

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated May 27, 2015, is made and entered into January 13, 2016 (the "Second Amendment"), between PRICEWATERHOUSE COOPERS LLP, having an office located at 300 Madison Avenue, New York, NY ("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 April 11, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on May 27, 2015, and made effective January 1, 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 May 27, 2015 totaled \$3,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on July 20, 2015 which increased the Total Fee to \$5,750,000.00; 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 \$2,478,522.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount not to exceed \$8,228,522.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to January 1, 2017; 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 \$8,228,522.00 (“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 January 1, 2017.”
3. The second sentence of Exhibit B to the Agreement, which sets forth the “Fee Schedule”, is hereby deleted and replaced with the following: “The amount of this contract shall not exceed \$8,228,522.00.”
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 Third 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 Third 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. Section 1(f) is hereby added as follows:

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.
6. Section 14(f) (ii) is hereby deleted and replaced with the following:

If to HTFC, to the attention of and at the following address:

HTFC
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

7. Section 14 (f) is hereby deleted in its entirety and replaced with the following:


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



8. 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.

(Contractor)

By: 
Name: Martha Cook
Title: Principal
Date: 1/2/16

Housing Trust Fund Corporation

By: 
 Daniel Greene
General Counsel,
Governor's Office of Storm Recovery
Date: 1/13/16