



LIBRARY BOARD MEETING

FEBRUARY 28, 2025
Special Meeting

Danielle Rumble
PRESIDENT

Melissa Mark
VICE PRESIDENT

Jennifer Wheeler
SECRETARY

Wendy Friedman

Frank Pisano

Karen Rock

Rebekah Craft
LIBRARY
DIRECTOR

MISSION

The Baldwin Public Library in Birmingham, Michigan enriches lives by providing opportunities and resources for everyone to learn, connect, and discover.

VISION

The Baldwin Public Library will be an essential part of the community and the first choice for access to cultural, recreational, and learning opportunities.

CORE VALUES

WE ARE COMMITTED TO:

- Intellectual Freedom
- Equitable and Inclusive Access
- Education and Lifelong Learning
- Innovation
- Welcoming Environment
- Integrity
- Collaboration
- Commitment to Excellence

ADOPTED APRIL 2022

BALDWIN PUBLIC LIBRARY BOARD OF DIRECTORS

Rumple, Danielle
PRESIDENT

843 Tottenham Rd.
Birmingham, MI 48009
Cell: (734) 693-3861
e-mail: danielle.rumple@gmail.com

Term expires 2025

Finance Committee
Strategic Planning
Committee

Mark, Melissa
VICE PRESIDENT

635 Puritan Ave.
Birmingham, MI 48009
(248) 644-8451
e-mail: weir527@gmail.com

Term expires 2025

Building Committee,
Outreach Committee

Wheeler, Jennifer
SECRETARY

1665 Holland St.
Birmingham, MI 48009
Cell: (248) 808-4495
e-mail: jennybwheeler@gmail.com

Term expires 2027

Personnel Committee,
Policy Committee

Friedman, Wendy

1369 Stanley Blvd.
Birmingham, MI 48009
Cell: (516) 316-9199
e-mail: wendyfriedman16@gmail.com

Term expires 2027

Outreach Committee
Building Committee

Pisano, Frank

612 Davis Ave.
Birmingham, MI 48009
Home: (248) 646-0463
Cell: (248) 835-6058
e-mail: frank.pisano@baldwinlib.org

Term expires 2025

Finance Committee,
Building Committee

Rock, Karen

465 Pilgrim Ave.
Birmingham, MI 48009
Home: (248) 540-9203
e-mail: kgrock13@gmail.com

Term expires 2027

Personnel Committee,
Strategic Planning
Committee

Awad, Marina

STUDENT REPRESENTATIVE

e-mail: marinagrace718@gmail.com

Term expires February 2026



LEARN. CONNECT. DISCOVER.

AGENDA

Baldwin Public Library Board Meeting

Friday, February 28, 2025 at 4:00 p.m.

Grams Discovery Room

Agenda

Call to order, pledge of allegiance, reading of the Library's mission statement, and establishment of a quorum.

I. General Public Comment Period

The Library Board values public meetings and welcomes your comments on Library issues, but will not debate items not on the agenda. The Board respectfully asks that comments be made as concisely as possible, when a motion has been made, or in the general public comment portion of the meeting. The maximum time for individual speakers should not exceed three minutes.

II. New and Miscellaneous Business

- A. Engagement Agreement with Anne M. Seurnyck, Foster Swift Collins & Smith PC.

Suggested motion: To authorize Director Craft to sign the Engagement Agreement with Anne M. Seurnyck, Foster Swift Collins & Smith PC, dated January 16, 2025.

- B. Discussion to consider hiring Auctioneer David Goodman, Auction Results, LLC for the library's October 10, 2025 Fundraiser at an amount of \$10,000 plus travel expenses.

Suggested motion: To authorize Director Craft to sign the Engagement Agreement with David Goodman, Auction Results, LLC upon legal review by the library's attorney.

XI. Adjournment

The next regular meeting of the Library Board will take place on Monday, March 17, 2025 at 7:30 p.m.

Motion: To adjourn the February 28, 2025 Special Board Meeting.

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the Library at the number (248) 647-1700 or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la biblioteca en el número (248) 647-1700 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).

