



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM Professional Services Contract Amendment

1. **Amendment.** This is the First Amendment to the Contract, dated December 19, 2023, between the Nebraska Community Foundation (“Foundation”), representing all Signatories to the Platte River Recovery Implementation Program (“Program”), and DJ Case & Associates (“Consultant”).
2. **Purpose.** This Amendment authorizes the Consultant to continue support and feature development for the Program’s website and species and financial databases according to **Exhibit A – Cost Proposal**, from January 1, 2025 through December 31, 2025.
3. **Payment.** The Program agrees to pay the Consultant an amount that shall not exceed **\$84,590.00** for the services described in **Exhibit A**. An estimate of labor costs, direct expenses, and hours are included therein.
4. **Terms.** All other terms of the original Contract, attached as **Exhibit B – Original Contract**, remain in effect as written and fully executed on December 19, 2023.
5. **Signatures.** By signing this Amendment, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Amendment and by the terms of the original Contract.

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent for the Governance Committee of the Program, to enter into this Amendment.

Jason M. Farnsworth
Executive Director

Date

CONSULTANT:

Jon Marshall
Media Arts & Sciences Director

Date

NEBRASKA COMMUNITY FOUNDATION:

Jason D. Kennedy
Chief Financial and Administrative Officer

Date



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Exhibit A – Cost Proposal

Scope of Work | DJ Case and Associates

Platte River Recovery Implementation Program Website, Intranet, Species Database/Application, and Financial System Database/Application Operation, Support, and Enhancement

January 1 - December 31, 2025

Table of contents

Introduction	2
System Operation	2
Hosting	2
Security	2
System support and management	3
Public-facing and Stakeholder Workflow Major Upgrade	4
Upgrade application to Drupal 11	5
Upgrade “Group” (Committee) functionality	5
Install and Configure Event-Condition-Action (ECA) modules	5
Passwordless login	5
Committee/Team Member Dashboards and Interfaces	6
Private > Public file conversion	6
Improved email notifications	6
Group Membership and Role Management	6
PlatteRiverProgram.org Public-facing Facelift	7
Species database system maintenance and enhancement	7
Financial tracking system/database	8

Introduction

In partnership with the Platte River Recovery Implementation Program (PRRIP), DJ Case and Associates (DJ Case) will conduct ongoing technical management, consultation, content/creative production, administrative- and end-user support, maintenance, hosting, and operation of the PlatteRiverProgram.org website, intranet functionality, species database application, and financial application.

DJ Case will invoice monthly for actual time and materials not to exceed the total of services and expenses detailed in this scope of work. In the interest of efficiency, during periods in which few tasks are conducted for support, maintenance, or other activities, DJ Case will forgo monthly invoicing in favor of quarterly invoicing.

Description of tasks and deliverables follows. Additional project budget information is available at: <https://djcase.box.com/v/PRRIP-2025-Projected-Costs>

System Operation

Hosting

DJ Case will provide database and application hosting through DJ Case-maintained Digital Ocean hosting service, which provides 99.9% uptime, 24/7 support, and daily and weekly backups.

Security

DJ Case will continually monitor the PRRIP site to maintain a secure, reliable system. Drupal updates and upgrades are released each Wednesday (when available). As soon as notifications arrive, we ascertain what updates need to be made, apply updates and test site functionality to ensure that the modification does not affect performance. We will install, configure, and maintain an SSL (Secure Sockets Layer), which is the standard security technology for establishing an encrypted link between the web server and browser. This link ensures that data passed between the two remains private and integral.

Sucuri monitoring

DJ Case will maintain Sucuri (<https://sucuri.net>) monitoring on the site and respond to notifications and issues provided by the service.

Cloudflare setup and operation

Cloudflare is a cloud-based network that helps improve the security, performance, and reliability of online applications. It protects against malicious activity like DDoS attacks and bots and enhances performance by providing content and services as close to the user as possible. Cloudflare's services include: load balancing, web application firewall (WAF), DDoS protection, and SSL and content distribution. DJ Case will install and

configure Cloudflare on PlatteRiverProgram.org and monitor operation to ensure that it is effectively providing protection and performance improvements.

Twilio / Sendgrid setup and operation

SendGrid is a cloud-based platform that manages email and text delivery. It provides a similar service as Sendinblue, which has been used by PRRIP for the past few years. The Sendinblue service has not been delivering consistently and effectively in 2024. As PRRIP expands functionality to improve stakeholder workflow, system email notifications will be increasingly vital. Therefore, it's important to migrate to a system that reliably delivers email to intended recipients and allows for email distribution to site users (e.g. committee members) and email list subscribers (e.g. prospective vendors).

