

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated September 11, 2015, is made and entered into September 16, 2016 (the "First Amendment"), between AGATE SOFTWARE INC., having an office located at 2214 University Park Drive, Suite 102, Okemos, MI 48864 ("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 procured as a sole source vendor following expiration of the contract with IEM, under which Agate was a subcontractor; and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on September 11, 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 and Contractor's Total Fee in the Contract for Services dated September 11, 2015 totaled \$897,562.75; and

WHEREAS, GOSR wishes to obtain additional services from Contractor, with no change in budget, that are within the scope of services provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement for an additional one (1) year to September 13, 2017; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to extend the Term with no change in budget 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 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on September 13, 2017.
2. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:
 - A. For services performed by Contractor pursuant to any Task Order executed or amended on the same day or prior to this Third Amendment, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For services performed by Contractor pursuant to any Task Order executed or amended subsequent to this Third Amendment, 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") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
3. Section 1(f) is hereby added as follows:

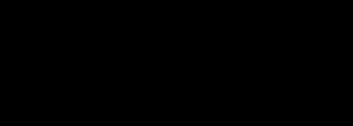
The Contractor shall submit all compliance documentation required by Appendix III attached hereto, or otherwise required by any RFP, Task Order(s), or other attachments to this Contract for Services or any Task Order(s), by electronic submission to GOSR's Management System of Record, Elation Systems, in such form and with such frequency as set forth in the applicable requirements documents.
4. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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.

Agate Software Inc

By: 
Name: Mark Watters
Title: Account Manager
Date: 9-15-16

Housing Trust Fund Corporation

By: 
Name: 
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 9/16/16