

Law Office of Eli D. Eilbott*

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March 16, 2023

Via email to: rjwalsh@longbeachny.gov

Mr. Ronald J. Walsh
Acting City Manager
1 West Chester Street
Long Beach, NY 11561

Re: Legal Services Agreement

Dear Mr. Walsh:

This follows up our discussion on Monday, March 13, regarding the potential for me to provide legal services to the City of Long Beach, New York (the City) with respect to Equinor's "Empire Wind 2" project. This letter, along with the attachment, constitute the proposed Legal Services Agreement (Agreement) between my law firm (the Firm) and the City.

The purpose of this Agreement is to provide the contractual arrangement under which my Firm will provide legal services to the City. To ensure that we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which I practice, I have enclosed a document entitled "Standard Terms of Engagement for Legal Services" (Standard Terms).

The Standard Terms, which govern my Firm's legal services to the City, cover matters such as my procedures for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review that document carefully to ensure that its terms and conditions are acceptable to you. The Standard Terms are hereby incorporated into and made a binding part of this Agreement.

I will perform and have responsibility for all services the Firm provides to the City under this Agreement. My Firm consists of my solo law practice and, as such, I will be the only attorney providing legal services to the City under this Agreement.

As explained more fully in the Standard Terms, I will determine my Firm's legal fees based on the hourly billing rate in effect when the work is performed and the amount of time I actually spend on such work on the City's behalf. I proposed the following hourly billing rate

**Admitted to DC and NY Bars. Not admitted in Virginia.*

for my provision of legal services to the City: \$400.00. This rate will remain in effect for at least one year following the City's execution of this Agreement. In addition to my Firm's fees for legal services, I also charge separately for certain out-of-pocket costs and expenses, without any mark-up, as described in the enclosed Standard Terms.

These terms and conditions will apply to any future work my Firm undertakes for the City, unless I send you a new legal services agreement reflecting different terms and conditions and you (or your authorized representative) agree in writing to such different terms and conditions.

If these terms and conditions, including those in the Standard Terms, meet with your approval, then please have the appropriate City official sign and return this Agreement to my attention at the above address. Emailing a signed copy of the Agreement to me would be fine.

Please feel free to call me should you have any questions about these terms. I certainly am looking forward to working with you and your staff on the Empire Wind 2 project.

Sincerely,

/s/ Eli D. Eilbott

Eli D. Eilbott

Enclosure: Standard Terms of Engagement

The foregoing terms and conditions in the Legal Services Agreement dated March 16, 2023, as well as those set forth in the accompanying Standard Terms of Engagement for Legal Services, are hereby agreed to and accepted by the following authorized representative of the City of Long Beach, New York:

Signature

Date

Ronald J. Walsh, Jr.
Printed Name

Acting City Manager
Title

4/5/2023

LAW OFFICE OF ELI D. EILBOTT

Standard Terms of Engagement for Legal Services

I sincerely appreciate your selection of Law Office of Eli D. Eilbott (the Firm) to represent you. The purpose of this document is to provide you with important information about the scope of this engagement, my fees and billing policies, and other terms that will govern our attorney-client relationship. It has been my experience that this statement is helpful to both the client and the Firm as a way of clarifying our relationship. **These standard terms apply to my representation of the City of Long Beach, New York (the Client).** The Client will be solely responsible for compensating the Firm for its fees, costs and expenses incurred in representing and otherwise working for the Client.

Except where modified or supplemented by the accompanying Legal Services Agreement dated March 16, 2023, this document sets forth the standard terms of our engagement as your lawyer. I therefore ask that you carefully review it to ensure that you understand and agree to our respective responsibilities. If you have any questions concerning the matters discussed below, please contact me promptly so that I may address them with you. I recommend that you retain a copy of this statement with your signed copy of the accompanying Legal Services Agreement, as these terms will be an integral part of my agreement with the Client.

Scope of Engagement; Conflicts of Interest

The accompanying Legal Services Agreement describes the work the Firm will perform on your behalf. I want you to have a clear understanding of the legal services that I will provide, and encourage you to review that Agreement and to discuss with me any questions you may have concerning these services.

I will at all times act on your behalf to the best of my ability. The Firm provides personal attention to each client's needs and maintains a flexible approach to achieving desired results in the most cost-effective manner. During the course of our representation, you may seek my professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on my part concerning such possible outcomes are expressions of my best professional judgment, but are not guarantees.

I continually evaluate whether there are any conflicts of interest that would interfere with my representation of a client's interests. Should I determine in the course of our representation that a conflict has arisen, I will promptly notify you. I similarly ask you to notify me promptly if you become aware of any potential conflicts of interest. If such circumstances arise, I will provide the Client with my candid, good-faith opinion whether the conflict can be avoided, mitigated, or otherwise addressed in a manner that satisfies the Client. If either you or I conclude that my representation should or must be terminated, I will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

Who Will Provide the Legal Services

All legal services provided to the Client under this Agreement will be performed by Eli D. Eilbott, who is the owner of and sole lawyer at the Firm.

How Fees Will Be Set

As noted in the accompanying Legal Services Agreement, the Firm will charge Client the hourly rate of \$400.00 based on actual time Mr. Eilbott spends on Client's behalf. That hourly rate will remain in effect until such time that both the Client and the Firm agree in writing to a different rate. Time for which Client will be charged will include, but is not limited to, the following services: telephonic, in-person and video conferences or negotiations with representatives of one or more governmental agencies or adverse parties, if any; telephone, in-person and video meetings with Client, witnesses, consultants, court personnel and others; factual investigations; legal research; preparation of responses to Client's requests for the Firm to provide information to Client's auditor(s); drafting of correspondence, pleadings, applications, motions, discovery-related materials, responses, briefs, memoranda and other documents; and time in depositions, other discovery proceedings and in court. The Firm charges attorney time in units of one tenth (0.1) of an hour.

Costs and Expenses

The Firm will submit monthly itemized bills, which are due upon receipt, for professional legal service fees at the above rate, and reimbursable expenses which may include, but are not limited to the following: travel expenses, long-distance telephone charges, online legal research, postage and delivery costs, filing fees, transcript costs and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the prior approval of the Client.

The Firm reserves the right to make (at the Client's expense), and retain, copies of all documents generated or received by us in the course of our representation. When the Client requests documents from us, copies that we generate shall also be made at your expense, including both professional fees for time expended in reviewing files to be copied and reproduction costs.

Billing Arrangements and Terms of Payment

The Firm will bill you on a monthly basis for fees, costs and expenses. Our invoices are payable in full by the Client upon receipt, but in no event later than 30 days after the invoice date. Payment may be made either by check or electronic payment. If electronic payment is selected, we request that you notify the Firm in order for us to provide the bank details necessary for electronic payment. To ensure that your payment is promptly credited to your account, the Firm requests that the Client notify the Firm the date each electronic payment is made.

We will notify you if your account becomes delinquent, and you agree to remit payment immediately for the total amount due when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account.

If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Please be advised that the Firm will impose a service charge, at the rate of 1.5% per month (i.e., an annual percentage rate of eighteen percent (18%)), on unpaid amounts that have been delinquent for thirty (30) days or longer. This service charge will be added to any balance due on the date of the next billing, and any payments made by you on this balance due will first be credited to any accrued service charges, then to the oldest outstanding principal balance.

Termination of Representation

Upon our notification, Client may terminate our representation at any time, with or without cause. As a result of such termination, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs; misrepresentation of, or failure to disclose, material facts; action contrary to our advice; conflict of interest with another client; or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the Legal Service Agreement accompanying this statement constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

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