

LEGAL SERVICES AGREEMENT

AGREEMENT made as of the 1st day of April, 2013, by and between **ANDERSON KILL & OLICK, P.C.** ("**Firm**" or "**AKO**"), with an office at 1251 Avenue of the Americas, New York, New York 10020 and the **NEW YORK STATE HOUSING TRUST FUND CORPORATION** ("**HTFC**" or "**Corporation**"), a public benefit corporation with its principal offices at 38-40 State Street, Albany, New York 12207.

WITNESSETH:

WHEREAS, on August 24, 2012, the Corporation issued a common request for proposals and statement of qualifications ("**RFP**") with the New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation (and collectively, the "**Agencies**") to establish a pre-qualified panel of outside counsels to represent HTFC and the Agencies on legal matters other than those matters relating to municipal finance matters ("**Panel**"); and

WHEREAS, on January 29, 2013, the Agencies' Governance Committees authorized contracts with law firms on their Panel pursuant to the 2012 RFP process; and

WHEREAS, HTFC wishes to enter into a contract with the Firm, relying on the Agencies' selection of law firms on the Panel, for the provision of legal services for the purchasing of certain residential homes in Staten Island, New York, as part of the State of New York's ("**State**") plan to assist victims of hurricane "**Sandy**"; and

WHEREAS, the Firm is willing to provide such professional services to the Corporation on a contract basis, including but not limited to such oral and written reports as may be requested by HTFC; and

WHEREAS, the Firm is qualified to perform such services;

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties hereto agree as follows:

1. Scope of Services.

The Firm will represent the Corporation in all real estate and related legal matters requested by the Corporation in connection with the purchase of certain homes located in Staten Island, New York (the "**Properties**"). The Properties will be identified by the Corporation and will be assigned to the Firm periodically, during the term of this Agreement. The Firm may also be requested to provide additional services to the

Corporation in connection with future dispositions of the Properties, should the Corporation so decide. To assist the Firm with the legal services provided to HTFC, the Firm will work with the Law Office of Howard M. File, Esq. P.C. ("HMF"), a local Staten Island law firm, located at 260 Christopher Lane, Staten Island, New York. All closings will take place at the Law Office of Howard M. File, Esq. P.C.

2. Compensation.

It is currently anticipated that only those services typically performed by attorneys representing buyers in single-family home sales in New York will be required, including contract review and negotiation, title report review, and closing coordination and representation (the "Work"). Upon satisfactory completion of the Work to be performed, the Corporation agrees to pay the Firm [REDACTED] each Property transaction. The Work specifically excludes litigation or other dispute resolution, clearing title and dealing with title exceptions, addressing hazardous materials or environmental issues, matters involving a short sale and negotiations with the seller's lender, property damage insurance, and governmental assistance provided by FEMA or other agencies (excluding the current assignment). In the event that the Corporation requests the Firm to provide services in addition to the Work, the Firm will provide such services on an hourly billing basis at the rates provided below or as otherwise agreed in advance by the parties:

Attorney	Firm	Hourly Rate
Thomas A. Neufeld	AKO	[REDACTED]
Robert A. Farrell, Jr.	HMF	[REDACTED]

The Firm shall not charge the Corporation for Secretarial Overtime or Night Secretary services unless such services are required and the Corporation has granted its prior approval.

In addition, the Corporation agrees to pay the actual cost of all other reasonable expenses incurred in the performance of the services noted above. Except under the circumstances described above, the Corporation shall not pay for clerical support. The Corporation will not be charged for any travel or lodging costs without their prior written consent. The Corporation will not be charged for any research expenses, costs or fees paid or incurred by the Firm with respect to third party databases or on-line services (e.g., Westlaw or Lexis/Nexis) without the prior consent of the Corporation.

Invoices for payment must be accompanied by a statement from a partner of the Firm certifying that the bill presented represents services actually performed exclusively for the Corporation. Each invoice shall include the (i) name of the identified Property (ii) specific identification of reasonable expenses for which the Firm seeks reimbursement, and (iii) total amount billed. All invoices for payment must be addressed to Accounts Payable at the Corporation.

