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March 21, 2023

Engagement Letter

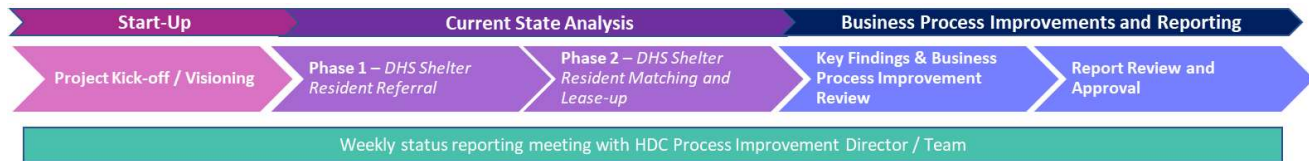
New York City Housing Development Corporation
 110 William Street
 New York, NY 10038

Attention : Alexander Merchant
 Director of Process Improvement for Housing Placements

We are pleased you have selected KPMG LLP (KPMG) through the Request for Proposal process to complete a Homeless Housing Placements Evaluation for the New York City Housing Development Corporation (HDC). This engagement letter confirms the following aspects of your engagement with KPMG for this evaluation: Scope of Services, Deliverables and Fees, Assumptions and Other Matters, and Terms and Conditions. The effective date of this agreement is 3/27/2023.

Scope of Services

Our team will work with HDC to provide consulting advisory services to produce the New York City Housing Development Corporation (HDC) 90-Day Homeless Housing Placements Evaluation. Our approach consists of three key stages: (1) Start-Up; (2) Current State Analysis; and (3) Business Process Improvements and Reporting



Project Kick-Off and Visioning: At the start of the project we will confirm scope/objectives, the overall project schedule, deliverable templates, stakeholders for the workshops, components for the communications plan, and any questions on documentation/HDC analysis that was provided. We will also document “Guiding Principles” or key goals to guide the evaluation.

Ongoing Weekly Status Check-Ins and Leadership Check-Ins: KPMG will coordinate with the Director for Process Improvement for HDC Housing Placements on a weekly basis to provide updates on project tasks and scope, escalate risks, discuss upcoming activities. Additionally, at the conclusion of each phase noted in the visual above, we will have Leadership Check-Ins to align on project progress.

Meeting Preparation: As we start each of the phases, we will submit a document request to understand the current environment to support our workshops.

Current State Analysis: Below are the phases of the evaluation:

Phase 1 – DHS Shelter Resident Referral

- **DHS Shelter Resident HPD Referral** – This is the process by which a DHS Shelter resident is linked/referred to the associated HPD Caseworkers/Homeless Placement Unit. Here we will focus on the handoffs and the processes/infrastructure which support them. We will work with HPD’s data and analytics team to better understand how these referrals are tracked and reported.

Phase 2 – DHS Shelter Resident Client Matching and Lease-Up

- **Client Unit Matching** – We will review the process by which a DHS Shelter Resident is matched with a HPD set-aside unit / other unit to meet their needs. This will cover the viewings/interviews that shelter residents



have with landlords/agents, as well as the identification of units. We will meet with HPD’s Homeless Placement Services (HPS) to review housing stock from both the set-aside required by property owners, volunteered properties, and the properties taken from the Housing Connect lottery system.

- **Lease-Up Process** – Reviewing their lease-up efforts and reviewing critical reports produced by the agency we expect many of our findings and improvements to be focused on the lease-up process. For these workshops we will focus on inspection needs (if applicable), processes to receive, review and confirm leases and all follow-ups tracked with landlords/agents.
- **Voucher Issuance** –This series will focus on these pain points related to voucher payments.
- **Resident Move-out** –We will be reviewing this as well as the coordination required to effectively place the client into their new home and initiate ongoing payments where needed.