NEW BUSINESS

MEMORANDUM

DATE: February 27, 2025
TO: Baldwin Public Library Board of Directors
FROM: Rebekah Craft, Library Director
SUBJECT: Legal Services Agreement with Anne M. Seuryneck, Foster Swift

On December 18, 2024, Assistant City Manager Mark Clemence showed me a 2009 Agreement for Administrative Services between the City of Birmingham and the Baldwin Public Library. Since 2009, Baldwin has paid \$104,889 for Administrative Services as enumerated in the agreement. Clemence notified me that this amount would be “at least doubling” and told me to keep an eye out for a new contract from City Attorney Mary Kucharek.

After speaking with Danielle Rumble and Frank Pisano, members of the Library’s Finance Committee, I proactively contacted well-respected attorney Anne M. Seuryneck, Foster Swift Collins & Smith PC to see how to go about hiring her for legal services. We had a conversation on December 20, 2024 and she sent me her contract for services in January. She works on an as needed basis at an hourly rate of \$255, with no monthly retainer. The Library may discontinue legal services at any time without penalty.

Additionally, I set aside \$200,000 in the Library’s FY2025-26 budget to pay for these increased services. My Library budget report was due to the City of Birmingham on January 17, 2025 and I had a budget meeting with the City Managers and Finance Department on February 6, 2025.

I added this contract to the January 22, 2025 Board Consent Agenda. Melissa Mark pulled this item from the agenda and the Board had a discussion about the contract during the meeting. Ultimately, the Library Board voted to pause hiring Seuryneck.

Motion to pause on approval of the engagement agreement with Foster Swift Collins & Smith PC until a later date when we have a new contract from the City.

1st Pisano

2nd Mark

A roll call vote was taken.

Yeas: Mark, Pisano, Rock, Rumble, Wheeler.

Nays: Friedman.

Absent and excused: None.

The motion was approved.

We received the new contract for Administrative Services from Assistant City Manager Mark Clemence on February 27, 2025, which is found following this memo. The contract specifies a new base rate of \$219,067, plus a 3% annual increase for continuing the same level of services. In order to engage the services of an attorney independent of the City of Birmingham to review this contract, we will need to hire an outside attorney to negotiate on behalf of the Library.

I am requesting that the Library grant permission to me to sign the contract for legal services with attorney Anne M. Seuryneck.

SUGGESTED BOARD ACTION

Motion to authorize Director Craft to sign the Engagement Agreement with Anne M. Seuryneck, Foster Swift Collins & Smith PC, dated January 16, 2025.

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*

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. Seurnyck
Michael D. Homier
Scott H. Hogan
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
Thomas K. Dillon
Robert A. Hamor
Jacquelyn A. Dupler
Dora A. Brantley
James F. Anderton, V
Sara L. Cunningham
Michael A. Cassar
Alexander S. Rusek
Steven J. Tjapkes
Erica E.L. Huddas
Jennifer L. Montasir
Bryan Cermak
Mikhail Murshak

Kevin J. Roragen
Courtney G. Agrusa
Rachael Kuilema Klein
Michael R. Kluck
Gabrielle C. Lawrence
Kelly Reed Lucas
Paula K. Manis
James R. Neal
Michael G. Oliva
Michael H. Rhodes
Jeffrey S. Theuer
Lino A. Taormina
Jeffrey G. Schultz
Amanda J. Dernovshek
Brandon M. H. Schumacher
Alaina M. Nelson
Anthony M. Dalimonte
Benjamin C. Dilley
Nicholas J. Stock, II

Grand Rapids

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

Keith T. Brown
Mallory E. Reader
Benjamin M. Williams
Reed K. Powers
Dina D. Kashat
Danielle N. Romano
Lindsey M. Mead
Destiny R. Hughes
Nathan J. Wood
Samantha L. Diamond
McKenna S. Rivers
Melanie A. Assad
Matthew C. Murray
Mackenzie M. Almæssian
Patrick E. Quinn
James A. Ryan
Charles R. Sarchet

Writer's Direct Phone: 616.726.2240

Fax: 517.367.7196

Reply To: Grand Rapids

Email: ASeurnyck@fosterswift.com

January 16, 2025

Rebekah Craft, Director
Baldwin Public Library
300 W. Merrill Street
Birmingham, MI 48009

Re: 2025 - Engagement Agreement

Dear Ms. Craft:

We are pleased that Baldwin Public Library (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. For example, my standard hourly rate is \$550 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 \$255 per hour beginning January 1, 2025, meaning that regardless of the attorney working on a particular matter, the Library will never be billed more than \$255 per hour. However, employee benefits services will be capped at \$285

Rebekah Craft, Director

January 16, 2025

Page 2

per hour. If the Library should need other specialty services, we can discuss the rates for that work at that time.

