

Dave Heineman  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES  
Brian P. Dunnigan, P.E. [REDACTED]  
*Acting Director*

July 8, 2008

IN REPLY TO:

Michael G. McDonald, President  
MCDONALD MORRISSEY ASSOCIATES INC.  
11735 Bowman Green Drive  
Reston, VA 20190

RE: NDNR Service Contract No. 284

Dear Mr. McDonald:

Enclosed is one of the two originals of the fully executed contract between McDonald Morrissey Associates, Inc. and the Nebraska Department of Natural Resources. Thank you for your prompt attention to its execution.

Sincerely,

A handwritten signature in cursive script that reads "Pam Andersen".

Pamela D. Andersen  
General Counsel

cc: James R. Williams, P.E.

legal/andersen/2008

301 Centennial Mall South, 4th Floor • P.O. Box 94676 • Lincoln, Nebraska 68509-4676 • Phone (402) 471-2363 • Telefax (402) 471-2900

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DNR 005961

**CONFIDENTIAL ATTORNEY CLIENT PRIVILEGE  
ATTORNEY WORK PRODUCT**

CONSULTING AGREEMENT

This Consulting Agreement with Exhibits "A" and "B" identified below, made this <sup>2nd</sup> ~~June~~ <sup>July</sup> day of ~~June~~ 2008, is by and between the Nebraska Department of Natural Resources (the "Department"), the office of the Nebraska Attorney General ("Attorney General"), and McDonald Morrissey Associates, Inc. ("Project Consultant").

WHEREAS, the State of Kansas, the State of Nebraska and the State of Colorado have entered into an interstate compact for the orderly division of the waters of the Republican River (the "Republican River Compact" or the "Compact");

WHEREAS, THE State of Kansas previously sued the State of Nebraska and the State of Colorado in the United States Supreme Court regarding the interpretation of the Compact and the three states reached a settlement (the "Settlement") in that prior action;

WHEREAS, the States of Kansas, Nebraska and Colorado have recently disagreed on the implementation of the Settlement and there is an imminent threat of litigation against the State of Nebraska by the State of Kansas or the State of Colorado or both regarding the Compact and Settlement;

WHEREAS, pursuant to Nebraska Revised Statutes, Section 61-206 the Department has been given jurisdiction over all matters pertaining to water rights for irrigation, power, or other useful purposes except as such jurisdiction is specifically limited by statute and is responsible for issuing surface water appropriations, the registration of groundwater wells and other matters relating to the use of water in the State of Nebraska pursuant to Chapter 46, Articles 2, 6 and 7 of the Nebraska Revised Statutes;

WHEREAS, the Compact states in Article IX that "it shall be the duty of the three States to administer this compact through the official in each State who is now or may hereafter be charged with the duty of administering the public water supplies," and the Governor of the State of Nebraska has appointed the director of the Department to represent the State of Nebraska on the Republican River Compact Administration;

WHEREAS, it is the duty of the Attorney General of the State of Nebraska to commence, prosecute and defend any and all actions affecting the rights of Nebraska water users in interstate streams against appropriators in any other state, and to take such steps as in his judgment are required to protect any and all interests of appropriators of water within Nebraska in such cases pursuant to Nebraska Revised Statutes, Section 84-207 and to appear and defend actions and claims against the State of Nebraska pursuant to Nebraska Revised Statute, Section 84-205(1); and

WHEREAS, the Project Consultant provides the type of expert witness services that are necessary to defend and explain the Department's actions to the other Compact states, and to assist the Attorney General in defending and representing the State of Nebraska in any litigation or negotiations or arbitrations prior to the filing of a lawsuit and the Department and the Attorney General have chosen the Project Consultant because of its expertise and knowledge in a very specialized area;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Term.

This Agreement shall be for a term commencing on July 1, 2008 and continuing thereafter until June 30, 2011 unless terminated without cause by either party upon delivery to the other party of thirty (30) days prior written notice, or with cause immediately upon written notice, or with the final completion of all services required to be performed by Project Consultant and payment by the Department pursuant to the terms of this Agreement. Prior to June 30, 2011, the parties may by agreement renew the Agreement by written amendment signed by all parties for an additional one year period. There shall be no more than a total of four annual renewals, except that the existence of said right of renewal does not create an obligation on the part of the Department to renew said Agreement nor create an expectation by the Project Consultant that said Agreement will be renewed.

