

Memorandum

To: Personnel, Legislative and Public Affairs Subcommittee

Re: Legislative Representative Contract Renewal

Date: June 1, 2011

From: John Winkler, General Manager

The current one year contract between the Papio Missouri River NRD and Husch Blackwell Sanders expires on June 30, 2011. Husch Blackwell Sanders proposes to enter into a new one year contract with the District beginning July 1, 2011 thru June 30, 2012 for a proposed retainer fee of \$72,000, with equal monthly payments of \$6,000.00. In addition, there exists an option in the contract to retain Husch Blackwell Sanders to provide professional services in regards to the additional one cent of bonding authority election process; if the District so chooses to seek the additional authority from the electorate. These services would constitute an additional \$2,000 a month for a twelve month period.

Per the attached Terms of Engagement-Renewal letter Husch Blackwell Sanders would continue furnishing intergovernmental representation and professional lobbying services to the District with respect to legislative matters of interest before the Nebraska Unicameral and the Executive Branch for the period of July 1, 2011 to June 30th of 2012.

Per the Client Scope and Representation of the proposed engagement proposal the District will once again be faced with a myriad of legislative challenges for not only the next legislative session but well into the foreseeable future. The District will once again be challenged on the issues of eminent domain, bonding authority; the filling of vacancies on the Board of Directors, construction and financing of recreational projects and possibly the very existence of NRD's themselves. Therefore, it is imperative that the District retain a professional presence not only in Lincoln but throughout the District to interface with the legislature, local elected and appointed officials and the executive branch on a consistent and professional basis.

Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed contract with Husch Blackwell Sanders, LLP, for the provision of intergovernmental and professional lobbying services per the terms and conditions outlined in the attached agreement.

Hal Daub
Partner

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Omaha, NE 68102
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Fax: 402.964.5050
hal.daub@huschblackwell.com

June 7, 2011

Mr. John Winkler
General Manager
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

Re: Agreement For Legal Services

Dear John:

Thank you for selecting Husch Blackwell Sanders LLP to provide legal services. This letter is to confirm our discussion about the engagement and to describe the terms under which our firm will provide the requested services.

Client And Scope of Representation. Our client for this engagement is Papio-Missouri River Natural Resources District. We have been retained to provide legal and legislative consultation and representation regarding

1. Likely reintroduction of legislation regarding NRD bonding authority, restrictions on the uses of bonding, levy authority, board organization and operations, as well as carry-over legislation from the First Session. Carry-over bills include the following proposals, all of which are in their respective legislative committees for further consideration. LB173 (designate NRD board positions as high elective office for purposes of dual office holding). LB 487, which would provide further restrictions on the bonding authority of the Papio-Missouri River NRD by expanding veto authority of Douglas County Board over Papio NRD projects funded with flood control bonds and extending veto authority to city councils and villages in the district. LB656, which would prohibit the use of NRD bonds for multipurpose projects and practices for storm water management in the Papio-Missouri River NRD. The bill would only allow bonds to be used for construction of flood control and water quality projects and practices for storm water management. Projects that include recreational purposes and use would be prohibited. LB527, which would allow increased tax levy authority to NRDs for water management projects in areas where a basin has been declared fully appropriated but later changed. LB683, which would create the Storm Water Management Commission), entailing the appointment of a member of the Papio-Missouri River NRD Board to the Commission. We will monitor, report, field questions of and

provide information and education to senators and their staff regarding legislation being considered, drafted or proposed, as well as legislation already introduced;

2. Serve as a resource and provide legal and legislative consultation regarding issues involving compliance, political subdivision authority and funding sources regarding the federal Clean Water Act and storm water run-off;
3. Monitor progress of, report activities associated with and provide appropriate information regarding legislative interim studies, including:

LR257, cosponsored by Senators Mello, Krist, Price and Smith, which proposes to study the flood control needs of the City of Omaha and the greater Omaha metropolitan area and examine the resources that are available or that may be utilized to meet such needs, including compliance with various federal agency mandates. The study will include the role that a Natural Resource District may play to meet such needs and accompanying federal regulatory requirements. LR257 will present an opportunity to educate legislators on the findings of the "Ames Flood" study and the challenges facing the Papio-Missouri River NRD. LR218, introduced by the Natural Resources Committee will create a "Water Sustainability Funding Task Force", which is part of the compromise agreement made on LB 229 to study all possible sources of revenue that could be used to establish a long-term, dedicated funding source for water management activities in Nebraska. funding for water programs; LR332, also introduced by the Natural Resources Committee, is to determine the fairness of permanent wildlife conservation easements in today's economic and agricultural climates; LR273, sponsored by Senator Langemeier, will examine the criteria for developing integrated management plans required under the Nebraska Ground Water Management and Protection Act; LR309, offered by Senator Schilz, will examine ways to manage water and provide benefits to landowners and other entities for their ability to store and manage water in recharge areas; LR312, also sponsored by Senator Schilz, will study the intent of LB392 (2011), including duties for inspection, impoundment and decontamination relating to aquatic invasive species; and LR323, introduced by Senator Mello, will examine combined sewer overflow projects affecting municipalities.