The hourly rate for legal services we provide to the Library will remain in effect until December 31, 2025, 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.


Rebekah Craft, Director
January 16, 2025
Page 3

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.

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 Baldwin Public Library.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Anne M. Seuryneck

AMS/als

AGREED:

Baldwin Public Library

By: _____

Its: _____

Dated: _____

Email Address for Invoices:

Rebekah Craft, Director

January 16, 2025

Page 4

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.

Rebekah Craft, Director

January 16, 2025

Page 5

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.



DATE: February 26, 2025
TO: Rebekah Craft, Baldwin Public Library Director
FROM: Mark H. Clemence, Assistant City Manager
SUBJECT: City of Birmingham Contracted Services Agreement with the Baldwin Public Library

INTRODUCTION

In November of 2009, the City of Birmingham (City) entered into a contract with the Baldwin Public Library (Library) in which the City agreed to provide the following services to the Library:

1. Tax billing and collection;
2. Banking and investment, excluding the Baldwin Public Library Trust;
3. Assessing services and legal for tax tribunal;
4. Library accounts payable;
5. Library payroll;
6. Accounting services;
7. Budget;
8. HR and benefit services.

In exchange for the City furnishing these services to the Library, the Library agreed to annually reimburse the City its administrative costs. Total administrative charges were determined to be \$104,889.00 per year at the time the contract was agreed upon. The initial term of the contract was seven (7) months in length, commencing on November 30, 2010 and terminating on June 30, 2010. However, after the initial term, the contract also contained three subsequent one-year renewal terms. Each renewal term was automatic unless the City notified the Library or the Library notified the City, in writing, at least six (6) months prior to the end of any term that there was a need to negotiate the subsequent renewal (see Attachment A).

Each of the three subsequent one-year renewals occurred without change from either the City or the Library. The contract expired on June 30, 2013.

BACKGROUND

The City continues to provide all eight (8) of the services to the Library that are enumerated in the introduction section. However, the contract expired on June 30, 2013 and a new or revised contract was never negotiated nor agreed upon. As a result, the Library has continued to receive all the City's listed administrative services for the past eleven (11) years at the same cost negotiated in 2009 for \$104,889.00.

The City's Finance Department was consulted and confirmed that the \$104,889.00 figure is the amount currently being charged for the City's administrative services to the Library. The Finance Department was asked to examine the contract and determine the current expenses to the City to fulfill the contract terms as previously agreed. The Finance Department examined the contract and determined that the original formula used to determine the contract amount was cumbersome to work with and included several categories where assumptions were made. The Finance Department has determined that since the contract was expired, they will propose a new, but similar financial model that will be more user friendly. The new formula to determine the administrative costs to the City to provide the same services is as follows (see Attachment B):

Expense Allocation by Department Summary

1. Human Resources

Library allocation - 20% (Library represents 20% of the City's employees
430 total active employees/87 Library employees)

HR actual expenditures FY 2023-2024	\$398,265
Total Expense	\$79,653

2. Payroll

Library allocation - 20% (Library represents 20% of the City's employees
430 total active employees/87 Library employees)

Finance actual expenditures FY 2023-2024	\$111,792
Total Expense	\$22,358

3. Assessing

Library allocation - 10% (Library accounts for 10% of the City's assessing costs
1.3142 Library millage rate/13.3164 total millage rate)

Oakland County contract FY 2023-2024	\$227,068
Total Expense	\$22,707

4. Treasury

Library allocation - 5% (Library accounts for 5% of the City's Treasury expenditures

Based on AUDIT expense allocation Library allocation for revenue)

Treasury actual expenditures FY 2023-2024	\$750,425
---	-----------

Total Expense	\$37,521
---------------	----------

5. Finance

Library Allocation - 6% (Library accounts for 6% of the City's Finance expenditures)

Finance actual expenditures FY 2023-2024	\$947,132
--	-----------

Total Expense	<u>\$56,828</u>
---------------	-----------------

TOTAL	\$219,067.00
-------	--------------

LEGAL REVIEW

The City Attorney has drafted a new contract (see Attachment C) for consideration by the Library Board that is reflective of the new formula and updated costs incurred by the City to provide the administrative services to the Library. If you or the Library Board have any questions, City Attorney Kucharek will address them.

