

LEGAL SERVICES AGREEMENT

AGREEMENT made as of the 26th day of November, 2013, by and between **CARTER LEDYARD & MILBURN LLP** ("Firm" or "Lead Counsel"), a limited liability partnership with an office at 2 Wall Street, New York, New York 10005, 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 April 23, 2012, the New York State Urban Development Corporation doing business as the Empire State Development ("ESD") issued a request for proposals ("RFP") to establish prequalified panels of outside counsels to represent ESD, its subsidiaries and/or affiliates, from time to time, in connection with economic development projects and related activities across New York State ("State") involving various public and private sector parties; and

WHEREAS, the Corporation, a subsidiary of the New York State Housing Finance Agency ("HFA"), wishes to rely on a procurement method in HFA's Procurement and Contract Guidelines that allows HFA to enter into a contract with an eligible vendor, where the State has engaged in a competitive process to create eligible vendors for such services upon comparable terms ("Procurement Method"); and

WHEREAS, the Corporation anticipates to present to its Members for review and approval at its December 12, 2013 meeting, amended Procurement Guidelines that will include, but will not be limited to, the addition of such Procurement Method; and

WHEREAS, HTFC wishes to rely on ESD's RFP procurement process in its selection of the Firm to provide the Corporation with legal services, in connection with the Community Development Block Grant Disaster Recovery Program ("CDBG-DR Program") administered by HTFC; and

WHEREAS, the Corporation desires to engage the Firm to provide legal services from time to time in the field of environmental impact assessment, including advising the Corporation in the following legal related areas: (1) complex real estate transactions; (2) condemnation; (3) evaluation of historic resources under both the federal and State historic preservation acts; (4) litigation; and (5) for such other related matters as the Corporation may from time to time direct (and collectively, the "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, pursuant to the New York State Executive Law Article 15-A requirements relating to minority and women owned business enterprise ("MWBE") participation, the Firm is willing to subcontract with a MWBE law firm ("Co-Counsel") and a MWBE environmental consultant, each certified by the State, for the services performed under this Agreement; and

WHEREAS, the Firm is qualified to perform such Legal 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, serving as lead counsel to the Corporation, and subcontracting with Co-Counsel.

2. Compensation.

The Corporation agrees to pay the Firm for reasonably required work performed in a satisfactory manner at the lesser of the Firm's ordinary billing rate or the following fees:

TITLE	FEES
For Partners	Up to [redacted] per hour
For Senior Attorneys (fifth year and up)	Up to [redacted] per hour
For Mid-level Attorneys (third through fourth year)	Up to [redacted] per hour
For Junior Associates (passed bar exam through second year)	Up to [redacted] per hour
For Law Clerks (law student interns and first year associates until bar exam passed)	Up to [redacted] per hour
For Legal Assistants	Up to [redacted] per hour

These hourly rates are not subject to adjustment by Firm during the one 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 attorneys, junior associates, law clerks and legal assistants assigned to any such matter, together with the corresponding 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 partner 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 emailed to the Corporation in PDF format to HTF_Finance_Unit@nysher.org (please note underscores between HTF and Finance, and between Finance and Unit).

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 Executive Law Article 15-A, the Corporation recognizes its obligation under the law to promote opportunities for maximum feasible participation of State certified MWBEs in the performance of the Corporation's contracts. For purposes of this Agreement, the Corporation hereby establishes an overall goal of 25% for MWBE participation. The Firm agrees to sub-contact with a State certified MWBE law firm to serve as Co-Counsel for the Legal Services described in Section 1 of this Agreement. The Firm also agrees to subcontract with a State certified MWBE environmental consultant ("Consultant") in connection with the Legal Services described in Section 1 of this Agreement. Lead Counsel agrees to (i) assign substantive work to Co-Counsel and Consultant, (ii) monitor expenditures under this Agreement, ensuring that 20% of annual expenditures for Legal Services and 5% of annual expenditures for Consultant services performed under this Agreement will be billed by Co-Counsel and Consultant to Lead Counsel for services performed exclusively for the Corporation. The

Firm shall complete the MWBE Utilization Form, PROC-2, attached hereto as Exhibit A. Thereafter, the Firm is required to submit a MWBE Compliance Report, PROC-6 form, on a quarterly basis during the term of this Agreement, documenting the progress made towards achievement of the MWBE goal in this Agreement. The quarterly MWBE Compliance Report, PROC-6 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 MWBE Compliance Reports shall be submitted, in PDF format, to OFHEO1@nysher.org by April 10th, July 10th, October 10th, and January 10th. The Firm shall comply with the provisions of the Corporation's Participation by Minority Group Members and Women Requirements and Procedures for Contracts, attached hereto and incorporated herein as Appendix II.