Business Process Improvements (BPI) and Reporting – This phase will be focused on finalizing the BPIs, identifying dependencies/potential owners and summarizing key findings from the work that was completed. The Key Findings and Business Process Improvement Register will be a work product that is updated throughout the evaluation and will capture a series of key findings/observations including identified gaps and improvement areas. To review the final work products and deliverable, we will conduct two workshops with HDC/HPD key personnel. Where possible, we will work with HDC/HPD to identify “owners” for BPIs and the key next steps to implementation of the BPI. This will be completed for Phase 1 and Phase 2.

Below is a high-level summary of our timeline to address the evaluation needs. Project duration is expected to be 90 business days. The expected start date for the below timeline is 4/17/2023.

**Housing Development Corporation
Homeless Housing Placements Evaluation High-Level Timeline**



During the **Start-Up** we will conduct a Project Kick-Off and Visioning Workshop to set guiding principles for this evaluation. Weekly status meetings will be scheduled with the Director of Process Improvement for HDC.

As part of the **Current State Analysis** stage of the evaluation, KPMG will facilitate a series of workshops and interviews to analyze the rehousing continuum for HDC as it relates to CityFHEPS Shelter clients. We expect workshops to last approximately 1 – 2 hours. The total number of workshops that we plan to conduct within each phase are noted below. This may include a journey mapping workshop, or a site visit where relevant.

Phase 1: DHS Shelter Resident HPD Referral

- Workshop A: DHS Shelter Resident HPD Referral – 2 workshops

Phase 2: DHS Shelter Resident Client Matching and Lease-Up

- Workshop A: Client Unit Matching – 2 workshops



- Workshop B: Lease-Up Process – 4 workshops
- Workshop C: Voucher Issuance – 1 workshop
- Workshop D: Resident Move-Out – 1 workshop

During the **Business Process Improvements and Reporting** stage we will iterate on observations and recommendations from the Current State Analysis and collate them into a Final Report. We will conduct the following workshops during the Business Process Improvements and Reporting stage:

- Workshop A: Business Process Improvement Discussion for Phase 1 – 2 workshops
- Workshop B: Business Process Improvement Discussion for Phase 2 – 2 workshops

Deliverables and Fees

Deliverable Description	Deliverable Fees	Estimated Completion
HDC/HPD Journey Maps for Phase 1 and Phase 2 of the Current State Analysis - A journey map will be provided for each of the following: <i>DHS Shelter Resident Matching Referral, Client Unit Matching, Lease-up Process, Voucher Issuance, Resident Move-out</i>	\$200,000	Week 12
HDC/HPD Final Evaluation Report – Will summarize the current state gaps and challenges in the processes, and the observations and recommendations to improve the client experience, reduce redundancies, and increase efficiencies. It will include information on the approach taken for the study, business units and stakeholders engaged, and processes reviewed. The report will also contain the work product, the Key Findings and Business Process Improvement Register.	\$120,000	Week 14
Totals	\$320,000	

The fees for services will be invoiced upon completion and acceptance of each deliverable.



Unless otherwise terminated, modified, or superseded in writing, this engagement contract is intended to apply for a period of 5 months from the date you sign this engagement contract.

If you agree with the terms set forth herein, please sign where indicated below so that we may begin work on this engagement.

Very truly yours,

KPMG LLP

Cindy Cohen
Principal

Enclosures:

