

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated March 7, 2019, and made effective January 1, 2019, is made and entered into December 27, 2019 (the "Second Amendment"), between K2 INTELLIGENCE, LLC, having an office located at 845 Third Avenue, New York, NY 10022 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on January 4, 2018 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on March 7, 2019, and made effective January 1, 2019, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, Contractor's Total Fee in the Contract for Services dated March 7, 2019 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on November 7, 2019 which increased the Total Fee to \$1,500,000.00 with no Term extension; and

WHEREAS, HTFC wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks such additional services in the amount of \$1,000,000.00, thereby increasing the Agreement's Total Fee to the amount of \$2,500,000.00; and

WHEREAS, HTFC seeks to extend the Term through December 31, 2020 to allow Contractor to perform additional services; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to increase the Total Fee and to extend the Term to allow Contractor to perform additional services that are within the scope of services sought under the RFP and provided by Contractor under the Agreement;

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 second sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following:

"Contractor agrees that in no event will HTFC pay the Contractor more than \$2,500,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."


2. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following:

"This Agreement shall commence as of the Effective Date and shall terminate on December 31, 2020."


3. All other terms and conditions, including appendices, attachments, exhibits, riders 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 Second Amendment on the day and year first above written.

K2 Intelligence, LLC

By: 
Name: Brian D. Cairl
Title: Managing Director
Date: December 27, 2019

Housing Trust Fund Corporation

By: 
Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: 12/27/19