 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 desire to correct the deficiency of the First Amendment by amending the Agreement by means of this Second Amendment in order to increase the budget 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. Pursuant to the above-referenced clerical oversight, the First Amendment is hereby deemed null and void, and has neither had nor shall have going forward any binding effect.

2. Schedule E of the Agreement entitled "NEW YORK STATE COASTAL COUNTIES HURRICANE STORM SURGE ZONES," is hereby changed to Schedule F.

3. A new Schedule E to the Agreement, entitled "PERIOD 3 BUDGET, New York State Small Business Development Center, Sandy Relief Fund – 18 months (May 2, 2015 – November 1, 2016)" is hereby added.

4. The first sentence of Section I of the Agreement, entitled "SCOPE OF WORK," is hereby deleted and replaced with the following: "The Subrecipient will be responsible for performing the activities detailed in the scope of work attached hereto as Schedule A, Schedule A1, and Schedule B and incorporated herein (collectively, the "Scope of Work"), in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing CDBF-DR funds hereunder."

5. 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 November 1, 2016 (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 and second periods, as well as a separate budget for the third period of the

Term (respectively, "Period 1," "Period 2," and "Period 3"), as indicated on Schedules A, A1, B, C, D and E, herein. The Term and provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-DR funds or other CDBG-DR assets, including loan repayments."

6. 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, and Period 3 budget is attached hereto as Schedule C, Schedule D, and Schedule E, respectively, each incorporated herein (collectively, the "Budget")."

7. Section III of the Agreement, entitled "BUDGET," is hereby supplemented with the following paragraph: "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 $2,883,593.42. In a manner satisfactory to Grantee, Subrecipient shall provide notice to Grantee detailing the basis of any Budget re-allocation."

8. 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 $2,883,593.42 ("Grant Funds")."

9. Section 1.04.4 of Schedule A of the Agreement, entitled "Deliverables," is hereby deleted and replaced with the following:

    4. Subrecipient shall facilitate at least 150 engagements through the consulting and mentorship program in Period 1.

10. The sentence under Section 2.01 of Schedule of the Agreement, entitled "General Scope," is hereby deleted and replaced with the following: "Subject to the terms covenants and conditions of this Agreement, Subrecipient has agreed to perform the following scope of work for Period 2, which shall be further broken into the phases below through a minimum of nine community-based store front or office staffed locations (as indicated on the map in Schedule F)."

11. Schedule A and B of the Agreement, both entitled "Scope of Work," are hereby supplemented by a new Schedule A1, entitled "Scope of Work," and reads as follows:

SCHEDULE A1
SCOPE OF WORK

General Scope of Work:

Subject to the terms, covenants and conditions of the Agreement, Subrecipient agrees to perform the following Scope of Work for Grantee:

1. Subrecipient shall provide all application intake services and all direct communication with business applicants to the New York Rising Small Business Recovery Program (the "Program"), as requested and detailed by the Grantee;
2. Subrecipient shall develop and maintain applicant files in a standardized and consistent method for the Program, as requested and detailed by the Grantee;
3. Subrecipient shall provide application eligibility recommendations to the State based on the results of their application review and approved Program Policies and Procedures;
4. Subrecipient shall perform a quality control analysis and review of applicant files prior to submitting an application package to the Grantee for underwriting review;
5. Subrecipient shall issue correspondence to applicants and/or recipients as requested by Grantee;
6. Subrecipient shall present and oversee the execution of the grant agreement with awarded business applicants;
7. Subrecipient shall submit disbursement requests to the Grantee for processing once an applicant's grant agreement is signed;
8. Subrecipient shall close-out applicants from the Program, as requested and detailed by the Grantee;
9. Subrecipient shall provide and/or maintain all Program documentation on the Grantee's behalf, as required by the Agreement and requested by the Grantee;
10. Subrecipient directors and team leads shall ensure that all Program policy changes and Program processes are clearly communicated to Subrecipient staff;
11. Subrecipient shall complete direct outreach, provide informational workshops and facilitate engagements for potential and existing applicants as requested and/or previously approved by the Grantee;
12. Subrecipient shall provide monthly, quarterly and/or other Program reports to the Grantee, as requested and detailed by the Grantee;
13. Unless otherwise agreed upon in writing by the Grantee and the Subrecipient, on a weekly basis Subrecipient shall make all reasonable efforts to implement and deliver the following, as directed by the Grantee:
    a. Subrecipient will submit twenty-five (25) completed applications for final review to the Grantee;
    b. Subrecipient will review thirty (30) applications for quality assurance; and
    c. Subrecipient will follow-up with applicants in the application queue so as to move such applicants into "Face Value" status or make an eligibility recommendation to the Grantee, as applicable.
14. Unless otherwise agreed upon in writing by the Grantee and the Subrecipient, the Subrecipient shall make all reasonable efforts to implement and deliver on the following Program goals:

a. Subrecipient will prioritize and process all responsive Preliminary Award Initiative recipients through the full award Program, as per the Program Policies and Procedures;
b. Subrecipient will prioritize responsive applicants pending in the Program queue for longer than six (6) months;
c. Subrecipient will meet with new Program applicants within two (2) weeks of the initial application; and
d. Subrecipient will implement the process of following-up on outstanding documentation requests and for contacting non-responsive applicants, as provided in the Program Policies and Procedures, and recommend a status determination of all non-responsive applicants.

