




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: December 6, 2019
To: Each Director 
From: Paul D. Zillig, General Manager
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 1:00 pm on Thursday, December 5, 2019 at the NRD Office in Lincoln. Subcommittee members present included Larry Ruth, Deborah Eagan, Milt Schmidt, Dan Steinkruger, Bruce Johnson, and Ray Stevens. Others present included Cory Schmidt - NRCS, Steve Seglin, Corey Wasserburger, Kathy Spence and myself.

Chair Ruth called the meeting to order. The first item on the agenda was to consider a new Memorandum of Agreement with USDA/NRCS (attached). Schmidt discussed the agreement and reported that this is a general agreement outlining how both agencies work together to assist landowners with their conservation efforts, a more detailed operational agreement will be follow.

It was moved by Steinkruger, seconded by Schmidt, and unanimously approved by the Subcommittee members present to **recommend the Board of Directors approve the Memorandum of Agreement with USDA, Natural Resources Conservation Service.**

The next item on the agenda was to review a number of NRD Operating and Personnel Policies that staff is proposing to be modified. I reviewed the attached summary and red-lined copy of the proposed changes. Seglin recommended that instead of removing “elected” to Operating Policy B-1, Definition, Director, the Subcommittee instead add “or appointed” after “elected”. The Subcommittee also discussed Legal Counsel’s suggestion that they consider adding “sole source” as a reason for simplifying the bidding process, legal counsel will work on a proposed amendment. This proposed amendment will be provided.

It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the proposed amendments to the Operating and Personnel Policies, including the change to Operating Policy B-1, Definition, Director, adding “or appointed”.**

The next item on the agenda was to consider approving a proposal from Capital City Concepts, LLC to prepare a Wage and Benefit Comparability Study. I reported that the

estimated cost is \$9,750 plus expenses, this study has been done every 4 years and is due again in 2020. The Subcommittee reviewed and discussed the attached proposal. It was moved by Steinkruger, seconded by Johnson, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the Wage and Benefit Comparability Study proposal from Capital City Concepts, LLC.**

The next item was to consider the extending the current Work Crew Agreement with the Nebraska Department of Correctional Services/Cornhusker State Industries to provide two crews to assist with NRD operation and maintenance activities. I reported that the NRD has utilized these “crews” for over 30 years. The current agreement, approved in 2018, can be annually extended up to three times, this would be the second extension (attached). It was moved by Stevens, seconded by Schmidt, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the 2020 Renewal Acknowledgement Work Crew Agreement with the Nebraska Department of Correctional Services/Cornhusker State Industries.**

Ruth reported that he requested each Director to provide input on the performance of the General Manager, he is waiting to receive a few more evaluations.

I then reported that this spring we discussed the need to either hire staff or budget funds for the maintenance of property in the Haines Branch Prairie Corridor. We included this in LRIP and also \$20k in the FY’20 budget for a second Maintenance Technician. I reported that after discussing the HBPC maintenance needs with NRD staff and the need for additional help on the Lincoln channels and wetland/wildlife properties, I will begin the process to fill the second maintenance technician position.

The final item on the agenda was to discuss future legal services for the NRD. Ruth reported that the current Engagement Letter with Johnson Flodman expires May 1st. Seglin and Wasserburger reported on the work they’ve done for the NRD this year, and their interest in continuing as NRD Legal Counsel. The Subcommittee reviewed the timeline, discussed the needs of the District, and expressed their interest in taking some time to think about this issue. It was moved by Steinkruger, seconded by Johnson, and unanimously approved by the Subcommittee to **table the legal service discussion until the next Executive Subcommittee Meeting.**

There being no further business the meeting adjourned at 3:10 pm.

PDZ/pz

pc: Steve Seglin
Corey Wasserburger

MEMORANDUM OF AGREEMENT BETWEEN THE

United States Department of Agriculture, Natural Resources Conservation Service

AND

Lower Platte South Natural Resources District, a Political Subdivision of the State of Nebraska

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Lower Platte South Natural Resources District (NRD).

The authority of USDA to enter into this agreement is the Soil Conservation and Domestic Allotment Act, 16 U.S.C. § 590 (a-q).