Assumptions and Other Matters

Updated Terms and Conditions (Government) for Advisory and Tax Services

HDC Rider

NYC Housing Development Corporation

By:  _____

Title: SVP Administration & External Affairs and Chief of Staff

Date: 04/06/2023



Assumptions and Other Matters

- If needed, KPMG is able to support presentations to external identified audiences in collaboration with NYC HDC. To adhere with independence and lobbying concerns, we are unable to be the sole presenters.
- KPMG will not be handling any PII/PHI information confidential data. This includes no transfer of any of the PII/PHI data to KPMG servers, laptops, or environments.
- KPMG will act as an independent contractor in providing the services as set out in this proposal and does not undertake to perform obligations of the City, whether regulatory or contractual. In carrying out our work.
- HDC/HPD acknowledges and agrees that the KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, HDC/HPD. KPMG will not perform management functions or make management decisions for HDC/HPD.
- The timelines presented in this contract are reflective of the understanding of project scope. Any changes to project timelines and available HDC/HPD resources can result in a change of time to deliver service and the team available to support various initiatives.
- KPMG and HDC/HPD will conduct this project collaboratively, whereby HDC/HPD will assign representatives to work with KPMG personnel throughout the project for each identified workstream. While KPMG may provide advice and recommendations, HDC/HPD will evaluate sub-deliverables and deliverables and take responsibility for HDC/HPD decision making. HDC/HPD management is solely responsible for determining what changes/improvements (if any) HDC/HPD should consider implementing project objectives.
- HDC/HPD will be responsible for accumulating selected relevant documents and information, coordinating workshop schedules/meeting invites, and review work products, as reasonably requested by KPMG.
- The City understands and acknowledges that KPMG is prohibited from giving legal advice or performing legal services of any kind or nature and that any services to be provided by KPMG hereunder shall not include or be construed to include the provision by KPMG of legal advice or legal services.
- HDC/HPD acknowledges and agrees that any advice, recommendations, information, deliverables or other work products ("Advice") provided by KPMG in connection with the services under the Contract is intended for HDC/HPD's sole benefit and KPMG does not authorize any party other than HDC/HPD to benefit from or rely upon such Advice, or make any claims against KPMG relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, Client will not disclose, or permit access to such Advice to any third party without KPMG's prior written consent. Our deliverables will be client branded and we understand that the deliverables and work products are considered HDC's property and can be disseminated as appropriate.
- We assume two review cycles for deliverables submitted for HDC/HPD's approval. The first for a review of the draft deliverable and another for a final submission. We anticipate that HDC/HPD will provide their review within three (3) days. If no comments are received, we will assume approval is received.
- KPMG's role is limited to providing the services articulated in this proposal. In so doing, KPMG will have no contacts with legislative officials or employees at any level of government for any reason that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In no event will KPMG undertake meetings with government officials on behalf of the HDC/HPD or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In providing our



services in general, KPMG professionals will take no view or cannot undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used as such or in that context. Engagement deliverables will be not KPMG-branded, offered as holistic works and should be read and interpreted only in their entirety.



Updated Terms and Conditions (Government) For Advisory and Tax Services Agreed upon Terms and Conditions

1. Definitions.

- (a) "Advice" means any advice, recommendations, information, or other work product provided by KPMG in connection with the Services or the Deliverables.
- (b) "Agreement" means the engagement letter, proposal, or contract to which these Standard Terms and Conditions for Advisory and Tax Services are attached or incorporated, and any exhibits, attachments, addenda or appendices attached thereto.
- (c) "AICPA" means the American Institute of Certified Public Accountants.
- (d) "Client" or "you" (or derivatives thereof) means the engaging entity as identified in the Agreement.
- (e) "Client Materials" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information, that in each case is owned by or licensed or leased to you (including any Third-Party Materials), to which we are provided with access in connection with the Services and that may be used by us in providing the Services and Deliverables pursuant to the Agreement.
- (f) "Confidential Information" means all confidential information received by one party in the course of providing or receiving Services (the "Receiving Party") from the other party (the "Disclosing Party"). Confidential Information does not include any of the foregoing that: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party without an obligation of confidentiality; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) is permitted to be disclosed by Paragraphs 17(a) or (b); or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (g) "Deliverables" means the tangible items explicitly identified as "Deliverables" in the Agreement.
- (h) "KPMG" or "we" (or derivatives thereof) means KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the international KPMG network of independent firms.
- (i) "KPMG Firms" means KPMG, the Member Firms, and the legal entities comprising KPMG International.
- (j) "KPMG Property" means the KPMG property contained in the Deliverables.
- (k) "Member Firms" means the other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms.
- (l) "Model" means a model, electronic file, or spreadsheet with embedded macros owned, created, or licensed by any of the KPMG Parties.
- (m) "Services" means the services KPMG shall perform as set forth in the Agreement.
- (n) "Third-Party Materials" means third-party hardware, software, and other third-party items used by or provided to us in connection with the Services.

