

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated June 15, 2015 is made and entered into December 10, 2015 (the "First Amendment") between JASPAN SCHLESINGER LLP, having an office located at 300 Garden City Plaza, Fifth Floor, Garden City, New York 11530 ("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 direct assignment, utilizing the "affiliated agency" provision of GOSR's procurement policy, and relying on the HFA procurement of non-bond legal counsel services RFP released in August 2012 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 15, 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 June 15, 2015 totaled \$500,000.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor, to include legal non-auction related services, that are within the scope of services sought under the RFP, thereby supplementing Exhibit A's "Scope of Services"; and

WHEREAS, GOSR seeks such additional services in the amount of \$1,000,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$1,500,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee and to expand the Scope of Services 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 \$1,500,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."

2. 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 Elations 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.

3. Exhibit A- Scope of Work is supplemented with Paragraph 5 entitled "**Key Objective #4**" as follows:

Provide legal counsel and services relating to real estate transactions, other than the auction transactions set forth in Key Objectives #1-3, as follows:


 - i) Draft contracts and prepare closing documents in connection with the transfer of HTFC-owned properties to municipalities (including properties purchased by municipalities at auction);
 - ii) Draft contracts and prepare closing documents in connection with non-auction related services and purchases of properties by HTFC;
 - iii) Perform contract and document review for properties that were not sold at auction;
 - iv) Provide legal counsel and advice regarding real estate procedures and contracts; and
 - v) Arrange for contracts to be fully executed in accordance with published terms developed in consultation with HUD.

- a) **Deliverables for Key Objective #4:** Contracts and closing documentation, verbal and/or written communications detailing advice, document review, procedures and other documentation.
- b) **Acceptance Criteria for Key Objective #4:** Legal determination regarding the sufficiency of services performed.


4. 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.

Jaspan Schlesinger LLP

By: 
Name: James D. Leonard
Title: PARTNER
Date: Dec. 4, 2015

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 12/10/15