

ELEVENTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS ELEVENTH AMENDMENT to the Contract for Services dated January 9, 2015, and made effective October 23, 2014, is made and entered into June 12, 2020 (the "Eleventh Amendment"), between Armand Corporation, having an office located at 1001 Avenue of the Americas, Suite 1105, 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 January 9, 2015, and made effective October 23, 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, Contractor's Total Fee in the Contract for Services dated January 9, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on February 5, 2015 which increased the Total Fee to \$10,000,000.00 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on May 19, 2015, which increased the Total Fee to \$13,976,647.00 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on October 22, 2015, which increased the Total Fee to \$36,964,996.00 and extended the Term to September 29, 2016; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on October 11, 2016, which increased the Total Fee to \$48,964,996.00 and extended the Term to November 30, 2017; and

WHEREAS, HTFC and Contractor entered into a Fifth Amendment to the Agreement on March 9, 2017, which increased the Total Fee to \$50,114,996.00 and extended the Term to March 31, 2018; and

WHEREAS, HTFC and Contractor entered into a Sixth Amendment to the Agreement on August 11, 2017, which increased the Total Fee to \$51,614,996.00 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Seventh Amendment to the Agreement on January 19, 2018, which increased the Total Fee to \$63,114,996.00 and extended the Term to June 30, 2019; and

WHEREAS, HTFC and Contractor entered into a Eighth Amendment to the Agreement on October 19, 2018, which increased the Total Fee to \$63,814,996.00 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Ninth Amendment to the Agreement on July 1, 2019, which extended the Term to March 31, 2020 and increased the contract value to \$65,989,996.00; and

WHEREAS, HTFC and Contractor entered into a Tenth Amendment to the Agreement on October 17, 2019, which increased the contract value to \$68,489,996.00 with no Term extension; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$4,375,680.00, thereby increasing the Total Fee to the amount of \$72,865,676.00; and

WHEREAS, GOSR seeks to extend the Term to December 31, 2020; and

WHEREAS, HTFC/GOSR and Contractor wish to amend the Agreement by means of this Eleventh Amendment in order to increase the Total Fee and to extend the Term to allow Contractor to continue to provide services;

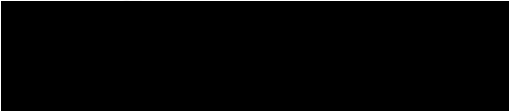
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

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 \$72,865,676.00 ("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 December 31, 2020."
3. 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: "Total Compensation for services under this contract shall not exceed \$72,865,676.00."
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 Eleventh Amendment on the day and year first above written.

Armand Corporation

By: 

Name: Barbara Armand
Title: President
Date: 5/1/20

Housing Trust Fund Corporation

By: 

Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: 6/12/2020