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Ellen M. Bach
Of Counsel
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July 6, 2010

Via E-mail: quinnccareyb@buffalolib.org

Bridget Quinn-Carey, Director
Buffalo and Erie County Public Library
1 Lafayette Square
Buffalo, New York 14203

Re: Review of Current Structure and Funding Sources

Dear Ms. Quinn-Carey:

Whiteman Osterman & Hanna LLP appreciates the opportunity to provide legal services to you in connection with a review of the Buffalo and Erie County Public Library's current structure and funding sources. In accordance with Firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been engaged.

MUTUAL RESPONSIBILITIES

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. You agree that you will be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the matter, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the matter, will promptly pay our fees in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

It is understood that I will be the attorney of this Firm primarily responsible for this engagement.

DETERMINATION OF FEE

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote to the matter, the experience and expertise of the professionals who perform the services, the complexity, novelty and difficulty of the questions involved, the magnitude of the matter, any time limitations or other special demands presented, and the results obtained.

The fee for our work on your engagement will be based upon the time which we devote to the matter, in accordance with standard hourly rates assigned to the particular lawyers and legal assistants performing the work. Currently these rates vary from \$45 to \$135 for legal assistants, from \$135 to \$250 for associates, and from \$225 to \$400 for of counsel and partners. These rates are subject to periodic adjustment, and the rates billed will be those in effect at the time the services in question were rendered. My rate for this engagement is currently \$235 per hour. You agree you will be responsible to pay our fee and all charges associated with our representation of you.

RETAINER

As is customary in matters of this type, we have requested that you deposit with us an initial retainer of \$2,000.00. Each month we will deduct from the retainer amount the charges for services rendered that month, together with the amount of the disbursements we have made on your behalf. When the retainer amount has been exhausted, we will bill you for additional amounts due in excess of the retainer. Any retainer paid pursuant to this engagement letter is not a minimum fee, such that any balance remaining after payment of fees and expenses will be refunded.

BILLING FOR COSTS AND EXPENSES

In addition to our fees, we will bill you for any expenditures which we make or expenses we incur for you or on your behalf. These may include computer-based legal research costs, the costs of reproducing documents, long distance telephone charges, parking and travel costs, expenses which we incur while we are away from our office on your business, fees which accountants or consultants retained on your behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, we may ask you to make payment directly to the provider of goods or services, or we may require an additional retainer amount to cover such expenses.

STATEMENTS

We will send you statements for services rendered and for expenditures which we have made for you on a monthly basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts. We reserve the right, to the extent permitted by law, to add a late payment charge of 1% per month to your past due account. These late charges will accrue from the due date of the bill until the date it is paid.

Under certain circumstances, disputes regarding our fees may be subject to the New York Fee Dispute Resolution Program established under 22 NYCRR Part 137.

CONFLICTS OF INTEREST

As you are aware, Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other companies and individuals in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or matter on which we are engaged as of the date of this letter. In the event any such conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

TERMINATION

We anticipate a long and mutually satisfactory relationship. However, you have the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our

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engagement by giving you written notice if you fail to cooperate with us or to pay our bills when due or if we determine that continuing to represent you would be unethical, impractical or improper. If our relationship is terminated by either of us, you will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING

This agreement will apply to any additional matters we agree to undertake upon your behalf unless we send to you a new engagement letter reflecting an alternate arrangement. Please review this letter carefully, and, if it does not accurately reflect the terms of our engagement, let me know as soon as possible.

Sincerely,


Ellen M. Bach

APPROVED AND ACCEPTED:

By:

Name: 
Bridget Quinn-Carey, Director