3. Termination.

This Agreement shall take effect on the date hereof and shall remain in force for two (2) years unless terminated at will by the Corporation upon thirty (30) days prior written notice. In the event of termination by the Corporation, the Firm will be entitled to payment for services rendered (subject to the limitations set forth in Section 2 above), to the date of termination in accordance with the provisions of this Agreement.

4. Equal Opportunity Requirements and Procedures.

The Firm shall complete the Staffing Plan, PROC-1 form, attached hereto as Exhibit A. Thereafter, this information is to be submitted on a quarterly basis during the term of this Agreement to report the actual workforce utilized in the performance of this Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The quarterly Workforce Report, PROC-5 form, attached hereto as Exhibit B, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly Workforce Reports shall be submitted, in PDF format, to OFHEO1@nyshcr.org by April 10th, July 10th, October 10th, and January 10th.

The Firm shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Firm shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

5. New York State Executive Law Article 15-A

Pursuant to New York State ("NYS") Executive Law Article 15-A, the Corporation recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS certified minority-and women-owned business enterprises ("MWBEs") in the performance of the Corporation's contracts. For purposes of this Agreement, the Corporation will fulfill its MWBE participation goals by directly contracting with MWBE firms on the Agencies' prequalified panel.

6. Entire Agreement

This Agreement, Exhibits A and B, together with the Corporation's *Standard Clauses for Contracts* and *Prompt Payment Policy*, both attached hereto and made part hereof as Appendices I and II, respectively, constitute the entire agreement between the Firm and the Corporation with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in the State of New York, all as of the day and year first above written.

AGREED TO AND ACCEPTED TO:

ANDERSON KILL & OLICK, P.C.

By: 
Lawrence J. Bartelemucci, Esq.
Shareholder

Federal Employer Identification Number: 

AGREED TO AND ACCEPTED TO:

NEW YORK STATE HOUSING TRUST FUND CORPORATION

By: _____
Matthew Nelson
President, Office of Community Renewal

Approved as to Form

By: _____
Name:
Title:

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ANDERSON KILL & OLICK, P.C.

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Lawrence J. Bartelemucci, Esq.
Shareholder

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NEW YORK STATE HOUSING TRUST FUND CORPORATION

By: _____
Matthew Nelson
President, Office of Community Renewal

Approved as to Form

By: _____
Name:
Title:

EXHIBIT A
Staffing Plan

(Exhibit to follow this page)

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: HTFC Purchase Program	Report Includes: <input checked="" type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name: Anderson Kill & Olick, P.C.	Reporting Entity: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
Offeror's Address: 1251 Avenue of the Americas, New York, NY 10020	Subcontractor's name: _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Workforce by Gender		Workforce by Race/Ethnic Identification						Disabled (M) (F)	Veteran (M) (F)
	Total Work force	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators										
Professionals		2								
Technicians										
Service Maintenance Workers										
Office/Clerical										
Skilled Craft Workers			3	1		2				
Paraprofessionals										
Protective Service Workers										
Totals										

PREPARED BY (Signature): 	TELEPHONE NO.: _____	DATE: 5-10-13
NAME AND TITLE OF PREPARER (Print or Type): Lawrence J. Bartelemucci, Shareholder	EMAIL ADDRESS: _____	
SUBMIT COMPLETED WITH BID OR PROPOSAL		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

EXHIBIT B
Workforce Quarterly Report

(Exhibit to follow this page)

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.: _____

Reporting Entity:
 Contractor
 Subcontractor

Reporting Period:
 January 1, 20__ - March 31, 20__
 April 1, 20__ - June 30, 20__
 July 1, 20__ - September 30, 20__
 October 1, 20__ - December 31, 20__

Contractor's Name: _____

Contractor's Address: _____

Report includes:
 Work force to be utilized on this contract
 Contractor/Subcontractor's total work force

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Veteran								
	Total Work force	Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature): _____

TELEPHONE NO.: _____ **DATE:** _____

EMAIL ADDRESS: _____

NAME AND TITLE OF PREPARER (Print or Type): _____

Submit completed form to:
 NYS Homes & Community Renewal, Office of Fair Housing & Equal Opportunity,
 641 Lexington Ave, 5th Floor, New York, NY 10022, or OFHEO@nys.hcr.org