2. Our services and personnel.

- (a) Our Services will be performed in accordance with AICPA and other applicable professional standards.



(b) Any work performed in connection with the engagement described in the Agreement before its execution shall be governed by the Agreement.

(c) You agree that, while our Services may include advice and recommendations, we do not make management decisions or perform management functions.

(d) KPMG is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the Services we are providing, non-CPA holders may provide the Services under the Agreement.

3. Our fees.

(a) Unless otherwise agreed to in the Agreement, we will bill you monthly in arrears for the fees incurred for the applicable Services. You agree to pay our invoices within 30 days after receipt. Prior to September 15th of any year, you shall pay all outstanding invoices issued.

(b) Unless otherwise agreed to in the Agreement, we will also bill you for our reasonable out-of-pocket expenses. Where we are reimbursed for expenses, we will bill you for the amount we paid and we will not add any markup to the expense. After such expenses are incurred, we may receive rebates or incentive payments based on our aggregate purchases, which may include expenses reimbursed by you in addition to other clients. Such rebates are not credited back to you but are used to reduce our overhead.

(c) Our fees do not include any sales, use, excise, value added, income, or other taxes, tariffs, or duties applicable to your receipt of our Services, payment of which is not our responsibility. This does not include any applicable taxes based on our net income or applicable employment taxes, which are our sole responsibility.

4. Use of our advice.

(a) We may provide Advice to you orally or in draft form, but you should only rely on the final written Deliverable(s), if provided.

(b) After we have completed the Services, we will not update our Advice or the Deliverables unless you separately engage us to do so in writing.

(c) Unless otherwise agreed to in writing, our Advice and the Deliverables are intended for your sole benefit and we do not authorize any party other than you to rely upon such Advice or Deliverables or make any claims against us relating thereto. Any Deliverable bearing the "KPMG" name or logo made available to a third party must be made available only in its entirety, subject to any redactions required by applicable public records laws.

5. Termination.

Either party may terminate the Agreement for its convenience at any time by giving at least 30 days' prior written notice to the other party. In addition, either party may terminate the Agreement upon written notice to the other party if laws, rules, regulations, or professional standards applicable to a party preclude it from continuing to perform or receive the Services thereunder. Any provisions of the Agreement which are intended to survive termination or expiration will survive and continue to bind the parties.

6. Limitation on damages.

Except for KPMG's gross negligence or willful misconduct, the total liability of KPMG to you, on account of any claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes, and damages (collectively "Liabilities") in any way arising out of or relating to this Agreement, the Deliverables, or the Services provided shall be limited to the amount of fees paid or owing to KPMG under the Agreement for such Deliverables or Services. If this Agreement contemplates numerous, separate tasks or orders (by whatever name, each a "Task Order") to be negotiated and agreed to by the parties on a go-forward basis, then KPMG's responsibility for Liabilities shall be limited to the amount of fees or paid or owing to KPMG under the Task Order that gives rise to the Liabilities, and in such case there shall be no separate Liabilities under the Agreement, itself. In no event shall either KPMG or Client be liable for consequential, special, indirect, incidental, punitive, or exemplary damages,



costs, expenses, or losses (including, without limitation, lost profits, and opportunity costs). Any damages awarded against either party based on a third-party claim subject to indemnification hereunder shall not be subject to the disclaimer in the previous sentence. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, RULE, REGULATION, OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE.

7. Ownership.

(a) Upon full and final payment to KPMG of fees owed for the Services, you will own the Deliverables. To the extent that any KPMG Property is contained in any of the Deliverables, we hereby grant you a royalty-free, non-exclusive, non-transferable license to use such KPMG Property solely in connection with your use of the Deliverables. We may retain for our files copies of each of the Deliverables, subject to our confidentiality obligations to you.