DJ Case will install and configure Sendgrid to function with PlatteRiverProgram.org and monitor operation to ensure that it is effectively delivering emails. DJ Case will migrate subscriber contacts from Sendinblue/Brevo and set up email templates to facilitate bid opportunity distributions. Additionally, DJ Case will provide initial PRRIP staff initial training and ongoing support for use of the service.

Application and database backup

DJ Case has configured automated daily backups of the parent website and species application databases. The 14 most recent backups are retained for the parent site database and the seven most recent are retained for the species database. We have configured an automated weekly backup of the stream flow database, and the most recent four backups are retained. We have also automated daily, weekly, monthly, and yearly backups of the financial system database and the seven most recent daily backups are retained.

Beyond the database backups, full system backups are captured by Digital Ocean for the parent website, including the species application, stream flow application and financial system, on a weekly basis and are also retained for two weeks.

In the event of a database failure for any aspect of the PRRIP web presence, we can quickly revert to the prior day's state. If a significant system-wide issue arises we can quickly revert to the most recent system-level backup, which would be no less current than one week old.

Cost for system operation: \$11,215

System support and management

DJ Case technologists and strategic communication practitioners will work alongside PRRIP staff and members to provide the tools needed to allow for easy collaboration, enhance partnerships, communicate effectively with stakeholders, and promote species and habitat restoration success.

Support and Management

DJ Case site management experts and developers will be on hand as needed to provide support, troubleshooting, modifications, and content management consultation as needed by the PRRIP team. DJ Case will provide on-call support with same-day or better response times. Our team is available from 8 a.m. to 5 p.m. CST, and we provide 24/7/365 support for emergency issues. Beyond system operation and usage support, DJ Case will assist PRRIP in understanding how the site's visualizations, reports, documents, and intranet tools are meeting the needs of users and helping to achieve PRRIP's overarching restoration objectives. We will monitor site usage, conduct research as needed, and provide reports on steps we have taken to keep PlatteRiverProgram.org active and effective.

Analytics

DJ Case will configure direct access for PRRIP team members to explore, visualize and analyze Google Analytics ongoing site visitation and use data.

Monthly reporting

DJ Case will provide monthly reports detailing support and maintenance activities via monthly invoices and documentation. In the interest of efficiency, during periods in which few tasks are conducted for support, maintenance, or other activities, DJ Case will forgo monthly reporting in favor of quarterly reporting.

Cost for system support and management: \$ 16,125

Public-facing and Stakeholder Workflow

Major Upgrade

PRRIP leaders aim to empower members to participate more actively. To address the ongoing challenges of stakeholder turnover, remote participation, and time constraints, they plan to implement a user-friendly system that enables efficient and effective asynchronous engagement. By leveraging Drupal's flexibility, leaders aim to replicate essential functionalities found in proprietary SaaS systems, providing PRRIP with a customized solution that meets its unique needs and preferences.

PRRIP staff are currently maintaining contacts and distribution email to stakeholders via Outlook groups, requiring ongoing manual synchronization of lists across the web application and email clients. Staff are coordinating and manually compiling member votes and comments, which is inefficient for both staff and stakeholders. The Program needs better tools to facilitate discussion, collect feedback, and transparently track decisions.

Upgrade application to Drupal 11

To support new functionality for stakeholder facilitation and workflows, and to maintain the application in a modern, secure state, DJ Case will upgrade the system from Drupal 10 to Drupal 11. Drupal 11 adds improved navigation, more capabilities for content governance, easier-to-maintain themes, and new access policy controls. Currently, if a user has a role, the user automatically has all the permissions assigned to that role. In Drupal 11, there is more control over different contexts. Access to something can now depend upon the time of day, the URL, the taxonomy term on the content, or any other environment variable. Such access control will be important to stakeholder workflow improvement.

Upgrade “Group” (Committee) functionality

PRRIP currently uses the Drupal *Group* module extensively for management of committee and team groups. Group allows for collections of content and users on the site, and grants access control permissions on those collections. The site is running Group 2.x. The next Group iteration, 3.x, is stable and requires an update to maintain long-term viability. DJ Case will perform the Group module upgrade in preparation for stakeholder workflow improvements.

Install and Configure Event-Condition-Action (ECA) modules

Drupal ECA (Events, Conditions, Actions) is a module that allows users to create custom workflows that are low- or no-code using a graphical user interface. ECA listens for events, runs them through conditions, and then runs actions based on the results. The module will be key to building and customizing stakeholder workflow functionality.