General Instructions: The work force utilization is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the MAWBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Contact the MAWBE Program Management Unit at (518) 474-5513 if you have any questions.
9. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**

- any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **VIETNAM ERA VETERAN**

- **GENDER**

Male or Female

ADDITIONAL ATTACHMENTS

Appendix I: Corporation's Standard Clauses For Contracts

Exhibit 1: The Prompt Payment Policy Statement of
The New York State Housing Trust Fund Corporation

Form W-9

LEGAL SERVICES AGREEMENT

AGREEMENT made as of the 7th day of November, 2013, by and between **ANDERSON KILL & OLICK, P.C.** ("Firm"), a professional corporation with an office at 1251 Avenue of the Americas, New York, New York 10020, and the **HOUSING TRUST FUND CORPORATION** ("HTFC" or the "Corporation"), a public benefit corporation with its principal offices at 38-40 State Street, Albany, New York 12207.

WITNESSETH:

WHEREAS, on August 24, 2012, the Corporation and its Affiliates (New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation) issued a request for proposals ("RFP") to establish prequalified panels of outside counsels to represent the Corporation and its Affiliates on legal matters other than those relating to municipal finance matters; and

WHEREAS, in connection with the Community Development Block Grant Disaster Recovery Program ("CDBG-DR Program") administered by HTFC, the Corporation desires to engage the Firm to provide legal services from time to time in the following legal areas: (1) real estate, land use, construction, and related lending; (2) environmental law issues, compliance and liability; (3) insurance and related liability issues; (4) negotiation of contracts, leases, etc. on behalf of the Corporation, in circumstances where specialized legal services are required; (5) advertising, copyright, trademarking and internal rights and responsibilities; (6) representation of the Corporation in any other litigation or legal proceedings that may arise; and (7) labor matters (and collectively, "Legal Services"); and

WHEREAS, the Firm is willing to provide such professional services to the Corporation on a contract basis, including but not limited to such oral and written reports as may be requested by the Corporation; and

WHEREAS, the Firm is qualified to perform such services;

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties hereto agree as follows:

1. Scope of Services.

The Firm shall provide Legal Services to the Corporation in connection with the CDBG-DR Program (a) in any of the following areas of the law: (i) real estate, land use, construction, and related lending; (ii) environmental law issues, compliance and liability; (iii) insurance and related liability issues; (iv) negotiation of contracts, leases, etc. on behalf of the Corporation, in circumstances where specialized legal

services are required; (v) advertising, copyright, trade-marking and internal rights and responsibilities; (vi) representation of the Corporation in any other litigation or legal proceedings that may arise; and (vii) labor matters; and (b) for such other related matters as the Corporation may from time to time direct.

2. Compensation.

The Corporation agrees to pay the Firm for reasonably required work performed in a satisfactory manner at the following hourly discounted rates; however, total expenditures for services provided by the Firm under this Agreement shall not exceed [REDACTED]

TITLE	FEES
For Shareholders	Up to [REDACTED] per hour or the actual hourly billing rate for shareholders (i.e., the lesser of the two)
For Attorneys	Up to [REDACTED] per hour or the actual hourly billing rate for attorneys (i.e., the lesser of the two)
For Policy Analysts	Up to [REDACTED] per hour or the actual hourly billing rate for policy analysts (i.e., the lesser of the two)

For services performed by personnel falling into the classifications above and in accordance with the fees submitted in the Firm's RFP response dated September 28, 2012, the hourly rate charged to the Corporation shall reflect a negotiated discounted rate from the standard hourly rate charged by the Firm for such services performed by each such individual identified on invoices for services performed. These hourly rates are not subject to adjustment by Firm during the two year term of this Agreement.

Prior to the commencement of work on any matter for the Corporation, the Firm shall identify in writing, for approval by the Corporation, all shareholders, attorneys and policy analysts assigned to any such matter, together with the corresponding proposed hourly rates. The Firm shall not charge the Corporation for staff overtime, secretarial overtime or night secretary services unless such services are required and the Corporation has granted its approval.

In the alternative, the Corporation and the Firm may agree on a lower rate or fixed fee for a particular matter.

