

SECOND AMENDMENT OF CONTRACT FOR PLANNING, TECHNICAL AND
PROFESSIONAL SERVICES

THIS SECOND AMENDMENT to the Contract for Services (the "Second Amendment") is made and entered into November 14, 2014 between Ecology and Environment, Inc, having an office at 368 Pleasant View Drive, Lancaster, New York 14086 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on April 23, 2013;

WHEREAS, HTFC and the Contractor entered into a contract for planning, technical, and professional services on October 25, 2013, in order to assist NY Rising Community Reconstruction (NYRCR) Planning Committees in producing NYRCR plans as well as the completion of any and all critical studies to determine the key vulnerabilities and needs of the communities which will be used to support the creation of NYRCR plans (the "Contract for Services");

WHEREAS, HTFC and the Contractor entered into a Letter Agreement, dated January 16, 2014, extending and clarifying certain deliverable due dates;

WHEREAS, HTFC and the Contractor entered into a First Amendment, dated May 9, 2014, for additional planning, technical and professional services, in addition to those services for which a budget was previously established, for the creation comprehensive text and visual aids to be used at the Building Back Better: NY Rising Communities Spring Conference, held on April 23, 2014 ("Spring Conference");

WHEREAS, HTFC desires to modify the not to exceed amount of the Contract by means of this Second Amendment to cover expenses incurred by the Contractor pertaining to the Towns of Schoharie and Middleburgh;

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 third section of the Contract for Services is amended to read as follows:
 3. Compensation. (a) HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event, except for as provided by subsection (b) of this Section 3, will the Contractor be paid more than \$1,999,482.35 for the Services unless authorized in writing by HTFC.
 - (b) Spring Conference Expenses. HTFC agrees to pay the Contractor an amount not to exceed \$3,446.29, at the rate set forth in the Budget attached as Exhibit B, for the provision of additional planning, technical and professional services pursuant to Subsection (a) of Section XX of the Scope of Services attached as Exhibit A. In addition, HTFC agrees to pay Contractor an amount not to exceed \$6,000, at the rate set forth in the Budget attached as Exhibit B, and in accordance with the requirements of Appendix 4 to this Agreement, for the provision of additional planning, technical and professional services pursuant to Subsection (b) of Section XX of the Scope of Services attached as Exhibit A.
2. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Contract for Services 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.

Ecology and Environment, Inc.

By: [REDACTED]
Name: H. John Mye III [REDACTED]
Title: VP, CFO, Treasurer

[REDACTED]
HOUSING TRUST FUND CORPORATION

By: [REDACTED]
Name: James Rubin
Title: Director, Governor's Office of Storm Recovery