Passwordless login

PRRIP leadership reports that a significant friction point for use of the current site is the password barrier. Members frequently do not recall their passwords and/or have difficulty resetting them. This may be exacerbated by email delivery systems that fail (e.g. Sendinblue) or extremely tight security protocols in some member organizations. DJ Case developers will configure passwordless login functionality that allows members to log in via a one-time link sent to email or use of another device, such as a smart phone. The DJ Case team will put functionality in place, then work with PRRIP leadership and stakeholders to test functionality and make adjustments as needed. Key to passwordless login is implementation of Twilio/Sendgrid and MiniOrange service.

Committee/Team Member Dashboards and Interfaces

Using a full-screen fluid display approach with Boardable as an example, DJ Case will design and develop user interfaces to help committee/team-member users find and interact with the information most relevant to them. We will also configure the interface so that it is usable on mobile devices. The interface will offer member-focused navigation that presents upcoming and recent meeting information; documents for review; tasks due and completed; polls/voting, etc.

Private > Public file conversion

On the current PlatteRiverProgram.org application, a document cannot be easily converted from a private state to a public one. Individual document nodes must be re-posted as public content when they no longer need to remain private. Public files are stored in a directory accessible directly by the web server, allowing anyone with the URL to access them, while private files are kept in a separate, "private" directory outside the web root, meaning access is controlled by Drupal and requires authentication to view or download them. Using ECA or another strategy, DJ Case will develop functionality that allows PRRIP facilitators to convert private nodes to public (and vice versa) with a few simple steps.

Improved email notifications

Integral to improved stakeholder workflow experience is configuration of email notifications that are sent automatically or triggered manually.

DJ Case will configure the application to allow staff to distribute custom emails to committee/team members without the need to maintain separate email distribution lists. DJ Case will also work with PRRIP teams to determine what automatic notifications should be sent, such as reminders about upcoming meetings or outstanding tasks.

Importantly, we will also configure ways to allow individual members to adjust the notifications they receive or unsubscribe entirely.

Group Membership and Role Management

PRRIP leaders report that managing members and member access across committees and teams is currently extremely difficult to do. DJ Case will work with PRRIP teams to understand the various roles (member, alternate, viewer) for stakeholders and determine what actions and interfaces are most helpful to day-to-day management of groups. Additionally, DJ Case will provide documentation and/or brief how-to videos on use of the functionality.

PlatteRiverProgram.org Public-facing Facelift

While less critical to the success of PRRIP, the public-facing components of PlatteRiverProgram.org are due for a visual and functional refresh. So, as part of the overall upgrade of the application, the DJ Case team will make minor updates to the overall look and feel of the site, as well as configure the site for easier content management and layout adjustment.

Cost for public-facing and stakeholder workflow major upgrade: \$ 39,750

Species database system maintenance and enhancement

Species database system update and refinement

DJ Case will continue to improve the current deployment environment/process, allowing for zero-downtime deployments.

DJ Case will keep the database version up to date and review whether any libraries the application uses (client and/or server) should be upgraded (i.e. perfective maintenance to keep things current). Additionally, DJ Case will update the Angular version as needed.

At the request and guidance of PRRIP biologists and technicians, DJ Case will work to develop additional features and functionality for species data collection, QA/QC, display, and reporting.

Cost for species database update and refinement: \$12,500

Financial tracking system/database

Financial system maintenance, support, and enhancement

As PRRIP administrative staff continue utilizing the financial system developed by DJ Case, they require support and have needs for refinement to the application — though the system appears to be meeting needs well and will not likely require the same level of budget allocated in previous years. DJ Case developers and trainers will be available to provide support, make modifications, and implement improvements to the application as requested.

Additionally, DJ Case will provide system security and software operational updates as needed.

