

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. Doezeema
Anne M. Seurnyck
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. Birach
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. Dernovshek
Brandon M. H. Schumacher
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: 616.726.2230

Fax: 517.367.7120

Reply To: Grand Rapids

Email: mhomier@fosterswift.com

January 31, 2023

Via Email: supervisor@cohoctahtownship.org

Mark Fosdick, Supervisor
Cohoctah Township
10518 Antcliff Road
Fowlerville, MI 48836

Re: Engagement Agreement

Dear Mark:

We are pleased Cohoctah Township (the "Township") is considering engaging Foster Swift (the "Firm") to represent the Township's interests. It is customary in the legal profession to initiate a relationship between an attorney and client through an engagement letter. This engagement letter will serve as an agreement about the nature and scope of our relationship with the Township.

Our services to the Township 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 \$595 per hour. My standard hourly rate is \$485 per hour. However, we are sensitive to governmental budgets and offer our municipal clients a substantial reduction for public work. Thus, the hourly rate for general municipal services provided to the Township will be capped at \$275 per hour, meaning that regardless of the attorney working on matters, except for those noted below, the Township will never be billed more than \$275 per hour.

Other specialty counsel involving environmental issues, labor or employment issues or negotiations, bond and public finance work, tax and special assessment appeals, public-private partnerships, and condemnation and eminent domain, if the Township has a need for such services, will be billed at different rates and will be discussed prior to commencing any work.

That specialty work may be initiated through a letter agreement, but all of the other terms and conditions of this engagement letter will otherwise be applicable to work initiated under such letter agreement.

The hourly rate for legal services we provide to the Township 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 Township and the Firm. The Township will also be billed for photocopies and other out-of-pocket expenses by the Firm on the Township'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 Township 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 Township is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling the Township's legal matters. In turn, we will need the Township's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the Township is utilizing our services. Further, the Township agrees that our work may be authorized and directed by any individual, officer or agent of the Township, unless the Township advises us to the contrary in writing.

The Firm will pursue the Township'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 Township 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 Township as its legal counsel. Nevertheless, the Township 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 Township, by written notice to the Township to that effect, if the Township 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 Township would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

If the Township terminates our representation, the Firm will return to the Township any original materials in the Firm's files that belong to the Township. The Firm will dispose of its files (including the Firm's work product) related to Township matters as it sees fit.

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

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

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Michael D. Homier

MDH:AJZ

AGREED: _____
COHOCTAH TOWNSHIP

By: _____

Dated: _____

Email Address for Invoices: _____

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 fully, accurately, and truthfully disclose 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.

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.