



*RANDALL L. GOYETTE (IA)
STEPHEN S. GEALY
GAIL S. PERRY
DALLAS D. JONES
JILL GRADWOHL SCHROEDER
DAVID A. DUDLEY
BRENDA S. SPILKER
MARK A. HUNZEKER
WILLIAM G. BLAKE
WILLIAM F. AUSTIN

JARROD S. BOITNOTT
*TIMOTHY E. CLARKE (IA)
ANDREW M. LOUDON
*CHRISTINA L. BALL (KS)
JENNY L. PANKO
*CAROLINE M. WESTERHOLD (IA)
JARROD P. CROUSE
ANDREA D. SNOWDEN
*PAUL T. BARTA (IA)
*COLIN A. MUES (IA)

(* ADMITTED IN OTHER STATES)

*TORREY J. GERDES (IA)
*ROBERT S. LANNIN (IA, MO)
JENNIFER S. CASWELL
BRETT E. EBERT
*THOMAS B. SHIRES (IA)
*EMILY R. MOTTO (IA)
*AMANDA M. PHILLIPS (IA)
ANN K. POST
KARA E. BROSTROM
MEGHAN L. CHAFFEE
*ZACHARY W. ANDERSON
(MO, AZ, NV)

OF COUNSEL:
PETER W. KATT
W. SCOTT DAVIS
WALTER E. ZINK II
DONALD R. WITT
ROBERT T. GRIMIT

September 6, 2017

VIA EMAIL

dcyr@lancastr.ne.gov

Douglas D. Cyr
Deputy County Attorney
Justice & Law Enforcement Center
575 S. 10th Street
Lincoln, NE 68508-2866

RE: Nancy Weber v. Lancaster County

Dear Doug:

Pursuant to your request, this letter sets forth the basic terms upon which you, on behalf of Lancaster County, Nebraska, have engaged our firm to represent Lancaster County in the litigation in the following matter: Lawsuit filed by Lloyd Nancy Weber in the United States District Court for the District of Nebraska at 4:17-cv-03117 against Lancaster County for damages. The purpose of this letter is to acknowledge our acceptance of this engagement, to set forth the anticipated scope of our services, to describe the billing policies and practices that will apply to the engagement and to set forth other basic terms of our representation.

1. **Scope of Engagement.** In general, you have indicated that we will be called upon to defend claims by Nancy Weber as set forth above. The time frame in which these services will be performed cannot be determined precisely at the present time.
2. **No Conflict of Interest.** We have reviewed the firm's client list, and based upon our understanding of the scope of engagement, this representation of the firm's other clients does not conflict with the representation of Lancaster County in this matter.
3. **Billing Policies and Procedures.** It has been our experience that the relationship of this firm with its clients is best served when there is a mutual understanding of our billing policies and procedures. All attorneys and legal assistants in our firm are assigned hourly rates commensurate with their respective level of skill and experience.

We will charge you for the required representation on the basis of our hourly rates in effect when services are performed. We reassess our hourly rate schedules from time to

OMAHA OFFICE
ONE PACIFIC PLACE
1125 S. 103RD STREET SUITE 400 OMAHA, NE 68124
PHONE 402.934.5468

LINCOLN MAIN OFFICE
WELLS FARGO CENTER
1248 O STREET SUITE 600 LINCOLN, NE 68508
PHONE 402.475.1075 · FAX 402.475.9515

SYRACUSE OFFICE
920 12TH STREET SYRACUSE, NE 68446
PHONE 402.269.3200

time, generally on an annual basis in January of each year. I anticipate that I will perform the primary services related to this matter and that I will make staffing decisions regarding this matter with the objective of rendering services on the most efficient and cost-effective basis.

Our current hourly rates for this matter follow:

Partner \$210

Associate \$180

Law Clerk \$125

Legal Assistant \$100

*If insurance coverage is applicable, our services will be provided to Lancaster County at the rates agreed upon between the firm and the insurer.

It is our policy to serve you with the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we will also charge separately for certain costs and expenses, including filing fees, messenger services, copying charges, document retrieval, computer research, court reporter transcripts and other costs and expenses incurred on your behalf. We will send you a statement for routine expenses, but certain larger expenses by third-party vendors may be forwarded by us to you for direct payment to that vendor.

Any estimate of anticipated fees that we have provided, or may provide to you at your request, for purposes of budgeting or otherwise as necessary are an estimation of potential fees. Actual fees will be determined in accordance with the policies set forth above.

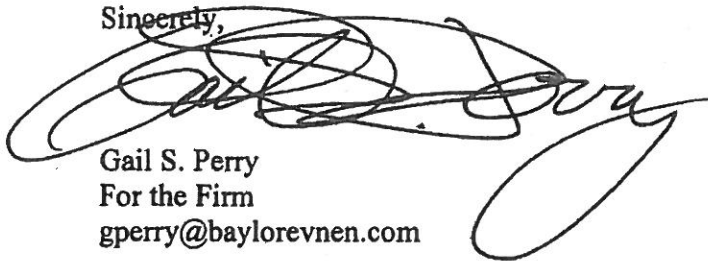
We will bill monthly for time and expenses and send those bills to you by mail. We make every effort to include expenses in the statement for the month in which they were incurred. Our billing statements are due and payable upon receipt. If insurance coverage is applicable, we will bill as directed by the insurer and treat any deductible in accordance with the insurer's policies.

4. General Responsibilities of Attorney and Client. We will provide the legal services described above for the benefit of Lancaster County for which you will be billed in the manner set forth above. We will keep you apprised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

5. Place of Performance and Governing Law. The legal services we will provide will be performed in the State of Nebraska, even if our representation may require attorneys to travel outside of Nebraska on your behalf. The attorneys in our office are not licensed to practice in any state other than Nebraska, and our relationship will be governed by the laws of the State of Nebraska.

We will look forward to working with you. If you have any questions concerning the relationship as outlined in this letter, please let me know promptly, otherwise, please sign and return a copy of this engagement letter.

Sincerely,



Gail S. Perry
For the Firm
gperry@bayloreven.com

GSP/dwilmore

APPROVED AND AGREED BY _____

ITS _____

Date: _____

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