

FIRST AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated April 24, 2017, is made and entered into ~~23<sup>rd</sup>~~ 23<sup>rd</sup> September, 2017 (the "First Amendment") between Competitive Edge Development, Inc., having an office located at 601 Spruce Drive, Holbrook, NY 11741 ("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 January 30, 2017 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on April 24, 2017, 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 and Contractor's Total Fee in the Contract for Services dated April 24, 2017 totaled \$64,300.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to change the Scope of Services, Fee Schedule and M/WBE requirements without changing the Total Fee;

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 Exhibit A Section I is hereby deleted and replaced with the following:  
 "Contractor will support HTFC in meeting its Key Objectives, as defined below, including the provision of twelve (12), two-hour (2-hour) training sessions that consist of Equal Employment Opportunity and Diversity and Inclusion training courses."
  
2. The Fee Schedule as provided in Exhibit B is hereby deleted and replaced with the following:  
 "Applicable SOW:  
 Contractor shall provide twelve (12), two-hour (2-hour) training sessions for a total of approximately 200 GOSR staff; As proscribed by GOSR, and subject to change, half of each session shall be allocated to providing EEO training and half shall be allocated to the provision of Diversity & Inclusion training.

Title/Classification/Description	Unit Price per (2-hour Training Session)	Quantity	Extended Price
Equal Employment Opportunities (EEO) Refresher and Training and Inclusion Training			
Costs for Amending Sessions to 2 Hours (printing and redesigning the program from a 4-hour to 2-hour course, creating specific managerial sessions)			
Potential make-up sessions and related administrative costs.			
<b>Total Not-to-Exceed</b>			<b>\$64,300.00</b>


3. The first sentence of Appendix III Section II, Contract Goals, is hereby deleted and replaced with the following: "For purposes of this procurement, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

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.


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

**Competitive Edge Development, Inc.**

By:   
Name: Cheryl Gillette  
Title: President  
Date: 9/22/17

**Housing Trust Fund Corporation**

By:   
Name: Daniel Greene  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 9/22/17