

FIRST AMENDMENT
OF
AGREEMENT

THIS FIRST AMENDMENT to the Agreement dated March 14, 2014 is made and entered into May 16th, 2014 (the "First Amendment") between Innovative Emergency Management, Inc., having an office at 2801 Slater Road, Suite 110, Morrisville, North Carolina 27560 ("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 August 5, 2013;

WHEREAS, HTFC and the Contractor entered into an Agreement on March 14, 2014, pursuant to which the 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 (the "Agreement");

WHEREAS, HTFC and the Contractor desire to amend the Agreement by means of this First Amendment in order to ensure the safeguarding of CDBG-DR funds;

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. Section V. of the Agreement, currently entitled "Indemnification" is changed to "Indemnification and Insurance".
2. Paragraph V.E. is inserted as follows:
 - "E. CONTRACTOR shall procure and maintain without interruption, at its sole cost and expense, insurance of the type, and with limits and deductibles, as follows:

- (1) Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC shall be named as an additional insured.
- (2) Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- (3) Worker's Compensation. Covering employers' liability and disability benefits as required by the State of New York.
- (4) Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000).
- (5) Crime Insurance. Covering all of CONTRACTOR's employees that have access, in any way, to CDBG-DR funds, in an amount not less than the Total Fee.

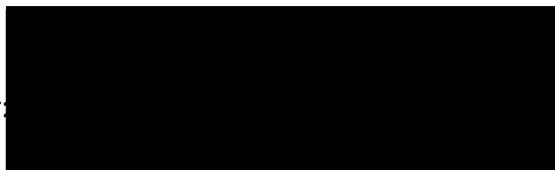
CONTRACTOR shall provide Certificates of Insurance to HTFC within ten days after the date hereof and as soon as practicable following renewal of each policy described above.”

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 First Amendment on the day and year first above written.

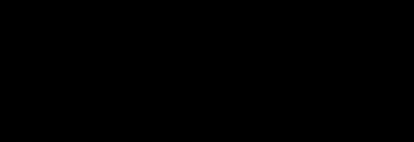
Innovative Emergency Management, Inc.

By



Name: *Theodore Lemcke*
Title: *Chief Operating Officer*

HOUSING TRUST FUND CORPORATION

By: 
Name: ~~James Rubin~~ *Seth Diamond*
Title: Director, Governor's Office of Storm
Recovery