

TRRD

Inter-Local Cooperation Agreement Between the  
Twin 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 Twin 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 \$108,000.00 during the term of this agreement. An itemization of anticipated expenditures is included in Attachment B. 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 \$1,000.00 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).

Twin Platte Natural Resources District

Department of Natural Resources

  
General Manager      Date 8.27.05

  
Director      Date 9/1/05

KOM: Data: CA Documents: TPNRD NDP funding contract 08-29-05

**APPROVED**

AS TO FORM & CONTENT  
BY NDNR LEGAL COUNSEL

 DATE 9/1/05

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## Attachment A

The Twin Platte Natural Resources District (NRD) agrees to provide the necessary resources to implement the proposed New Depletions Plan as part of Nebraska's agreement to prevent or offset the impacts of new uses of water on the stream flows of the Platte River needed for the endangered species. As part of the effort to meet these requirements, and in exchange for funding provided by the State of Nebraska through the Department of Natural Resources (DNR) the NRD will perform tasks and fulfill functions that include, but are not limited to:

1. Develop and carry out programs for administration of a Platte River Cooperative Agreement New Depletions Plan and an Integrated Management Plan within the Twin Platte Natural Resources District in cooperation with the Nebraska Department of Natural Resources and the Natural Resources Districts within the Platte River Basins in Nebraska. The Twin Platte Natural Resources District will provide one dollar (\$1.00) for every one dollar (\$1.00) of State of Nebraska Funds used for these programs.
2. Programs will include data collection and analysis, information assimilation and analysis, plans development, rules & regulations development, incentives development and management of the plans, incentives and rules & regulations.

### Use of State of Nebraska funds:

#### Year 1 (2004-05 Fiscal Year)

- Placement and training of personnel (2 FTE)
  - ❖ Water Programs Regulatory Coordinator
  - ❖ Geographic Information Systems Coordinator
- Begin development of New Depletions Plan
- Begin development of Integrated Management Plan
- Develop methodology and processes utilizing aerial photography and Geographic Information Systems technology for identifying land use and irrigated acres within a portion of the basin for the 2004 growing season

#### Year 2 (2005-06 Fiscal Year)

- Continue development of the New Depletions Plan
- Continue development of Integrated Management Plan
- Establish baseline for land use and irrigated acres for the 2004 growing season
- Maintenance of personnel (2 FTE)
  - ❖ Water Programs Regulatory Coordinator
  - ❖ Geographic Information Systems Coordinator

#### Year 3 and beyond

- Implementation of the New Depletions Plan
- Implementation of Integrated Management Plan
- Maintain a current baseline for land use and irrigated acres
- Maintenance of personnel (2 FTE)
  - ❖ Water Programs Regulatory Coordinator
  - ❖ Geographic Information Systems Coordinator

Attachment B  
**TWIN PLATTE NATURAL RESOURCES DISTRICT**

**Implementation of Cooperative Agreement**

**Budget - State of Nebraska Funds - 2006FY**

**EXPENSES**

<b>Personnel - Direct Costs (Salary and Benefits)</b>	<b>\$89,100.00</b>
- Water Programs Regulatory Coordinator (1.0 FTE)	
- Global Information Systems Coordinator (1.0 FTE)	
<b>Personnel - In-Direct Costs (2.0 FTE)</b>	<b>\$6,380.00</b>
- Insurance	
- Personnel Expense	
- Mileage (\$0.405 @ 6,000 miles)	
- Meals, Lodging, Continuing Education, Miscellaneous	
- Cell Phones	
<b>Office and Field Supplies</b>	<b>\$3,250.00</b>
- Supplies	
- Brochures	
- Postage	
<b>Special Projects and Capitol Outlay</b>	<b>\$9,270.00</b>
- Computer Software (2006FY)	
GIS Software	
<b>TOTAL</b>	<b>\$108,000.00</b>

**REVENUE**

<b>State Grants and Funds</b>	<b>\$108,000.00</b>
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**Budget - Twin Platte Natural Resources District Funds - 2006FY**

**EXPENSES**

<b>Personnel - Direct Costs (Salary and Benefits)</b>	<b>\$62,600.00</b>
<b>Personnel - In-Direct Costs</b>	<b>\$18,400.00</b>
- Vehicle Expense	
- Insurance	
- Personnel Expense	
- Meals, Lodging, Continuing Education, Miscellaneous	
- Phones	
<b>Office and Field Supplies</b>	<b>\$27,000.00</b>
- Supplies	
- Brochures	
- Postage	
- Project Oper / Main - Ground Water	
- Rent, Utilities	
<b>Special Projects and Capitol Outlay</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$108,000.00</b>

**REVENUE**

<b>Property Taxes</b>	<b>\$108,000.00</b>
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