

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated June 29, 2015, is made and entered into July 13, 2017 and made effective April 16, 2017 (the “Fifth Amendment”), between Horne, LLP having an office located at [REDACTED] (“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 April 4, 2016 which increased the Total Fee to \$2,291,615.00 and extended the Term through April 15, 2017; and

WHEREAS, HTFC/GOSR and Contractor entered into the Second Amendment on August 2, 2016 which increased the Total Fee to \$5,000,000.00; 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 desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term through July 26, 2018 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 \$5,500,000.00 ("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 July 26, 2018."
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 Fifth Amendment on the day and year first above written.

Horne, LLP

By: _____

Name: S. Neil Forbes
Title: Partner
Date: 10 July 2017

Housing Trust Fund Corporation

By: _____

Name: Daniel Greene
Title: General Counsel, Governor's
Office of Storm Recovery

Date: 7/13/17