FISCAL IMPACT

Based upon the new formula used by the Finance Department, using up-to-date financial costs, the City shall request \$219,067 from the Library in order to reimburse administrative costs incurred by the City to provide services. This figure is \$114,178 higher, which is an increase of approximately 109% than the current budgeted amount.

SUSTAINABILITY

None

DESIGN CONSIDERATIONS

None.

PUBLIC COMMUNICATIONS

City budgets, which are published documents, have reflected revenue to the City for administrative services provided to the Baldwin Public Library in the amount of \$104,889.00 in every budget since the 2010-2011 budget.

SUMMARY

In November of 2009, the City of Birmingham (City) entered into a contract with the Baldwin Public Library (Library) in which the City agreed to provide administrative services for the Library. In exchange, the Library agreed to annually reimburse the City its administrative costs associated with the services received. The contract expired in June of 2013. The City and the Library are

currently working without a legally binding contract and the associated costs to provide the administrative services to the Library have not been increased since its inception in 2009.

Based on data determined by the City's Finance Department, the current cost to provide the same administrative services to the Library have increased approximately 109% from 2009 to a current value of \$219,067 for FY 2023-2024.

Myself, Finance Director Mark Gerber and Finance Director Designee Mary Chavez are all available to answer any questions and would make ourselves available to be present at a Library Board meeting if you so desire.

Attachment

A

**CITY OF BIRMINGHAM
CONTRACTED SERVICES AGREEMENT
WITH THE BALDWIN PUBLIC LIBRARY**

THIS AGREEMENT, made and entered into this 30 day of November, 2009, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the **CITY**, and the **BALDWIN PUBLIC LIBRARY**, located at 300 West Merrill Birmingham, MI 48009, hereinafter referred to as the **LIBRARY**.

WITNESSETH:

WHEREAS, the **LIBRARY** operates a free public library in the City of Birmingham, and;

WHEREAS, the **CITY**, pursuant to Chapter XVI, Section 1 of the City Charter, is responsible for maintaining the Library, and;

WHEREAS, the City has provided the Library with services in addition to those set forth in the City Charter in the past, and;

WHEREAS, the services provided to the Library by the City have not been formally agreed upon or reduced to writing, and;

WHEREAS, the Library and the City believe that it is in their respective best interests to have a written agreement that sets forth the services provided by the City in writing.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. While this agreement remains in effect, the City shall provide the following services to the Library:

- a) Tax billing and collection;
- b) Banking and investment, excluding the Baldwin Public Library Trust;
- c) Assessing services and legal for tax tribunal;
- d) Library accounts payable;
- e) Library payroll;
- f) Accounting services;
- g) Budget;
- h) HR and benefit services;

2. In exchange for the City furnishing these services to the Library, the Library agrees to annually reimburse the City its administrative charges pursuant to the following:

- | | | |
|----|--|----------|
| a) | Tax billing and collection
(Treasury staff time devoted to library) | \$13,257 |
|----|--|----------|

b) Banking services (Treasury staff time devoted to library)	3,090
c) Investment services (Library allocation of investments 5% x investment advisor costs \$50,200, 5%x CLASS Pool annual fee of \$5,000 plus treasury staff time)	4,006
d) Assessing services (Library allocation 7% of total city mills levied x costs \$394,528 including contract with Oakland County)	27,617
e) Legal for Michigan Tax Tribunal cases (Library allocation 7% of total city mills x \$58,957 legal fees for prior 12 months)	4,127
f) Accounts Payable (Library allocation 2% of total accounts payable x \$152,277 finance department costs plus direct costs for City provided computer \$144/annual)	3,190
g) Payroll (Library allocation 12% of total payroll x \$108,348 Finance department costs plus IT support for computer connection \$159)	13,161
h) Accounting services (Library allocation 4.5% of total accounting services x \$183,426 finance dept. costs for general ledger maintenance/audit prep/monthly expenditure reports, journal entries)	8,254
i) Budget (Library allocation 4.5% of total budget services x \$188,251 finance department costs for budget)	8,471
j) HR and benefit services (Library allocation 7.5% of total number of employees x \$250,681 H.R. dept. costs including contracted benefit administration plus library pre-placement testing \$517/yr plus background investigations for Library \$398/yr)	<u>19,716</u>

Total Administrative Charges

\$104,889

Any costs or fees incurred by the City on behalf of the Library not specifically covered or provided for in this Agreement will be billed on an actual cost reimbursement basis to the Library.

