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Stephen O. Schultz
Mark J. Burzych
Stephen J. Rhodes
Stacy L. Hissong
Ross K. Bower II
Helen E. R. Mills
Christopher S. Patterson
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Stephen A. Delie
Matthew A. Kuschel
Ryan P. Stecovich
Cole D. Hedrick
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January 31, 2018

Jeff Bean, Supervisor
Vernon Township
10877 N. Lincoln Road
Clare, MI 48617
jeff@jeffbean.net

Via email

Dear Supervisor Bean:

Re: Engagement as Township Attorneys

Thank you for selecting Fahey Schultz Burzych Rhodes PLC to represent Vernon Township as its Township Attorneys. We will do our best to provide timely legal advice and representation within the scope of the engagement. This letter confirms the terms of our agreement to represent Vernon Township.

You will be our Firm's primary contact for the Township and I will be the primary attorney responsible for our Firm's representation of the Township. Our time and costs will be charged as described in the enclosed Standard Terms, which are incorporated in this letter. My current hourly rate is \$275. Our rates may be adjusted annually.


We appreciate the confidence you have in us and look forward to working with you. If you have any questions about this letter, please do not hesitate to call me. If you agree with the above, please return a signed copy of this letter so we can officially begin to represent Vernon Township's interests.

Very truly yours,

FAHEY SCHULTZ BURZYCH RHODES PLC

William K. Fahey

Acknowledged and Agreed:

By: 
Jeff Bean, Supervisor
Vernon Township

Dated: 2-5-18

Fahey Schultz Burzych Rhodes PLC Standard Terms of Engagement

Thank you for retaining *Fahey Schultz Burzych Rhodes PLC* ("Firm") for the Township's legal services. These *Standard Terms* govern our engagement unless otherwise stated in your engagement letter, specific proposal or the *Rules of Professional Conduct*. Please review these *Standard Terms* carefully and retain them in your files. If you have any questions about our legal representation or invoices, please contact your primary attorney promptly.

1. Scope of Our Services. Our engagement letter states specific matter(s) where we represent the Township and the scope of our services, which can only be varied by express written agreement. If you request opinions of law or outcomes, our opinions are limited by known facts and law at the time our opinion is rendered, subject to factors unknown or beyond our control. We use our best professional judgment, but cannot guarantee any outcome.

2. Primary Attorney. The primary attorney in our Firm responsible for the Township's representation may use other attorneys, paralegals or non-legal professionals within the Firm in the exercise of professional judgment. Attorneys outside the Firm may be consulted to serve as co-counsel based on their licensed status in other jurisdictions, location or expertise in particular legal specialties.

3. The Township is our Client. The Firm will provide legal representation to the Township, which is our client. Our representation does not ordinarily extend to Township officials, board or commission members, employees, individuals or any affiliates (such as Township DDA, EDC, etc.). If such additional representation is desired, it must be confirmed in writing.

4. Our Fees. Unless other arrangements are made in a written proposal or engagement letter, we will invoice the Township for our legal services at our standard hourly rates, which are available on request. Hourly rates are subject to periodic review and adjustment at least annually. On request, we provide estimates of our anticipated fees on a matter when, in our professional judgment, they can be made; but unless we agree in writing to perform a specific service for a fixed fee, an estimate will not represent a maximum, minimum or agreed fee. When appropriate and with your approval, we may also consider the following factors to submit invoices in excess of our standard hourly rates: novelty and difficulty of the question involved; skill requisite to perform the legal services; likelihood that acceptance of a particular matter will preclude other representation; fee customarily charged in the locality for similar services; risk assumed by the Firm in performing certain types of work; amount involved and results obtained; and any time limitations imposed by the Township or by other circumstances.

5. Costs. In addition to hourly rates, the Township will reimburse the Firm for costs such as filing and recording, experts and expert witnesses, deposition transcripts, overnight or special delivery service, certified mail and out-of-town lodging (all without any mark-up). These costs will not include copies we make in-house, regular US postage, faxes, automobile mileage or other costs that we typically consider as overhead. We will submit costs in excess of \$1,500.00 by third parties to the Township for direct payment.

6. Invoices. We will invoice you at the beginning of each month for hourly rates and costs incurred in the preceding month. Payment within 30 days is expected, and we may charge you interest of 1% per month on accounts not paid within 30 days. Invoices can be paid by check (to Fahey Schultz Burzych Rhodes PLC), cash, money order or electronic transfer (ACH). If you have questions on any invoice, contact your primary attorney as soon as possible.

7. Conflicts of Interest. We try to identify existing and potential conflicts at the outset of any engagement. We may ask the Township to sign a conflict waiver prior to an engagement. Other clients or prospective clients may ask us to seek a conflict waiver from the Township to represent them, but that doesn't mean we will represent the Township less zealously. If a conflict arises or appears after we begin an engagement, we will do our best to address and resolve the conflict consistent with our professional responsibilities. We will not represent any other client on a matter where we represent the Township unless you expressly agree and we can do so properly under the *Rules of Professional Conduct*.

8. Insurance Coverage. The Township must determine if it is covered by insurance for liability or legal expenses. Please notify your insurer(s) of any claim or potential claim and our involvement as soon as possible. Please inform us if you have insurance coverage for the matter(s) for which we are retained. With your approval and cooperation of your insurer(s), we can work with or serve as assigned insurance counsel for the Township as appropriate.

9. Termination of Representation. You may terminate our representation at any time, with or without cause. We may terminate your representation if you do not pay us any amount invoiced, fail to cooperate with us or we determine that your representation would violate the *Rules of Professional Responsibility* or be impractical. Termination of the representation does not relieve the Township of the obligation to pay for legal services we provided prior to termination or need to provide for orderly transfer to your new counsel. If our representation is terminated, but later extended or recommenced, any further or additional work will be subject to these *Standard Terms* unless otherwise expressly agreed in writing.

10. Records Retention. Subject to the above, on termination of representation for any reason, we will return your papers, documents and other property to you at your request, but may retain a copy for our own files. If any unpaid invoices are owed to us, we may retain your documents if they are subject to a lien. After the engagement, in accordance with these *Standard Terms*, applicable law and the *Rules of Professional Conduct*, we will hold your files for seven (7) years, when they may be destroyed. We will attempt to notify you before destroying any files and may charge you to dispose of or retain your files.

11. Electronic Data Communication and Storage. We may communicate with you and others by email or fax, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data confidential to your matters(s) may be transmitted or stored using these methods. In using these data communication and storage methods, the Firm will make a reasonable effort to keep such communications and data confidential and secure in accordance with our obligations under applicable laws and the *Rules of Professional Responsibility*. You agree that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors.

Please contact your primary attorney if you have any questions regarding these *Standard Terms*. We look forward to serving the interests of the Township.

Fahey Schultz Burzych Rhodes PLC
www.fsbrlaw.com / 517.381.0100