(b) We may use Models to assist us in providing the Services. If you request a working copy of any such Model, we may, at our discretion, make such Model available to you on an as-is basis. Such Model shall not be considered a "Deliverable" unless it is identified as such in the Agreement. You are responsible for obtaining the right to use any third-party products necessary to use or operate such Model.

8. Indemnification

(a) KPMG will indemnify, hold harmless, and defend the Client from and against any Liabilities asserted by a third-party against the Client to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third-party's trademarks, copyrights, or patents issued in the United States as of the date the Deliverables are delivered to Client. KPMG has no obligation under this Paragraph for any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any modification of the Deliverables not expressly agreed to in writing by us; or (iii) the combination or operation of the Deliverables with materials not supplied or approved in writing by KPMG. In case all or part of any Deliverable (including any KPMG Property contained therein) is held, or we believe is likely to be held, to constitute infringement, in addition to our obligations set forth in this Paragraph, we may at our option either: (1) secure for you, at our expense, the right to continue to use such infringing item; or (2) replace, at our expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. If we believe we are unable to perform any of these options, we shall refund you the amount paid to us for such item as long as you return such item to us and cease all use of the same. This Paragraph states our entire liability and your sole and exclusive remedy with respect to any infringement or claim of infringement.

(b) KPMG will indemnify, hold harmless, and defend Client from and against any Liabilities for physical injury to, or illness or death of, any person, and damage to or destruction of any tangible property, to the extent caused by the negligence or willful misconduct of any of the KPMG Parties.

(d) Client shall promptly notify KPMG and tender defense of any claim for which the Client seeks indemnification. KPMG shall conduct the defense or settlement of any such claim at KPMG's sole expense and Client shall cooperate with KPMG. Client shall nonetheless have the right to participate in such defense or settlement at its own expense. Client shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which KPMG has accepted responsibility.

9. Cooperation; Use of information.

(a) You shall reasonably cooperate with us in the performance of the Services and provide us with, or procure for us, the personnel, facilities, systems, equipment, and information reasonably necessary for us to perform the Services, as well as fulfill any obligations set forth in the Agreement. If you do not provide us with the foregoing, you acknowledge that our ability to provide the Services may be adversely affected.

(b) We rely on the materials, information, and assumptions you provide to us to render our Advice and/or prepare the Deliverables. We will not independently investigate or verify the accuracy or completeness of the



same. If such materials, information, or assumptions are inaccurate or incomplete, our Advice and/or the Deliverables could be materially affected.

(c) You agree to (i) assume all management responsibilities and perform all management functions; (ii) oversee the Services, by designating an individual who possesses suitable skill, knowledge, and/or experience; (iii) evaluate the adequacy and results of the Services in a timely manner; (iv) accept responsibility for the results of the Services; and (v) establish and maintain internal controls over the processes with which the Services are concerned, including performing ongoing evaluations of your internal control as part of your monitoring activities.

(d) With respect to any Client Materials to which we are provided with access in connection with the Services, you hereby grant to us a non-exclusive, transferable, sublicensable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, and transmit such Client Materials to the extent necessary for us to provide the Services to you.

10. Use of KPMG Resources.

(a) The KPMG Firms and third parties, which may be located in other territories (collectively, the “KPMG Resources”), may access and use your information to provide certain internal, administrative, and/or regulatory compliance operations and functions, including maintaining independence, performing conflict checks, and information technology support, including cloud hosting.

(b) In addition, we may use KPMG Resources to directly assist in the performance of the Services (including providing tax advice), for example via subcontracting or contingent workforce personnel.

(c) Finally, we may use KPMG Resources to enhance, improve, or create our products and services (for example, by performing internal research, training cognitive systems, conducting data analytics, benchmarking, and developing thought leadership projects and whitepapers) (collectively “Ancillary Purpose”).

