

## 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 - *Retired*

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

## Southfield

28411 Northwestern Highway – Suite 500  
Southfield MI 48034

## Holland

151 Central Avenue – Suite 260  
Holland MI 49423

Richard C. Kraus  
Benjamin J. Price  
Michael R. Blum  
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  
Nicholas M. Oertel  
Alicia W. Bircher  
Adam A. Fadly  
Michael J. Liddane  
Ryan E. Lamb  
Clifford L. Hammond  
Matthew S. Fedor  
Andrea Badalucco  
Stefania Gismondi  
Leslie A. Abdo  
Julie L. Hamlet  
Michael C. Zahrt  
Mark T. Koerner  
Warren H. Krueger, III

Taylor A. Gast  
Rachel G. Olney  
Tyler J. Olney  
Mark J. DeLuca  
Stephen W. Smith  
Sarah J. Gabis  
Amanda Afton Martin  
Steven J. Tjapkes  
Jacquelyn A. Dupler  
Daniel S. Zick  
Scott R. Forbush  
Alexander S. Rusek  
Benjamin R. Judd  
Thomas K. Dillon  
Robert A. Hamor  
Michael A. Cassar

## Grand Rapids

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

## St. Joseph

800 Ship Street – Suite 105  
St. Joseph MI 49085

Hilary J. McDaniel Stafford  
Emily R. Wisniewski  
Amanda J. Dernovshok  
Brandon M. H. Schumacher  
Cody A. Mott  
Alaina M. Nelson  
Joseph B. Gale  
Sydney T. Steele  
Kathrine A. Ruttkofsky  
Anthony M. Dalimonte  
Jim W. Scales  
Benjamin C. Dilley  
Toi J. Thomas  
Nicholas J. Stock, II  
Keith T. Brown

Writer's Direct Phone: 616.726.2240

Fax: 517.367.7196

Reply To: Grand Rapids

Email: [ASeuryneck@fosterswift.com](mailto:ASeuryneck@fosterswift.com)

## Board Members

Patmos Library of Jamestown, Michigan  
2445 Riley Street  
Jamestown, MI 49427

Re: 2023 - Engagement Agreement

Dear Board Members:

We are pleased that the Patmos Library of Jamestown (the "Library") has decided to engage Foster Swift (the "Firm") to assist the Library with any matter assigned to us by the Library. It is customary in the legal profession to initiate a relationship between an attorney and client through an Engagement Letter ("Engagement Letter"). This Engagement Letter will serve as an agreement about the nature and scope of our relationship with the Library.

Our representation of the Library will commence, and we will serve as the Library's attorney, when we are in receipt of a signed copy of this Engagement Letter approved by the Library. This signed Engagement Letter acknowledges the Library's understanding of the details of our representation and confirms the scope of the work.

Our services to the Library will be billed on the basis of hourly rates for the time incurred. Hourly rates differ between attorneys and subject matter, but are generally in the range of \$200 per hour to \$450 per hour. My standard hourly rate is \$450 per hour. However, we are sensitive to governmental budgets and offer our municipal clients a substantial reduction for public work.

The hourly rate for our library services provided to the Library will be capped at \$235 per hour beginning January 1, 2023, meaning that regardless of the attorney working on a particular matter, the Library will never be billed more than \$235 per hour. However, employee benefits services will be capped at \$275 per hour. If the Library should need other specialty services, we can discuss the rates for that work at that time. In addition, the Library agrees to reimburse the Firm for any consultant's costs expended on behalf of the Library.

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The hourly rate for legal services we provide to the Library will remain in effect until December 31, 2023, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed to by the Library and the Firm. The Library will also be billed for photocopies and other out-of-pocket expenses by the Firm on the Library's behalf. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of the Library complies with the Michigan Rules of Professional Conduct. However, if we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

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 Library's legal matters. In turn, we will need the Library's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the Library is utilizing our services. Further, the Library agrees that our work may be authorized and directed by any individual, officer or agent of the Library, unless the Library advises us to the contrary in writing.

