

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated April 14, 2015, is made and entered into March 22, 2016 (the "First Amendment"), and made effective as of January 6, 2016 (the "Effective Date"), by and between HOLLAND & KNIGHT LLP, having an office located at 31 West 52nd Street, New York, New York 10019 (the "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 (the "RFP") issued by HTFC, the New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency, and Tobacco Settlement Financing Corporation (and collectively, the "Agencies") on August 24, 2012; and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on April 14, 2015, and made effective January 7, 2015, pursuant to which the Contractor provides certain legal services in support of the Governor's Office of Storm Recovery's ("GOSR") administration of the State of New York's Community Development Block Grant-Disaster Recovery (CDBG-DR") program; and

WHEREAS, the term of the Agreement commenced on January 7, 2015 and shall terminate on January 6, 2016; 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 and Contractor desire to amend the Agreement by means of this First Amendment in order to extend the period of performance to allow Contractor to perform those additional services;

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness

continue uninterrupted through the Effective Date of this First Amendment until the amended term end date specified herein;

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. Section I of the Agreement, entitled "General Obligations of the Contractor," is hereby supplemented by a new Section 1(f) and reads as follows:
 - (f) The Contractor shall submit all compliance documentation required by Appendix III attached hereto, or otherwise required by any RFP, Task Order(s), or other attachments to this Contract for Services or any Task Order(s), 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.
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 February 28, 2017."
3. Section 7(e) of the Agreement is hereby deleted 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 14(f)(ii) is hereby deleted and replaced with the following:

and (ii) if to HTFC, to the attention of and at the following address:

HTFC/GOSR
Attn: Daniel Greene
General Counsel
Governor's Office of Storm recovery
25 Beaver Street
New York, NY 10004
(212) 480-4644
Daniel.Greene@stormrecovery.ny.gov

5. Section 14(g) of the Agreement, entitled "Order of Precedence," is hereby deleted and replaced with the following:

(g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix III – Diversity Forms

- iv. Appendix IV – Construction Related Terms and Forms (if applicable)
- v. Appendix A – Standard Clauses for New York State Contracts
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. The Applicable Task Order
- x. Proposal Documents
- xi. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

6. Exhibit A to the Agreement, entitled “Scope of Services,” is hereby deleted and replaced with the following:

EXHIBIT A

SCOPE OF SERVICES

HTFC is seeking outside counsel to support the Governor’s Office of Storm Recovery (GOSR) Housing Program’s Affordable Housing initiatives, including Affordable Housing Fund (AHF), Small Projects Affordable Rental Construction (SPARC), Public Housing Affordable Rental Program (PHARP), and any other emergent affordable housing initiative (collectively, “Affordable Housing Initiative”).

1. **Project Overview:** Contractor will support HTFC in meeting its Key Objectives, as defined below, including review of legal documents and drafting of original documents as required (the “Services”).
2. **Key Objective #1:** Ensure that all Affordable Housing Initiative loan documents, regulatory agreements, and any related documents comply with CDBG-DR regulations, and reflect GOSR business interests. Documents to be reviewed for compliance with CDBG-DR regulations may include circulated by tax credit syndicator, private lenders, and other public subsidy sources.
 - a. **Deliverables for Key Objective:** Review of loan documents, agreements, and related documents produced by other parties in each transaction.
 - b. **Acceptance Criteria for Key Objective:** GOSR Legal determination that document review and drafting has been completed in a timely and materially correct manner (“Acceptance Criteria”).
3. **Key Objective #2:** Drafting original documents as needed according to the determination of the Contractor, or potentially by request of other parties to the transaction, only upon the approval of GOSR Legal. Such requested documents may

include an attestation that the project is compliant with CDBG-DR objectives and regulations, a commitment letter, or loan agreement.

Deliverables and acceptance criteria shall be the same as Key Objective #1 above.

7. Exhibit B to the Agreement, entitled "Fee Schedule," is hereby deleted and replaced with the following:

EXHIBIT B

FEE SCHEDULE

Holland & Knight LLP

Name/Title	Hourly Rate
[REDACTED]	

Feller Energy Law Group, PLLC (WBE)

Name/Title	Hourly Rate
[REDACTED]	

Drohan Lee LLP (MBE)

Name/Title	Hourly Rate
[REDACTED]	

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

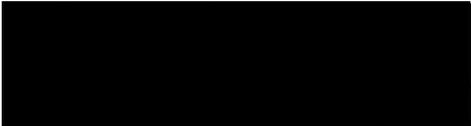
- A. For services performed by Contractor pursuant to any Task Order executed or amended on the same day or prior to this Second Amendment, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business 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).

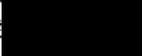
9. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

Holland & Knight LLP

By: 
Name: *Kathleen M. Kurey*
Title: *Partner*
Date: *March 17, 2016*

Housing Trust Fund Corporation

By: 
Name:  Greene
Title:  Counsel, Governor's
Office of Storm Recovery
Date: *3/22/16*