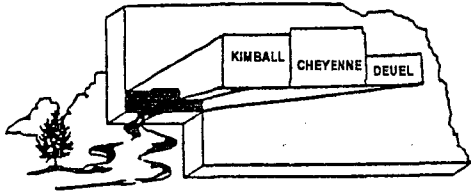


South Platte NRP Inter-
Luisi



SOUTH PLATTE NATURAL RESOURCES DISTRICT

551 Parkland Drive, PO Box 294 Sidney, Nebraska 69162
(308) 254-2377 FAX (308) 254-2783 www.spnrd.org

August 11, 2004

RECEIVED

AUG 12 2004

DEPARTMENT OF
NATURAL RESOURCES

Ann D. Diers, Legal Counsel
Nebraska Department of Natural Resources
P.O. Box 94676
Lincoln, NE 68509-4676

Dear Ann:

Enclosed is the original fully executed Interlocal Cooperative Agreement between the South Platte Natural Resources District and the Nebraska Department of Natural Resources. The directors approved this document at their August 10, 2004 board meeting. A copy of the agreement was made for our records.

Thank you for working with me on this agreement.

Cordially,

Rod L. Horn, General Manager
South Platte Natural Resources District

RLH/s

Enclosure

Inter-Local Cooperation Agreement Between the
South Platte 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 endangered species that utilize the Central Platte River Basin in Nebraska; and

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

Whereas, considerable time and effort has been expended on the development of a New Depletions 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 additional work that the NRD will have to perform in accordance with that responsibility includes the tasks described in Attachment A; and

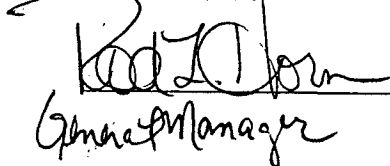
Whereas, the Nebraska Department of Natural Resources (DNR) has available from legislative appropriations funds to assist the NRD with the costs it incurs in performing such additional tasks between the effective date of this agreement (date last signed) and June 30, 2005; and

Whereas, the NRD will also devote matching resources of its own to implement the New Depletions Plan and by September 30, 2005 will provide DNR with a report of the contributions to that effort under the terms of this agreement.

NOW THEREFORE, the parties hereto agree as follows:

- (1) The NRD agrees to:
 - (a) Perform the tasks described in Attachment A; and
 - (b) Bill DNR for the costs actually incurred by the NRD in providing such services, the total amount not to exceed \$29,000 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.
- (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.

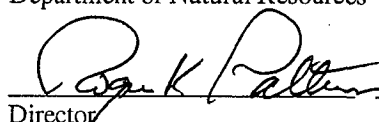
South Platte NRD



General Manager

8/10/04
Date

Department of Natural Resources

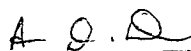


Director

7/30/04
Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 7/25/04

Attachment A

The South 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. COHYST modeling staff 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 amendments to ground water management area rules and regulations.
5. Development of needed data bases and GIS mapping processes.
6. Determinations of whether proposed new ground water uses create depletions and the amount of such depletions.
7. Determinations of the offsets needed for such new depletions and verification of such offsets and the continued monitoring needed to assure that such offsets are maintained.
8. Issuance of permits for increases in ground water irrigated acres, where allowed, and determining if those increases create depletions and a need for offsets. Monitoring those changes.

BUDGET

Fiscal Year 2005

Expenditures:

Budgeted Items

Proposed Amounts

Vehicle Operating Costs:		\$1,500
Information and Education:		\$250
Office Supplies and Expenses:		\$2,250
Contracted Services:		
Low level aerial photography		\$2,000
Professional Services:		\$3,000
Personnel:		<u>\$39,000</u>
.25 FTE Administrative Salary including benefits	\$10,800	
COHYST Hydrologist/Modeler including benefits	\$7,800	
.25 FTE Clerical Salary including benefits	\$7,200	
.5 FTE Tech Salary including benefits	\$13,200	
Field Equipment		\$4,500
Office Equipment:		
Computers (2)		\$5,500
TOTAL		\$58,000

Revenue:

Fiscal Years 2004 and 2005 Anticipated State Funds	\$29,000
Fiscal Years 2004 and 2005 SPNRD 50% Matching Funds	\$29,000
TOTAL	\$58,000