

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT to the Legal Services Agreement dated November 27, 2013, as amended by that certain First Amendment of Legal Services Agreement dated March 10, 2014, is made and entered into December 4 2015, and made effective November 27, 2015 (the "Second Amendment"), between VENABLE LLC, having an office located at 1270 Avenue of the Americas, 25<sup>th</sup> Floor, New York, New York 10020 ("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 the HTFC and its affiliates on August 24, 2012; and

WHEREAS, HTFC and Contractor entered into a Legal Services Agreement (the "Original Agreement") on November 27, 2013, pursuant to which Contractor provides certain legal 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 and Contractor entered into the First Amendment to the Agreement on March 10, 2014 (together with the Original Agreement, the "Agreement") in order to ensure compliance with the statutes and regulations governing the CDBG-DR grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub.L. 113-2); and

WHEREAS, HTFC and Contractor desire to amend this Agreement by means of the Second Amendment in order to extend the Term and to increase the compensation in order to allow the Contractor to perform additional legal services 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 \$5,000,000.00 which, together with previously billed amounts of \$3,863,577.36 for services rendered, thereby increases the total compensation amount to \$8,863,577.36; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to November 27, 2016;

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 fifth paragraph of Section 2 entitled "Compensation" is hereby supplemented with the following:

"Contractor agrees that in no event will HTFC pay the Contractor more than \$8,863,577.36 ("Total Fee") for the Services under this Agreement."

2. The last sentence of the sixth paragraph of Section 2 entitled "Compensation" is hereby deleted in its entirety and replaced with the following:

"The Contractor shall submit electronic invoices to GOSR's invoice management system of record, Elation Systems. The Contractor, and all authorized subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. A specific and descriptive narrative of all tasks performed during the billing cycle with reference to case titles;
- iv. Specific identification of reasonable expenses for which the Contractor seeks reimbursement; and
- v. Total amount billed; and
- vi. Additional information as reasonably required by HTFC/GOSR."

3. The first sentence of Section 3 of the Agreement entitled "Termination" is hereby deleted in its entirety and replaced with the following:

"This Agreement shall commence as of the Effective Date and shall remain in full force and effect until November 27, 2016 unless terminated at will by HTFC upon thirty (30) days prior written notice".

4. The second sentence and the fourth sentence of Section 5 entitled "New York State Executive Law Article 15-A" shall be amended by substituting "30%" goals for 20%.
5. The eighth sentence of Section 5 entitled "New York State Executive Law Article 15-A" shall be deleted in its entirety and replaced with the following:

"The Contractor shall submit all compliance documentation required by Appendix III by electronic submission to GOSR's Management System of Record, Elation Systems, in such form and with such frequency as set forth in the applicable requirements documents."

6. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:

"For purposes of this procurement, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs)."

7. 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 Third Amendment on the day and year first above written.

**Venable LLC**

By:   
Name: *M. Charles C. Davis*  
Title: *Partner*  
Date: *12/3/15*

**Housing Trust Fund Corporation**

By:   
Name: *Michael Greene*  
Title: *General Counsel,  
Governor's Office of Storm Recovery*  
Date: *12/4/15*