

LOWER PLATTE RIVER CONSORTIUM

This Agreement (hereinafter "this Agreement") is entered into by and between the following members, all of which are political subdivisions of and are situated in the State of Nebraska or an Agency of the State of Nebraska, , and are collectively referred to as "Parties".

The Parties to this Agreement are identified as follows:

Nebraska Department of Natural Resources
 Lower Platte South Natural Resources District
 Lower Platte North Natural Resources District
 Papio-Missouri River Natural Resources District
 City of Lincoln
 Metropolitan Utilities District

WHEREAS, the Lower Platte River Basin is geographically large and diverse in its geology, land use, ground and surface water supplies, and water uses. Each of the parties is charged with responsibilities for planning, managing, and/or supplying water resources. These Parties are located and carry out their functions in the lower subbasin of the Lower Platte River Basin, but much of the water supplies that support these functions are derived from the upper subbasins of the Lower Platte River Basin. The Parties desire to work together to evaluate the water supplies available to the Lower Platte River subbasin during times of shortage.

Therefore, in consideration of the mutual covenants expressed herein, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY:

This Agreement is made and entered into by the Parties pursuant to the certain authorities conferred upon each under the Interlocal Cooperation Act; Neb. Rev. Stat. S13-801 through S13-827, specifically 13-807 for forming joint contracts.

2. CONSORTIUM:

The Parties hereby create the Lower Platte River Consortium (hereinafter referred to as "Consortium"). The Consortium shall be governed by the terms of this Agreement and pursue the purposes described in Section 3. The Consortium shall not be an entity separate and distinct from the respective Parties hereto, but rather a collaborative working arrangement of the Parties.

3. PURPOSE:

The purpose of this Agreement is for the Parties to form a Consortium to study long-term water supplies available to the lower subbasin for enhancing streamflows or aquifer storage to support sustainable public water systems.

This Agreement shall provide the organizational and administrative structure and enumeration of the powers, privileges and authority of the Consortium and the financial cooperative effort necessary to carry out its purpose. The powers, privileges and authorities of the Consortium shall not be used in a manner that is in violation of any of the Parties' public purposes.

4. POWERS :

The Consortium shall have such powers, privileges and authority as authorized by the Parties as necessary to achieve the purposes of the Consortium as set forth in this Agreement. Such powers, privileges and authority shall include but not be limited to the following authorities:

- i. Schedule and conduct meetings to transact business
- ii. To hold public meetings
- iii. To enter into contracts and agreements with other public agencies and private sector vendors except that a contract or agreement with any subject matter under the Department of Natural Resources (Department) jurisdiction shall be approved or disapproved by the Director of the Department (Director) and if approved shall be concurrently executed by the Director and the Lead Party or the contract or agreement shall be void or voidable.
- iv. To assess, collect and expend funds from the members, from grants, or other financial sources.
- v. To undertake studies, investigations or surveys and do research as may be necessary, , and publish and disseminate the results.
- vi. To retain legal and other professional services

5. CONSORTIUM :

The Consortium shall be responsible for the administrative, technical, and financial affairs of the Consortium. The Consortium shall be composed of one representative from each of the Parties.

- i. Each Party shall designate a representative and an alternate to the Consortium and shall notify the Lead Party in writing of such appointments and of any subsequent changes in appointments.
- ii. Each Party shall be entitled to one vote, cast by either the representative or alternate for the Party.
- iii. All decisions shall be made by unanimous consensus of the Consortium members. A quorum, which shall be the the presence of a representative or alternate representative of each Party shall be required to transact any official discussions or business.
- iv. Meetings shall follow the requirements of the Public Meeting Act.
- v. Meetings of the Consortium shall be held at least quarterly, or at the call of the Consortium Chair.
- vi. The representatives of the Consortium shall select from among the Consortium members a "Consortium Chair" and "Consortium Vice-Chair"
- vii. The Consortium may also retain professional and legal services, if needed.

6. LEAD PARTY:

The Lower Platte South Natural Resources District shall serve as the Lead Party for the Consortium. As Lead, its responsibilities include:

- i. Serving as the administrator, to include collecting and holding the contributions from members and other revenues, making the disbursements for expenses related to the Consortium activities, and as grant applicant and administrator.

- ii. Serving as contracting member along with the Department on behalf of the Consortium.
- iii. Serving as day-do-day administration for the Consortium, including information dissemination to members and the general public, scheduling and organization of meetings, record-keeping, and coordination of study participants including consultants and legal counsel.

7. FINANCES AND BUDGET:

The Consortium shall be applying for grants to assist in the cost of preparing the Lower Platte River Drought Contingency Plan. Successful grant determinations will lower each Party's pro-rata share of contributory funds. Each Party's total contribution under this agreement will not exceed \$40,000, with the exception of the Department of Natural Resources whose share will not exceed \$100,000.

The Consortium shall have the authority to authorize applications for financial grants, to include use of Consortium funds and in-kind services for match. Such applications shall be made by the Lead on behalf of the Consortium.

8. DURATION:

This Agreement shall become effective and binding upon its approval by appropriate action of all of the Parties. The term of this Interlocal Agreement shall be three (3) years from the effective date, unless further extended by the mutual agreement of all Parties.

9. WITHDRAWAL:

Any party to this Agreement may withdraw from this Agreement and from representation on the Consortium upon written notification to the Chair of the Consortium. Such withdrawal shall be effective upon receipt of the written notification. There will be no financial reimbursement of remitted funds unless specifically authorized by the Consortium .

10. NEW MEMBERS:

New members can be added to the Consortium with a vote of the Consortium. Eligible entities would be limited to political subdivisions charged with responsibilities for planning, managing, and/or supplying water resources for public water systems in the Lower Platte River Subbasin.

11. PARTIAL OR COMPLETE TERMINATION :

This Agreement and the Consortium created hereby shall be terminated upon the earlier of the completion of its purposes and objectives described herein or upon the vote of two-thirds of the then constituted Consortium for the complete or partial termination of the Consortium and this Agreement. Upon action to terminate the Consortium, all outstanding debts and obligations of the Consortium shall be paid and all unused funds and appropriations shall be returned to the remaining Parties in such proportions as represented by the pro rata share paid by each Party.

12. AMENDMENT AND MODIFICATION:

For all matters other than membership, this Agreement may be amended or modified upon the approval of written modifications by all then current Parties hereto in writing, signed by and duly adopted and approved by each of the current Parties hereto.

13. DUPLICATE COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same instrument. This Agreement is hereby approved and executed by the following Parties on the dates shown below.

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

BY: _____

DATE: _____

CITY OF LINCOLN

BY: _____

DATE: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____