

FOURTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated June 8, 2015, is made and entered into May 21, 2018 and made effective April 13, 2015 (the "Fourth Amendment"), between National Disaster Recovery Technical Assistance Consultants, Inc. having an office located at 59 Court Street, Suite 202, Binghamton, New York 13901 ("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 8, 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, HTFC and Contractor's Total Fee in the Contract for Services dated June 8, 2015 totaled \$500,000.00;

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on May 5, 2016 which extended the Term to April 13, 2017; and

WHEREAS, HTFC and Contractor entered into the Second Amendment to the Agreement on November 29, 2016 which increased the Total Fee to \$880,000.00; and

WHEREAS, HTFC and Contractor entered into the Third Amendment to the Agreement on August 3, 2017 which extended the Term to March 31, 2018 and increased the Total Fee to \$2,730,000.00; 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 extend the Term until March 31, 2019 to authorize these services; 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, 2019."
2. The date range associated with the Hourly Rates column, 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 Fourth Amendment on the day and year first above written.

**National Disaster Recovery Technical
Assistance Consultants, Inc.**

Housing Trust Fund Corporation

By: _____

Name: JAYESH DESAI
Title: PRESIDENT
Date: 5/2/10

By: _____

Name: Daniel Greene
Title: General Counsel, Governor's
Office of Storm Recovery
Date: 5/2/10