

[Date]

[Local Counsel Name]

[Law Firm Name]

[Address]

[City, State, Zip]

Re: Engagement of Local Counsel - [Client Name] - [Taxing Authority Case/Matter Number]

Dear [Local Counsel Name],

This letter confirms that [Lead Law Firm Name] ("Lead Counsel"), on behalf of our client, [Client Name] ("Client"), wishes to engage [Local Counsel Law Firm] ("Local Counsel") to act as local counsel in connection with a tax controversy matter involving [Taxing Authority, e.g., State Department of Revenue] for the tax periods [Tax Years/Periods].

Scope of Services

Local Counsel will provide legal services including, but not limited to:

1. Advising on local court rules, procedures, and administrative practices.
2. Reviewing and signing pleadings, motions, and other legal filings as required by local rules.
3. Appearing at hearings, conferences, or depositions as requested.
4. Assisting with service of process and filing logistics within the jurisdiction.

Coordination and Authority

Lead Counsel shall maintain primary responsibility for the strategic direction of the case and the drafting of substantive legal documents. Local Counsel will report to and coordinate all activities through [Lead Attorney Name] at Lead Counsel's firm.

Fees and Expenses

It is understood that Local Counsel's fees will be based on [Hourly Rates/Fixed Fee]. Local Counsel shall submit monthly invoices directly to [Client Name/Lead Counsel]. [Specify if Lead Counsel or Client is responsible for payment]. Expenses such as filing fees and courier costs will be reimbursed at cost.

Conflicts of Interest

By executing this letter, Local Counsel confirms that it has performed a conflict-of-interest check and that no conflicts exist regarding the representation of the Client in this matter.

Confidentiality and Work Product

All communications and information exchanged between Lead Counsel and Local Counsel regarding this matter shall be protected by the attorney-client privilege and the work-product doctrine to the fullest extent permitted by law.

Termination

Either party may terminate this engagement upon written notice, subject to applicable ethical rules and court requirements regarding withdrawal of counsel.

Please indicate your acceptance of these terms by signing and returning a copy of this letter.

Sincerely,

[Name of Lead Attorney]

[Lead Law Firm Name]

Agreed and Accepted:

Signature: _____

Printed Name: [Local Counsel Name]

Date: _____