

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated June 25, 2015, and made effective May 11, 2015, is made and entered into June 8, 2018 (the "Fifth Amendment") between JASPAN SCHLESINGER LLP, having an office located at 300 Garden City Plaza, Fifth Floor, Garden City, New York 11530 ("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 direct assignment, utilizing the "affiliated agency" provision of GOSR's procurement policy, and relying on the HFA procurement of non-bond legal counsel services RFP released in August 2012 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 25, 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 25, 2015 totaled \$500,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 10, 2015 which increased the Total Fee to \$1,500,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on June 9, 2016 which extended the Contract Term to May 10, 2017 with no change in Total Fee; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on June 13, 2017 which extended the Contract Term to May 10, 2018 and increased the Total Fee to \$2,185,000.00; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on January 26, 2018 which increased the Total Fee to \$2,485,000.00 with no change in Contract Term; and

WHEREAS, HTFC seeks continued services from Contractor, to include legal auction and non-auction related services, that are within the scope of services sought under the RFP, and included within Exhibit A's "Scope of Services"; and

WHEREAS, HTFC seeks to extend the Term for one (1) additional year, to May 10, 2019; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term of the Agreement with no change in Total Amount/Fee Schedule;


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 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on May 10, 2019".
2. 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.

Jaspan Schlesinger LLP

By: 
Name: James D. Leonard
Title: Partner
Date: June 4, 2018

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 6/8/18