

FOURTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated September 3, 2014, is made and entered into October 29, 2018 (the "Fourth Amendment") between Thacher Associates, LLC, having an office located at 330 West 42<sup>nd</sup> Street, New York, New York 10036 ("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 September 3, 2014, and made effective September 3, 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 September 3, 2014 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on May 27, 2015 which increased the budget by \$3,000,000.00 to a revised Total Fee of \$4,000,000.00 with no change in Term; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on August 26, 2016 which extended the Term to September 3, 2017 with no increase to the Total Fee; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on October 23, 2017 which extended the Term to September 3, 2018 with no increase to the Total Fee; 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 extend the Term of the Agreement to December 31, 2018; and

WHEREAS, GOSR seeks such additional services in the amount of \$450,000.00; thereby increasing the Total Fee to \$4,450,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fourth Amendment to extend the Term and add additional funds into the Contract 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 sentence of Section 4 is hereby deleted and replaced with the following:  
"This Agreement shall commence as of the Effective Date and shall terminate on December 31, 2018."
2. The Second sentence of section 2(a) is hereby deleted and replaced with the following:  
"Contractor agrees that in no event will HTFC pay the Contractor more than \$4,450,000.00 ("Total Fee") for the services under all Task Orders under this Agreement."
3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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 Fourth Amendment on the day and year first above written.

**Thacher Associates, LLC**

By:   
Name: Erin Longbothum  
Title: Senior Director  
Date: October 23, 2018

**Housing Trust Fund Corporation**

By:   
Name: Daniel Greene  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 10/25/18