

LAW OFFICES OF
SCOTT STONE PLLC

SCOTT STONE*

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VERONICA SYMPSON KRENDEL**
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LISA MILLER
OFFICE MANAGER

December 17, 2010

108 FOREST AVENUE,
LOCUST VALLEY, NEW YORK 11560
BY APPOINTMENT ONLY

Sal Lombardi
Controller
City of Glen Cove
City Hall
9 Glen Street
Glen Cove New York 11542

Re: Agreement for Attorney's Services

Dear Mr. Lombardi:

This letter confirms the engagement of Scott Stone, Esq. ("the Attorney") and his law firm, the Law Offices of Scott Stone PLLC ("the Firm"), by the City of Glen Cove (the "Client") for the performance of legal services.

1. **Description of the Scope of Services to Be Performed.** The Attorney and Firm will provide the following legal services (the "Services") to Client: legal advice, consultation and representation with respect to tax certiorari matters and such additional services as may be authorized by you from time to time.

It is understood that our services shall include telephone conferences, negotiations, research, preparation for and attendance at any conferences, depositions, hearings and trials regarding these matters.

2. **Fees for Service.** The Firm's fees for legal services performed by its attorneys and legal assistants ("Fees") will be based principally on the amount of time devoted, multiplied by each individual's then current hourly billing rate. My hourly rate for this matter is \$200.00. The hourly rate for legal assistants working on this matter is \$40.00. Hourly rates may be adjusted by the Firm from time to time, however, said rate will not be adjusted for at least one year from the date of this retainer agreement and will only be instituted after reasonable notice to the Client.

3. **Reimbursement of Expenses.** The Client will reimburse the Firm for all out-of-pocket expenses ("Expenses") which the Firm incurs in the course of performing the Services such as express mail, process service fees and filings. The service providers to submit certain charges directly to clients or will send invoices for certain charges directly to clients. In either case, the Client agrees to pay these charges by the due date established by the provider.

4. **Billing Practices and Frequency.** The Firm expects that its bills will be paid upon presentment and in accordance with the Client's standard practices as a municipality. The Firm may send you bills or statements monthly, or more or less frequently in its discretion, for the Fees and Expenses with respect to each of the matters we are handling on your behalf.

5. **Firm's Rights in Event of Non-Payment of Statements for Fees and Exchanges.** Should payment of our statement not be promptly paid, the Firm shall have the right to terminate its Services and to withdraw from further representation of you with respect to any or all of the matters we are handling for you. If the Firm does so, it shall give you reasonable notice of its decision, shall assist you insofar as possible in locating successor counsel, and shall cooperate with you and with such counsel in transferring files and responsibility for your representation. If fees are not paid the Firm reserves the right to assert retaining liens with respect to the files and/or charging liens with respect to any recovery.

6. **Termination of Services.** The Client may terminate the Firm's representation at any time and for any reason, but will pay fees earned and expenses incurred by the Firm before the effective date of termination. The Firm also has the right to terminate its representation of the Client subject to its professional obligations and responsibilities.

7. **Cooperation with Counsel.** You agree to cooperate with the Firm so that we can perform the Services effectively. In particular, you agree to provide us with any relevant records or documents which we may request, to be available on reasonable notice for consultation, and appearances as maybe necessary, to keep us advised of any changes of address or extended absences so that we may communicate readily with you, to provide witnesses at depositions, hearings and trials and to otherwise to assist us as we may request.

8. **Fee Disputes.** Part 137 of the Rules of the Chief Administrator of the Courts provides a Fee Dispute Resolution Program for the informal and expeditious resolution of fee disputes in certain types of matters between attorneys and clients through arbitration and mediation.

In the event of a fee dispute between the Firm and the Client, whether or not the Firm has already received some or all of the fee in dispute, the Client may seek to resolve the dispute by arbitration pursuant to Part 137 unless the matter is one for which the program does not apply. Generally, if there is a fee dispute between the Client and the Firm with respect to a fee which is between \$1,000 and \$50,000, and Client so desires, the fee dispute will be resolved through arbitration if initiated by the Client. Arbitration of fee disputes are permitted at the attorney's request if the Client agrees. The Firm's participation in arbitration is mandatory if requested by the Client in a matter for which the Fee Dispute Resolution Program applies.

9. **Conflict of Interest.** Legal conflicts of interest have become an increasingly difficult problem for law firms and their clients. It is our ethical obligation to advise you in the event we become involved in an engagement which is directly adverse to you. Currently, we do not believe that a conflict exists which would preclude the Firm's representation of you in these matters. We will make every effort, however, to identify any conflict situations promptly should they arise and will establish appropriate mechanisms to safeguard your interest in that unlikely event.

However, conflicts of interest are at times extremely difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. This is particularly true as law firms, as well as their clients, merge or consolidate. Therefore, we are undertaking this representation with the understanding that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that this agreement shall not apply in any instance where as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used in any such other matter by such client to your material disadvantage.

It is understood that in the past, the Firm has represented clients against the City of Glen Cove. It is agreed that any remaining pending cases will be assigned to legal counsel that has no professional relationship to the Firm. The Firm will no longer represent any client against the City of Glen Cove, whether it be a tax certiorari matter or other legal matter.

10. **Means of Communication.** This Firm uses facsimile transmissions, e-mail, cellular and other mobile communications devices. These methods of communication are not guaranteed to be secure. If you wish that a particular communication be conducted in a more secure format, you will give us prior notice and make appropriate arrangements.

11. **Applicable Law.** In the event of any dispute regarding this agreement or the Firm's representation of you in this matter, New York law will apply.

If you have any questions about the terms of our agreement as set forth in this letter, please call me to discuss them. You have the right to consult another attorney to advise you concerning your agreement with us, and we encourage you to do so if you think that would be helpful to you.

After you have reviewed this letter and satisfied yourself that you understand its provisions please confirm your agreement to its terms by signing the enclosed copy of this letter at the place provided.

Page 4

Thank you for the opportunity to represent you. We appreciate your confidence in selecting our Firm as counsel and look forward to working with you.

Very truly yours,


Scott Stone

Terms Agreed and Accepted

City of Glen Cove

By: 