

September 10, 2019

Robert Agostisi, Acting City Manager
Corporation Counsel
City of Long Beach
1 Chester Street
Long Beach, New York 11561

HARRIS BEACH PLLC
ATTORNEYS AT LAW

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KEITH M. CORBETT, Esq.

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Re: City Redevelopment Project

Dear Mr. Agostisi:

This letter summarizes the proposed terms of Harris Beach PLLC's ("we", "us", "our" or the "Firm") representation of the City of Long Beach ("you", "your", or the "Client") including the scope of services the Firm will provide pursuant to this engagement and the agreed-upon fee and billing arrangements.

Scope of Engagement

The Firm will provide legal services to the Client concerning general economic development and municipal matters including, but not limited to: the Redevelopment of the City of Long Beach, inclusive of the City Hall Property in conjunction with the Long Island Rail Road property and parking structure and the adjoining parcels currently containing a Stop and Shop commercial plaza; the assemblage of such parcels at or near the City Hall Property, the Long Island Rail Road property and parking structure and the adjoining lots currently containing the Stop and Shop commercial plaza; the development and implementation of a potential Master Plan; the revitalization of the City of Long Beach; potential condemnation of affected parcels; zoning designations and analyses; negotiations with the designated master developer(s) in reference to the City Redevelopment and any related coordination with federal, state and local authorities (the "Project"). The Firm will represent Client to the best of its ability, but does not guarantee any particular result.

Should you request our assistance with respect to another matter, the scope of that engagement, the services we will provide, and any other relevant information will be the subject of a separate written acknowledgment (which may be communicated by email) by the Firm and the Client that relates specifically to such other matter, but which may incorporate the other terms of this letter of engagement by reference.

Firm Personnel; Principal Contact.

Keith M. Corbett, Esq., will be responsible for the supervision of the Matter, but the Client is engaging the Firm as a whole and not any individual attorney. Mr. Corbett can be reached at (516)880-8484 or kecorbett@harrisbeach.com. As necessary or appropriate, we will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter.

Fee Arrangement.

The Firm's fee is based upon the time spent by the attorneys and legal professionals who work on the matter. The blended hourly rate shall be \$450.00 with a thirty-nine percent (39%) courtesy discount for amounts paid directly by the City, resulting in the discounted rate charged to the City to be \$275.00 per hour. I anticipate that with this Project there will be a commencement period during which the City will bear the costs of the transaction and a point thereafter where a designated master developer will be chosen who would commit to pay reasonable fees of the City, including the Firm's legal fees. As stated, the thirty-nine percent (39%) discount will be applied only to billings rendered to the City and paid for by the City directly. The full hourly rate quoted herein shall be borne by the master developer(s) pursuant to a subsequent agreement. Billing is performed on an hourly basis, and billing statements are rendered on a monthly or quarterly basis. The City may receive a supplemental bill for disbursements posted to our system after a billing statement has been rendered. Upon termination of the Firm's services the Firm will submit a bill which will be due at that time. In the event a dispute arises between the Client and the Firm regarding our fees, you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Charges

In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of our legal services. The Client is also responsible for payment of any expenses and disbursements incurred by the Firm on the Client's behalf (i.e., transcription fees, filing fees, expert witness fees, etc.), which will be billed to the Client with our invoice. Based on the nature of the expense, the Firm may also request that the Client pay or advance the fee directly to the person/entity requesting/charging the same. The Client shall be responsible for paying the cost associated with any necessary expert witnesses (i.e., real estate appraiser, architect, engineer, traffic engineer, etc.). Any expert shall be retained solely with the Client's express written permission and the Firm agrees to promptly notify the Client of any other significant expense that is incurred in connection with the Matter.

Billing Cycle and Retainer.

The Firm generally requires the deposit of a retainer for legal services against which we bill and collect our fees and disbursements. The Firm has agreed to waive the requirement of a retainer payment, at this time. It is expressly understood by the Client that the Firm will be under no obligation to commence legal services unless and until the Client pays to the Firm the retainer payment set forth in this paragraph. The retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Matter. A statement of fees for legal services and other charges billed and collected against the retainer will be provided quarterly. If the Matter is concluded and the amount billed by the Firm is less than the retainer, then the unearned portion of the retainer will be returned to you. If the fees and disbursements exceed the retainer, prompt payment of the additional amount required is expected.

Termination of Engagement.

Either party may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve the Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After our completion of legal services to the Client, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments, whether relating to the Matter or otherwise. In the course of representation of the Client in the Matter, we may on occasion express an opinion as to the possible outcome of some legal matters. While such an opinion reflects the Firm's experience and understanding of the Matter, we cannot guarantee any outcome.

Conclusion of Representation; Disposition of Client Documents.

Unless previously terminated, our representation with respect to the Matter will terminate upon the Firm sending to the Client a final statement for services rendered in this Matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the Firm will return the Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within ninety (90) days following such termination, you agree and understand that any materials left with the Firm after the engagement ends may be retained or destroyed at our discretion. You should understand that "materials" include paper files, as well as information in other storage media, including voicemail, email, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at our expense, copies of all documents generated or received by us in the course of our representation. The Firm's files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will

retain all remaining documents for a certain period of time, but reserve the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Client Responsibilities.

