

**Lansing**

313 S. Washington Square  
Lansing MI 48933

**Detroit**

333 W. Fort Street – Suite 1400  
Detroit MI 48226

Walter S. Foster  
1878-1961  
Richard B. Foster  
1908-1996  
Theodore W. Swift  
1928-2000  
John L. Collins  
1926-2001

Webb A. Smith  
Scott A. Storey  
Charles A. Janssen  
Charles E. Barbieri  
Scott L. Mandel  
Michael D. Sanders  
Brent A. Titus  
Brian G. Goodenough

Matt G. Hrebec  
Deanna Swisher  
Thomas R. Meagher  
Douglas A. Mielock  
Scott A. Chernich  
Paul J. Millenbach  
Dirk H. Beckwith  
Brian J. Renaud  
Lynwood P. VandenBosch  
Lawrence Korolewicz  
James B. Doezema  
Anne M. Seuryneck  
Michael D. Homier  
Scott H. Hogan  
Richard C. Kraus  
Benjamin J. Price  
Michael R. Blum

**Southfield**

28411 Northwestern Highway – Suite 500  
Southfield MI 48034

**Holland**

151 Central Avenue – Suite 260  
Holland MI 49423

Jonathan J. David  
Andrew C. Vredenburg  
Julie I. Fershtman  
Todd W. Hoppe  
Jennifer B. Van Regenmorter  
Thomas R. TerMaat  
Frederick D. Dilley  
David R. Russell  
Joel C. Farrar  
Laura J. Genovich  
Karl W. Butterer, Jr.  
Mindi M. Johnson  
Ray H. Littleton, II  
Jack L. Van Coevering  
Anna K. Gibson  
Patricia J. Scott  
Nicholas M. Oertel

Alicia W. Birach  
Adam A. Fadly  
Michael J. Liddane  
Ryan E. Lamb  
Clifford L. Hammond  
Matthew S. Fedor  
Andrea Badalucco  
John W. Mashni  
Stefania Gismondi  
Leslie A. Abdo  
Julie L. Hamlet  
Michael C. Zahrt  
Gilbert M. Frimet  
Stephen W. Smith  
Mark T. Koerner  
Warren H. Krueger, III  
Sarah J. Gabis

Amanda Afton Martin  
Steven J. Tjapkes  
Jacquelyn A. Dupler  
Daniel S. Zick  
Scott R. Forbush  
Taylor A. Gast  
Rachel G. Olney  
Tyler J. Olney  
Mark J. DeLuca  
Thomas K. Dillon  
Robert A. Easterly  
Robert A. Hamor  
Michael A. Cassar  
Hilary J. McDaniel Stafford  
Emily R. Wisniewski  
Amanda J. Dernovshek  
Lydia H. Kessler

**Grand Rapids**

1700 E. Beltline NE – Suite 200  
Grand Rapids MI 49525

**St. Joseph**

800 Ship Street – Suite 105  
St. Joseph MI 49085

Brandon M. H. Schumacher  
Alexander J. Thibodeau  
Cody A. Mott  
Alaina M. Nelson  
Caroline N. Renner  
Joseph B. Gale  
Sydney T. Steele  
DeVaughn J. Swanson  
Kaitlyn E. Manley  
Kathrine A. Ruttkofsky  
Anthony M. Dalimonte  
Jim W. Scales  
Mariah M. Silverstein  
Benjamin C. Dilley

**Writer's Direct Phone:** 616.726.2240

**Fax:** 517.367.7196

**Reply To:** Grand Rapids

**Email:** ASeuryneck@fosterswift.com

Date:

\_\_ (Library Name) \_\_\_\_\_

\_\_ (Library Address) \_\_\_\_\_

Dear: \_\_ (Library Director's Name) \_\_:

Re: \_\_\_\_\_ Library

We are delighted that the \_\_\_\_\_ (“Library”) has selected us as your legal counsel and look forward to further demonstrating to you our ability to meet your legal needs. We look forward to doing what we can to help you meet the needs of your patrons. **For 2022, we understand that the Mid-Michigan Library League will pay for one hours’ time for legal work for the Library.** However, we still need to enter into an engagement in order to do legal work for the Library.

In establishing any new client relationship, one of the things our firm requires of me is an “engagement letter.” This engagement letter confirms our representation of the Library. It serves as an agreement about the nature and scope of our relationship. Our representation will officially commence and we will serve as the Library’s counsel when you return a copy of this letter signed by the Library.

The firm is dedicated to the highest ethical standards. Thus, we want to assure you that although we do not believe that the interests of the Library are directly adverse to interests of another client of the firm, if such circumstances were to arise, the firm could withdraw from representing the Library. The firm also

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may represent existing or new clients in any matter that is not substantially related to our work for the Library.

We also want to confirm that we will hold strictly confidential all sensitive or proprietary information you give us during the course of our dealings. We will not reveal your confidences or secrets without your consent. If the firm, through its representation of the Library, obtains confidential information that conceivably could be used by another client to the Library's material disadvantage, we may withdraw from representing the Library or that other client in order to avoid a conflict of interest.

Our responsibility in representing the Library is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling the matters you may assign to us. In turn, we will need your full and timely cooperation. This will likely include providing us with written materials relating to the matters you assign to us.

The firm and I will pursue matters on the Library's behalf conscientiously and without delay, but with regard for the firm's workload and the nature of the legal system. Nevertheless, it is our practice to promptly return your calls and to be available when you need us and to keep you reasonably informed about the status of all matters. I welcome requests for information at any time.

We hope to establish a mutually rewarding and enduring relationship as the Library's legal counsel and I hope that, in the end, you will be pleased with our service. Nevertheless, you are free to terminate our services at any time by written notice to us to that effect. If the Library terminates our representation, the firm will return to the Library any original materials in the firm's files that belong to the Library. The firm will dispose of its files (including the firm's work product) related to Library matters as it sees fit. We may also terminate our services to the Library, by written notice to you to that effect, in the unlikely event that you unreasonably fail to cooperate with us, you fail to pay our monthly statements in a timely manner, or if we determine that our continued representation of you would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical. Clearly, we do not expect any of that to be the case.

As previously stated, with the exception of the specialized services of employee benefits and bond work, our rates for the Library for all attorneys would be capped at \$225.00 per hour. Employee benefit work is capped at \$250.00 per hour. These rates will be effective through December 31, 2022. After 2022, there will be a yearly hourly rate increase of not more than 5% unless otherwise agreed to by the Library and the firm. The rates for bond work, if necessary, will be discussed with the Library at the time such work is required; the Library will obviously have the opportunity to discuss and agree to any bond related fees. For certain matters, fees will be billed on a flat fee basis as agreed to between the firm and the Library. We would be happy to provide an estimate for any specific project. We do not charge clients separate fees for secretarial or word processing costs, overtime, or other basic overhead costs.

Date:  
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This letter is intended to govern legal services that you may request in the future, unless we mutually agree in writing to a different arrangement with respect to future matters. To the extent we can help the Library in any way, we are happy to do so.

Should you have any questions about this letter, please do not hesitate to call me. If you agree with the above, please sign the enclosed copy and return it so we can officially begin to represent the Library's interests.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Anne M. Seuryneck

AGREED:

\_\_\_\_\_ LIBRARY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_