

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated February 20, 2015, is made and entered into November 20, 2015, made effective October 22, 2015 (the "Third Amendment"), between McKissack & McKissack, having an office located at 1001 Avenue of the Americas, 20th Floor, New York, NY 10018 ("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 July 1, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on February 20, 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, Contractor's Total Fee in the Contract for Services dated February 20, 2015 totaled \$5,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on April 14, 2015 which increased the Total Fee to \$7,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on July 20, 2015 which increased the Total Fee to \$14,320,954.75; 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 \$3,930,030.36, thereby increasing Exhibit B's "Fee Schedule and Rates for CM Support Services Contracts" to a total amount of \$18,250,985.11; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to increase the Total Fee to allow Contractor to perform additional services; AND

WHEREAS, GOSR seeks to extend the term of the Agreement to October 22, 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:

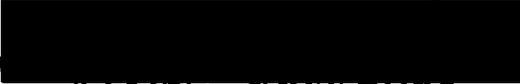
1. The second sentence of Section 2(a) is hereby deleted and replaced with the following:
"Contractor agrees that in no event will HTFC pay the Contractor more than \$18,250,985.11 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first sentence of Section 4 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on October 22, 2016".
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. Receipts and expense reports;
 - viii. Subcontractor invoices;
 - ix. Federal and state forms;
 - x. Name and address of official to whom payment is to be sent;
 - xi. Name, title, and phone number of person to notify in the event of defective invoice; and
 - xii. Additional information as reasonably required by GOSR.
4. Subsection 2 of Exhibit B to the Agreement, entitled "Fee Schedule and Rates for CM Support Services Contracts", is hereby deleted and replaced with the following:

"2 Total Compensation for services under this contract shall not exceed \$18,250,985.11."
5. 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).
6. 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.

McKissack & McKissack

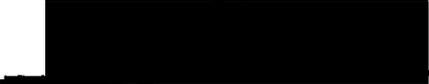
By: 

Name: RUSSELL JIMBRENDA

Title: VICE PRESIDENT

Date: 11/20/15

Housing Trust Fund Corporation

By: 

Name: El Greens

Title: General Counsel, Governor's Office

Recovery

Date: 11/20/15