

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated March 12, 2014, is made and entered into May 18, 2017 (the "Fifth Amendment"), between MSA Investigations, Inc., having an office located at 9 Murray Street, New York, New York 10007 ("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 4, 2013 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for background screening services on March 12, 2014, in order to conduct background screening checks on certain applicants for disaster recovery funds (the "Contract for Services"); 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 entered into a First Amendment to the Agreement on July 15, 2014 which increased the Total Fee to \$200,000.00 and expanded the scope of work to include establishment and monitoring of a confidential hotline and additional investigative services; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on December 15, 2014 which increased the Total Fee to \$350,000.00 and extended the term for two additional years to 5/15/16 ; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on February 23, 2016 which increased the Total Fee to \$450,000.00; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on September 16, 2016 which increased the Total Fee to \$600,000.00 and extended the Term for one additional year to 5/17/17; and

WHEREAS, 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, GOSR seeks to extend the Term for one (1) additional year to 5/15/18; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term of the Agreement, with no increase 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 the Second Section of the Contract for Services is amended to read as follows:
"Period of Agreement: This Agreement shall commence as of December 16, 2013 and shall terminate on May 15, 2018, unless HTFC determines that the services were completed earlier or that more time is needed, in which case upon completion of the services as determined by HTFC."
2. All other terms and conditions, including appendices, attachments, exhibits, prior Amendments, 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 Third Amendment on the day and year first above written.

MSA Investigations, Inc.

By: 
Name: Stephen Heskett
Title: Director
Date: 5/16/17

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 5/17