The NRCS and NRD (the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and NRD share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and

resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

Nebraska's system of local natural resources management is unique in the United States. Unlike the county-wide districts found in most states, Nebraska's Natural Resources Districts (NRDs) are based on river basin boundaries, enabling them to approach natural resources management on a watershed basis. There are 23 NRDs in Nebraska. Each district is autonomous, governed by a locally-elected Board of Directors. While NRDs share a common set of responsibilities, each district sets its own priorities and develops its own programs to best serve local needs.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the NRD coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either Party to activities beyond the scope of their respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

The NRD shall:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
 - Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
 - Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a District Master Plan every ten (10) years and a Long Range Plan of Work each year. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- Update NRCS on activities of local and state advisory committees and community groups attended by NRD board members and staff.
- Cooperate and collaborate across NRDs, as appropriate.

NRCS shall:

- Support outreach activities and ensure the NRD is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the NRD.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a representative to participate in NRD meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the NRD be unable or unwilling to.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the NRD for technical guidance and assistance.
- Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further NRD natural resource conservation goals and objectives.
- Provide an annual summary of NRCS accomplishments to the NRD.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each Party, as well as their roles in the delivery of soil and water conservation.

The NRD shall:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards related to joint projects undertaken by the two parties.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- Participate in local, state, and national opportunities for policy, program, and project development.

NRCS shall:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the NRD and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.

- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Provide non-NRCS employees job approval authority in accordance with NRCS policy and consistent with State laws.
- Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the NRD board members and staff to participate in policy, program, and project development.
- Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.

C. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

NRD personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The NRD's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

D. Public Relations

The parties agree to:

- Utilize each party's public information program to inform private landowners about conservation programs including, when appropriate, distribution of technical and financial assistance information.
- Provide information to the public on Farm Bill Conservation programs and activities to improve producer profitability and soil health for the benefit of natural resources.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.

This MOA may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All Parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

The Department of Agriculture and NRD and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service	Lower Platte South Natural Resources District
Cory Schmidt District Conservationist	Paul Zillig General Manager

V. **SIGNATURES**

USDA NATURAL RESOURCES CONSERVATION SERVICE

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

Craig Derickson, State Conservationist

Larry Ruth, NRD Chair

Date

Date

Appendix A

ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS

Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, "Acknowledgment") is to require acknowledgment by Lower Platte South Natural Resources District (hereinafter, the "Conservation Cooperator") of the requirements of 7 USC 8791 (Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

NRCS Conservation Cooperator

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer's permission.

Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) (hereinafter, "section 1619" provides that USDA, or any "contractor or cooperator" of USDA, "shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided." USDA may disclose protected information to a USDA cooperator when such cooperator is "providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices" if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The Conservation Cooperator is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgment, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

Responsibilities

The Conservation Cooperator certifies that:

- It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
- Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager,

supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.

- The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, “the Work”). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
- The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.
- The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
- The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
- This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
- Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- The State’s “sunshine law,” “open records act” or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

Protected Information

An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:

- State identification and county number (where reported and where located).
- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.

- Production shares and share of acres for each Farm Serial Number (FSN) field.
- Acreage information, including crop codes.
- All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.

Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.

Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by USDA, including termination of the underlying Federal agreement.

Effective Period

This Acknowledgment will be in effect on the date of the final signature of the underlying agreement and continues until USDA notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

**PROPOSED POLICY UPDATES
DECEMBER 2019**

OPERATING POLICIES

- B-1 Definitions** Director – Elected ^{or appointed} member of the Board of Directors. ~~remove~~
~~“Elected”~~
- C-8.3 Officers** Terms - add “full”, director shall not serve more than 2 “full” successive terms in the same office.
- C-10.7 General Manager** The GM shall have the authority to approve groundwater bmp applications, cover crop applications, and buffer strip agreements up to budgeted amounts, reporting all approvals to the Board of Directors.
- C-12.2 Agenda of Board** Remove “mailed” and replace with “provided” to each Director.
- D-2.1.a Executive Sub.** Add “and establish preliminary positions on all Legislative Bills prior to formal Board action.”
- D-3.1.h. F&P Subcomm.** “Review and prepare proposed Operating Costs for the NRD Budget.”
- F-3.(2,3, & 4) Fund Control** Change “\$10,000” to “\$15,000”.
- F-3, (4&5) Fund Control** Change “\$35,000” to “\$50,000”.
- G-16 Public Records exam.** Change normal business hours from 8:00 am to “5:00 pm” to 8:00 am to “4:30 pm”.