(d) You agree that you have the right to share and we may disclose your Confidential Information to such KPMG Resources and these KPMG Resources may have access to and use your Confidential Information for the purposes described in this Paragraph.

(e) KPMG Resources shall comply with the applicable requirements of the Agreement, including Paragraph 11, but we shall remain responsible to you for the performance of Services and for the use or disclosure of your Confidential Information in an unauthorized manner due to breach of the Agreement or failure of any KPMG Resources to exercise reasonable care.

(f) Any claim relating to the Services under the Agreement may only be made against KPMG and not any other KPMG Firm or third party referred to above.

(g) KPMG’s audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by KPMG Resources, notwithstanding other requirements of this contract. In addition, KPMG may license certain proprietary and third-party software tools (“Enabling Tools”) for use by HDC/HPD to facilitate the Services. All other use is prohibited. HDC/HPD may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by KPMG in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and HDC/HPD access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. HDC/HPD shall download such Deliverables and documents for its records. HDC/HPD acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Contract, and may be subject to additional terms specified in an engagement letter or other agreement. Enabling Tools are provided on an “as is,” “as available” basis.



11. Confidentiality.

(a) The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and shall not disclose it to any other party without the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is permitted herein; required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order; subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including quality and peer review); or to submit and process insurance claims. The Receiving Party shall protect the Disclosing Party's Confidential Information as it protects its own confidential information but in no event shall use less than reasonable care.

(b) Upon request after completion of the Services, the Receiving Party will deliver to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information and all copies thereof, except for copies retained in work paper files or records (i.e., engagement documentation), and anything that may be stored in back up media or other electronic data storage systems, latent data, and metadata.

(c) If the Receiving Party receives a validly issued legal or regulatory demand or request, subpoena, or other legal process ("Legal Demand") requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of such Legal Demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.

(d) In a proceeding or investigation to which we are not a named party or respondent, if you request or we are required or authorized to produce documents or personnel as witnesses or for interviews, or otherwise to make information or materials relating to the Services available to a third party or to you other than in our performance of the Services, you understand and agree that the expenses, including reasonable attorneys' fees and expenses, incurred in responding to such request or requirement are not included within the fees specified within this Agreement, and shall be subject to negotiation at the appropriate time.

Notwithstanding the foregoing, KPMG understands and agrees that Client is subject to the New York State Freedom of Information Law ("FOIL") and as such it shall disclose all records subject to FOIL without notice or consent of KPMG.

12. Independent contractor.

Each of the parties hereto is an independent contractor and neither party is or shall be considered an agent, distributor, or representative of the other. Unless otherwise agreed to by the parties, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. Assignment, waiver and severability.

(a) Except as otherwise set forth herein, neither party may assign, transfer, or delegate any of its rights, obligations, claims, or proceeds from claims arising under or relating to the Agreement (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or delegation in violation hereof shall be null and void.

(b) Failure of a party to exercise or enforce any of its rights hereunder is not a waiver of such rights.

(c) In the event that any term or provision of the Agreement shall be held to be invalid, void, or unenforceable, then the remainder of the Agreement shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.



14. Governing law.

The Agreement and all disputes and claims between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the jurisdiction in which Client is organized, including without limitation its statutes of limitations, without regard to the conflict of laws provisions.

15. Alternative dispute resolution.

(a) Any dispute or claim between the parties shall be submitted first to non-binding mediation. Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"), with the exception of paragraph 2 (Selecting the Mediator).

(b) If mediation is not successful within 90 days after the initial request for mediation, then either party may pursue all available remedies in a forum of competent jurisdiction.

(c) Damages that are inconsistent with Paragraph 6 above shall be unavailable in any forum.

(d) Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction, provided that such party will file such motion under seal unless prohibited under applicable court rules.

(e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction. Nothing herein shall preclude KPMG from filing a timely formal claim in accordance with applicable law provided, however, that KPMG shall, if permitted, seek a stay of said claim during the pendency of any mediation.

