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**Inter-Local Cooperation Agreement Between the
Upper Republican Natural Resources District
And the
Nebraska Department of Natural Resources**

WHEREAS, the United States Supreme Court has approved a comprehensive settlement of the Republican River Compact litigation in Kansas vs. Nebraska, No. 126, original (Supreme Court) (the "Comprehensive Settlement"); and

WHEREAS, that Comprehensive Settlement will require substantial work by the staff of the Upper Republican Natural Resources District (NRD); and

WHEREAS, such additional work will include, but not be limited to the tasks described in Attachment A; and

WHEREAS, the Nebraska Department of Natural Resources (DNR) has available from legislative appropriations funds to assist the NRD with the costs it incurs in performing such additional tasks in fiscal year 2005-06, which runs from 7/1/2005 through 6/30/2006; and

WHEREAS, the NRD will also devote substantial resources of its own to implement the Comprehensive Settlement.

NOW THEREFORE, the parties hereto agree as follows:

(1) The NRD agrees to:

- (a) Perform the tasks described in Attachment A;
- (b) Provide DNR with an annual report, by June 15, 2006, describing all contributions by the NRD towards the implementation of the Comprehensive Settlement;
- (c) Bill the DNR for costs actually incurred by the NRD in providing such services, the total amount not to exceed \$80,000 in fiscal year 2005-06. Billings shall be itemized and submitted no more often than once per month and shall be accompanied by a report describing the services performed since the last such billing. Any individual item in excess of \$1,000 shall be documented;
- (d) Certify that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The NRD agrees to provide a copy of its drug free workplace policy at any time upon request by the DNR;
- (e) Ensure compliance with Nebraska Technology Access Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>;
- (f) Ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (Neb. Rev. Stat. Sections 48-1101 through 48-1125); and

- (g) Warrants that its board members, officers, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement. The NRD shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations. The existence of any conflict of interest shall enable DNR to void this Agreement.
- (2) DNR agrees to promptly review all bills submitted by the NRD and, in the absence of any dispute over those bills, pay the NRD the amount billed within 21 days of the receipt of the bill.
- (3) All materials, supplies, software, hardware, and equipment purchased by the NRD to carry out the purposes of this agreement will be the property of the NRD. Equipment purchased by DNR for use by the NRD shall be returned to DNR upon request.
- (4) This agreement may be modified in writing at any time by mutual agreement of the parties or may be terminated by either party by giving the other party 30 days notice in writing of such termination. Services provided by the NRD prior to the date of any such termination shall be paid by the DNR in accordance with item (2) above.
- (5) This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act. (Neb. Rev. Stat. Sections 81-8,302 through 81-8,306.

Jason Fanning
Upper Republican NRD

9-29-05
Date

Chris Bleed
Nebraska Department of Natural Resources

10/7/05
Date

APPROVED
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL
ADD DATE 10/7/05

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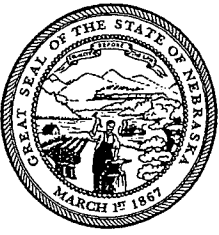
Attachment A - Budget FY 2005 - 2006
 Upper Republican Natural Resource District
 Republican River Settlement Implementation

State funding-

Staff		
1 2/3 FTE Technician or equivalent-		
Salary including benefits		<u>\$55,950</u>
	Subtotal	\$55,950
Equipment		
2- ATVs		<u>\$8,500</u>
	Subtotal	\$8,500
Supplies		
Miscellaneous office and field		\$1,550
Vehicle operating, insurance, and maintenance		\$4,000
Statistical software package-NRD choice		
Groundwater modeling plan analysis		<u>\$3,500</u>
	Subtotal	\$9,050
Training		
Statistical software training		<u>\$1,500</u>
	Subtotal	\$1,500
Other Costs		
Professional Services (legal, technical, modeling)		<u>\$5,000</u>
	Subtotal	\$5,000
	Total State Funding	\$80,000

District Funding

Staff		
.4 Manager inputs, Integrated management plan implementation		\$32,000
.2 FTE Water Quality Technicians		\$7,500
.1 Administrative Assistant		<u>\$4,000</u>
	Subtotal	\$43,500
Other cost (mileage, mailing, phone, equipment maintenance)		<u>\$5,500</u>
	Total District Funding	\$49,000



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES
Roger K. Patterson
Director

October 7, 2005

IN REPLY TO:

Jasper Fanning, Manager
Upper Republican NRD
135 West 5th Street
P.O. Box 1140
Imperial, NE 69033-1140

Dear Jasper,

Enclosed is Upper Republican NRD's original, fully executed contract with the Department of Natural Resources.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "A. D. Diers".

Ann D. Diers
Legal Counsel

lg
Enclosure

clrshare/contracts/2005

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