PERSONNEL POLICIES

#14 Overtime and Comp Time

Non-Exempt - Update employee position titles for the positions of Receptionist/Secretary, District Office Secretary/Program Assistant, Environmental Educator, and District Field Office Secretary (NRCS).

Exempt - Update employee position titles for the positions of Environmental Education/Communication Coordinator, Stormwater/Watershed Specialist, and remove the “Planner” position.

Hours Worked A.2 - Change the travel time limits from 8:00 am to “5:00 pm” to 8:00 am to “4:30 pm”.

- #37 Health Club Particip.** Change “up to \$25.00 per month” to “up to \$30.00 per month”.

OPERATING POLICIES

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

ADOPTED May 14, 1998

REVIS~~ED~~ December ~~12, 2018~~ ^{18, 2019}

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OPERATING POLICIES

A. GENERAL

INTRODUCTION

1. These policies govern the operations of the District, and may be amended, revised or altered by the Board; provided however, that any proposed change must be in writing and may not be approved unless the full text of the proposed change has been furnished to the Directors, no less than five (5) days before the meeting where the changes will be proposed.
2. These policies shall supersede all prior policies which cover the same subject matter; however, they may be waived or suspended by the Board, for good situation or circumstance where the enforcement of these policies would not be prudent or reasonable considering the unforeseen situation or circumstance, or could create a hardship for the District.

B-1 DEFINITIONS

DEFINITIONS

As used in these policies the following definitions shall apply.

"Association"	Nebraska Association of Resources Districts
"Assistant Treasurer"	Assistant Treasurer of the Board
"Board"	Board of Directors of the District
"Chair"	Chairperson of the Board
"Director"	<i>Elected or appointed</i> Elected member of the Board of Directors
"District"	Lower Platte South Natural Resources District
"General Manager"	General Manager of the District
"Legal Counsel"	Attorney retained by the Board
"Management"	General Manager and delegated staff
"Officer"	Officer of the Board
"Secretary"	Secretary of the District
"Staff"	District employees
"These Policies"	The policies set out herein
"Treasurer"	Treasurer of the District
"Vice-Chair"	Vice-Chairperson of the District

C-8: OFFICERS

1. Election. The officers of the District shall be a Chair, Vice-Chair, Secretary, and Treasurer, each of whom shall be elected by secret ballot by the Board at the first special or regular January meeting of the Board in each year. The offices of Secretary and Treasurer may be held by one person, and such person(s) need not be a member of the Board. Neb. Rev. Stat. §2-3217 (Reissue 1997). The General Manager shall serve as the Assistant Treasurer.
2. Nominations. At the regular December meeting of the Board, the Chair shall appoint an ad hoc subcommittee for the purpose of nominating officers of the District, and also the Association Director and the Alternate Association Director. The subcommittee may nominate within its discretion more than one nominee for each office. Nominations may also be made from the floor at the January Board meeting.
3. Terms. Each officer shall serve a term of one year or until his or her successor has been duly elected and qualified. No officer shall serve more than two *full* successive terms in the same office.

C-10: GENERAL MANAGER

1. Pursuant to Neb. Rev. Stat. §2-3202 (Reissue 1997), the General Manager is the chief executive hired by a majority vote of the Board to be the supervising officer of the District. He or she shall have the overall responsibility for the day-to-day management of the District and shall also have the powers and duties assigned to him or her in these policies or by the Board.
2. The terms and conditions of employment as General Manager shall be described in an Employment Agreement.
3. The Board will on an annual basis examine the performance of the General Manager. In that regard, each Director may submit a performance appraisal, in a format prepared by the Executive Subcommittee, to the Chair of such Subcommittee.
4. The General Manager shall have the responsibility and authority to hire staff to positions authorized by the Board, to evaluate performance, discipline, and terminate the employment of staff. He or she shall also have authority to assign staff to attend meetings, conferences, or seminars within the state.
5. The General Manager shall serve as Assistant Treasurer for the District, carrying out the powers and duties as assigned.
6. The General Manager shall have the authority to execute all documents on behalf of the District, which have been previously approved or subsequently ratified by the Board of Directors, including but not limited to contracts, agreements, deeds, easements, licenses, releases, certificates, resolutions, civil actions, pleadings, and affidavits. Notwithstanding the foregoing, the Board of Directors may designate in addition to the General Manager, other officers of the District to execute such documents on behalf of the District.
7. The General Manager shall have the authority to approve groundwater best management practice (bmp) applications, cover crop applications, and buffer strip agreements up to budgeted amounts, reporting all approvals to the Board of Directors.