3. The initial term of this Agreement shall be ~~six~~ (7) months commencing on November 30 and shall terminate on June 30, 2010; provided, however, that following such initial term there shall be three subsequent one-year renewal terms. Each renewal term shall be automatic unless the City notifies the Library or the Library notifies the City in writing, at least six (6) months prior to the end of any term then in effect that due to changed circumstances, a need exists to negotiate the subsequent renewal.

4. The Library and the City acknowledge that certain confidential and/or proprietary information may become involved pursuant to this Agreement. The Library and the City recognize that the unauthorized exposure of such confidential or proprietary information could irreparably damage the other. Therefore, the Library and the City agree that in exchanging information with each other, they each may specify which items of information should be deemed "confidential". The Library and the City shall be responsible for clearly identifying and segregating any confidential information submitted to the other by clearly printing or stamping "CONFIDENTIAL INFORMATION" on the information so submitted. The Library and the City agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Library and the city shall inform their respective employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Library and the City further agree to use such confidential or proprietary information only for the purposes set forth in this Agreement.

5. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

6. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

7. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Library or the City without the prior written consent of the other party. Any attempt at assignment without prior written consent shall be void and of no effect.

8. The Library and the City agree that neither of them nor their subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Library and the City shall inform the other of all claims or suits asserted against them that may arise out of this Agreement. The Library and the City shall provide each other with periodic status reports concerning all such claims or suits at intervals agreed to by each of them.

9. The Library and any entity or person for whom the Library is legally liable, agrees to be responsible for any liability, all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against the Library, its elected and appointed officials, employees, volunteers or others working on behalf of the Library, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, caused by or resulting from the Library's own acts or

omissions of its elected or appointed officials, employees, volunteers or others working on behalf of the Library.

The City and any entity or person for whom the City is legally liable, agrees to be responsible for any liability, all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, caused by or resulting from the City's own acts or omissions of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

The Library and the City carry Liability insurance to protect them in the event of a claim or loss. Property and Liability insurance is for coverage that exceeds the \$125,000 deductible for claims and legal expenses. The City shall not be responsible for the \$125,000 deductible resulting from claims involving the Library. The Library shall not be responsible for the \$125,000 deductible resulting from claims involving the City. The parties agree and understand that they are responsible for paying their own deductibles in the event of a loss.

10. If either party fails to perform its obligations hereunder, the aggrieved party may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

11. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

12. Notices shall be given to:

- a. City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001

Attention: Thomas M. Markus
City Manager

With copies to:

Timothy J. Currier, City Attorney

Beier Howlett, P.C.
200 E. Long Lake Road, Ste. #110
Bloomfield Hills, MI 48304

b. Baldwin Public Library
300 West Merrill
Birmingham, MI 48009

Attention: _____,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:

Doreen Ann Mart

Doreen Ann Mart

Walter Lind

CITY OF BIRMINGHAM

By: Rackeline J. Hoff
Rackeline J. Hoff, Mayor

By: Laura M. Broski
~~Nancy M. Weiss, City Clerk~~
Laura M. Broski, City Clerk Designee

BALDWIN PUBLIC LIBRARY

By: [Signature]
Its: President

APPROVAL (Sec 2-289 City Code)

