

FOURTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated June 19, 2015, and made effective April 13, 2015, is made and entered into April 30, 2019 (the "Fourth Amendment"), between Oneida Business Enterprises, Inc. having an office located at 203 Genesee St, Oneida, New York 13421 ("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 19, 2015, 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 19, 2015 totaled \$500,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment on May 5, 2016 which extended the Period of the Agreement to April 13, 2017; and

WHEREAS, HTFC/GOSR and Contractor entered into a Second Amendment on July 6, 2017 which increased the Total Fee to \$1,000,000.00 and extended the Term to March 31, 2018; and

WHEREAS, HTFC/GOSR and Contractor entered into a Third Amendment on May 21, 2018 which extended both the Term and the Hourly Rates date range, as contained in the Exhibit B Fee Schedule, to March 31, 2019; and

WHEREAS, HTFC/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 through March 31, 2020; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fourth 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 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, 2020."
2. 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 – March 31, 2019", is hereby replaced with the following date range: "April 13, 2017 – March 31, 2020."
3. 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 Fourth Amendment on the day and year first above written.

Oneida Business Enterprises, Inc.

Housing Trust Fund Corporation

By: 

By: 

Name: Paul Kocur
Title: VP
Date: April 25, 2019

Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: April 30, 2019