

MEMORANDUM

Date: April 24, 2025

To: Financial, Expenditure and Legal Subcommittee

From: John Winkler, General Manager

Re: District Legal Services

The District currently has an agreement with Husch Blackwell, District Legal Counsel, which outlines the scope of services, terms of agreement for services, etc.

Per the attached letter from District Legal Counsel, Husch Blackwell proposes to renew the engagement and terms for legal services from May 9, 2025 to June 30, 2028. The District first entered into an agreement for legal services with Husch Blackwell in May of 2014 and due to exceptional performance, the Board of Directors extended the contract multiple times over the last eleven years.

It is proposed that the District enter into a new agreement for the provision of legal services with Husch Blackwell, as attached; for a period of three years beginning on May 9, 2025 to June 30, 2028.

Therefore, Management recommends that the Subcommittee recommend to the Board of Directors, that the Board approve the proposed legal services agreement with Husch Blackwell, per the terms and conditions outlined in said agreement, for a period to begin upon execution of agreement from May 9, 2025 to June 30, 2028 subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

HUSCH BLACKWELL

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Admitted in Georgia, Nebraska

April 14, 2025

VIA EMAIL

Mr. John Winkler

General Manager

Papio-Missouri River Natural Resources District

8901 S. 154th Street

Omaha, NE 68138

Re: Agreement for Legal Services

Dear Mr. Winkler and Directors:

It truly has been a privilege to serve as the Papio-Missouri River Natural Resources District's legal counsel, and I am thankful that you have requested an extension to our agreement. This letter is to confirm our discussion about the engagement and to set forth the terms under which we will provide the requested services from May 8, 2025 to May 11, 2028.

Client and Scope of Representation. Our client for this engagement will be Papio-Missouri River Natural Resources District ("you"). It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to Papio-Missouri River Natural Resources District, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be Papio-Missouri River Natural Resources District. We will not consider entities affiliated with as our clients for the purpose of checking future conflicts of interest.

We are being retained to provide general legal services and representation to the Papio-Missouri River Natural Resources District, as directed by the Board of Directors acting through the General Manager. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter. We may on occasion and at our sole discretion provide you with general information concerning recently enacted laws, legislative changes, or other pertinent legal subjects and developments that are outside the scope of our representation of you, with the sole purpose of fostering your awareness of legal developments that could affect your interests generally. Our provision of such general information is not an agreement to provide legal services to you regarding any such laws or developments unless you request, and we specifically agree, that we do so.

Conflicts. As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to those during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Papio-Missouri River Natural Resources District, including litigation.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. We ask that you agree that we may use such personnel as is appropriate in our professional judgment. Our hourly rates for attorneys range from \$325 to \$1,250. The firm also employs paralegals and their rates range from \$225 to \$500. Other

professionals employed in certain specialty areas have rates that range from \$250 to \$710. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule. Additionally, it is the firm's policy to bill for providing responses to audit letter requests. Should this type of work materialize, we charge a flat rate of \$250 to \$2,000 based on the complexity of the request and the time and resources expended by the members of the audit letter team. The flat fee covers all of the work of our centralized audit letter team to prepare the audit letter response. The flat fee does not include the time the attorneys handling your matter(s) spend preparing descriptions of actual or potential loss contingencies, which may be billed separately.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. If you wish to pay our invoices electronically, you may do so through our secure online payment portal: <https://www.huschblackwell.com/paymentportal>. Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Communications. We understand that we are to report to and take direction from John Winkler for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Corporate Transparency Act. The Corporate Transparency Act (“CTA”), in effect as of January 1, 2024, was enacted by Congress as part of the Anti-Money Laundering Act of 2020. In general, the CTA imposes certain disclosure and filing requirements on corporations, limited liability companies, and similar entity structures regarding information about natural persons who own and/or form these entities. The provisions of the CTA could apply to you. If you require legal advice related to understanding the CTA’s requirements and implications, please let us know and we can connect you with the appropriate attorneys within the firm to discuss those needs. Our firm has, however, determined that, due to the number of third-party service providers in the compliance industry with established services tailored to facilitate adherence to the CTA, we will not undertake to submit, on behalf of our clients, any required filings or undertake other compliance activities imposed by the CTA. Upon request, we will refer you to such third-party service providers, but in no event will Husch Blackwell undertake any CTA-related filings or other compliance activities on your behalf. Whether or not you ask and we undertake to advise you regarding the requirements imposed by the CTA, the responsibility for making any required filings in compliance with the CTA rests solely with you. This responsibility further extends to your successors in interest, beneficiaries, or any other related parties who may be affected by such legal developments.

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

Conclusion of Representation. Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,

HUSCH BLACKWELL LLP

By:



Brent A. Meyer
Partner

ajr
HB EGL v2024.09.01 XD

AGREED:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By:

Name: John Winkler

Title: General Manager

Dated: _____