

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated February 20, 2015, is made and entered into December 9, 2016 and made effective October 23, 2016 (the "Fifth Amendment"), between McKissack & McKissack, having an office located at 1001 Avenue of the Americas, 20th Floor, New York, NY 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 February 20, 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, Contractor's Total Fee in the Contract for Services dated February 20, 2015 totaled \$5,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on April 14, 2015 which increased the Total Fee to \$7,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on July 20, 2015 which increased the Total Fee to \$14,320,954.75; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on November 20, 2015 which increased the Total Fee to \$18,250,985.11 and extended the Term to October 22, 2016;

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on June 30, 2016 which increased the Total Fee to \$19,919,078.67; 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 \$2,240,075.77, thereby increasing Exhibit B's "Fee Schedule and Rates for CM Support Services Contracts" to a total amount of \$22,159,154.44; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to increase the Total Fee to allow Contractor to perform additional services; and

WHEREAS, HTFC/GOSR and Contractor seek to extend the Term of the Agreement to May 31, 2017

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) is hereby deleted and replaced with the following:
"Contractor agrees that in no event will HTFC pay the Contractor more than \$22,159,154.44 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. 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 31, 2017".
3. 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 \$22,159,154.44".
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.

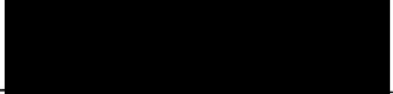
IN WITNESS WHEREOF, the parties executed this Fifth Amendment on the day and year first above written.

McKissack & McKissack

By: 

Name: RUSSELL IMBRENDA
Title: VICE PRESIDENT
Date: 12/7/16

Housing Trust Fund Corporation

By: 

Name: Daniel Greene
Title: General Counsel, Governor's Office
of Storm Recovery
Date: 12/9/16