Cost for financial tracking system/database: \$5,000

=====

Total cost: \$84,590

Service	Labor hours	Labor expense	Direct expenses	Total expense	Total
System operation					\$11,215
Annual website and database hosting		\$0	\$2,000	\$2,000	
Securi subscription		\$0	\$450	\$450	
Google mail service (admin@platteriverprogram.org)		\$0	\$145	\$145	
Sendgrid / Twilio email service subscription		\$0	\$1,080	\$1,080	
Sendgrid / Twilio configuration / migration from Sendinblue	10	\$1,250	\$0	\$1,250	
Cloudflare service		\$0	\$240	\$240	
Cloudflare setup and configuration	10	\$1,250	\$0	\$1,250	
MiniOrange sign-on service (passwordless)		\$0	\$800	\$800	
Security and backup monitoring/management	32	\$4,000		\$4,000	
System support, management, and enhancement					\$16,125
Ongoing site/intranet support, system management, enhancements	115	\$14,375		\$14,375	
Monthly reporting	14	\$1,750		\$1,750	
Public-facing and Stakeholder Workflow Major Upgrade					\$39,750
Upgrade application to Drupal 11	110	\$13,750	\$0	\$13,750	
Upgrade "Group" (Committee) functionality	20	\$2,500	\$0	\$2,500	
Install and Configure Event-Condition-Action (ECA) modules	16	\$2,000	\$0	\$2,000	
Develop Passwordless login	12	\$1,500	\$0	\$1,500	
Design Committee/Team Member Dashboards and Interfaces	30	\$3,750	\$0	\$3,750	
Develop Committee/Team Member Dashboards and Interfaces	36	\$4,500	\$0	\$4,500	
Private > Public file conversion	10	\$1,250	\$0	\$1,250	
Configure email notifications	12	\$1,500	\$0	\$1,500	
Group Membership and Role Management	12	\$1,500	\$0	\$1,500	
Public-facing facelift design	24	\$3,000	\$0	\$3,000	
Public-facing facelift implementation	36	\$4,500	\$0	\$4,500	
Species database system maintenance, support, and enhancement					\$12,500
Species database system update and refinement	100	\$12,500		\$12,500	
Financial system maintenance, support, and enhancement					\$5,000
Financial system support and improvements	40	\$5,000		\$5,000	
TOTALS	639	\$79,875	\$4,715	\$84,590	\$84,590



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Exhibit B – Original Contract



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM PROFESSIONAL SERVICES CONTRACT

1. **Parties.** This Professional Services Contract is made and entered into by and between Nebraska Community Foundation (“NCF”), representing all signatories to the Platte River Recovery Implementation Program (the “Program”), and DJ Case & Associates (“Consultant”).
2. **Purpose of Contract.** The purpose of this Contract is to allow NCF, acting as the fiscal agent for the Governance Committee (GC) of the Program, to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Program, and to delegate the Executive Director’s Office (“ED Office”) through its Executive Director or designee the authority to administer this Contract.
3. **Term of Contract and Required Approvals.** *The term of this Contract is generally from January 1, 2024 through December 31, 2024.* All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed. If the Consultant has been delayed and as a result will be unable, in the opinion of the Program, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program. An extension of the contract term must be in writing, signed by both Parties in order for it to be valid.
4. **Payment for Services.**
 - A. **Billing Amount.** The Program agrees to pay the Consultant an amount that shall not exceed **\$76,170.00** for the services described in **Exhibit A – Project Scope of Work & Budget** and based on the approved hourly rate and reimbursable price schedules depicted in **Exhibit A**.
 - B. **Billing Rates.** Consultant shall not exceed the costs and rates for each task included in **Exhibit A** unless authorized in writing by the Program. The contract total amount is controlling and is a ceiling price that Consultant exceeds at its own risk. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the Program may require. Invoices shall be submitted no more often than monthly for activities and costs accrued since the last invoice.
 - C. **Billing Procedures.** The Consultant shall send invoices for services performed for the various tasks outlined in **Exhibit A** to the ED Office. Invoices shall include all services and costs accrued by Contractor and Subconsultants since the last billing report. The Program’s Executive Director, upon receiving the invoice, will review and advance the invoice to the Bureau of Reclamation who will advise NCF of approval. NCF will make payment of these funds directly to the Consultant within 30 days of receiving notice of approval. Payments are due within 60 days of the billing date.
 - D. **Withholding of Payment.**
 - (i) When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and



- payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.T. Any amount so withheld may be retained by the Program for such period as it may be deemed advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or NCF by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or NCF on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Program or NCF.
- (ii) If a work element has not been completed by the dates established in **Exhibit A**, the Program may withhold all payments beginning with the month following that date until such deficiency has been corrected.
- E. Final Completion and Payment.** The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.
- 5. Responsibilities of Consultant.**
- A. Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in **Exhibit A**. If there is any conflict between this Contract and the provisions of the specific requirements of **Exhibit A**, the specific requirements shall prevail.
- B. Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. Subcontracts.**
- (i) **Approval Required for Subcontracts.** Any subcontractors required by the Consultant in connection with the services or work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized in writing by the Program during the performance of this Contract. The Consultant shall include a list of the proposed subcontractors; the scope and extent of each subcontract; and the estimated dollar amount of each subcontract prior to Contract execution to the Program for approval that will be incorporated by reference in **Exhibit A**. During the performance of the Contract, substitutions in or additions to such subcontracts will be subject to the prior written approval of the Program. Program approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of any subcontractors.
- (ii) **Billings for Subcontractors.** Billings for subcontractor services will not include any mark up. Subcontract costs will be billed to the Program at the actual costs as billed to the Consultant.



