February 25, 2022

\_ (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 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.

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. Seurynck

AGREED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIBRARY

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

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

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