

SIXTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SIXTH AMENDMENT to the Contract for Services dated June 29, 2015, is made and entered into May 4, 2018 and made effective **April 13, 2015** (the "Sixth 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 proposals 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, 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 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, 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; and

WHEREAS, HTFC/GOSR and Contractor entered into the Third Amendment on November 29, 2016 which increased the Total Fee to \$5,500,000.00; 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 desire to amend the Agreement by means of this Sixth Amendment in order to extend the Term to March 31, 2019 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, 2019."
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 – April 12, 2018", is hereby replaced with the following date range: "April 13, 2017 – March 31, 2019."
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 Sixth Amendment on the day and year first above written.

Horne, LLP

By:

Name:

Title:

Date:

S. Neil Forbes
PARTNER
1 MAY 18

Housing Trust Fund Corporation

By:

Name:

Title:

Date:

Emily Thompson
~~Daniel Greene~~
Deputy
General Counsel, Governor's
Office of Storm Recovery