

SPNR0 - NDP

Inter-Local Cooperation Agreement Between the
South Platte Natural Resources District
And the
Nebraska Department of Natural Resources

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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 South Platte 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, such work 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 \$19,300 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 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.

South Platte NRD

Department of Natural Resources

Bob R. Clow 9-14-05
Date

Ann Bleed 8/26/05
Acting Director Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

ASD DATE 8/25/05

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ATTACHMENT A

**Platte River Cooperative Agreement Implementation Costs
Thursday, August 18, 2005**

Fiscal Years 2005 and 2006

<u>Expenditures:</u> <u>Budgeted Items</u>	<u>Proposed Amounts</u>
Vehicle Operating Costs:	\$2,353
Information and Education:	\$250
Office Supplies and Expenses:	\$1,475
COHYST Interlocal Agreement:	\$1,871
Professional Services:	\$1,000
Personnel:	\$26,901
Administrative Salary including benefits	\$6,449
COHYST Hydrologist/Modeler including benefits	\$0
Clerical Salary including benefits	\$4,668
Tech Salary including benefits	\$15,784
Field Equipment	\$750
Office Equipment:	
Computers (2)	\$4,000
<hr/> <hr/> Total	<hr/> <hr/> \$38,600

Revenue:

Fiscal Years 2005 and 2006 Anticipated State Funds	\$19,300
Fiscal Years 2005 and 2006 SPNRD 50% Matching Funds	\$19,300
<hr/> <hr/> Total	<hr/> <hr/> \$38,600

SPNRD Tasks Related to New Depletion Plan

1. COHYST modeling contribution and program activities
2. Flow meter and water level measurement readings
3. Certification of irrigated acres/prevention of expansion of irrigation acres
4. Preparation and adoption of amending ground water management area rules and regulations
5. Development of needed data bases and GIS mapping processes
6. Determination of whether a proposed new ground water use creates a depletion and the amount of that depletion
7. Determination of the offset needed for that new depletion and verification of that offset and the continued monitoring needed to assure that the offset is maintained
8. Administration of the IMP Work Group process, and the development and adoption of an integrated ground water/surface water management plan