In addition, the Corporation agrees to pay the actual cost of all other expenses requested by the Corporation or reasonably incurred in the performance of the Legal Services in accordance with Section 1 of this Agreement. Except under the circumstances described above, the Corporation shall not pay for clerical support. The Corporation will not be charged for any travel or lodging costs without its prior written consent. The Corporation will not be charged for any research expenses, costs or fees paid or incurred

by the Firm with respect to third party databases or on-line services (e.g., Westlaw or LexisNexis) without the prior written consent of the Corporation.

Invoices for payment must be accompanied by a statement from a shareholder of the Firm certifying that the bill presented represents services actually performed exclusively for the Corporation. Each invoice shall include a schedule, by transaction, and each schedule shall include: (a) a description of the tasks performed by each person assigned to that particular matter, identified by name and title; (b) the time each identified person devoted to each task; (c) the number of hours worked by each identified person; (d) specific identification of reasonable expenses for which the Firm seeks reimbursement; (e) the total amount billed for each particular transaction; and (f) a copy of Co-Counsel's invoice that shall include items (a) through (e) of this paragraph. All invoices for payment must be addressed to the Treasurer, at the Corporation.

3. Termination.

This Agreement shall take effect on the date hereof and shall remain in force for a one year period, unless terminated at will by the Corporation upon thirty (30) days prior written notice. In the event of termination by the Corporation, the Firm will be entitled to payment for services rendered, and actual out-of-pocket expenses incurred (subject to the limitations set forth in Section 2 above), to the date of termination in accordance with the provisions of this Agreement.

4. New York State Executive Law Article 15-A

Pursuant to New York State ("NYS") Executive Law Article 15-A, the Corporation recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS certified minority-and women-owned business enterprises ("MWBES") in the performance of the Corporation contracts. For purposes of contracts for legal services relating to the CDBG-DR Program, the Corporation will fulfill its MWBE participation goals by directly contracting with MWBE firms on the Corporation's prequalified panel.

5. Equal Opportunity Requirements and Procedures.

The Firm shall complete a Staffing Plan PROC-1 form, attached hereto as Exhibit A. Thereafter, this information is to be submitted on a quarterly basis during the term of this Agreement to report the actual workforce utilized in the performance of this Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The quarterly Workforce Report, PROC-5 form, attached hereto as Exhibit B, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly Workforce Reports shall be submitted, in PDF format, to OFHEO1@nyscher.org by April 10th, July 10th, October 10th, and January 10th.

The Firm shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Firm shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

6. Entire Agreement

This Agreement, Exhibits A, and B, together with the Corporation's Standard Clauses for Contract, attached hereto and made part hereof as Appendix I, and the Community Development Block Grant Disaster Recovery Contractual Rider, attached hereto and made part hereof as Appendix II, constitute the entire agreement between the Firm and the Corporation with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

-REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in the State of New York, all as of the day and year first above written.

AGREED TO AND ACCEPTED TO:

ANDERSON KILL, & OLICK P.C.

By: 

William G. Passannante
Vice President

Federal Employer Identification Number: 

AGREED TO AND ACCEPTED TO:

HOUSING TRUST FUND CORPORATION

By: _____
Seth Diamond
Director of Storm Recovery

This contract has been approved by the Disaster Recovery Counsel as to form and the Corporation's Treasurer as to fiscal sufficiency.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in the State of New York, all as of the day and year first above written.

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ANDERSON KILL & OLICK P.C.

By: _____
William G. Passannante
Vice President

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EXHIBIT A

Staffing Plan
(Exhibit A to follow this page)

**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**

Submit with Bid or Proposal -- Instructions on page 2

Solicitation/Program Name: *Housing Trust fund Corporation*

Report includes:
 Workforce to be utilized on this contract
 Contractor/Subcontractor's total work force

