

North Platte Inter.
Local

13-801
I-L Coop Agree Am
PPN receipts
Material Div. Tenn
MS
Warrant

81-118	-112
81-145	-1174 to -1182
Direct Purchases	-161.03
Stockings Bal	-8,211
	-1014 - vehicle
	-1107 - DAS Outlets
	-1114 - Preaudits
	-1117.02 - Computer file data

Inter-Local Cooperation Agreement Between the
North 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 ~~North~~ ^{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 North 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 July 1, 2004 and June 30, 2005; and ✓

Whereas, the NRD will also devote ~~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 \$117,000 during the term of this agreement. An itemization of ~~anticipated expenditures~~ ^{shall} is included in Attachment A. Billings ~~will~~ ^{shall} be itemized and submitted at least quarterly, but no more often than monthly. Billings ~~should~~ ^{shall} describe the services performed during the billing period and any individual item in excess of \$1,000 ~~should~~ ^{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~~ North Platte NRD

Department of Natural Resources ✓

_____ Date

_____ Director

_____ Date

Attachment A

The North 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:

Develop a program to meet the responsibilities of the North Platte NRD for the Cooperative Agreement and the Integrated Management of surface water and ground water. This will include the development and implementation of the Depletions Plan and the Integrated Management Plan.

Further data collection, analysis and use of the COHYST model will be a part of the program. Development and implementation of new rules and regulation to deal with the issues will be a significant part during the first year of a program. Certification of irrigated acres and development of GIS coverages will be part of the program over the first few years. One new staff person will be hired to assist existing staff in this effort.

A ✓ Studies with the U.S. Geological Survey to better understand surface water and ground water is planned.

SKT

BUDGET

Fiscal Year 2004-05

EXPENDITURES

	<u>Proposed Amounts</u>
Salary & Benefits – New Tech Staff	\$ 28,800.00
Salary & Benefits – Existing Staff	\$ 52,000.00
USGS Study	\$ 112,000.00
Computer & Software	\$ 9,500.00
Travel	\$ 1,750.00
Office Supplies	\$ 750.00
Tech Development & Certification of Acres	\$ 29,200.00
TOTAL	<u>\$ 234,000.00</u>

REVENUE

Fiscal Year 2004-05 State Funds	\$ 117,000.00
Fiscal Year 2004-05 NRD Funds	\$ 117,000.00
TOTAL	<u>\$ 234,000.00</u>