C-12: AGENDA OF BOARD MEETINGS

1. Pursuant to Neb. Rev. Stat. §84-1411 (Reissue 1994), the District shall have an agenda for each Board meeting. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The Board shall have the right to modify the agenda to include items of an emergency nature only at the Board meeting. The agenda for the Meeting shall be adopted by the Board as the first item for consideration on the agenda.
2. The agenda for Board meetings shall be prepared by the General Manager in consultation with the Chair, and shall be mailed to each Director at least seven (7) days in advance of such regular Board meeting. Pursuant to Neb. Rev. Stat. §84-1411 (Reissue 1994), the General Manager shall maintain a list of news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting. *provided*
3. The agenda shall indicate for each item whether it is a "no action item", or whether it will be considered by the Board for "action".

D-2: EXECUTIVE SUBCOMMITTEE

1. The duties of the Executive Subcommittee shall include, but not be limited to:
 - a. Reviewing, monitoring, and preparing recommendations on District positions on legislation, both state and federal, *and establish preliminary positions on all Legislative Bills prior to formal Board action.*
 - b. Developing and monitoring Operating Policies.
 - c. Developing and monitoring Personnel Policies.
 - d. Reviewing and preparing recommendations to the Board of Directors on personnel matters, to include salaries, employee benefits, and staffing changes.

D-3: FINANCE AND PLANNING SUBCOMMITTEE

1. The duties of the Finance and Planning Subcommittee shall include, but not be limited to:
 - a. Reviewing programs and budget requests proposed by each subcommittee for the upcoming fiscal year, assigning specific dollar amount to each program, reviewing the availability of funds, and preparing a recommended tax levy and draft budget.
 - b. Monitoring expenditures and revenues throughout the fiscal year, preparing reports to the Board of Directors, and recommending fiscal policies.
 - c. Conducting and updating long range financial planning.
 - d. Preparing the Master Plan and Long Range Implementation Plan for the District and coordinating the other subcommittees in the evaluation and updating of these plans.
 - e. Conducting planning retreats and workshops along with public surveys.
 - f. Reviewing annually the District's insurance policies and needs.
 - g. Developing and conducting program evaluations of various District programs and projects.
 - h. Review and prepare proposed Operating Costs for the NRD Budget.

F-3: PROCEDURES AND CONTROLS FOR OBLIGATION AND EXPENDITURE OF DISTRICT FUNDS

1. District funds, which are to be expended for any purpose, may not be obligated, committed or expended unless they are included in the annual budget of the District, which has been submitted to the State Auditor pursuant to the Nebraska Budget Act, Neb. Rev. Stat. §13-501 to 13-514 (Reissue 1997).
2. Once District funds have been properly included and approved in the annual budget, they may be expended for the purposes and in the amounts identified in the budget, and for programs and projects identified in the long range implementation plan, without further authorization or approval of the Board, if the amount of each expenditure is ~~\$10,000~~ ^{\$15,000} or less, except for emergency purchases under Policy No. G-6 and payroll expenses and deductions.
3. If the amount for each expenditure is in excess of ~~\$10,000~~, District funds shall not be expended unless post-budget approval of the Board is granted before such funds are obligated or committed. Once Board approval has been granted in accordance with this Paragraph 3, subject to the provisions of Paragraphs 4 and 5 below, funds may be expended in payment of the obligation or commitment incurred, regardless of the amount.
4. If the amount of any expenditure is in excess of ~~\$10,000~~ ^{\$15,000}, but not greater than ~~\$35,000~~ ^{\$50,000}, either the procedure for selecting consultants for professional services shall be required, pursuant to Policy No. G-3, or the procedure for informal competitive bids shall be required, pursuant to Policy No. G-5, Paragraph 2, before post-budget authorization or approval of the Board is granted, pursuant to Paragraph 3 above.
5. If the amount of any expenditure is in excess of ~~\$35,000~~ ^{\$50,000}, either the procedure for selecting consultants for professional services shall be required, pursuant to Policy No. G-3, or the procedure for formal competitive bids shall be required, pursuant to Policy No. G-5, Paragraph 3, before post-budget authorization or approval is granted pursuant, to Paragraph 3 above.
6. The requirements of Paragraphs 2, 3, 4, and 5 above, including Policy Nos. G-5 and G-7, may be waived or suspended by the Board for good cause. Good cause shall mean an unforeseen situation or circumstance where the enforcement of the requirements of these paragraphs would not be prudent or reasonable considering the unforeseen situation or circumstance, or would create a hardship for the District.

