

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated March 25, 2014, is made and entered into December 3, 2015, made effective February 1, 2015 (the "Second Amendment"), between COHNREZNICK LLP, having an office located at 1212 Avenue of the Americas, Suite 1200, New York, New York 10036 ("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 October 25, 2013 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on March 25, 2014, 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 March 25, 2014 totaled \$4,000,000.00; and

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on November 11, 2014 which increased the Total Fee from \$4,000,000.00 to \$18,153,149.17 and extended the Term from July 31, 2014 to March 31, 2015; 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 \$13,557,284.38, thereby increasing the total compensation for services to an amount of \$31,710,433.55; 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 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 first sentence of Section 2 of the Agreement, entitled "Period of Agreement", is hereby deleted and replaced with the following: "This Agreement shall commence as of January 27, 2014 and shall terminate on December 31, 2015."
2. The second sentence of Section 3(a) of the Agreement, entitled "Compensation", is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$31,710,433.55 ("Total Fee") for the Services under all Task Orders under this Agreement."
3. Section 4(e) of the Agreement, entitled "Payment Process and Accounting Procedures", is hereby deleted in its entirety and replaced with the following:
 - (e) The Contractor shall submit an electronic invoice 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. Task Order number;
 - iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;

- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - vi. Terms of any discount for prompt payment offered;
 - vii. Name and address of official to whom payment is to be sent;
 - viii. Name, title, and phone number of person to notify in event of defective invoice; and
 - ix. Additional information as reasonably required by HTFC/GOSR.
4. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:
- A. For services performed by Contractor pursuant to any Task Order executed or amended on the same day or prior to this Second Amendment, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For services performed by Contractor pursuant to any Task Order executed or amended subsequent to this Second Amendment, 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).
5. 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.

COHNREZNICK LLP

[Redacted signature area]

Name: Timothy G. Bender
Title: Partner
Date: 12/3/2015

Housing Trust Fund Corporation

[Redacted signature area]

By:

[Redacted signature area]

Daniel Greene
General Counsel, Governor's Office
of Storm Recovery

12/3/15