16. Miscellaneous.

(a) Use of Names and Logos. We may list you as a customer in our internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory, and/or Tax client of KPMG LLP."). In addition, you give us the right to use your logo on the Deliverables and documents prepared for you internally (e.g., internal presentations, etc.). Except as permitted by law or as set forth in this Paragraph, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party.

(b) Export Control. Each party acknowledges and agrees that it shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Agreement. Client shall not provide KPMG, or grant KPMG access to, (i) information (including technical data or technology), verbally, electronically, or in hardcopy, ii) software or (iii) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations, or Nuclear Regulatory Commission Part 110 Regulations, except information, software, or hardware that is classified as EAR99 under the EAR.

(c) Non-Solicitation. During the term of the Agreement and for one year thereafter, neither party shall solicit for hire as an employee, consultant, or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the internet, newspapers, magazines, or radio.

(d) Email. The parties may communicate with each other by email or otherwise transmit documents in electronic form during the course of this Agreement or in providing the Services. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).



(e) Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement or the Services to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing party ("Condition"). The party delayed or unable to perform ("Delayed Party"), shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Agreement whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Agreement upon written notice to the Delayed Party.

17. Additional terms for engagements involving tax services.

(a) Notwithstanding anything to the contrary set forth herein, no provision in the Agreement is or is intended to be construed as a condition of confidentiality within the scope of the Internal Revenue Code of 1986 (the "IRC") section 6011 as implemented through Treasury Regulation 1.6011-4(b)(iii)(ii) (without regard to references to payment or receipt of a minimum fee) or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client, its directors, officers, employees, and agents may disclose to any and all persons, without limitation of any kind, tax information KPMG provides to Client, including all materials such as tax opinions, memoranda, or other written tax advice that describes or otherwise relates to, either or both of the tax treatment and tax structure of any transaction on which KPMG's services are provided. Client will use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's services are requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.

(b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance with IRC section 6011. IRC section 6111 and the laws of various states require a material advisor with respect to a reportable transaction to make a return containing specified information concerning the transaction to the IRS or a designated state tax authority by a prescribed date, and IRC section 6707 imposes penalties for noncompliance with IRC section 6111. IRC section 6112 and the laws of various states require the material advisor to maintain, and make available to the IRS or designated state tax authority upon request, a list containing prescribed information with respect to persons advised and other information with respect to the reportable transaction, and IRC section 6708 imposes penalties for noncompliance with IRC section 6112. Client will use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Agreement as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions to IRC section 6011. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state tax authority or other jurisdiction adopting similar or analogous provisions thereto.

(c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.

(d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the IRC, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

18. Entire agreement; Amendment.

This Agreement and the HDC Rider constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersedes all other previous or contemporaneous oral



and written agreements relating to that subject matter. Any amendments to the Agreement must be made in writing. In the event of a conflict the HDC Rider shall govern and control.



*TO CONTRACT BETWEEN KPMG LLP
HAVING AN OFFICE LOCATED AT*
345 Park Ave NEW YORK (“KPMG”)
**AND THE NEW YORK CITY HOUSING DEVELOPMENT
CORPORATION, HAVING AN OFFICE LOCATED AT**
**110 WILLIAM STREET, 10TH FLOOR, NEW YORK, NEW YORK 10038,
 (“HDC”)**

