FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated July 8, 2014, is made and entered into March 13, 2015 (the "First Amendment") between MPACT Strategic Consulting LLC, having an office located at 7205 Almeda Road, #301248, Houston, TX 77230 ("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 July 8, 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 July 8, 2014 totaled $1,000,000.00; 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 $1,500,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of $2,500,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee 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 two sentences of Section 2(a) are hereby deleted and replaced with the following: "HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in Exhibit B (also referred to herein as the "Fee Schedule"). Contractor agrees that in no event will HTFC pay the Contractor more than $2,500,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first two sentences of Exhibit B to the Agreement, entitled "Fee Schedule", are hereby deleted and replaced with the following: "The following provides the MPACT rates submitted as part of the Monitoring & Compliance RFP. The amount of this contract is not to exceed $2,500,000.00."
3. 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.

MPACT Strategic Consulting LLC

By: _____
Name: SHURGLON ROBINSON
Title: PRESIDENT
Date: 03/11/2015

Housing Trust Fund Corporation

By: _____
Name: James Rubin
Title: Director, Governor's Office of Storm Recovery
Date: 3/13/15