Thomas Markus
Thomas Markus, City Manager
as to Substance

B. Sharon Ostin
B. Sharon Ostin, Director of
Finance as to Financial Obligation

Timothy J. Currier
Timothy J. Currier, City Attorney as to
Form

Attachment

B

Library

Expense Allocation by Department Summary

HUMAN RESOURCES

Library allocation **20%**
HR actual expenditures FY 2023-2024

\$398,265

Total Expense

\$79,653 NUMBER OF EE VS TOTAL EES

430 total active employees
87 library employees paid PY dated 9.28.24

PAYROLL

Library allocation **20%**
Finance actual expenditures FY 2023-2024

\$111,792

20%

Total Expense

\$22,358

ASSESSING

Library allocation **10%**
Oakland County contract FY2023-2024

\$227,068

1.3142 library mileage rate
13.3164 total mileage rate
10% ALLOCATION

Total Expense

\$22,707

Based on AUDIT expense allocation
Library allocation for Revenue

5%

TREASURY

Library allocation **5%**
Treasury actual expenditures FY 2023-2024

\$750,425

Total Expense

\$37,521

Based on AUDIT expense allocation
Library allocation for Expense

6%

FINANCE

Library allocation **6%**
Finance actual expenditures FY 2023-2024

\$947,132

Total Expense

\$56,828

TOTAL

\$219,067

Attachment

C

**CITY OF BIRMINGHAM
CONTRACTED SERVICES AGREEMENT
WITH THE BALDWIN PUBLIC LIBRARY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, (hereinafter referred to as the "City"), and the **BALDWIN PUBLIC LIBRARY**, located at 300 West Merrill, Birmingham, MI, 48009, (hereinafter referred to as the "Library").

WITTNETH:

WHEREAS, the Library operates a free public library in the City of Birmingham; and

WHEREAS, the City, pursuant to Chapter XVI, Section 1 of the City Charter, is responsible for maintaining the Library; and

WHEREAS, the City has provided the Library with services in addition to those set forth in the City Charter in the past; and

WHEREAS, the services provided to the Library by the City have been formally agreed upon or reduced to writing in an Agreement that has since expired; and

WHEREAS, the Library and the City believe that it is in their respective best interests to continue an agreement setting forth the services provided by the City to the Library.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. While this Agreement remains in effect, the City shall provide the following services to the Library:

- a) Human Resources
- b) Payroll
- c) Assessing
- d) Treasury
- e) Finance

2. In exchange for the City furnishing these services to the Library, the Library agrees to annually reimburse the City its administrative charges pursuant to the following:

a)	HUMAN RESOURCES		
	Library allocation	20%	
	HR actual expenditures FY 2023-2024		<u>\$398,265</u>
	Total Expense		<u>\$79,653</u>
b)	PAYROLL		
	Library allocation	20%	
	Finance actual expenditures FY 2023-2024		<u>\$111,792</u>
	Total Expense		<u>\$22,358</u>
c)	ASSESSING		
	Library allocation	10%	
	Oakland County contract FY2023-2024		<u>\$227,068</u>
	Total Expense		<u>\$22,707</u>
d)	TREASURY		
	Library allocation	5%	
	Treasury actual expenditures FY2023-2024		<u>\$750,425</u>
	Total Expense		<u>\$37,521</u>
e)	FINANCE		
	Library allocation	6%	
	Finance actual expenditures FY-2023-2024		<u>\$947,132</u>
	Total Expense		<u>\$56,828</u>
	TOTAL		<u>\$219,067</u>

Any costs or fees incurred by the City on behalf of the Library not specifically covered or provided for in this Agreement will be billed on an actual cost reimbursement basis to the Library.

3. The term of this Agreement shall be three years commencing on _____ and shall terminate on _____. Each year on the anniversary date of commencement, there will be an increase of three percent (3%) of the total charges due from the Library to the City.

4. The Library and the City acknowledge that certain confidential and/or proprietary information may become involved pursuant to this Agreement. The Library and the City recognize that the unauthorized exposure of such confidential or proprietary information could irreparably

damage the other. Therefore, the Library and the City agree that in exchanging information with each other, they each may specify which items of information should be deemed "confidential." The Library and the City shall be responsible for clearly identifying and segregating any confidential information submitted to the other by clearly printing or stamping "CONFIDENTIAL INFORMATION" on the information so submitted. The Library and the City agree to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Library and the City shall inform their respective employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Library and the City further agree to use such confidential or proprietary information only for the purposes set forth in this Agreement.

5. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

6. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

7. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Library or the City without the prior written consent of the other party. Any attempt at assignment without prior written consent shall be void and of no effect.

8. The Library and the City agree that neither of them nor their subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Library and the City shall inform the other of all claims or suits asserted against them that may arise out of this Agreement. The Library and the City shall provide each other with periodic status reports concerning all such claims or suits at intervals agreed to by each of them.

9. The Library and any entity or person for whom the Library is legally liable, agrees to be responsible for any liability, all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against the Library, its elected and appointed officials, employees, volunteers or others working on behalf of the Library, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, caused by or resulting from the Library's own acts or omissions of its elected or appointed officials, employees, volunteers or others working on behalf of the Library.