4. Communicate with and educate Nebraska Legislators on programs, initiatives and issues that are unique to the interests of the Papio-Missouri River Natural Resources District and the citizens residing within the district.
5. Assist in developing objectives, strategy and execution of a plan to seek voter approval to authorize the District to utilize up to two mills of the currently authorized levy limit to fund bonded debt repayment on the November, 2012 general election ballot. This would also include the drafting and obtaining of approval from the Secretary of State of the vote ballot language, the coordination with the District's several County Election Commissioners and County Clerk for that purpose. Additionally, community relations work with all affected municipal officials in support of this initiative, and participation in regional community meetings and assistance with media coverage is included.

In the event that we are asked to provide additional services, we will confirm such engagement in writing, but, absent specific modification, such services will be governed by the terms and conditions of this agreement.

Conflicts. As we have discussed, Husch Blackwell Sanders LLP has offices in a number of cities, and we represent many clients on a regional or national basis. It is possible that some of our present or future clients will have disputes with Papio-Missouri River Natural Resources District during the time we are providing legal services. Therefore, as a condition to our undertaking this engagement, you have agreed that our firm may continue to represent or undertake in the future to represent existing or new clients in matters, including litigation matters that are not substantially related to our work for Papio-Missouri River Natural Resources District. You have agreed that the validity and enforceability of this unrelated matter conflict waiver is an essential condition to the firm's willingness to accept this engagement, and the firm would not have accepted the engagement but for this waiver. Accordingly, you agree that, if the validity or enforceability of this waiver is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients even in matters directly adverse to Papio-Missouri River Natural Resources District. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter substantially related to a matter in which we have provided legal services to Papio-Missouri River Natural Resources District.

We will bill on a monthly basis for our professional fees and also for reimbursement of expenses incurred in connection with this engagement. A schedule of our charges for various services and incidental items is attached.

Payment of our invoices is due upon receipt. It is our Firm's policy that if payment on a statement is not received within 60 days of the invoice date, we will not provide further services until the account is brought current or other satisfactory payment or security arrangements have been made. For invoices not paid within 60 days of the invoice date, we reserve the right to assess interest at the rate of one percent (1%) per month. If you believe that your payment will be delayed for any reason, please promptly discuss the matter with me.

Retainer. It is our standard practice to require a retainer from a new client and for each new significant matter. However, in connection with this engagement, this retainer will be waived. You have agreed to pay our monthly invoice in the amount of a \$6,000 fixed flat fee on a current basis; provided however, at the point the Board begins to pursue the ballot initiative referenced in Item 5 above, and upon a documented request from the Board or its General Manager for increased services, the retainer will be increased to \$8,000 fixed flat fee per month, or an evenly distributed monthly payment adjustment to equal \$24,000.00 for the services outlined in Item 5 above. This monthly flat fee shall be applied to the outstanding balance upon the conclusion of our representation or, at our option, to satisfy delinquent monthly statements.

All consulting and advocacy work as detailed in the Scope of Work, to continue for twelve (12) consecutive months beginning July 1, 2011, and concluding on June 30th, 2012, unless canceled by written notice, at least 30 days prior to the desired termination of services

date indicated in such written notice. In no event may this agreement, if terminated by notice, be terminated during any period of time in which the Nebraska Legislature is in session. This agreement may be extended on terms and conditions mutually agreed upon, in writing, by and between the parties. All additional work shall, not covered by this agreement, be negotiated, at hourly rates or by additional retainer fees.

E-mail Correspondence. Our attorneys routinely send and receive information by e-mail. The internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period .

It is understood that the terms of this letter and its enclosures constitute the terms under which we have undertaken this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter our file. If you do not agree or accept any of the terms of this letter and its enclosures, please call me as soon as possible within the next 10 days to discuss. If I do not hear from you, it is understood that these are the terms of our representation. Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,

Hal Daub

HJD/rmw

AGREED:

Papio-Missouri River Natural Resources District

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE OF CHARGES FOR INCIDENTAL SERVICES
Effective 1/1/2010

This schedule identifies charges that will be added to our invoices for incidental services we provide and costs we incur in connection with our legal services. If we have reached a separate written agreement with you concerning any of these charges, the terms of that separate agreement will prevail over any conflicting provisions of this schedule.