12. The sentence under Section 2.04 of Schedule B to the Agreement, entitled "Deliverables," is hereby deleted and replaced with the following: "Subrecipient shall provide the following deliverables in performing the Period 2 Scope of Work:"

13. Section 2.04.4 of Schedule B to the Agreement, entitled "Deliverables," is hereby deleted and replaced with the following:

    4. Subrecipient shall facilitate at least 50 engagements through the consulting and mentorship program in Period 2.

14. The title of Schedule C of the Agreement is hereby deleted and replaced with the following: "PERIOD 1 BUDGET, New York State Small Business Development Center Period 1 Annual Operating Budget."

15. Schedule D of the Agreement is hereby deleted in its entirety and replaced with the following:

SCHEDULE D

PERIOD 2 BUDGET
New York State Small Business Development Center
Period 2 Annual Operating Budget

CATEGORY & SUB ITEMS	**TOTAL**
PERSONNEL	$509,517.67
FRINGE	$197,584.25
TRAVEL	$1,000.00
SUPPLIES	$1,000.00
CONTRACTUAL	$60,767.75
CONSULTANTS	$0.00
OTHER	$1,000.00
TOTAL DIRECT	$770,869.67
CAMPUS INDIRECT (14%)	$107,921.75
TOTAL	**$878,791.42**

16. 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.

The Research Foundation for the State University of New York

[redacted]

Name: Kathleen Barberis
Title: Director Contracts & Grants
Date: 6/5/15

Housing Trust Fund Corporation

B[redacted]

Name: James Rubin
Title: Director, Governor's Office of Storm Recovery
Date: 6/11/15

SCHEDULE C

PERIOD 1 BUDGET
New York State Small Business Development Center
Period 1 Annual Operating Budget

Purpose: Hurricane Sandy

INDIRECT RATE: 14.0%

CATEGORY & SUB ITEMS	*STATE*	*TOTAL*
PERSONNEL	$250,000	$250,000
FRINGE	108,500	108,500
TRAVEL	$40,000	$40,000
EQUIPMENT	$25,000	$25,000
SUPPLIES	$20,000	$20,000
CONTRACTUAL	$75,340	$75,340
CONSULTANTS	$80,000	$80,000
OTHER	$9,000	$9,000
TOTAL DIRECT	$607,840	$607,840
CAMPUS INDIRECT	$85,098	$85,098
TOTALS	$692,938	$692,938

Budget Allocation
Balance

EQUIPMENT CONTROL: (IDENTIFY BY ITEM, TYPE, COST)

ITEM	STATE	
Computers	$	16,000
Telephones	$	9,000
TOTAL		$25,000

BUDGET NOTES

PERSONNEL & FRINGE: (IDENTIFY BY TITLE)

TITLE	*STATE*	*FRINGE RATE*	*TOTAL FRINGE*	*Sandy EFFORT*
Long Island Advisor	[redacted]			100%
Long Island Advisor				100%
Long Island Advisor				40%
Long Island Advisor				40%
Long Island Advisor				40%
Hudson Advisor				40%
Hudson Advisor				40%
Hudson Advisor				100%
TOTAL	250,000		108,500	

SCHEDULE E

PERIOD 3 BUDGET
New York State Small Business Development Center
Sandy Relief Fund - 18 months (May 2, 2015 - November 1, 2016)

LOCATION: NY SBDC

INDIRECT RATE: 14.0%

PERSONNEL	$745,100	$0	$0	$0	$745,100
FRINGE	306,759	$0	$0	$0	$306,759
TRAVEL	$20,320	$0	$0	$0	$20,320
EQUIPMENT	$0	$0	$0	$0	$0
SUPPLIES	$3,000	$0	$0	$0	$3,000
CONTRACTUAL	$70,109	$0	$0	$0	$70,109
CONSULTANTS	$0	$0	$0	$0	$0
OTHER	$5,470	$0	$0	$0	$5,470
TOTAL DIRECT	$1,150,758	$0	$0	$0	$1,150,758
CAMPUS INDIRECT	$161,106	$0	$0	$0	$161,106
TOTALS					

Projected balance	$992,218
Need to Request	$319,646

Contractual includes rent at Island Park for 18 months and admin temp at UA for 8 mo.

