



SAMPLE ATTORNEY CONSULTANT ENGAGEMENT LETTER

OCTOBER 24, 2008

Date:

Mr/Ms. _____, Board Chairperson
_____ Community Action Agency, Inc.

_____, _____

Re: Agreement For Services
_____ **Community Action Agency, Inc.**
Our C/M # _____.

Dear Mr./Ms. _____:

We are pleased that the _____ Community Action Agency, Inc. (“_____”), has asked _____, to provide consulting services. Our firm’s policy is to use an engagement letter to define the scope of our firm’s services. This letter will confirm the terms of your engagement of this firm and will describe the basis on which our firm will provide consulting services to _____.

Accordingly, we submit for your agency’s approval the following provisions governing our engagement. If your agency is in agreement, please have the enclosed copy of this letter signed on behalf of the agency in the space provided and returned to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve your agency.

1. Client; Scope of Representation. Our client in this matter will be the _____ Community Action Agency, Inc. (“_____”). We will be engaged to provide consulting services to the Board of Directors in connection with legal issues that come before it, particularly those that relate to the Head Start program. You may limit or expand the scope of our engagement from time to time, provided that any substantial expansion must be agreed to by us.

2. Term of Engagement. Either _____ or our firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect _____’s interests in the above matter and, if your agency requests, we will suggest to _____ a possible successor and provide it with whatever papers your agency has provided to us.

Unless previously terminated, our representation of _____ will terminate upon our sending our final statement for services rendered. Following such termination, any otherwise nonpublic information your agency has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your agency's request, its papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. Our own files, including work product, pertaining to the matter will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

3. Fees and Expenses. Our fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates currently range from \$_____.00 per hour for new associates to \$_____.00 per hour for senior shareholders. I will be the primary shareholder responsible for this matter; my specific rate for this matter is \$_____.00 per hour. Time devoted by assistants is charged at billing rates ranging from \$_____.00 to \$_____.00 per hour. These billing rates are subject to change from time to time. Other factors may be taken into consideration in determining our fees including the responsibility assumed, the novelty and difficulty of the problems involved, particular experience or knowledge provided, time limitations imposed by the client or the transaction, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our engagement.

We will include on our statements separate charges for performing services such as photocopying, faxing, and delivery service, and for expenses such as computerized research, travel, long-distance telephone, long-distance facsimile, word processing, and search fees. Fees and expenses of others (such as accountants) generally will not be paid by us, but will be billed directly to _____. We may also ask _____ to pay in advance for any significant expenses to be incurred by us on _____'s behalf.

Statements normally will be rendered monthly for work performed and expenses incurred the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may cease performing services for _____ until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. A finance charge of 1.5% per month may be applied to balances unpaid for more than 30 days.

As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to _____ concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

4. Client Responsibilities. _____ agrees to cooperate fully with us and to provide promptly all information known or available as relevant to our engagement. _____ also agrees to pay our statements for services and expenses in accordance with paragraph 3.

5. Conflicts. As we have discussed, you are aware that the firm represents many other companies and individuals. _____ agrees that, during the term of this engagement, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for _____. _____ also agrees that, following the conclusion of this engagement, we may continue to represent or may undertake in the future to represent existing or new clients

Mr/Ms. _____

_____, 2008

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in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent contained in the preceding sentences shall not apply in any instance where, as a result of our engagement by _____, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to _____'s material disadvantage.

6. *Additional Provisions.* Our firm agrees that the terms contained in Appendix A to 45 C.F.R. pt. 74 are, to the extent applicable, incorporated by reference into this engagement letter as if set forth in full. Our firm warrants that it is in compliance with all relevant provisions of Appendix A and that it shall continue to comply with said provisions during the term of our engagement with _____.

We would like to warn you that confidentiality and the applicable privileges cannot be guaranteed with respect to communications sent and received by electronic messaging over the internet. Unless messages are encrypted or an alternative direct file transfer is maintained, messages may be reviewed by someone other than the intended recipient. Please keep this in mind when communicating by e-mail with our firm.

Once again, we are pleased to have this opportunity to work with your agency. It is understood that our client for purposes of this engagement is _____ Community Action Agency, Inc., and not any of its individual board members, employees, or any other entities whose interests in this matter are being represented by those individual members. Please review this letter carefully and, if it meets with the agency's approval, please have the enclosed copy of this letter signed on behalf of _____ Community Action Agency, Inc., and returned to me. Do not hesitate to call me if you have any questions or comments during the course of our engagement.

Sincerely,

FOR THE FIRM

____/____

Agreed and accepted:

By: _____

Title: _____