

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated March 8, 2018 and made effective January 3, 2018, is made and entered into January 11, 2019 (the “First Amendment”), between Horne LLP, a Delaware Limited Liability Partnership with offices 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 proposals issued by HTFC on August 24, 2017 (the “RFP”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on March 8, 2018, effective January 3, 2018, 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 March 8, 2018 totaled \$807,530.00; 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 to increase the Total Fee to \$2,760,000.00 and extend the Term to allow Contractor to perform the additional services; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to extend the Term 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 \$2,760,000.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. The first sentence of Section 4 of the Agreement titled “Period of Agreement” is hereby deleted and replaced with the following: “This Agreement shall commence as of the Effective Date and shall terminate on January 31, 2020”.
3. The Exhibit B Fee Schedule of the Agreement is hereby replaced by a revised Exhibit B1 Fee Schedule, as appended hereto.
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 First Amendment on the day and year first above written.

Horne LLP

By:

Name: *S. Neil Forbes*
Title: *Partner*
Date: *4 JAN 19*

Housing Trust Fund Corporation

By:

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

EXHIBIT B1
FEE SCHEDULE

HORNE LLP
Tenant Relocation Services, Uniform Relocation Act

Title	Rate
Project Manager	\$200.00
Relocation Specialist Lead	\$110.00
Relocation Specialist	\$103.00
Market Specialist	\$190.00
Market Analyst	\$155.00
Senior Case Manager	\$110.00