1. **Conflict between Rider and Contract**. In the event of any conflict between this Rider and the printed portion of this Contract, the provisions of this Rider shall govern and control.
2. **Engagement**. HDC hereby engages KPMG and KPMG hereby agrees to hold itself available to render, and to render at the request of HDC, non-exclusive, independent services, to the best of its ability, in compliance with the terms and conditions set forth herein.
3. **Independent Contractor**. It is expressly agreed that KPMG is acting as an independent contractor and not as an employee of HDC in performing its services hereunder. HDC shall carry neither Workers' Compensation insurance, nor health, accident or other insurance to cover KPMG. HDC shall neither pay any contribution to Social Security, unemployment insurance, federal, state or city withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. KPMG agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for itself.
4. **Disclosure of Information**. KPMG shall not disclose or appropriate to its own use, or to the use of any unauthorized third party, at any time during or subsequent to the term of this Agreement, any information of HDC or any of HDC's subsidiaries of which KPMG becomes informed during such period, whether or not developed by Consultant. Upon termination of this Agreement, KPMG shall promptly deliver to HDC all manuals, letters, notes, notebooks, reports and all other materials provided by HDC under the control of KPMG. HDC shall have the right to obtain injunctive relief for violation of the terms of this Provision 4 and the terms of this Provision 4 shall survive the term of this Agreement.
5. **Further Assurances**. The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be necessary or appropriate to carry out the purposes of this Agreement.

6. **Severability.** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

7. **Governing Law Jurisdiction, Forum.** The parties hereby unconditionally and irrevocably agree that this Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York without regard to conflict of law provisions and the parties hereto unconditionally and irrevocably accept the nonexclusive jurisdiction of the courts and of the State of New York, waive any objection to the bringing of action in such jurisdiction and consent to venue in any State or Federal court located in the County of New York.

The parties agree that service of process may be by hand or certified mail, return receipt requested to the addresses stated above.

8. **Alternative Dispute Resolution.** If a claim or dispute between the parties arises in connection with this Agreement, such claim or dispute shall be settled by arbitration in the State of New York in accordance with the then current commercial arbitration rules of the American Arbitration Association. Notwithstanding any provision contained in this Agreement, the cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties unless the award provided otherwise. Judgment upon the award rendered by the arbitrator(s) may be entered into any court of competent jurisdiction, and shall be non-appealable and fully enforceable. The parties agree that, except as required by applicable law or regulation, the existence outcome, and contents of any arbitration proceedings shall be kept confidential and that the arbitrator(s) shall be required to adhere to the same obligation of confidentiality.

9. **No Third Party Beneficiary.** Nothing in this Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right or remedy and none of such parties shall be deemed to be a "third party beneficiary" hereof; rather, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.

10. **Assignment; Waiver.** This Agreement shall be binding upon the successors and assigns of KPMG__, but shall not inure to their benefit unless HDC shall specifically consent thereto in writing. This Agreement shall be binding upon and inure to the benefit of HDC's successors and assigns, and it is specifically agreed that HDC may assign this Agreement, in whole or in part, so long as any such assignee is capable of performing HDC's obligations hereunder. No specific waiver of any of the terms hereof shall be considered as a general waiver.

11. **Notice.** All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be given by hand with receipt therefor, telecopy with therefor or mailed by United States certified mail, postage prepaid, at the address first set forth above; or to such other address as each party may hereinafter designate by notice delivered in accordance herewith. All notices or other communication given by hand delivery or telecopy shall be deemed given on the date of delivery or transmittal, as the case may be; notices or other communications delivered by certified mail shall be deemed given three (3) business days after delivery to the United States Postal Registry Clerk. KPMG_____ agrees that it shall not be entitled to any notices of any nature whatsoever from HDC except with respect to matters for which this Agreement specifically and expressly provides for the giving of notice by HDC, KPMG___ waives the right to receive any notice from HDC with respect to any matter for which this Agreement does not specifically and expressly provide for the giving of notice by HDC.

12. **Entire Agreement; Modification; Merger.** This Agreement is part of the entire agreement of the parties and may not be changed orally but only in a writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought. The provisions of this Agreement shall prevail over any contrary provisions of any other documents in determining the respective rights and obligations of the parties to each other.

KPMG, LLP

By: 

Name: Cindy Cohen

Title:

Principal

**NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION**

By: 

Name: Elizabeth Strojan

Title: SVP for Administration & External Affairs and Chief of Staff