2. Scope of Service.

- A. Services: All project management services shall be performed on a task order basis after approval by the Department's Project Manager and the Attorney General's designee. Task orders are not valid unless signed by the director of the Department.
- B. Project Schedule: Project Consultant shall commence its work in accordance with direction from the Department and all deadlines, completion dates and timelines shall be agreed to in writing. During the course of preparing the Department's defense and explanation of its actions in implementing the Compact and Settlement, the Project Consultant agrees to participate in and attend, in person or by telephone, meetings as necessary in Lincoln, or at other locations, with the Department for the purpose of discussing the Compact and Settlement and any negotiations or arbitration that may occur prior to suit being filed by the State of Kansas or the State of Colorado, or as may be necessary for any activities related to litigation and for making assignments of work items. Project Consultant will, at each meeting, present a brief report on what was accomplished and its recommended work plan for the future. As to particular tasks, in the absence of a defined schedule, reasonable practices of professional consultation will dictate.

- C. Project Delays: Time is of the essence of this Agreement. In the event that there are delays to tasks undertaken on the task orders for reasons beyond the Project Consultant's control, the parties shall mutually agree to adjust the schedule in writing to accommodate such delays. Project Consultant shall make reasonable efforts to avoid delays and to complete all services in a professional and timely manner.
- D. Project Manager:
- (a) The Department's Project Manager is Jim Williams. His telephone number is 402-471-1026. His address is: Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. His email address is [jwilliams@dnr.ne.gov](mailto:jwilliams@dnr.ne.gov).
- (b) The Project Consultant shall designate a person as the Consultant's Project Manager to direct the Project Consultant's work and coordinate the Project Consultant's work with the Department and the designee of the Nebraska Attorney General's Office. The Project Consultant shall advise the Department's Project Manager in writing of the name of the person designated as the Consultant's Project Manager by July 1, 2008.
- (c) Communications shall be through the respective Project Managers. To maintain privilege and confidentiality, the Project Consultant shall receive all assignments from and report directly to the Department's Project Manager and will refrain from disseminating any information to any other entity except the Attorney General's designee as provided below unless release of such information has been approved by the Department's Project Manager.
- (d) The Project Consultant shall keep Justin Lavene, the designated representative of the Attorney General's office, fully advised as to the nature of the services being performed, and shall provide its work products to the Attorney General's designee. Justin Lavene's address is Attorney General's Office, P.O. Box 98920, Lincoln, NE 68509-8920.

3. Compensation.

- A. The Department shall pay compensation to the Project Consultant at the rates set forth below.

Michael G. McDonald	\$200.00 per hour
Daniel J. Morrissey	\$180.00 per hour
Associate	\$100.00 to 150.00 per hour
Project Engineer/Geologist	\$80.00 to \$120.00 per hour
Drafter	\$55.00 to \$70.00 per hour

The contract amount not to exceed \$300,000.00 in total and not more than \$100,000 in any contract year. The compensation rates of the Project Consultant shall be subject to adjustment negotiated between the Department and Project Consultant. Such adjustment will be agreed to in writing and signed by all parties as an amendment to this Agreement.

- B. Project Consultant shall be reimbursed for any actual expenses and costs incurred by Project Consultant in the performance of this Agreement subject to the Billing

Guidelines agreed to in writing by the parties and described in Exhibit "A". Exhibit "A" is attached to this Agreement and the terms are hereby incorporated by reference.

- C. Compensation payments shall be made by the Department on a monthly basis after submission by Project Consultant of a detailed, itemized statement of account showing services rendered, time expended and additional expenses and charges. The final billing for all services rendered under this Agreement must be made within thirty days of the last day of the term or payment is not guaranteed.
- D. Project Consultant shall maintain detailed time and expense records which indicate the date, time and nature of services rendered and any expenses incurred. Such itemized statements shall be submitted by Project Consultant in accordance with the Billing Guidelines described in Exhibit "A". Those records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this agreement. The Department shall have the right to audit billings both before and after payment, and payment under this agreement shall not foreclose the right of the Department to recover excessive or improper payments.
- E. Project Consultant, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Project Consultant agrees not to purport to bind the State of Nebraska or the Department to any obligation not assumed herein by the State of Nebraska or the Department unless Project Consultant has the express written authority to do so, and then only within the strict limits of that authority.

