

ENGAGEMENT AGREEMENT

This Agreement is entered into by and between **FELDESMAN TUCKER LEIFER FIDELL LLP** (hereinafter referred to as "Attorneys") and **CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION** (hereinafter referred to as "Client").

1. **SCOPE OF REPRESENTATION.** Attorneys shall provide, at Client's request, advice and counsel concerning the terms and conditions of Client's Head Start and other federal funding. Attorneys will assist in other matters as Client and Attorneys may agree.

Client acknowledges that Attorneys will not be responsible for advising Client regarding State law issues that may arise; Attorneys will coordinate their efforts with Client's local counsel, if necessary.

2. **FEES.** Client will pay Attorneys a fee for their professional services in accordance with established hourly billing rates. The hourly rates are as follows:

- (a) \$650.00 per hour for Edward T. Waters ("responsible attorney");
- (b) Up to \$650.00 per hour for other partners and Senior or Of Counsel;
- (c) Up to \$450.00 per hour for associates;
- (d) Up to \$150.00 per hour for law clerks and paralegals.

Client further acknowledges and agrees that time spent by Attorneys on this matter prior to execution of this Agreement is fully billable.

Client agrees that the hourly billing rates set forth above may be increased, and if so, Client understands that said increase typically will be implemented in January. Client will be provided 30 days' written notice prior to any rate increases.

The responsible attorney may, in his discretion, have other attorneys or paralegals of the firm work on the matter(s) described above. Client agrees to pay Attorneys for all time spent on this matter, including, but not limited to, professional services rendered and attendance at meetings outside the office, including travel and wait time.

3. **EXPENSES.** Client shall be responsible for all out-of-pocket expenses incurred by Attorneys including, but not limited to, copying, long-distance telephone calls, postage, facsimile transmissions, computerized legal research, messenger service and expenses associated with travel.

4. **ADVANCE.** No advance is required at this time. Attorneys reserve the right to require one or more future advances in the event the initial advance or any additional advance is

exhausted. In the event any advance paid by Client is depleted, Client shall promptly replenish the advance at the request of Attorneys. If there is any unexpended portion of any advance, it shall be refunded at the conclusion of the matter.

5. **BILLING, PAYMENT AND INTEREST.** Attorneys will bill for time expended on Client's matter. Attorneys shall render a monthly invoice showing the hourly fees and expenses expended on Client's matter. Invoices setting forth outstanding amounts after crediting such fees and expenses against Client's advance shall be due and owing immediately upon receipt. Client shall pay outstanding amounts set forth on the invoice within thirty (30) days of the invoice date. Interest shall accrue on any unpaid amount at the rate of one percent (1%) per month beginning sixty (60) days after the invoice date. All payments made shall be applied first to accrued interest, if any, then to the oldest unpaid invoice (or any portion thereof), and then to later invoices until Client's account is current. Client understands that the imposition of interest for late payment shall not be construed as tacit acknowledgment that late payment is acceptable.

6. **FEE DISPUTES.** Client must notify Attorneys in writing of objections, if any, to an invoice within thirty (30) days of receipt of the bill or the invoice will be deemed proper and accepted by Client. Amounts in dispute shall not accrue interest. It is further agreed that, in the event the Attorneys' invoices are not paid, Client will be responsible for all legal fees reasonably expended to collect amounts owed to Attorneys.

7. **NO REPRESENTATIONS OR GUARANTEES.** Attorneys can make no accurate representations as to the time that will be required, the total fee that will be charged, or the expenses that will be incurred. Attorneys may express an opinion as to the total time the matter may involve or the total fee to be charged or the outcome of the matter, but it is clearly understood that any such expressions represent only their best estimate at the time. Any such opinions are not intended to and will not operate as binding estimates, promises, or guarantees.

8. **ETHICAL CONSIDERATIONS.** Attorneys affirm that, to the best of their knowledge, their involvement in this engagement does not result in a conflict of interest with any party or entity. Attorneys agree that, should any conflict or potential conflict of interest become known to Attorneys, Attorneys will immediately notify Client of the conflict or potential conflict, specifying the part of this engagement that gives rise to the conflict or potential conflict, and will advise the Client whether Attorneys will or will not resign from the other engagement.

9. **ATTORNEY WORK PRODUCT RESTRICTION.** Unless specifically contemplated by the parties, the Client agrees that it will not permit the Attorneys' work product prepared pursuant to this Agreement to be used by the Client, other organizations or individuals as a template or in any way other than specifically for the purpose of handling the matter, as described in paragraph 1 of this Agreement.

10. **WAIVER AND SEVERABILITY.** The parties agree that any failure by either party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any such breach or of such provision. If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules of professional conduct, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of this Agreement.

11. **AMENDMENTS.** There are no other Agreements or understandings of any nature whatsoever, oral or written, between Client and Attorneys regarding the subject matter of this Agreement. This Agreement may be amended only in writing and only if such amendment is signed by both Attorneys and Client. Any changes to Attorneys’ hourly billing rates in subsequent calendar years will be handled as set forth in paragraph 2 and shall not be subject to the requirements of this paragraph.

12. **TERMINATION.** Either party may terminate this Agreement at any time by written notice to the other, and Attorneys’ representation shall cease upon receipt of such notice unless the notice states otherwise. Attorneys shall be entitled to payment in full for the fees associated with the time spent and costs incurred up to and including the date written notice of termination is received or the effective date of termination, whichever is later. Client understands that if a reasonable arrangement for payment of any outstanding bill is not made within sixty (60) days of the invoice’s payment due date, Attorneys may, in their discretion, exercise the right to withdraw from representation of Client upon reasonable and proper notice, even though the matter may still be ongoing.

13. **DULY AUTHORIZED REPRESENTATIVES.** To the extent that authorization of Client is required by, or is appropriate under, this Agreement, such authorization may be given by Elizabeth Murphy, Chief Operating Officer, or by such other person as Ms. Murphy may designate in writing, and any such authorization will be binding upon Client.

SIGNATURE AND EFFECTIVE DATE

By their signatures below, Client and Attorneys certify that they have read this Agreement, that they agree to its terms and conditions, and that they are authorized to enter into agreements such as this one. This Agreement shall become effective on the signature date of the party last signing.

FELDESMAN TUCKER LEIFER FIDELL LLP

**CHAMPAIGN COUNTY REGIONAL
 PLANNING COMMISSION**

By:  _____

By: *Elizabeth Murphy* _____

Title: Managing Partner

Title: Chief Operating Officer

Date: 1/10/2022

Date: 1-10-2022