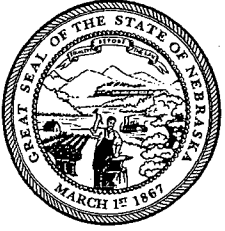


LBND



**Dave Heineman**  
*Governor*

# STATE OF NEBRASKA

**DEPARTMENT OF NATURAL RESOURCES**  
**Roger K. Patterson**  
*Director*

October 7, 2005

IN REPLY TO:

Mike Onnen, Manager  
Little Blue NRD  
110 West 2<sup>nd</sup>  
P.O. Box 100  
Davenport, NE 68335-0100

Dear Mike,

Enclosed is Little Blue 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 cursive script, appearing to read "A. D. Diers".

Ann D. Diers  
Legal Counsel

lg  
Enclosure

Inter-Local Cooperation Agreement Between the  
Little Blue Natural Resources District  
And the  
Nebraska Department of Natural Resources

Whereas, the State of Nebraska and the states of Wyoming & Colorado have signed an agreement with the US Department of Interior to develop a basin wide program to provide habitat for threatened and endangered species that utilize the Central Platte River Basin in Nebraska; and

Whereas, one of the requirements of that agreement is the preparation, by each of the states, of a plan (New Depletion Plan) to prevent or offset the impacts of each state's new uses of water on the stream flows needed for the threatened and endangered species; and

Whereas, considerable time and effort has been expended on the development of a Nebraska New Depletion Plan which places major responsibility for implementation of that plan on the Little Blue Natural Resources District (NRD) and six other Natural Resources Districts; and

Whereas, the NRD will need to perform additional work to implement the New Depletion Plan, and if any of the NRD's land area that is subject to the New Depletion Plan is determined, during the term of this agreement, to be fully appropriated pursuant to Neb. Rev. Stat., Sections 46-713 and 46-714, such work will need to be accomplished through the preparation, adoption and implementation of an Integrated Management Plan in accordance with the Ground Water Management and Protection Act; and

Whereas, the additional work that the NRD will have to perform in accordance with that responsibility includes 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 between July 1, 2005 and June 30, 2007; and

Whereas, the NRD will also devote resources of its own to implement the New Depletions Plan.

NOW THEREFORE, the parties hereto agree as follows:

- (1) The NRD agrees:
  - (a) To perform the tasks described in Attachment A;
  - (b) To bill DNR for the costs actually incurred by the NRD in providing such services, the total amount not to exceed \$9,400 during the term of this agreement. An itemization of anticipated expenditures is included in Attachment A. Billings shall be itemized and submitted at least quarterly, but no more often than monthly. Billings shall describe the services performed during the billing period and any individual item in excess of \$1,000 shall be documented;
  - (c) To expend, for the costs of preparing, adopting and implementing the New Depletion Plan and to do so, if and as applicable, through an Integrated Management Plan, at least \$1.00 from other NRD funds for each \$1.00 received from DNR in accordance with this agreement;
  - (d) To provide DNR, by September 30, 2006 and September 30, 2007, with a report for the previous fiscal year of (1) the work performed in accordance with this agreement; (2) the costs paid for such work from funds provided by DNR pursuant to this agreement; and (3) the costs paid for such work from other NRD funds;
  - (e) And certifies 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 DNR;
  - (f) To ensure compliance with Nebraska Technology Access Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>;

- (g) To ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (Neb. Rev. Stat. Sections 48-1101 through 48-1125); and
- (h) And 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 render this Agreement voidable by DNR.

(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 provisions of this agreement will be the property of the NRD.

(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 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).

Little Blue NRD

Department of Natural Resources

Michael Owen      9/29/05  
 \_\_\_\_\_      Date

acting Chris Reed      10/7/05  
 Director      Date

**APPROVED**

AS TO FORM & CONTENT  
 BY NDNR LEGAL COUNSEL

ASS      DATE 10/7/05

**Inter-Local Cooperation Agreement Between the  
Little Blue Natural Resources District  
And the  
Nebraska Department of Natural Resources**

**Attachment A**

Tasks to be performed by the Little Blue Natural Resources District (NRD):

1. Locate and document all existing wells in northwest Adams County.
2. Obtain owner verification of wells where necessary to ensure accuracy of records.
3. Build a database of owners, tracts, acres irrigated, system type, and other pertinent data.
4. Identify potential irrigable lands that are not currently irrigated.

Expenditures:

Personnel:	\$7,200
Mileage	\$1,800
Office/Supplies	<u>\$ 300</u>
	\$9,400