

TENTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS TENTH AMENDMENT to the Contract for Services dated June 29, 2015, and made effective April 13, 2015, is made and entered into March 6, 2020 (the "Tenth Amendment"), between Horne, LLP having an office located at 1020 Highland Colony Parkway, Suite 400, Ridgeland, MS 39157 ("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 qualifications issued by HTFC on December 3, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 29, 2015, and made effective April 13, 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 June 29, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into the First Amendment on March 25, 2016 which increased the Total Fee to \$2,291,615.00 and extended the Term to April 15, 2017; and

WHEREAS, HTFC/GOSR and Contractor entered into the Second Amendment on July 28, 2016 which increased the Total Fee to \$5,000,000.00 with no Term extension; and

WHEREAS, HTFC/GOSR and Contractor entered into the Third Amendment on November 29, 2016 which increased the Total Fee to \$4,500,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into the Fourth Amendment to the Agreement on March 7, 2017 which corrected a clerical error found in the Third Amendment by clarifying the Total Fee to be \$5,500,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into the Fifth Amendment to the Agreement on July 13, 2017 which extended the Term to July 26, 2018; and

WHEREAS, HTFC/GOSR and Contractor entered into the Sixth Amendment to the Agreement on May 4, 2018 which extended the Term to March 31, 2019; and

WHEREAS, HTFC/GOSR and Contractor entered into the Seventh Amendment to the Agreement on October 19, 2018 which extended both the Term and the Hourly Rates date range, as contained in the Exhibit B Fee Schedule, to December 31, 2019; and

WHEREAS, HTFC/GOSR and Contractor entered into the Eighth Amendment to the Agreement on May 22, 2019 which increased the Total Fee to \$6,050,000.00 and extend the Term to March 31, 2020; and

WHEREAS, HTFC/GOSR entered into a Ninth Amendment to the Agreement on December 27, 2019 which increased the Total Fee to \$6,756,000.00 with no Term extension; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement through March 31, 2021 to allow Contractor to perform additional services; and

WHEREAS, GOSR seeks such services in the amount of \$2,640,800.00, thereby increasing the Agreement Total Fee to the amount of \$9,396,800.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the agreement by means of this Tenth Amendment in order to increase the total fee to \$9,396,800.00 and to extend the Term to March 31, 2021 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) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$9,396,800.00 ("Total Fee") for the Services under all Task Orders under this Agreement."

2. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2021."
3. The date range associated with the Hourly Rates columns for each Task, as contained in the Exhibit B Fee Schedule, currently titled "April 13, 2017 – December 31, 2019", is hereby replaced with the following date range: "April 13, 2017 – March 31, 2021."
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 Ninth Amendment on the day and year first above written.

Horne, LLP

By:

Name: *S. Neil Forbes*
Title: *Partner*
Date: *14 FEB 2020*

Housing Trust Fund Corporation

By:

Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: *3.6.2020*