

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated April 17, 2015 is made and entered into May 27, 2016 (the "Second Amendment"), effective May 2, 2016, between Penda Aiken, Inc., having an office located at 330 Livingston Street, Brooklyn, New York 11217 ("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 31, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on April 17, 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/GOSR and Contractor entered into the First Amendment to the Agreement on February 22, 2016 which extended the Term to August 8, 2016; and

WHEREAS, HTFC/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

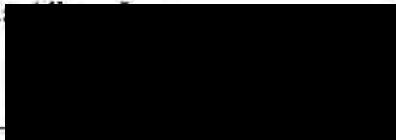
WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to extend the Term and revise Schedule B, entitled "Fee Schedule," to allow Contractor to perform additional services;


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 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on February 8, 2017."
2. Exhibit B to this Second Amendment, entitled "Fee Schedule," hereby replaces Exhibit B to the Agreement.
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 Second Amendment on the day and year first above written.

Pend
By: 
Name: *Plenda Aiker*
Title: *President*
Date: *5/19/16*

Housing Trust Fund Corporation
By: 
Name: *Janet Green*
Title: *Genl Counsel*
Date: *5/27/16*

**EXHIBIT B
FEE SCHEDULE**

PENDA AIKEN INC.					
Title	Wage Rate	Standard Resource Rates		Paid Time Off Resource Rates	
		Markup	Bill Rate	Markup	Bill Rate
Financial Analyst I					
Financial Analyst II					
Policy Analyst I					
Policy Analyst II					
Data Analyst I					
Data Analyst II					
Program Administrator I					
Program Administrator II					
Executive Assistant					
Administrative Assistant					
Human Resources Manager					
Human Resources Assistant					
Program Manager					
Project Coordinator					
Unknown Titles					

Note: Rates may be adjusted on a Task Order basis under special circumstances.

Permanent Placement

In the event that GOSR chooses to offer full time employment to a Penda Aiken Inc. sourced temporary employment resource, the following cost structure or fee schedule will apply:

Hours Worked	Fee
up to 175	20.0%
176 - 350	17.5%
351 - 525	14.0%
526 - 700	10.5%
701 - 850	7.0%
851 - 1,000	3.5%
1,001 +	No Fee

Note: No placement fee will be assessed for GOSR initiated temporary employment referrals.

Unknown Titles

For the unknown titles for temporary staffing resources that have yet to be identified, PAI provides a markup of 1.544 associated with titles to be identified by GOSR.