4. Work Product.

All writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, data bases in hard copy, drawings, specifications, designs, reports, photographs, and other graphical representations (hereinafter referred to as "Work Product") prepared by Project Consultant hereunder are and shall be the property of the State of Nebraska and shall be delivered to the Department's Project Manager no later than the termination date of this Agreement. Nothing produced, in whole or in part, by Project Consultant shall be the subject of any publication or application for copyright by or on behalf of Project Consultant without the express written consent of the Department.

It is understood that Project Consultant's work under this Agreement is for its intended purposes only and Project Consultant's "Work Product" shall not be used elsewhere for any other projects other than the one intended by this Agreement.

5. Confidentiality.

- A. Any information developed by or provided to Project Consultant in the performance of this Agreement shall be kept confidential and shall not be made available to any individual (other than the Attorney General's designee) or organization by Project Consultant without the prior written approval of the Department's Project Manager. The Department agrees that Project Consultant may use and publish a general description of Project Consultant's services with respect to the Project in describing Project Consultant's experience and qualifications to other clients or potential clients. Each individual who provides services for the performance of Project Consultant's contract shall sign a confidentiality agreement. The language of the confidentiality agreement shall be agreed to by the Department and Project Consultant.
- B. This Agreement is protected from release to the public pursuant to Neb. Rev. Stat. Sections 84-311(2) and 84-712.05.

6. Personnel.

Project Consultant shall provide the professional and technical personnel to perform the services required by this Agreement. Project Consultant reserves the right to change its project manager upon notice and approval of the Department. Project Consultant will, with the approval of the Department, determine the appropriate number and quality of its personnel to perform the services.

7. Equipment, Material and Personnel.

Project Consultant shall provide and maintain adequate support materials and equipment to permit timely completion of all services and shall use materials which are in conformance with existing federal, state, and local laws and ordinances.

8. Insurance.

Project Consultant shall maintain any insurance that may be required by law in addition to the coverage described in Exhibit B which is attached to this Agreement. No policy shall be allowed to expire, be canceled, or be materially changed to affect the coverage available without thirty (30) days written notice to the Department.

9. Indemnification.

Neither the Department nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury caused by or to any workman or other person in the employment of Project Consultant that would be covered by Worker's Compensation insurance, liability insurance or otherwise, save and except an accident or injury resulting from any act or default of the Department. Project Consultant shall indemnify, defend and hold harmless the Department and the State of Nebraska against all such damages, compensation and against all claims, proceedings, costs, charges, attorney's fees and

expenses whatsoever in respect thereof or in relation thereof. Project Consultant shall insure against such liability as described in section 8 above.

10. Independent Contractor.

Project Consultant is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all persons employed to furnish services hereunder as employees of Project Consultant. Neither the Project Consultant nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Department or the State of Nebraska.

11. Conflict of Interest.

Project Consultant warrants that its officers, stockholders, associates and employees presently has no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement. Project Consultant shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations of amounts received under this Agreement. The existence of any conflict of interest shall render this agreement voidable by the Department.

12. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Department's Project Manager at the address set forth in Section 2, D. of this Agreement.

13. Binding.

This Agreement shall inure to and bind the successors, assigns and representatives of the parties, providing, however, this Agreement may not be assigned by either party without the prior written consent of the other. Neither the Department nor Project Consultant intends anyone to be third-party beneficiary of this Agreement.

14. Entire Agreement/Severability/Waiver.

This Agreement with Exhibit "A" and Exhibit "B" is the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

15. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the Department and the Project Consultant.

16. Exhibits.

If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the exhibits shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the parties.

17. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, Neb. Rev. Stat. Sections 81-8,302 through 81-8,306.

18. Drug Free Work Place Policy.

Project Consultant certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. Project Consultant agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

19. Technology Access.

Project Consultant agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility>.

20. Fair Employment Practices.

Project Consultant agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin, Neb. Rev. Stat. Sections 48-1101 through 48-1125.

21. Covenant Against Contingent Fees.

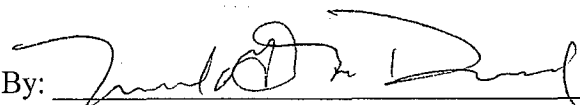
The Project Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this Agreement.



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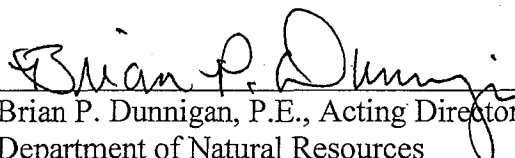
IN WITNESS WHEREOF, the parties have executed this Consultant Agreement on this 1st day of July, 2008.