5. Equal Opportunity Requirements and Procedures.

The Firm shall complete a Staffing Plan PROC-1 form, attached hereto as Exhibit C. 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 D, 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@nysher.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, B, C and D, together with the Corporation's Standard Clauses for Contract, attached hereto and made part hereof as Appendix I, Appendix II, and the Community Development Block Grant Disaster Recovery Contractual Rider, attached hereto and made part hereof as Appendix III, 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:

CARTER LEDYARD & MILBURN LLP


By: 

Christine Fazio
Partner

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.

EXHIBIT A

**MWBE Utilization Form
(Exhibit A to follow this page)**

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: Carter Ledyard & Milburn LLP
 Address: 2 Wall Street
 City, State, Zip Code: New York, NY 10005
 Region/Location of Work: _____
 Federal Identification Number: _____
 Solicitation Number: N/A
 Telephone Number: _____
 M/WBE Goals in the Contract: MBE % _____ WBE % 20% MWBE

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. Younkins & Schecter LLP 420 Lexington Ave., Ste. 2050 New York, NY 10170	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	_____	Real Estate & Construction as requested by HTFC	TBD
B. Jean Warshaw 450 East 78th St., Floor 2 New York, NY 10075	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	_____	Environmental as requested by HTFC	TBD

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY: Christine A. Fazio
 NAME AND TITLE OF PREPARER (Print or Type): Christine A. Fazio, Partner

Signature: _____
 Authorized Signature

DATE: November 26, 2013
 TELEPHONE NO: _____
 EMAIL ADDRESS: _____

UTILIZATION PLAN APPROVED: YES NO Date: _____
 Contract No: _____
 Contract Award Date: _____
 Estimated Date of Completion: _____
 Amount Obligated Under the Contract: _____

NOTICE OF DEFICIENCY ISSUED: YES NO
 Date: _____
 NOTICE OF ACCEPTANCE ISSUED: YES NO
 Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

PLEASE SEE PAGE 2

EXHIBIT B

**Quarterly MWBE Compliance Report
(Exhibit B to follow this page)**

Failure to submit this form will result in non-compliance

Is this a final report? Check one.
 Yes No

M/WBE Quarterly Report
 of

NYS AGENCY/AGENCIES Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown are in compliance with contract documents for the above reference project.

Contractor's Name and Address		Federal ID#	Goals/Dollar Amount		Contract Type:			
			MBE % = \$ _____	Paid to Contractor this Quarter:				
			WBE % = \$ _____	Total Paid to Contractor to Date:				
		Project Completion Date	Work Location	Reporting Period:				
				<input type="checkbox"/> 1 st Quarter (4/1-6/30)	<input type="checkbox"/> 3 rd Quarter (10/1-12/31)			
				<input type="checkbox"/> 2 nd Quarter (7/1-9/30)	<input type="checkbox"/> 4 th Quarter (1/1-3/31)			
M/WBE Subcontractor/Vendor	Product Code*	Work Status this Report	Total Subcontractor Contract Amount	Payments this Quarter		Previous Payments	Total Payments Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE
Name:		<input type="checkbox"/> Active						
Fed ID#:		<input type="checkbox"/> Inactive						
		<input type="checkbox"/> Complete						
Name:		<input type="checkbox"/> Active						
Fed ID#:		<input type="checkbox"/> Inactive						
		<input type="checkbox"/> Complete						
Name:		<input type="checkbox"/> Active						
Fed ID#:		<input type="checkbox"/> Inactive						
		<input type="checkbox"/> Complete						
Total:								

*See Next Page for Product Codes

Date: _____ Name: _____

Title: _____

Signature: _____

**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**

Submit with Bid or Proposal - Instructions on page 2

Solicitation/Program Name: _____

Offeror's Name: Legal Services

Offeror's Address: Carter Ledgard & Milbourn LLP
2 Wall Street, New York NY 10005

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

Reporting Entity:
 Contractor
 Subcontractor
 Subcontractor's name _____

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

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total 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	1		1				1											
Professionals	53	24	29	22	22	0	1	1	1	1	5	0	0					
Technicians																		
Service Maintenance Workers	2	1	1				1	1										
Office/Clerical	80	25	55	5	37	10	7	6	8	4	3	0	0					
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals	136	50	86	27	59	10	10	8	9	5	8	0	0	0	0	0	0	0

PREPARED BY (Signature): [Redacted]

TELEPHONE NO. _____

NAME AND TITLE OF PREPARER (Print or Type): Christine Ford, Director

EMAIL ADDRESS _____

DATE: 11/26/13

SUBMIT COMPLETED WITH BID OR PROPOSAL

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