

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated January 9, 2015, is made and entered into March 9, 2017, effective February 1, 2017 (the "Fifth Amendment") between Armand Corporation, having an office located at 1001 Avenue of the Americas, Suite 1105, New York, New York 10018 ("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 January 9, 2015 and made effective 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, HTFC and 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 a First Amendment to the Agreement on February 5, 2015 which increased the Total Fee to \$10,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on May 19, 2015 which increased the Total Fee to \$13,976,647.00; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on October 22, 2015 which increased the Total Fee to \$36,964,996.00; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on October 11, 2016 which increased the Total Fee to \$48,964,996.00 and extended the Term through November 30, 2017; 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 such additional services in the amount of \$1,150,000.00 thereby increasing the Total Fee to the amount of \$50,114,996.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to increase the Total Fee and 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 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 \$50,114,996.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first sentence of Section 4 of the Agreement is hereby deleted and replaced with the following: "The Agreement shall commence as of the Effective Date and shall terminate on March 31, 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.

Armand Corporation

By: 

Name: Barbara Armand

Title: President

Date: 3/6/17

Housing Trust Fund Corporation

By: 

Name: Daniel Greene

Title: General Counsel

Governor's Office of Storm

Recovery

Date: 3/9/17