The City and any entity or person for whom the City is legally liable, agrees to be responsible for any liability, all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, caused by or resulting from the City's own

acts or omissions of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

The Library and the City carry liability insurance to protect them in the event of a claim or loss. Property and Liability insurance is for coverage that exceeds the deductible for claims and legal expenses. The City shall not be responsible for the deductible resulting from claims involving the Library. The Library shall not be responsible for the deductible resulting from claims involving the City. The parties agree and understand that they are responsible for paying their own deductibles in the event of a loss.

10. If either party fails to perform its obligations hereunder, the aggrieved party may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

11. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

12. Notices shall be given to:

- a) City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001

Attention: Jana Ecker, City Manager

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Road, Ste. 600
Troy, MI 48084

- b) Baldwin Public Library
300 West Merrill
Birmingham, MI 48009
Attention: Rebekah Craft, Library Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:

CITY OF BIRMINGHAM

By: _____
Therese Long, Mayor

By: _____
Alexandria Bingham, City Clerk

BALDWIN PUBLIC LIBRARY

By: _____
Rebekah Craft, Library Director

APPROVAL (Sec 2-289 City Code)

_____ Jana Ecker, City Manager (as to substance)	
_____ Mark Gerber, Finance Director (as to Financial Obligation)	_____ Mary M. Kucharek, City Attorney (as to form)

MEMORANDUM

DATE: February 27, 2025
TO: Baldwin Public Library Board of Directors
FROM: Rebekah Craft, Library Director
SUBJECT: Auctioneer for Fundraising Event on October 10, 2025

At the December 2024 Library Board meeting, the Board voted to form a committee to host a Books & Bites fundraising event in 2025. At the time, Wendy Friedman volunteered for the committee. Friedman, Craft, and Miller recruited additional members of the committee, including Michelle Hollo, Lindsay Van Syckle, Julie Milliron, Omar Odeh, and Judy Vindici.

The fundraising committee is reimagining this fundraising event in order to raise additional funds above and beyond previous fundraisers, the last of which was held in 2018. The fundraising committee is confident that revamping the event to attract an audience interested in philanthropy and including a live auction will help to raise a higher amount of money for the library at this event.

Friedman has extensive experience hosting charity fundraisers with strolling dinners and a live auctioneer. Friedman has previously worked with auctioneer David Goodman of Auction Results, LLC on eight fundraising events in Chicago, all raising in excess of \$100,000 at each event's live auction and paddle raise.

On February 25, the fundraising committee had a Zoom call with Goodman to go over his services. The fundraising committee is in favor of hiring Goodman at his rate of \$10,000 plus travel expenses (mileage and hotel fees) for a live auction and paddle raise for this fundraiser.

The tentative budget for the event is as follows:

Revenues:

250 tickets at \$225/couple: \$28,128 (previous events have sold 215-225 tickets)

Expenditures:

Misc. event fees (linens, decor, etc.): \$10,000

Auction fee: \$10,000

This would leave us with approximately \$8,128 in revenue, not including any auction sales. Friedman is dedicated to working with local vendors and restaurants to provide food and beverages for the event at no charge to the library.

As part of his fee, Goodman will be coaching the fundraising committee ahead of the event on how to attract attendees, how to find high value auction items, and how to best set up the event. Additionally, he offers some special trips as part of the auction package on consignment. The library only pays if the trip sells.

Past Books & Bites events have utilized a raffle for prize packages or a silent auction. We have never used a live auctioneer at fundraising events. In speaking with the director of the Birmingham Education Foundation, she noted that the BEF hired an auctioneer out of NYC for \$5000 in 2023. At their 2023 event, they raised \$18,700 with live auction and \$23,000 with paddle raise. Their ticket price per person was \$250.

Two items of concern on Goodman's contract are #5 and #6, which are related to the cancellation of the auction by the library or the inability for Goodman to perform at the auction. Both specify that the library would be responsible for the fee of \$10,000 if either instance were to happen. Because of this, I would like to have the library's attorney review this contract before entering into an agreement with Auction Results, LLC.

SUGGESTED BOARD ACTION

Motion to authorize Director Craft to sign the Engagement Agreement with David Goodman, Auction Results, LLC upon legal review by the library's attorney.



AuctionResults® LLC
RAISING FUNDS BY RAISING HANDS®

BENEFIT AUCTION AGREEMENT

Agreement, made this 26th day of February, 2025, by and between the Baldwin Public Library, with its principal offices located at 300 W. Merrill Street, Birmingham, Michigan 48009 (herein called “Seller”), and Auction Results®, LLC with offices at 2859 North Hermitage Avenue, Chicago, Illinois 60657 (herein called “Auctioneer”).