Subcontract costs will be documented by attaching the subcontractor's invoice to the Consultant's invoice.

- (iii) **Copies of Subcontracts.** The Consultant shall provide to the Program copies of each subcontract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making NCF or the Program a party to any subcontract entered between the Consultant and a subcontractor.
 - (iv) **Contracts for Subcontractors.** All subcontracts that Consultant enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state, or local laws or regulations.
 - (v) **Debarment and Suspension.** Consultant shall not enter into subcontracts with any entity or individual that is suspended, debarred, or otherwise excluded from participation in the transaction covered by this Contract.
- D. Requests from the Program.** The Consultant shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.
- E. Reports, Maps, Plans, Models and Documents.** Consultant shall furnish to the Program one (1) copy of maps, plans, worksheets, logs, field notes, or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract.
- F. Inspection and Acceptance.** All deliverables furnished by the Consultant shall be subject to rigorous review by the ED Office prior to acceptance.
- 6. Responsibilities of the Program.**
- A. Designated Representative.** The Executive Director shall act as the Program's administrative representative with respect to the Consultant's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services rendered under this Contract.
 - B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Program and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge, and the ED Office shall cooperate with the Consultant in every way possible in the carrying out of the project.
 - C. Review Reports.** The ED Office shall examine all studies, reports, sketches, opinions of construction costs, and other documents presented by the Consultant to the Program and shall promptly render in writing the Program's decisions pertaining thereto within the time periods specified in **Exhibit A**.
 - D. Provide Criteria.** The ED Office shall provide all criteria and full information regarding its requirements for the project.

**7. Special Provisions.**

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- B. Publication.** It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with full disclosure to and coordination with the ED Office.
- C. Publicity.** Any publicity or media contact associated with the Consultant's services and the result of those services provided under this Contract shall be the sole responsibility of the Program. Media requests of the Consultant should be directed to the ED Office.
- D. Monitor Activities.** The Program shall have the right to monitor all Contract-related activities of the Consultant and all subcontractors.
- E. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- F. Debarment and Suspension.** Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.
- G. Anti-Lobbying.** Consultant makes the representations set forth in **Exhibit B – Certification Regarding Lobbying**, incorporated by reference as part of this Contract. The Consultant shall execute such Certification at the time of executing this Contract.
- H. Office Space, Equipment, and Supplies.** The Consultant will supply its own office space, equipment, and supplies.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract that are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument and signed by the parties to this Contract.
- B. Applicable Law; Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.
- C. Assignment; Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of



the other party. The Consultant shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.

- D. Audit; Access to Records.** The Program, NCF, and any of their representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Program or NCF, provide to NCF, the Program, or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with NCF or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.
- E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Contract to acquire similar services from another party.
- F. Award of Related Contracts.** The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other consultants and the Program in all such cases.
- G. Certificate of Good Standing.** The Consultant shall provide a Certificate of Good Standing from the relevant Secretary of State office prior to performing work under this Contract, to be incorporated by reference into this Contract as **Exhibit C – Consultant Certificate of Good Standing**.
- H. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.
- J. Conflicts of Interest**
- (i)** Consultant shall not engage in providing consultation to or representation of clients, agencies, or firms that may constitute a conflict of interest giving rise to a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be



- subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Program, its signatories, boards, commissions, or the NCF, or initiating suits in equity.
- K. Entirety of Contract.** This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- M. Indemnification.** The Consultant shall indemnify and hold harmless NCF, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses, and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Consultant's malpractice. The obligations of this paragraph shall survive termination of this Contract.
- N. Independent Consultant.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program, NCF, or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes that may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of NCF or the Program, or to incur any obligation of any kind on the behalf of NCF or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to NCF, Program, or ED Office employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.



- O. Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.
- P. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.
- Q. Ownership of Documents, Work Product, Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.
- R. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.
- S. Insurance Coverage.** The Consultant's relevant Certificate of Insurance shall be provided to the Program and incorporated by reference into this Contract as **Exhibit D – Consultant Certificate of Insurance**. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificate noting such coverages:
- (i)** Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.
 - (ii)** Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.
 - (iii)** Workers' Compensation and Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.
 - (iv)** Professional Liability Insurance. The Consultant shall provide proof of professional liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than One



- Million Dollars (\$1,000,000) per claim. The Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this Contract and caused by any error, omission, breach, or negligent act, including infringement of intellectual property (except patent or trade secret) of the Consultant.
- T. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Contract.** This Contract may be terminated, without cause, by the Program upon fifteen (15) days' advance written notice. This Contract may be terminated immediately for cause if the Consultant fails to cure its performance in accordance with the terms of this Contract within seven (7) days after receiving notice from the Program. In the event of a termination, the Program shall pay Consultant for all reasonable work performed up to the effective date of the termination. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.
- V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- W. Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- X. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.
- Y. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- Z. Survival.** The parties' obligations under sections 8.D. (Audit/Access to Records), 8.S. (Insurance Coverage), and 8.U. (Termination of Contract) will survive the termination of this Contract.