The Firm will pursue the Library's legal matters conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep the Library reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with the Library as its legal counsel. Nevertheless, the Library is free to terminate our services at any time by written notice to us to that effect.

We may also terminate our services to the Library, by written notice to the Library to that effect, if the Library unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the Library would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

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.

This engagement letter is intended to govern all of the legal services that we may render to the Library unless and until the Firm and the Library mutually agree in writing to a different arrangement with respect to providing our legal services to the Library.



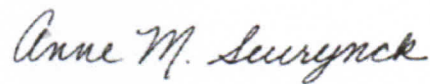
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Should you have any questions, please do not hesitate to call us. If the Library agrees with the above, please execute this engagement letter at the bottom on behalf of the Library. We look forward to serving Patmos Library of Jamestown.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Anne M. Seuryneck

AMS/als

Board Members  
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AGREED:

Patmos Library of Jamestown

By: W. J.

Its: PRESIDENT

Dated: 12-19-22

**Email Address for Invoices:**

jamkml@llcoop.org

**Additional Terms of Engagement**

**Scope of Engagement:**

Our engagement is on behalf of the parties expressly named in our agreement. As way of example, our representation of an entity does not include a representation of the interests of the individuals that are directors, shareholders, or officers of that entity.

**Cooperation:**

You agree to disclose fully, accurately, and truthfully to us all facts that may be relevant to the matter or that we may otherwise request to keep us apprised of developments relating to the matter. You agree to cooperate fully with us in all matters related to the preparation and presentation of your claims. We will be relying on the completeness and accuracy of the information you provide when we perform our services.

**No Promise or Guarantee of Results:**

You agree that we have made no promises or guarantees regarding the outcome of your case. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney, employee, or agent of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied on by any other parties without our prior written consent.

**Consultations with Internal and Outside Counsel to the Firm:**

We represent a large number of clients on a wide variety of complex matters. In the course of our representation, we may consult with the firm's internal counsel with expertise in legal ethics issues and in the past have considered such consultations to be attorney-client privileged. Recent court rulings have indicated that in some circumstances such consultations may not be deemed privileged. Our firm believes that expert advice and analysis regarding legal ethics issues would positively benefit our clients.

You agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our firm's internal counsel or outside counsel to the firm, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege.



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## **E-mail Policy:**

Our firm's attorneys, employees, and agents may utilize e-mail for communications in this matter unless you notify us, in writing, not to use this means of communication. Unless you request in writing that we encrypt out-going e-mail and we have agreed in writing to reasonable and mutually acceptable protocols, documents sent to you by e-mail will not be encrypted.

Our firm expends reasonable efforts to exclude any virus or other defect that might affect any computer or IT system from our e-mails and electronic documents. We do not accept liability for any loss or damage resulting from the use of commercial software, or the receipt or use of electronic communications from us containing a virus or defect that was not created by us.

## **Circular 230 Notices:**

Congress has passed legislation imposing reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, you may notice that we will often have a Circular 230 statement on written communications about reliance on what you receive.

## **Attorney's Lien:**

All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and us. If you obtain a monetary judgment or award, we shall have a lien on the proceeds to the extent of any of our unpaid fees, disbursements, or other charges.

## **Relationship Term:**

When we have completed the specific professional legal services agreed to in this engagement, our attorney-client relationship shall end, regardless of the date you are billed or pay for our services.

Any agreement to provide non-professional services (facilities use, file storage, copies of old client files) does not revive the attorney-client relationship. The newsletters, e-mails, or other publications that we may occasionally send to you containing general updates on areas of the law of interest to you do not revive an attorney-client relationship.

## **Future Representation:**

If our attorney-client relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing in our engagement agreement. Regardless of whether we are representing you in other matters, we have no duty to accept new engagements from you unless mutually agreed.