

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated August 20, 2015 and effective August 1, 2015 (“Effective Date”), is made and entered into July 5, 2017 (the “Second Amendment”) between O.R. COLAN ASSOCIATES OF FLORIDA, LLC, having an office located at [REDACTED] (“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 February 25, 2015 (the “RFP”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on August 20, 2015, 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, HTFC and Contractor’s Total Fee in the Contract for Services dated February 25, 2015 totaled \$1,200,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on August 26, 2016 which increased the total Fee to \$1,225,000.00 and extended the Contract Term to July 31, 2017; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$109,000.00 , thereby increasing Exhibit B’s “Fee Schedule” to a total amount of \$1,334,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement for an additional one (1) year, to July 31, 2018; 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;


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:

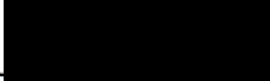
1. The second sentence of Section 2(a) is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$1,334,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first sentence of Section 4 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on July 31, 2018".
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.

O.R. Colan Associates of Florida LLC

By: 
Name: Stephen Tolh
Title: Chief Operating Officer
Date: 06/28/2017

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 7/5/17