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Inter-Local Cooperation Agreement Between the
Central 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 Central 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 \$189,000 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.

Central Platte NRD

Department of Natural Resources

_____ Date

_____ Director _____ Date

Attachment A

The Central 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:

Developing and carrying out various programs for the administration of a Platte River Cooperative Agreement and an Integrated Management Plan and Program within the Central Platte NRD in cooperation with the Nebraska Department of Natural Resources and the Natural Resources Districts within the Platte River Basin(s) above Columbus, Nebraska. The Central Platte NRD will provide a match of ~~50% or more to~~ State of Nebraska funds used for this program.

at least one dollar (\$1.00) for each one dollar (\$1.00) of

Programs will include research, data collection and analysis, modeling, information assimilation and analysis, plan development, rules and regulations development, incentive development, and management of the plans, incentives, and rules and regulations.

Attachment A (cont.)

BUDGET

Fiscal Year 2004-05

EXPENDITURESProposed Amounts**Personnel – Salary & Benefits (20%)****\$219,800.00**

Manager (0.33 FTE)
 Hydrologist (0.75 FTE)
 Data Network Specialist (0.18 FTE)
 Resource Specialist (0.57 FTE)
 Water Resources Specialist (0.17 FTE)
 Water Resources Assistant (0.55 FTE)
 GIS Specialist (0.72 FTE)
 Conservationist (0.33 FTE)

Personnel – Expense**\$ 10,700.00**

Mileage, Meals, Lodging, Etc.

Office & Field Supplies**\$ 4,000.00**

Supplies, I&E, Postage, Etc.

Office & Field Equipment**\$ 45,500.00**

Infrared Photography
 iPAC PDA with ArcPad (2)
 Computer Hardware
 Computer Software
 Printer
 Other

Studies & Projects**\$106,000.00**

Water Resources Gaging USGS
 Monitor Stations
 Weather Station
 USGS Trib Studies
 Recharge/Runoff

Professional Services**\$ 35,000.00**

Groundwater Monitor Wells
 Observation Well Installation

Water Conservation Cost-Share**\$ 68,000.00**

Irrigation Re-Use Systems
 Water Flow Meters
 EQIP
 CREP/Retirement

TOTAL**\$489,000.00****Revenue:**

Fiscal Year 2004-05 State Funds
 Fiscal Year 2004-05 NRD Funds
 Total

\$189,000.00

\$300,000.00

\$489,000.00