

CONTRACT

This Contract, by and between **LINCOLN-LANCASTER COUNTY RAILROAD TRANSPORTATION SAFETY DISTRICT**, hereinafter referred to as the "District," and **CROSBY GUENZEL LLP**, a law partnership located in Lincoln, Lancaster County, Nebraska, referred to in this agreement as the "Firm," is to be effective as of July 1, 2021. The parties hereto do mutually agree as follows:

1. Retainer. Within 30 days following the effective date of this Contract, the District shall pay to the Firm the sum of \$600.00 as an annual retainer. The Firm, in consideration of the payment of said annual retainer, agrees to attend four (4) regular meetings of the Board of Directors of the District for one (1) year following the effective date of this contract.

2. Hourly Rates. The District and the Firm agree that for legal services actually performed for the District by the Firm, the District shall be charged at the following standard hourly rates:

(a)	Partners	-	\$155.00
(b)	Associates	-	\$100.00

3. Billings. Regular monthly statements will be submitted to the District for all services rendered by the Firm to the District during the preceding month. Such billings shall not include any charges for attendance at four (4) regular Board meetings, which services are included in the retainer.

4. Out-of-Pocket Expenses. The District agrees to assume and pay for all out-of-pocket disbursements incurred by the Firm on behalf of the District. These expenses shall include filing fees, witness fees, travel, sheriff's and constable fees, expenses of depositions, investigative expenses, and other incidental expenses. The Firm agrees to obtain the District's prior approval before incurring any expense on behalf of the District in excess of \$200.00.

5. Entire Agreement. This agreement constitutes the entire agreement between the parties, and any prior understandings or representations of any kind preceding the date of this agreement shall not be binding on either party, except to the extent incorporated in this agreement.

6. Modification of Agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing and signed by an authorized representative of each party.

7. Termination. This contract shall terminate June 30, 2022. The contract may also be terminated at any time during the term of this contract by either party upon 30 days written notice to the other party.

8. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, each party has executed this Agreement on the date set opposite their name.

Dated: February 1, 2021.

Dated: March _____, 2021.

CROSBY GUENZEL LLP

**LINCOLN-LANCASTER COUNTY
RAILROAD TRANSPORTATION
SAFETY DISTRICT**

By: 
Partner

By: _____
RTSD Board President

By: _____
Roger Figard
Executive Director RTSD