

SECOND AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT (the “Second Amendment”) to the Contract for Services dated September 9, 2016 and made effective December 1, 2016, is entered into January 11, 2019, 2019 and made effective as of December 31, 2018, between SCAPE LANDSCAPE ARCHITECTURE D.P.C., having an office located at 277 Broadway, Suite 1606, New York, New York 10007 (“Consultant”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, Consultant was selected and approved under a single source justification (“Single Source”) by the New York State Office of the Comptroller; and

WHEREAS, HTFC and Consultant entered into a Contract for Services (the “Agreement”) on September 9, 2016, which became effective on December 1, 2016 (the “Effective Date”), pursuant to which Consultant provides certain services in support of the Rebuild by Design Living Breakwaters project, which is a part of the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program; and

WHEREAS HTFC and Consultant entered into a First Amendment (the “First Amendment”) to the Agreement on March 22, 2018, which was made effective as of January 5, 2018, pursuant to which the Parties extended the term of the Agreement and to obtain additional services from Consultant that were within the scope of services sought under the Single Source justification and provided by Consultant under the Agreement; 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, the term of the Agreement as amended extended from the Effective Date through December 31, 2018; and

WHEREAS, GOSR and Consultant wish to further extend the Term of the Agreement to February 28, 2019 to allow Consultant to perform continued design and advisory 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:

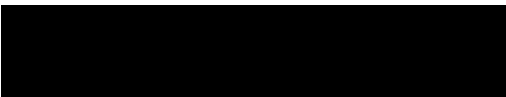
1. The first sentence of Section 4, as amended by the First Amendment, is hereby deleted and replaced with the following:

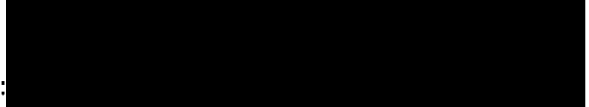
“This Agreement shall commence as of the Effective Date and shall terminate on February 28, 2019.”

2. All other terms and conditions, including appendices, attachments, exhibits, riders, side letters and amendments to the Agreement are hereby continued in full force and effect as though set forth herein.

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

**SCAPE LANDSCAPE ARCHITECTURE D.P.C.    Housing Trust Fund Corporation**

By:   
Name: Elena Brescia, RLA  
Title: Vice President & Treasurer

By:   
Name: Emily Thompson  
Title: Acting General Counsel,  
Governor's Office of Storm Recovery