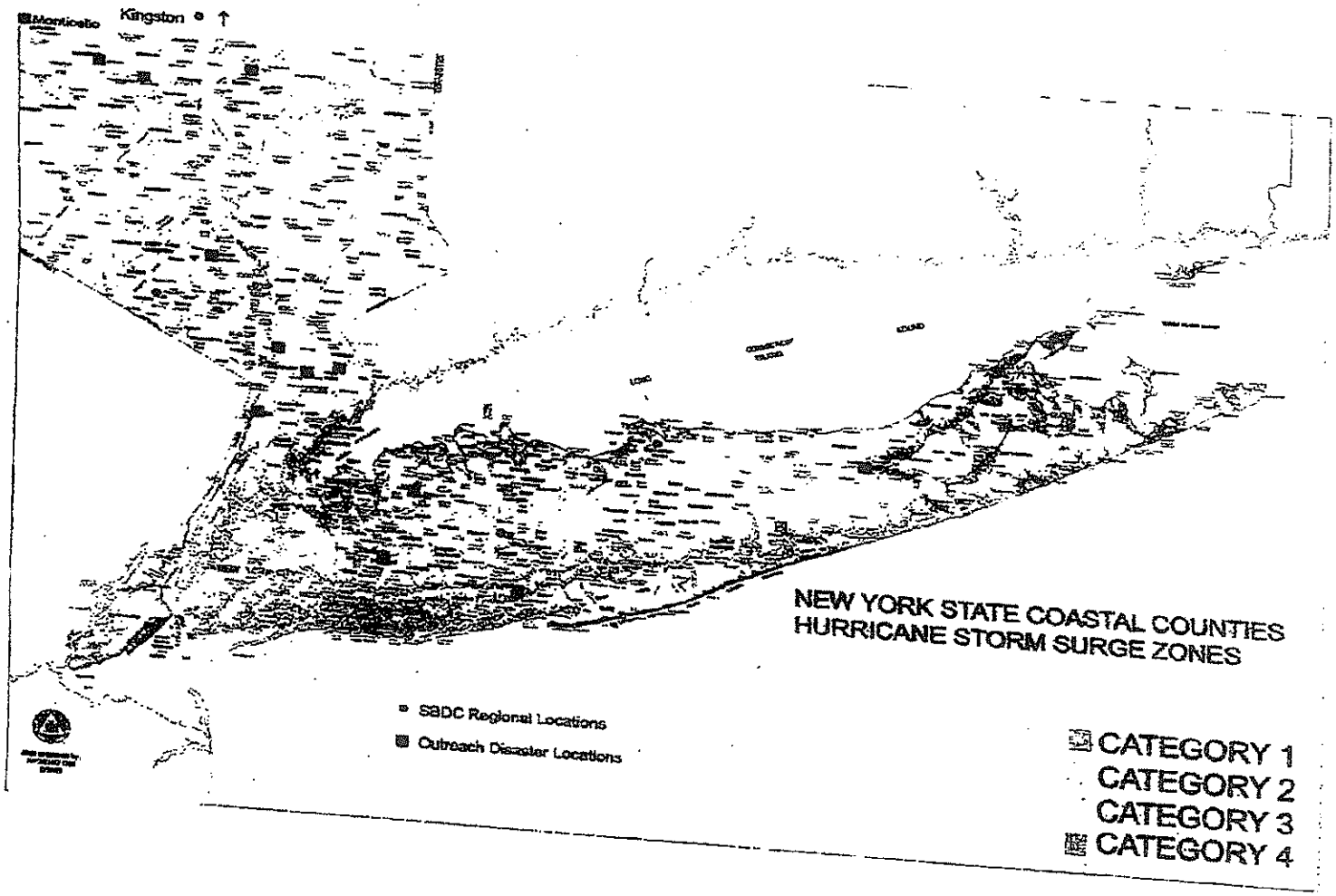
Travel includes 3 months of travel for Tyler and Brent.

18 month positions

	Now	3 months	12 months
# of Adviso	10	7	7
# of Admin	4.1	2.1	2.1

Advisor	[redacted]								x
Advisor									x
Advisor									x
Admin. Asst									x
Advisor									x
Advisor / clerk									x
Advisor									x
Admin Asst									12mo
Admin. Asst									12mo
Advisor									3mo
Advisor									3mo
Advisor									
Advisor									12mo
Admin. Asst									
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
	$0	$0	$0	$0	0.00%	$0		0%	-
TOTAL	745,100	-	-	-		306,759			14.10

Schedule F


Monticello
Kingston
NEW YORK STATE COASTAL COUNTIES
HURRICANE STORM SURGE ZONES
SBDC Regional Locations
Outreach Disaster Locations
CATEGORY 1
CATEGORY 2
CATEGORY 3
CATEGORY 4