**MCDONALD MORRISSEY ASSOCIATES INC.**

By:   
Michael G. McDonald, President  
11735 Bowman Green Drive  
Reston, VA 20190

7/1/2008  
Date

**DEPARTMENT OF NATURAL RESOURCES**

By:   
Brian P. Dunnigan, P.E., Acting Director  
Department of Natural Resources  
301 Centennial Mall South  
P.O. Box 94676  
Lincoln, NE 68509-4676

7/2/08  
Date

**APPROVED**

AS TO FORM & CONTENT  
BY NDNR LEGAL COUNSEL

pda DATE 7-2-08

**DESIGNEE OF THE NEBRASKA  
ATTORNEY GENERAL'S OFFICE**

  
Justin D. Lavene, Special Counsel

7-2-08  
Date

This contract signed in duplicate.

## ATTACHMENT "A"

### BILLING GUIDELINES

#### INTRODUCTION

Nebraska and Consultant must fully cooperate to efficiently deliver a quality representation to the State of Nebraska. The following guidelines have been agreed to by Nebraska and Consultant, in an effort to provide an efficient method for billing and reviewing bills of the Firm.

These guidelines are general in nature and are meant to serve as a guide. Compliance with these guidelines or payment under the CONSULTING AGREEMENT shall not foreclose the right of Nebraska to recover excessive or improper payments.

#### FEES

##### A. ACCEPTABLE FEES

1. Nebraska will pay only for the actual time spent completing a task, with the time rounded to the nearest tenth (.1) hour.
2. Nebraska will pay only those fees that reflect the highest and best use of Consultant's time.
3. Non-local travel requires prior approval. Non-local travel is defined as travel outside of Nebraska. When non-local travel is required, the consultant shall bill that time in accordance with these guidelines. All travel expenses must be accompanied by itemized receipts.

##### B. UNACCEPTABLE FEES

1. Nebraska will not pay fees and/or expenses associated with the following:
  - a) Preparation of bills and invoices.
  - b) Responding to billing inquiries from any entity.
  - c) Time and/or expenses incurred due to change or departure of Consultant's resources.
  - d) Continuing education/seminars, unless approved.
  - e) Multiple file review by non-essential personnel or transfer file reviews unless approved in advance.
  - f) Secretarial work.
  - g) Staff overtime rates.
  - h) Word processing.
  - i) Arranging travel/accommodations.
  - j) Velobinding (personnel costs).
  - k) Copying (personnel costs).
  - l) Faxing (personnel costs).

## EXPENSES IN GENERAL

**Premiums/Markups:** Nebraska will pay the actual costs for reasonable expenses without premiums or markups unless agreed to in writing by the parties to this agreement.

**Limits/Guidelines:** All travel related expenses, including meals, hotel expenses and incidental expenses shall be incurred in accordance with the limitations prescribed by the State of Nebraska Accounting System Manual.

**Itemization:** Requires expenses to be itemized in accordance with the requirements of the State Auditor.

**Detail:** Each expense item must be adequately detailed so as to enable and to determine the exact nature, purpose, and necessity of the expense.

**Payment:** Receipts for expenses over a certain dollar amount set by the State Auditor must be attached to your bill. Individual expenses over \$1,000 must be approved by Nebraska in advance.

**Telephone Charges:** Will pay actual, necessary long distance phone call charges.

**Photocopies:** Charges for photocopies will be reimbursed at the actual cost to Consultant, not to exceed 20 cents per page. Consultant is expected to limit the making of photocopies, and wherever cost effective, use the resources of outside copying service if less than 20 cents per page. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total billed amount. Twenty cents per page copy costs may be exceeded only when the Consultant cannot control cost (e.g., certified copies from a government entity). Such copy costs should be separately noted in the Consultant's bill.

**Non-Local Travel Expenses:** Will pay for necessary and reasonable travel expenses, if travel is approved in advance and provided that:

1. Each expense is separately identified (air fare, hotel, rental car, meals, etc.), with an amount and date incurred.
2. Charged mileage does not exceed the current allowable Internal Revenue Service rate.
3. Travel time must be itemized separately, including the time spent, destination and purpose of the trip.
4. Travel time must be billed at 50% of approved hourly rates.
5. Hotel accommodations are moderately priced and hotel receipts are submitted.
6. Meal charges are reasonable and within guidelines set by State Auditor. Reimbursements for meals will only be made in conjunction with out of town travel.

