

Contract No.: _____

CONTRACT

This CONTRACT is made and entered into between the Nebraska Department of Natural Resources (NDNR) and CDR Associates, 100 Arapahoe, Suite 12, Boulder, CO 80302 (CONTRACTOR).

The purpose of this CONTRACT is to provide facilitation services for the Water Policy Task Force beginning November 10, 2007.

Scope of Services

The CONTRACTOR shall provide the services of its employee, Jonathan Bartsch, related to the purpose of this CONTRACT upon the written or verbal request of the Director of Natural Resources or her designated representative, contingent upon the availability of the CONTRACTOR. NDNR shall provide the meeting facility, any necessary refreshments, and equipment. In the event Jonathan Bartsch is no longer available to perform services pursuant to this CONTRACT, NDNR reserves the right to terminate this CONTRACT, or accept the services of another employee of CONTRACTOR, in NDNR's sole discretion.

Time Frame

This CONTRACT shall commence on November 10, 2007 and shall extend for a term not to exceed twelve (12) months.

Compensation

The NDNR agrees to compensate the CONTRACTOR at the rate of \$151.00 per hour for facilitation services performed plus actual expenses incurred for travel authorized by NDNR. Additional project administrative support to be performed by CONTRACTOR during the term of the CONTRACT shall not exceed \$1,000. In no event will the total compensation paid by NDNR exceed \$24,500 for the period of this CONTRACT.

The CONTRACTOR shall substantiate all time spent in the performance of requested services and all actual expenses incurred for travel with appropriate supporting documentation, pursuant to the Billing Guidelines attached hereto as Attachment A. The CONTRACTOR shall submit a request for payment and an itemized accounting of services provided and actual expenses incurred no later than the 15th of each month for work completed the month prior. Payment to the CONTRACTOR shall be thirty days net. A finance charge of 1¾% per month will be charged on all overdue invoices. CONTRACTOR agrees to comply with the Billing Guidelines attached hereto as Attachment A.

In the event CONTRACTOR's employee elects to attend a Water Policy Task Force tour, the compensation rate for attendance on such tour shall be at a negotiated rate which is less than the

hourly rate charged for facilitation services, and shall be limited to no more than eight hours per day of attendance on such tour.

NDNR agrees to compensate CONTRACTOR for services performed October 12, 2007, through October 22, 2007, for the purposes of, and in anticipation of, this CONTRACT, in the same manner as if they were performed during the life of this CONTRACT

Amendments and Termination

This CONTRACT may be amended only by the mutual agreement of NDNR and the CONTRACTOR. This CONTRACT may be terminated by either party with ten days written notice for any reason or no reason.

Subcontracting

The CONTRACTOR is barred from subcontracting any portion of this CONTRACT without specific written instructions and consent by NDNR.

Independent Contractor

The CONTRACTOR is and shall perform this CONTRACT as an independent contractor and as such shall have exclusive control and direction over all its employees, agents and operation. Neither the CONTRACTOR nor any person employed by the CONTRACTOR shall act, propose to act, or be deemed the NDNR's agent, representative, employee or servant. The CONTRACTOR assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.

Indemnification

CONTRACTOR shall indemnify the NDNR from and against all claims, demands, suits, actions, payments and judgments arising from personal injuries or other claims brought or recovered against the NDNR as a result of any negligent act or omission of the CONTRACTOR or persons employed by the CONTRACTOR in the execution of the work under this CONTRACT.

Confidentiality

All NDNR information made available to the CONTRACTOR and his employees, agents, or representatives by NDNR shall be used by the CONTRACTOR only to assist the CONTRACTOR in performing services under this CONTRACT. All NDNR information made available to the CONTRACTOR shall be held in strict confidence and will not be released to any third party except upon the written authorization of NDNR.

State Property

All property and equipment provided to the CONTRACTOR by NDNR for CONTRACTOR's use in the execution of the duties under this CONTRACT shall remain the property of NDNR and be returned to NDNR upon the termination or expiration of the term of this CONTRACT.

Governing Law

This CONTRACT shall be governed and construed in accordance with the laws of the State of Nebraska. CONTRACTOR agrees to abide by all laws, policies and regulations of the State of Nebraska existing or hereinafter existing from the date of this CONTRACT in the performance of this CONTRACT and to abide by all orders or directions issued by duly authorized law enforcement officers of the State of Nebraska concerning the use of State property and facilities.

Designated Representatives

The Director of NDNR designates Steve Gaul as her representative for purposes of implementation of this CONTRACT.

Department of Natural Resources

CDR Associates



Ann Bleed, Director

Date: November 5, 2007



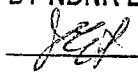
Name: JONATHAN BARBACH

Title: VICE PRESIDENT

Date: November 6, 2007

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 11/5/07

Name: _____
Title: _____
Date: _____

ATTACHMENT "A"
BILLING GUIDELINES

INTRODUCTION

Contractor must fully cooperate to efficiently deliver the services described in the Contract to the State of Nebraska. The following guidelines have been agreed to by Nebraska and the Contractor, in an effort to provide an efficient method for billing and reviewing bills of the Contractor in connection with the Contract.

These guidelines are general in nature and are meant to serve as a guide. Compliance with these guidelines or payment under the Contract 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 the Contractor'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 Contractor 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 Contractor firm 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 of 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 Department of Natural Resources ("DNR") and the State of Nebraska Accounting System Manual.

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

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

Payment: Receipts for expenses over \$5.00 must be attached to your bill. Individual expenses over \$1,000.00 must be approved by NDNR in advance.

Telephone Charges: Nebraska will pay actual, necessary long distance phone call charges.

Photocopies: Charges for photocopies will be reimbursed at the actual cost to the Contractor, not to exceed 15 cents per page. Contractor is expected to limit the making of photocopies, and wherever cost effective, use the resources of an outside copying service if such service may be obtained for less than 15 cents per page. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total billed amount. Fifteen cents per page copy costs may be exceeded only when the Contractor cannot control cost (e.g., certified copies from a government entity). Such copy costs should be separately noted in the Contractor's bill.

Non-Local Travel Expenses: Nebraska 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. Hotel accommodations are moderately priced and hotel receipts are submitted.
5. 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 additional fees, charges, or expenses associated with Contractor's overhead expenses.

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 billing professional to determine what function is being performed, and the necessity of the function to the progress of the services described in the Contract. 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 preparation performed.
6. The identity of material/documents reviewed.