9. Contacts.

For the Foundation:

Jason D. Kennedy, Chief Financial & Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Email: jkennedy@nebcommfound.org
FEIN: 47-0769903

For the Consultant:

Jon Marshall, Media Arts & Sciences Director
DJ Case & Associates
317 E. Jefferson Blvd.
Mishawaka, IN 46545
Phone: (574) 532-2315
Email: jon@djcase.com
FEIN: 20-0509735
DUNS: 968658435
SAM Unique Entity ID: FDCGPCAM4UK7

For the ED Office:

Justin Brei, Water Resources & Engineering Manager
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue
Kearney, NE 68845
Phone: (308) 237-5728
Email: breij@headwaterscorp.com



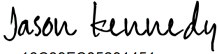
PRRIP – EDO Final

12/19/2023

10. Signatures.


By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

NEBRASKA COMMUNITY FOUNDATION:

DocuSigned by:

16C39FC86291451...
Jason D. Kennedy
Chief Financial and Administrative Officer

12/19/2023
Date


CONSULTANT:

DocuSigned by:

3079C7474BCC4F2...
Jon Marshall
Media Arts & Sciences Director

12/19/2023
Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this Agreement.

DocuSigned by:

7E01F31B519A409...
Jason M. Farnsworth
Executive Director

12/19/2023
Date



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

EXHIBIT A – Project Scope of Work & Budget

Scope of Work | DJ Case and Associates

Platte River Recovery Implementation Program Website, Intranet, Species Database/Application, and Financial System Database/Application Operation, Support, and Enhancement

January 1 - December 31, 2024

Table of contents

System Operation	2
Hosting	2
Security	2
System support, management, and enhancement	2
Support	2
Management	2
Analytics	2
Monthly reporting	3
Enhancement	3
Content consultation and facilitation	3
Iterative functionality development and enhancement	3
Species database system maintenance and enhancement	4
Species database backend system update and refinement	4
Species database frontend feature development and improvements	4
Financial tracking system/database	5
Financial system maintenance, support, and enhancement	5

In partnership with the Platte River Recovery Implementation Program (PRRIP), DJ Case and Associates (DJ Case) will conduct ongoing technical management, consultation, content/creative production, administrative- and end-user support, maintenance, hosting, and operation of the PlatteRiverProgram.org website, intranet functionality, and species database online application.

DJ Case will invoice monthly for actual time and materials not to exceed the total of services and expenses detailed in this scope of work. In the interest of efficiency, during periods in which few tasks are conducted for support, maintenance, or other activities, DJ Case will forgo monthly invoicing in favor of quarterly invoicing.



Description of tasks and deliverables follows. Additional project budget information is available at: <https://dcase.box.com/s/svqztjg67i190hkknwkb633grotjgqpz>

System Operation

Hosting

DJ Case will provide database and application hosting through DJ Case-maintained Digital Ocean hosting service, which provides 99.9% uptime, 24/7 support, and daily and weekly backups.

Security

DJ Case will continually monitor the PRRIP site to maintain a secure, reliable system. Drupal updates and upgrades are released each Wednesday (when available). As soon as notifications arrive, we ascertain what updates need to be made, apply updates and test site functionality to ensure that the modification does not affect performance. We will install, configure, and maintain an SSL (Secure Sockets Layer), which is the standard security technology for establishing an encrypted link between the web server and browser. This link ensures that data passed between the two remains private and integral.

DJ Case will maintain Sucuri (<https://sucuri.net>) monitoring on the site and respond to notifications and issues provided by the service.

Cost for system operation: \$6,795

System Support, Management, and Enhancement

DJ Case technologists and strategic communication practitioners will work alongside PRRIP staff and members to provide the tools needed to allow for easy collaboration, enhance partnerships, communicate effectively with stakeholders, and promote species and habitat restoration success.

Support

DJ Case site management experts and developers will be on hand as needed to provide support, troubleshooting, modifications, and content management consultation as needed by the PRRIP team. DJ Case will provide on-call support with same-day or better response times. Our team is available from 8 a.m. to 5 p.m. CST, and we provide 24/7/365 support for emergency issues.