## OVERHEAD

Nebraska will not pay any fees, charges, or expenses associated with Consultant's overhead expenses, including but not limited to the following:

1. Case management or litigation systems.
2. Overtime meals, transportation or other charges.
3. Rent.
4. Utilities.
5. Books.
6. Office supplies.
7. Conference rooms.
8. Computer equipment (except as agreed to by the parties to be leased for this project only).
9. Publications/periodicals.
10. Equipment rental (except computer equipment as agreed to by the parties to be leased for this project only).
11. Software.
12. Seminars, or continuing education.
13. Refreshments during meetings.
14. Local phone charges.

## BILLING PROCEDURES

- A. Itemization to show each activity:**
1. Date activity performed.
  2. Identity of individual performing the task.
  3. The actual time spent on the task.
  4. The rate charged by the timekeeper.
  5. The cost of the service.
  6. The nature of the activity (description).

**B. Multiple Activities:**

Where multiple activities are billed on a single day, each activity must be shown and listed in the description for that activity along with a separate delineation of time spent on each activity.

**Adequate Description:**

Each activity must be adequately described. The descriptions provided should be specific enough to allow a person unfamiliar with the case or billing professional to determine what function is being performed, and the necessity of the function to the progress of the case. The addition of a "re" descriptor is usually necessary. Such detailed description is required of most work including, but not limited to:

1. The identity of other participant(s), their titles (e.g., Ph.D.) and what was discussed in office and third-party communications (telephone calls, correspondence, meetings).
2. The purpose of a meeting/conference.
3. The specific issue researched.
4. The specific task worked on and the nature of the work performed.
5. The specific trial preparation performed.
6. The identity of material/documents reviewed.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2008

**PRODUCER**  
Capitol Underwriters, Ltd.  
8229 Boone Blvd. Suite 885  
Vienna, VA 22182  
703-821-1620

**INSURED** McDonald Morrissey Associates, Inc.  
11735 Bowman Green Drive  
Reston, VA 20190

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Co.	
INSURER B: Hartford Fire Insurance	
INSURER C: Twin City Fire Ins. Co.	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42SBADL1507	01/08/08	01/08/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42SBADL1507	01/08/08	01/08/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WECBS4406	01/08/08	01/08/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

State of Nebraska  
Department of Natural Resources  
ATTN: Jim Williams  
FAX 402-471-2900

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Donna Stagnaker* DS

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Task Order #2009-1**  
**NDNR Contract No. 284**  
**Consulting Agreement Between the Nebraska Department of Natural Resources and McDonald Morrissey Associates, Inc.**

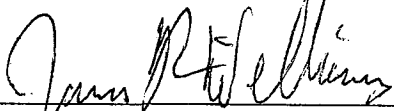
TASKS: To assist the Nebraska Department of Natural Resources with implementing the Republican River Compact Administration water groundwater model accounting procedures.

DESCRIPTION OF WORK:

- (1) Review the RRCA groundwater model accounting procedures and previously produced reports and data regarding the RRCA groundwater model and accounting procedures.
- (2) Review documents and attend meetings to learn how the groundwater model and accounting procedures are interpreted by Kansas and Colorado. Critique their interpretations and develop refutations.
- (3) Run the model when requested with a variety of inputs and analyze the results.
- (4) Assist the Department with preparation of documents, reports and other materials necessary for presentation to the RRCA and/or in arbitration or litigation.

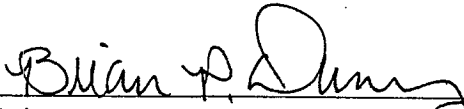
WORK PRODUCT: Verbal communication of results. Attendance at meetings, trials or other proceedings as required. Written reports or other documents as requested by the NDNR Project Manager.

SCHEDULE: Work on this task order may commence July 1, 2008. Work must continue diligently as agreed to by the NDNR Project Manager as necessary to meet RRCA deadlines or a litigation schedule set by the Attorney General's designee.



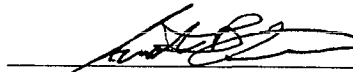
James R. Williams, P.E., Project Manager  
Nebraska Department of Natural Resources

7/2/2008  
Date



Brian P. Dunnigan, P.E., Acting Director  
Nebraska Department of Natural Resources

7/2/08  
Date



Justin D. Lavene, Special Counsel to Attorney General  
Designee of Nebraska Attorney General's Office

7-7-08  
Date



Michael G. McDonald, President  
McDonald Morrissey Associates, Inc., Project Consultant

JUNE 18 2008  
Date