

CLINE WILLIAMS

ENGAGEMENT AGREEMENT FOR LEGAL SERVICES

This Engagement Agreement for Legal Services (“Agreement”) confirms that the City of Crete, Nebraska (the “City”) hereby retains and employs the law firm of Cline Williams Wright Johnson & Oldfather, L.L.P. (“Cline Williams”) as its attorneys. Cline Williams’ representation of the City will begin upon Cline Williams’ receipt of a signed copy of this Agreement.

Retention and Scope of Engagement. In addition to other legal services for which the City may engage Cline Williams from time to time, the City hereby retains Cline Williams to provide legal services to the City while its City Attorney is on maternity leave. Cline Williams engagement under this Agreement shall include all legal work specifically requested by the City, and it is expected to include, at a minimum, attendance at City Council meetings, committee meetings, and Planning Commission meetings, and related legal work. The legal services which Cline Williams will provide under this Agreement are limited to those services set forth in this paragraph, and will not include advice on tax-related or other issues or matters unless and to the extent specifically requested by the City and included in the scope of Cline Williams’ representation as set forth above.

It is the City’s responsibility to ascertain whether the City is covered by any insurance for either liability or legal expenses. If so, the City is responsible to notify the City’s insurers of the claim or potential claim and Cline Williams’ involvement as soon as possible. It is also the City’s responsibility to inform Cline Williams if the City believes that the City has insurance coverage for the specific matter for which Cline Williams has been retained.

Client Liaison and Cline Williams Liaison. Tom Ourada (City Administrator) will be the City’s primary client contact for Cline Williams in connection with the legal services provided by Cline Williams pursuant to this Agreement. Alison Janecek Borer will be the Cline Williams attorney who will serve as the primary contact for the City for the legal services provided by Cline Williams pursuant to this Agreement.

Fees for Legal Services. Cline Williams’ fees for legal services will be charged based upon the amount of time each attorney and paralegal expends on legal services provided pursuant to this Agreement multiplied by an hourly rate Cline Williams assigns annually to each attorney or paralegal.

The hourly rates assigned to each Cline Williams attorney and paralegal vary depending on the experience of the professional involved. The hourly rates for the attorneys and paralegals who, at this time, have been identified as likely to provide legal services on this matter and their present hourly rates are as follows:

Henry L. Wiedrich	\$425/hour
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John F. Zimmer \$360/hour

Alison Janecek Borer \$335/hour

Other Cline Williams attorneys and paralegals may be assigned to work on certain aspects of this matter as needed. Cline Williams' hourly rates are subject to annual, internal reviews and adjustments, and Cline Williams reserves the right to revise those hourly rates accordingly. The hourly rates noted above for this engagement will not be adjusted in 2025.

Additional Charges. In addition to the fees for legal services provided for above, Cline Williams may incur expenses on the City's behalf for which the City will be obligated to reimburse Cline Williams. Invoices for expenses charged by third parties will be submitted by Cline Williams to the City for direct payment, whenever possible. The City agrees to reimburse Cline Williams for all expenses incurred by Cline Williams in connection with this matter, or, if the City is billed directly for these expenses, to make prompt payment directly to third parties. Such expenses shall include, but not be limited to, all filing fees, charges for service of process, witness fees, court costs, deposition costs, travel expenses for Cline Williams attorneys, document reproduction costs, expenses for investigators, consultants or experts necessary to assist in representation of the City's interest, and all other expenses necessarily incurred by the City or Cline Williams in connection with Cline Williams' representation of the City with respect to this matter.

In addition, Cline Williams pays its electronic research service provider a monthly subscription fee. Electronic research done outside of Cline Williams' subscription will be billed to the City at the cost charged Cline Williams by the electronic research service provider.

Billing. Cline Williams will send the City monthly statements for fees and expenses charged in connection with Cline Williams' representation via email to Tom Ourada at tom.ourada@crete.ne.gov.

All billing statements not paid within forty-five (45) days of the billing statement date will be deemed to be past due and interest will accrue from the billing statement date on all amounts set forth in the statement at the rate of one percent (1%) per month.

If the City has any questions about any invoice, the City should raise them with Cline Williams as soon as possible. If any portion or element of an invoice is questioned, then the remainder of the invoice is to be paid within 30 days.

The City further agrees that the proceeds of any recovery by the City, whether by settlement, judgment, levy or otherwise, are available to satisfy the fees and expenses owing Cline Williams, and Cline Williams shall possess a lien upon all funds recovered to secure payment of fees and expenses.

The City is ultimately responsible for payment of Cline Williams' billing statements, even though a third party may have agreed with the City to do so on the City's behalf. An attorney may accept payment for fees from someone other than a client so long as (1) the client consents after consultation and full disclosure, (2) the third

party does not interfere with the attorney's independence of professional judgment or with the attorney-client relationship and (3) the attorney preserves client confidences in accordance with the ethical duty of confidentiality. To the extent a third party, such as an insurance company, will be paying the City's legal expenses, the City is Cline Williams' client and Cline Williams is performing services on the City's behalf, not on the third party's behalf. The City controls the decisions.

Insurance billing guidelines may require Cline Williams to provide some level of detail about the services provided to the City. Insurance companies normally consider the billing information confidential.

Withdrawal from Representation. Cline Williams reserves the right to withdraw from representation under circumstances permitted by applicable rules of professional conduct. These situations include, but are not limited to: the City's failure or refusal to carry out its promises in this Agreement; a conflict of interest that prevents Cline Williams' continued representation, or where the City's conduct makes continued representation by Cline Williams unreasonably difficult.

Termination of Representation. When Cline Williams has completed the scope of work for which Cline Williams has been retained under this Agreement, Cline Williams will consider Cline Williams' representation of the City pursuant to this Agreement to have ended.

The City may terminate Cline Williams' representation at any time, with or without reason. The City's termination of Cline Williams' representation in no way relieves the City of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of Cline Williams' file materials.

Dated this _____ day of _____, 2025.

CITY OF CRETE, NEBRASKA

By: _____
Dave Bauer, Mayor

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

By: s/ Alison Janecek Borer
Partner