Reporting Entity:
 Contractor
 Subcontractor
 Subcontractor's name _____

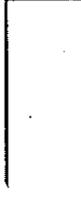
Offeror's Name: *Anderson Kim P.C.*

Offeror's Address: *1251 Avenue of the Americas
New York, NY 10020*

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Workforce by Gender		Workforce by Race/Ethnic Identification						Disabled (M) (F)	Veteran (M) (F)			
	Total Work force	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)					
											Professionals	Technicians	Service Maintenance Workers
Officials/Administrators													
Professionals	4	3	1	3	1								1
Technicians													
Service Maintenance Workers													
Office/Clerical	2		2				2						
Skilled Craft Workers													
Paraprofessionals													
Protective Service Workers													
Totals	6	3	3	3	1								1

PREPARED BY (Signature): 

TELEPHONE NO.: 

EMAIL ADDRESS: 

DATE: *12 Nov 13*

NAME AND TITLE OF PREPARER (Print or Type):
Allen R Wolff, Storeholder

SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

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1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
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- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
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 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__

Contractor's Name:	Report includes:
Contractor's Address:	<input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Work force by			
	Total Work force	Male (M)	Female (F)	Black		Hispanic		Asian		Native American (M)	Veteran (M)	Veteran (F)
				(M)	(F)	(M)	(F)	(M)	(F)			
Officials/Administrators												
Professionals												
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers												
Service Workers												
Temporary /Apprentices												
Totals												

PREPARED BY (Signature):	DATE:
TELEPHONE NO.:	
EMAIL ADDRESS:	
Submit completed form to: NYS Homes & Community Renewal, Office of Fair Housing & Equal Opportunity, 641 Lexington Ave, 5 th Floor, New York, NY 10022, or OFHEO@nys.hcr.org	

General Instructions: The work force utilization is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the MWBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
Contact the MWBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)

- has a record of such an impairment; or
- is regarded as having such an impairment.

a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

Male or Female

• **DISABLED INDIVIDUAL**

• **VIETNAM ERA VETERAN**

• **GENDER**

ADDITIONAL ATTACHMENTS

Appendix I: Corporation's Standard Clauses For Contracts

Appendix II: Community Development Block Grant-Disaster Recovery (CDBG-DR)
Contractual Rider

Andrew M. Cuomo
Governor



Darryl C. Towns
Chairperson

New York State Housing Trust Fund Corporation
Hampton Plaza
38-40 State St.
Albany, NY 12207

December 11, 2013

William Passannante, Esq.
Anderson, Kill & Olick, P.C.
1251 Avenue of the Americas
New York, New York 10020

Re: Amendment to legal services agreement dated November 7, 2013 by and between Anderson, Kill & Olick, P.C. (the "Firm") and the Housing Trust Fund Corporation (the "Corporation") in connection with the Community Development Block Grant Disaster Recovery Program ("CDBG-DR Program") (the "Amendment")

Dear Mr. Passannante:

The Corporation and the Firm entered into a legal services agreement dated November 7, 2013 for the Firm to provide certain legal services to HTFC, as directed by HTFC, in connection with the CDBG-DR Program for a period that commenced November 7, 2013 and terminates November 6, 2014, and in an amount not to exceed [REDACTED] ("Agreement"). The Corporation wishes to amend the Agreement, as permitted by section 12 of Appendix I of the Agreement, as follows:

1. By deleting in its entirety the first paragraph in Section 2 of the Agreement entitled "Compensation," and replacing it with the following paragraph:

The Corporation agrees to pay the Firm for reasonably required work performed in a satisfactory manner at the following hourly discounted rates; however, total expenditures for services provided by the Firm under this Agreement shall not exceed [REDACTED].

All other terms of the Agreement, except as amended by this Amendment, will continue in full force and effect until the termination of the Agreement.

If you are in agreement with the forgoing, please sign four original counterparts of this Amendment as indicated below. Return all four original counterparts of this Amendment, via mail, to the attention of Contract Administrator, Lisa G. Pagnozzi. The Corporation will execute the Amendment and mail you one fully executed counterpart of the Amendment for your files.

Very truly yours,

HOUSING TRUST FUND CORPORATION

By: _____


Seth Diamond
Director of Storm Recovery

AGREED TO AND ACCEPTED TO:

ANDERSON KILL & OLICK P.C.

By: _____


William G. Passannante
Vice President

This contract amendment has been approved by the Disaster Recovery Counsel as to form and the Corporation's Treasurer as to fiscal sufficiency.