Management

Beyond system operation and usage support, DJ Case will assist PRRIP in understanding how the site's visualizations, reports, documents, and intranet tools are meeting the needs of users and helping to achieve PRRIP's overarching restoration objectives. We will monitor site usage, conduct research, and provide reports on steps we have taken to keep PlatteRiverProgram.org active and effective.

Analytics

DJ Case will configure direct access for PRRIP team members to explore, visualize and analyze Google Analytics (GA4) ongoing site visitation and use data.



Monthly reporting

DJ Case will provide monthly reports detailing support and maintenance activities via monthly invoices and documentation. In the interest of efficiency, during periods in which few tasks are conducted for support, maintenance, or other activities, DJ Case will forgo monthly reporting in favor of quarterly reporting.

Enhancement

DJ Case will consult with PRRIP leadership on site usage, analytics, and future enhancements for consideration. We will research potential solutions and the feasibility of implementation to address site visitor and PRRIP team requests. We will make modifications to functionality and presentation based on user feedback and experiences.

Content consultation and facilitation

DJ Case will consult with PRRIP leadership on communications objectives of the Program and determine how to improve PlatteRiverProgram.org content and structure to better achieve those objectives. We will periodically consult with PRRIP staff and members to surface information and ideas that should be packaged for delivery to stakeholders, policymakers, and other PRRIP audiences via the public-facing site, intranet, or other channels. DJ Case will help encourage and facilitate more effective telling of the PRRIP story. We will help busy, inundated staff and members identify outreach opportunities that will further the Program mission and provide support for effective storytelling.

Iterative functionality development and enhancement

DJ Case will consult with PRRIP leadership to iteratively develop new features and functionality for PlatteRiverProgram.org and the Program's intranet as needed, to include things like:

- *Committee (Group) upgrade* - New major versions of Drupal "Groups" functionality is available for upgrade.
- *Accessibility review and update* - Since the time that PlatteRiverProgram.org was developed a few years ago, new UI/UX accessibility standards and best practices are in place. DJ Case will audit the site to identify potential accessibility issues and develop fixes to address the issues.
- *Clean up categories and classifications* - Documents on the site have a wide range of categories and classifications that were migrated from previous systems and applied somewhat inconsistently. Review existing taxonomy terms and determine what terms should be removed or merged to provide a better user search experience.
- *Event document management improvement* - Consider how to allow for inline creation of document nodes from meeting/event node addition form.
- *Addition of new gages to streamflow data collection, visualization, and download capability* - This could range from adding other USGS and Nebraska gages, which would be relatively simple, to adding non-USGS Colorado gages, which may prove more challenging depending on availability of APIs.



- *Species database public-facing content* - Work with Program biologists to determine if/what species data might be valuable for public-facing display. Then, develop dynamic visualizations and display of data.
- *Interfaces for easier management of users, specifically adding to groups* - Improve the existing process for adding and managing site users, by allowing new or existing users to be associated with specific groups.
- *Cooperating organization content type to connect people, agencies, and professional effort/involvement* - Allow users to navigate to and view content specific to state/federal organizations. This could potentially be limited in nature to include a simple link to the entities involved or could even be a page listing cooperating organizations affiliated with PRRIP.
- *Node convert* - consider configuring capability for converting content nodes from one type to another (i.e. from private document to public document) without the need for recreating an entry.
- *Frequently asked questions* - Consider development of an FAQ content type.
- *Map viewer improvements* - Consider improvements to the map viewer, especially the feasibility of using historical aerial images compared to more current aerial images.

Cost for system support, management, and enhancement: \$20,125

Species Database System Maintenance and Enhancement

Species database backend system update and refinement

DJ Case will continue to improve the current deployment environment/process, allowing for zero-downtime deployments. DJ Case will keep the database version up to date and review whether any libraries the application uses (client and/or server) should be upgraded (i.e. perfective maintenance to keep things current). Additionally, DJ Case will update the Angular version as needed.

Species database frontend feature development and improvements

At the request and guidance of PRRIP biologists and technicians, DJ Case will work to develop additional features and functionality for species data collection, QA/QC, display, and reporting. Key areas for expansion in 2024 will relate to improvements requested by Malinda Henry in the fall of 2023, for which discovery meetings have already been conducted, related to upgrading the tern and plover species database. DJ Case will be developing the capabilities of the tern and plover database to generate the figures and tables that appear in PRRIP's annual monitoring report and eliminate the middle step of data manipulation in Excel to generate those figures. These reports contain additional, new tables and figures that will need to be generated from the database.

Other improvements may include new features such as:

- *Development of species database visualizations and reports for PRRIP partners* - develop reports and visualizations for use by internal PRRIP partners (i.e. login required) to convey current species research results in an easy-to-digest fashion that does not require full species database access or understanding.



