

Agenda Item: 8.

MEMORANDUM

TO: Financial, Expenditure and Legal Subcommittee
SUBJECT: District Legal Services
DATE: November 5, 2013
FROM: John Winkler, General Manager

The District currently has a retainer agreement with District Legal Counsel which outlines the scope of services, terms of agreement for services, etc.

Per the attached memo from District Legal Counsel, Mr. Peters plans to retire sometime in the summer of 2014. Currently, the District has \$259,500 budgeted for legal work this fiscal year (\$214,500 projects/\$45,000 general). In the past three fiscal years the District has paid Mr. Peters an average of \$103,331 per year.

It is proposed that the District enter into an agreement with Mr. Peters, as attached; and that he become a temporary, at will, in-house attorney until June 30, 2014 or 30 days after notification is sent to Mr. Peters, terminating said agreement.

During this time period the District will establish the scope of future legal services required and an RFP process to select future legal representation.

The benefits to this arrangement are three fold. First, the District will realize a financial savings by paying Mr. Peters a set salary which is far below what the District has budgeted for legal work this fiscal year. Second, Mr. Peter's time will be solely dedicated to the needs of the District without the distraction of servicing other clients. Third, Mr. Peter's vast knowledge and experience in District affairs will be available to assist in a smooth and seamless transition with future legal counsel.

Therefore, Management recommends that the Subcommittee recommend to the Board of Directors, that the Board approve the proposed employment agreement, per the terms and conditions outlined in said agreement, for a period to begin upon execution of agreement and end on June 30, 2014 or upon 30 day notice requirement, subject to changes deemed necessary by the General Manger and approval as to form by District Legal Counsel.

PAUL F. PETERS
Attorney

To: Board of Directors and General Manager
Papio-Missouri River Natural Resources District

Date: October 23, 2013

Re: Retirement

Dear Clients:

As I have advised General Manager Winkler, I have been planning my retirement from the practice of law.

In anticipation of retirement, I have been avoiding the acceptance of new work from clients other than the NRD. However, sooner than I expected, almost all of my work for other clients now has been concluded.

In addition, our Omaha Tower office lease expired this month and the landlord would not renew it. The space apparently has been demanded by defense contractor Raytheon, which seems to believe that national security is threatened by the presence of lawyers on one of its floors.

In a nutshell, I believe that an auspicious time for me to retire is evident on the horizon.

I would like to do all that I can to ease the NRD'S transition to replacement legal counsel and so, if the NRD desires, I would be happy to continue to advise and represent the NRD, as the NRD determines necessary or convenient, while the NRD accomplishes the transition.

I have been invited to join another firm, but I have no perceived need to integrate my practice with that of another firm for the relatively brief period that would be required for the NRD to replace me in an orderly manner.

I would prefer to complete my career with the NRD as a temporary, at-will, in-house employee, which I think would give the NRD the benefit of the most productive and economical use of my professional time during the transition period.

I have been and will remain grateful for the privilege of representing the NRD and handling its challenging and varied legal work for a longer tenure than anyone could have contemplated at the start.

**EMPLOYMENT AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
PAUL F. PETERS, ATTORNEY**

For and in consideration of their mutual covenants hereinafter expressed, PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“NRD”) and PAUL F. PETERS (“ATTORNEY”) hereby agree as follows:

The NRD hereby retains ATTORNEY, and ATTORNEY hereby accepts such retainer, as the NRD’S in-house, at-will, temporary employee to represent the NRD as its legal counsel during the NRD’S search for, negotiations with, retention and indoctrination of an attorney and/or law firm to assume employment by the NRD as the NRD’S replacement legal counsel.

Such retainer shall be for a term commencing upon the complete execution of this agreement by the parties and such term shall terminate thirty (30) days after the NRD’S General Manager provides to ATTORNEY notification of the NRD’S termination of such term, or on June 30, 2014, whichever first occurs.

In return for the services of ATTORNEY, the NRD shall compensate ATTORNEY at the rate of \$7,500 per month, to be paid subject to withholding on the ____ day of each month during the term of this agreement, without providing to ATTORNEY any health insurance or any other benefits that may be provided to other NRD employees.

During the term of this agreement ATTORNEY shall be subject to the supervision and direction of the NRD’S General Manager, and ATTORNEY shall be provided with such office space, equipment, supplies and services as are customarily provided by the NRD to its project managers.

Dated as of this ____ day of _____, 2013.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

**By _____
General Manager**

**_____
PAUL F. PETERS**