

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated March 25, 2014, is made and entered into January 7, 2017, made effective January 1, 2017 (the "Fifth Amendment"), between COHNREZNICK LLP, having an office located at 1212 Avenue of the Americas, Suite 1200, New York, New York 10036 ("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 October 25, 2013 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on March 25, 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 March 25, 2014 totaled \$4,000,000.00; and

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on November 11, 2014 which increased the Total Fee from \$4,000,000.00 to \$18,153,149.17 and extended the Term from July 31, 2014 to March 31, 2015; and

WHEREAS, HTFC and Contractor entered into the Second Amendment to the Agreement on December 3, 2015 which increased the Total Fee from \$18,153,149.17 to \$31,710,433.55 and extended the Term through December 31, 2015; and

WHEREAS, HTFC and Contractor entered into the Third Amendment to the Agreement on January 19, 2016 which extended the Term through June 30, 2016; and

WHEREAS, HTFC and Contractor entered into the Fourth Amendment to the Agreement on October 11, 2016 which extended the Term through December 31, 2016; 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, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth 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:


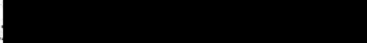
1. The first sentence of Section 2 of the Agreement, entitled "Period of Agreement", is hereby deleted and replaced with the following: "This Agreement shall commence as of January 27, 2014 and shall terminate on June 30, 2017."
2. All other terms and conditions, including appendices, attachments, exhibits, 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.

COHNREZNICK LLP

By 
Name: *Timothy G. Bender*
Title: *Partner*
Date: *12/30/2016*

Housing Trust Fund Corporation

By 
Name: 
Title: *General Counsel, Governor's Office of Storm Recovery*
Date: *1/7/16*