Document Processing Services

Paper (Black and White)	\$0.15 per page
Paper (Color)	\$0.30 per page
	No charges for paper documents under 20 pages

Long distance telephone calls

Domestic Calls	\$0.10 per minute
International Calls	\$0.25 per minute
	No charge for calls under 5 minutes

Computer-assisted legal research Westlaw and Lexis

Online research may be charged at up to 95% of the vendor's transactional/retail rates, when applicable

3rd party couriers and delivery

Charges to client are billed to client at courier's standard charge

Internal Messengers/Couriers/Delivery

In-House Messengers charges are billed at \$60 per hour, in 6 minute increments

Outgoing faxes

\$1.00 per page, plus long distance charges if applicable

Incoming faxes

No Charge

Postage

No Charge for mailings under \$1.00

Secretarial overtime

Secretaries will be billed at a rate of \$35.00 per hour

Video Conferencing

Husch Blackwell Sanders initiated; 2 locations

\$100 per hour/per location: prorated based on actual minutes used

Husch Blackwell LLP initiated; each additional location

\$100 per hour/per location: prorated based on actual minutes used

Non Husch Blackwell LLP initiated; each additional location

No Charge

SCHEDULE OF CHARGES FOR PRACTICE SUPPORT SERVICES
Effective 1/1/2010

This schedule identifies charges that will be added to our invoices for services we provide for practice support and costs we incur in connection with those services. If we have reached a separate written agreement with you concerning any of these charges, the terms of that separate agreement will prevail over any conflicting provisions of this schedule. Occasionally we may outsource these services based on time deadlines and resources available. The actual vendor cost for outsourced services will be passed directly to you with no cost increase or markup.

Scanning

Black & White, Letter & Legal Paper	
Light Handling	\$0.06 per page
Medium Handling	\$0.09 per page
Extensive Handling	\$0.13 per page
Color	\$0.25 per page

Printing from Summation or Concordance

Black and White, Letter & Legal Paper	\$0.06 per page
Color	\$0.25 per page

OCR Processing

\$0.02 per page

Electronic Bates Numbering

\$0.02 per page

Format Conversion (Example: TIF to PDF)

\$0.02 per page

Electronic Discovery Data – Early Case Assessment

\$15.00 per compressed gigabyte - minimum fee \$200.00 (pro-rated)

Electronic Discovery Data Processing

\$160.00 per hour (pro-rated)

Electronic Document Production from Summation or Concordance

\$0.09 per page

CD/DVD loading and update to Summation or Concordance

\$75.00 per CD/DVD

Media Services

CD Creation/Duplication	\$10.00 per CD
DVD Creation/Duplication	\$20.00 per DVD
VHS Duplication	\$10.00 per VHS
Digitizing of Video	\$35.00 per tape/DVD/CD
Synchronizing of Text to Video	\$25.00 per Video Hour (pro-rated)

Offsite presentation and hardware equipment rental

Please see cost detail for complete list

Hosting of internal databases

No Charge

Paper and electronic file storage during engagement

No Charge

Paper file storage following conclusion of engagement

\$0.17 per bankers box per month

Electronic file storage following conclusion of engagement

\$50.00 per gigabyte per year (pro-rated)

Audit Letters Tier I

\$500.00

Audit Letters Tier 2

\$750.00

Audit Letters Tier 3

\$1,500.00

HUSCH BLACKWELL

Hal Daub
Partner

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Omaha, NE 68102
Direct: 402.964.5019
Fax: 402.964.5050
hal.daub@huschblackwell.com

June 8, 2011

Mr. John Winkler
General Manager
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

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HUSCH BLACKWELL

Papio NRD
June 8, 2011
Page 2

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HUSCH BLACKWELL

Papio NRD
June 8, 2011
Page 3

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E-mail Correspondence. Our attorneys routinely send and receive information by e-mail. The internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

HUSCH BLACKWELL

Papio NRD
June 8, 2011
Page 4

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Very truly yours,

Hal Daub

HJD/tmw
AGREED:

Papio-Missouri River Natural Resources District

By: _____

Name: _____

Title: _____

Dated: _____

HUSCH BLACKWELL

Papio NRD
June 8, 2011
Page 5

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HUSCH BLACKWELL

Papio NRD
June 8, 2011
Page 6

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Audit Letters Tier 3

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