

FOURTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated October 23, 2014, is made and entered into October 2, 2017, and made effective October 23, 2014 (the "Fourth Amendment"), between Jacobs Project Management Co., having an office located at Two Penn Plaza, Suite 0603, New York, New York 10001 ("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 July 1, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 23, 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, Contractor's Total Fee in the Contract for Services dated January 9, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on April 27, 2015 which increased the Total Fee to \$5,000,000.00; and

WHEREAS, HTFC and Contractor entered into the Second Amendment to the Agreement on October 23, 2015 which extended the Term until October 22, 2016; and

WHEREAS, HTFC and Contractor entered into the Third Amendment to the Agreement on October 23, 2016 which extended the Term until October 22, 2017; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fourth Amendment in order to extend the Term and increase the Total Fee to allow Contractor to continue to provide services;

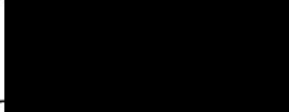
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

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 \$5,600,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement.
2. Subsection 2 of Exhibit B to the Agreement, entitled "Fee Schedule and Rates for CM Support Services Contracts", is hereby deleted and replaced with the following: "2 Total Compensation for services under this contract shall not exceed \$5,600,000.00"
3. 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, 2018."
4. 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.

**Jacobs Project Management Co.**

By:   
Name: Vincent A. Mangione  
Title: Vice President  
Date: 9/12/17

**Housing Trust Fund Corporation**

By:   
Name: Daniel Greene  
Title: General Counsel, Governor's  
Office of Storm Recovery  
Date: 9/12/17