In order for the Firm to provide the Client with quality legal representation, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation, as well as any updates or changes to the Client's contact information. Please bear in mind that if the Firm does not obtain such cooperation and information, the quality of our representation may suffer and your cost of receiving services may increase (due to additional time required on the Matter). We will, of necessity, be relying on the completeness and accuracy of the information you provide to us when performing our services on your behalf. The Firm requires that payment of its statements for services and expenses are kept current as a condition to our continued representation.

Permitted Methods of Communication.

Our clients place a high value on their ability to communicate with the Firm's attorneys as promptly as possible. Accordingly, in performing our services, we may make use of cellular telephones, facsimile machines, email, and so-called "smart phones" or personal digital assistants unless you direct us otherwise in writing. Nearly all of our clients elect for the convenience and speed of communication that can be achieved with these and other similar technologies over the risk that the communications may not be completely secure. We will of course take reasonable steps to help assure your communications using these methods remain confidential, but the Firm will not be responsible for disclosures of the Client's confidential information occurring from the use of such communication technologies. Please advise the Firm in writing as to any particular form of communication technology you prefer that we not use in our communications with you.

Possible Conflicts.

The Firm represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. The Client agrees that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for the Client even if the interests of such clients in those other matters are directly adverse. Should such a situation arise, the Firm will employ appropriate screening mechanisms. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. For the purpose of determining whether a conflict of interest exists, it is only the Client that we represent, and not its affiliates. The Client agrees not to give us any confidential information regarding its affiliates unless they have separately engaged the firm to perform services on their behalf. While we recognize that to act adversely to any affiliate could jeopardize a long-term

relationship with the Client, which the Firm does not wish to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any affiliate that is not itself a client without obtaining any consent from you or your affiliates.

Although unlikely, it may be necessary in the course of our representation for the Firm's lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's risk management committee or other lawyers in doing so. To the extent we are addressing our duties, obligations, or responsibilities to the client in those consultations; it is possible that a conflict of interest might be deemed to exist as between our lawyers or Firm and you. As a condition of this engagement, you consent to any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the Firm's attorney-client privilege and that you will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep the Client informed of material developments in our representation of you, including any conclusions arising out of such consultations to the extent that they affect your interests.

We look forward to working with you and appreciate the opportunity to represent the City of Long Beach in this matter. If this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter to our office. We thank you for the opportunity to be of service to the City of Long Beach.

Please contact me directly with any questions regarding this letter.

Sincerely,

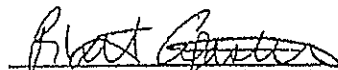
HARRIS BEACH PLLC

By: 

Keith M. Corbett, Esq.

City of Long Beach

Agreed and Accepted this 11
day of September 2019


Robert Agostini, Acting City Manager
Corporation Counsel

February 21, 2012

Item No. 5
Resolution No. 33/12

The following Resolution was moved by Mr. Torres
and seconded by Mr. Mandel :

Resolution Authorizing the City Manager to Enter into a Contract for Consulting Services to Begin the Process to Effectuate the Formation of a Local Development Corporation for the Purpose of Recruiting and Supporting Local Businesses, Facilitating Economic Development and Bettering Job Opportunities in the City of Long Beach.

WHEREAS, the City of Long Beach desires to retain the services of Harris Beach PLLC, 333 Earle Ovington Blvd., Uniondale, New York 11553 for the purposes of the formation, creation, organization and administration of a local development corporation and related public finance and economic development services; and

WHEREAS, the Not-For-Profit Corporation Law of the State of New York (the "LDC Act") authorizes the establishment of not-for-profit local development corporations operated exclusively for charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the community or area or by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest, and

WHEREAS, said firm will provide consultation, assistance and legal advice, in connection with the formation, creation, organization and administration of a local development corporation and related public finance and economic development services. Said services will include, but are not limited to, the drafting and filing of a Certificate of Incorporation; drafting of by-laws, basic policies, and forms of organizational resolutions and materials for consideration and approval by the initial directors of the local development corporation.

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and is hereby authorized to retain the firm of Harris Beach PLLC, 333 Earle Ovington Blvd., Uniondale, New York 11553; and be it further

RESOLVED, that the City Manager is authorized to begin the process to effectuate the formation, creation, organization and administration of a local development corporation; inclusive of, but not limited to, the execution of all documents necessary to form, create, organize and administer a local development corporation; and be it further

RESOLVED, that the formal adoption of the local development corporation shall be subject to public comment, review and a resolution of the City Council.

February 21, 2012

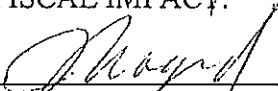
Page 2
Item No. 5
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APPROVED:



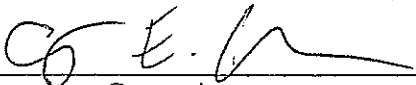
City Manager

APPROVED AS TO AVAILABLE FUNDS/
FISCAL IMPACT:



City Comptroller

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

VOTING:

Council Member Fagen	-	ABSENT
Council Member Mandel	-	AYE
Council Member McLaughlin	-	ABSENT
Council Member Torres	-	AYE
President Adelson	-	AYE