PRRIP – EDO Final

12/19/2023

- *Development of visualizations and visualization image downloads within the PRRIP species database*
- Allow users to generate and download, for example, maps of nests, illustrating success/failure.

Cost for species database system maintenance and enhancement: \$43,000

Financial Tracking System/Database

Financial system maintenance, support, and enhancement

DJ Case developed and launched the PRRIP financial tracking system in 2020 and continued to refine it in 2021 and 2022 (<https://finance.platteriverprogram.org>, login required). As PRRIP administrative staff continue utilizing the system, they require support and have needs for refinement to the application — though the system appears to be meeting needs well and will not likely require the same level of budget allocated in previous years. DJ Case developers and trainers will be available to provide support, make modifications, and implement improvements to the application as requested. Additionally, DJ Case will provide system security and software operational updates as needed.

Cost for financial tracking system/database: \$6,250

=====

Total cost: \$76,170

2024 Budget | DJ Case & Associates

PRRIP Website and Database Support

Service	Labor hours	Labor expense	Direct expenses	Total expense	Total
System operation					\$6,795
Annual website and database hosting		\$0	\$1,785	\$1,785	
Google mail service (admin@platteriverprogram.org)		\$0	\$145	\$145	
Brevo email service - 10K email delivery bundle		\$0	\$145	\$145	
Brevo Dedicated IP Address		\$0	\$270	\$270	
Security and backup monitoring/management (SSL, Sucuri)	32	\$4,000	\$450	\$4,450	
System support, management, and enhancement					\$20,125
Ongoing site/intranet support, system management, enhancements	115	\$14,375		\$14,375	
Monthly reporting	14	\$1,750		\$1,750	
Content consultation and facilitation	32	\$4,000		\$4,000	
Species database system maintenance, support, and enhancement					\$43,000
Species database backend system update and refinement	172	\$21,500		\$21,500	
Species database frontend feature development and improvements	172	\$21,500		\$21,500	
Financial system maintenance, support, and enhancement					\$6,250
Financial system support and improvements	50	\$6,250		\$6,250	
TOTALS	587	\$73,375	\$2,795	\$76,170	\$76,170



PRRIP – EDO Final

12/19/2023

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
EXHIBIT B – Certification Regarding Lobbying

The undersigned certifies, on behalf of the Consultant, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Consultant with respect to the federal grant or cooperative agreement under which the Consultant is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FOR THE CONSULTANT:

DocuSigned by:

Jon Marshall

3979C7474BCC4E2

Jon Marshall

Media Arts & Science Director

12/19/2023

Date



PRRIP – EDO Final

12/19/2023

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
EXHIBIT C – Consultant Certificate of Good Standing

State of Indiana
Office of the Secretary of State
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:


I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

D.J. CASE & ASSOCIATES, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on December 23, 2003, and was in existence or authorized to transact business in the State of Indiana on December 19, 2023.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



SEAL OF THE STATE OF INDIANA
1816

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 19, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

2003122900120 / 20233518469

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>
Expires on January 18, 2024.



PRRIP – EDO Final

12/19/2023

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

EXHIBIT D – Consultant Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/19/2023			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).</p>							
PRODUCER Trevino Insurance Group Inc. 1602 N Main St Mishawaka IN 46545		CONTACT NAME: Janell Willingham PHONE (A/C, H/L, Etc): (574)256-5712 FAX (A/C, H/L): (574)256-5798 E-MAIL: janell@trevinoinsurance.com ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Insurance Company 10677 INSURER B: AXIS Insurance Company 37273 INSURER C: Hanover Insurance Group 963171 INSURER D: INSURER E: INSURER F:			
INSURED D J Case & Associates, Inc. & 317 E Jefferson Blvd Mishawaka IN 46545							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
<p>THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INS LTR	TYPE OF INSURANCE	ADOL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	EPP0089579	06/25/2023	06/25/2024	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (See Commercial) \$ 500000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Professional Liab \$ 1000000 COMBINED SINGLE LIMIT (E.R. 3000000) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0089579	06/25/2023	06/25/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ 0		EPP0089579	06/25/2023	06/25/2024	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RRI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EW00411405	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000 Aggregate limit: 100000
C	Cyber Liability		LHW J517250 00	08/01/2023	08/01/2024		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Platte River Recovery Implementation Program Headwaters Corporation is listed as additional insured as to general and professional liability on a primary and non-contributory basis for on-going and completed operations.							
CERTIFICATE HOLDER Headwaters Corporation 4111 4th Avenue I Keamey NE 69845				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

Fax:

ACORD 25 (2016/03)

Email: breij@headwaterscorp.com

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.