WITNESSETH:

WHEREAS, Seller, a 501(c)(3) non-profit organization owns certain tangible and/or intangible property (“Property”), which it desires to sell and dispose of at auction, and Seller desires to retain Auctioneer for purposes of auctioning same, on certain terms and conditions, hereinafter more fully set forth.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Seller hereby retains Auctioneer to provide pre-event consultation services and to act as Seller’s exclusive sales agent to sell at auction, the Property, at Seller’s private charity fundraising event (hereinafter called the “Event”) at the date, time and place (hereinafter called the “Premises”) enumerated herein. It is expressly understood and agreed that the Property and Premises shall at all times be under the care and supervision of the Seller who shall bear the cost of same, including by example (and not intended to be all-inclusive); room rental, security services, insurance, etc., and that Auctioneer’s services are limited to pre-event consultation (such consultation does not provide legal or tax advice) and bid calling services at the “Event”. Auctioneer will not collect money, provide bid spotters, forms, software, bidder paddles, etc.

2. The sale of the Property shall be conducted by Auctioneer at the Baldwin Public Library, 300 W. Merrill Street, Birmingham, Michigan 48009 “Premises” on October 10th, 2025 from 8:00 p.m. until 10:00 p.m. and Auctioneer is exclusively retained until completion of the sale of the Property at said “Event”. Seller agrees to provide accurate descriptions of the items to be sold in an unformatted Microsoft Word document no later than 10 days prior to the “Event” and to prepare and distribute for the “Event” all promotional and publicity materials, which promotional and publicity materials shall include the names, “David Goodman” and “Auction Results®, LLC”. Furthermore, Seller agrees to provide audio microphones and loudspeaker system (as specified by Auctioneer) for the use of the Auctioneer at the “Event” to effectuate the sale of the Property. Auctioneer reserves the right to audio or videotape the “Event” and to use said recordings to settle bid discrepancies or for promotional purposes.

3. Auctioneer shall receive from Seller as compensation, a flat fee of \$10,000, which fee shall be paid and delivered to Auctioneer no later than the start of the “Event”. Seller agrees to reimburse Auctioneer’s airfare, lodging and transportation expenses incurred in connection with the “Event”, and such payment shall be made within two (2) weeks of receipt by Seller of an invoice (with accompanying receipts) from Auctioneer for such expenditures.

4. Seller warrants to Auctioneer that it has good and merchantable title to and the right to sell the Property. It is expressly agreed that Auctioneer has no responsibility to purchasers or other third parties for failure of title, failure of merchantability, product liability or failure of Seller to deliver items to purchasers. Likewise, Auctioneer shall have no responsibility or liability for any of Seller’s debts, expenses or obligations, including without limitation, tax liabilities accruing or arising prior to, during or after the commencement of the “Event”. Seller hereby agrees to indemnify, defend and save harmless Auctioneer from any and all claims, costs and/or losses arising in connection with the “Event”.

5. In the event that the “Event” does not occur, Seller shall pay to Auctioneer any and all expenses incurred by Auctioneer in connection with the proposed “Event” including any attorney fees and costs plus the sum of \$10,000.

6. In the event that Auctioneer is unable to provide his services at the “Event” due to reasons beyond his control, Auctioneer shall have no liability to Seller for any loss or other claim in connection with the “Event”, or its failure to take place, and Seller shall not be entitled to the return of any prepaid fees or expenses. Under no circumstances shall Auctioneer be liable for any incidental or consequential damages.

7. This Agreement shall be governed by the laws of the State of Illinois and any dispute shall be finally resolved by the courts of the State of Illinois in the Circuit Court of Cook County.

8. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No change, alteration, modification or cancellation of this Agreement, in any respect, shall be valid or binding on either party, unless made in writing and signed by the parties hereto.

9. This Agreement may be executed in counterparts and forwarded by facsimile or electronic transmission by the parties. Each of the representatives signing this Agreement on behalf of the respective parties hereto represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereof, this Agreement shall be binding and enforceable in accordance with its terms against such party for who such representative has signed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Baldwin Public Library
 (“Seller”)

Auction Results®, LLC
 (“Auctioneer”)

By: Rebekah Craft

By: David Goodman

Title: Director

Title: President