7. Whenever during the current fiscal year it becomes apparent to the Board that, due to unforeseen emergencies, there is temporarily insufficient money in the General Fund to meet that fund, the Board may, by majority vote, unless otherwise provided by state law, transfer money from other funds to the General Fund. No expenditure during any fiscal year shall be made in excess of the amounts indicated in the adopted budget statement, except as authorized in Section 13-511, or other provisions of state law. Neb. Rev. Stat. §13-510 (Reissue 1997)

8. Unless otherwise provided by state law, whenever during the current fiscal year it becomes apparent to the Board that there is an emergency and that because of unforeseen circumstances either the revenue of the current fiscal year for any fund thereof shall be insufficient or additional expenses are to be incurred which could not reasonably have been anticipated at the time the budget for the current year was adopted, the Board may propose to supplement the previously adopted budget statement and shall conduct a public hearing on such proposal and follow the further requirements of Neb. Rev. Stat. §13-511 (Reissue 1997).

G-16: PUBLIC RECORDS - EXAMINATION

Except as otherwise provided by statute, all citizens of this state, and all persons interested in the examination of the public records of the District, as defined in Operating Policy No. G-15, may examine the public records of the District and make memoranda and abstracts therefrom, all free of charge, during normal business hours of the District between 8:00 a.m. and 5:00 p.m., Monday through Friday, except if a holiday falls on any such day. Neb. Rev. Stat. §84-712 (Reissue 1994)

If a person requests that copies be made of any such public records and agrees to pay the cost of reproduction, the District will make photocopies of letter size or legal size written documents at twenty-five cents (\$.25) per page, and copies of tape recordings, maps, construction drawings, videotape, or computer data at the actual cost of reproducing such material.

PERSONNEL POLICIES

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

ADOPTED JUNE 17, 1998

Revised December 12, 2018

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4	Internships
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8	Chain of Command
9	Employee Conduct and Discipline
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11	Work Breaks
12	Personal Business During Working Hours
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PERSONNEL POLICIES

GENERAL

A policy is a statement in general terms, which serves as a guide to consistent decision-making in recurring situations. It is to be broad and general, leaving room for interpretation and the exercise of judgment and initiative. It must not be regarded as sacred once it is issued but must come under frequent review and be subject to revision as necessary.

This policy manual does not constitute an employment contract. The Lower Platte South Natural Resources District of Lincoln, Nebraska, reserves the right to alter, amend, or discontinue any or all portions of this manual on personnel policies upon proper notification to employees. The interpretation and administration of these policies shall be at the sole discretion of management.

USE

1. To permit decisions to be made in advance.
2. To ensure consistency in decision-making.
3. To permit recurring decisions to be made at the lowest possible level in the district.
4. To conserve the time and energy of management at all levels.
5. To allow the employee to know in advance what is expected and to know management's position in recurring situations.

Personnel Policy No. 14: OVERTIME AND COMPENSATORY TIME

OVERTIME

The Federal Fair Labor Standards Act (Wage and Hour Law) applies to all state and local government employees. The Wage and hour Law defines categories of employees who must be paid overtime compensation for all hours worked in excess of 40 hours per week (non-exempt) and those who do not receive overtime (exempt). Employees will be advised of their status at the time of their employment and whenever their employment status changes.

The District will pay one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of 40 hours in a workweek by a non-exempt employee.

- A. All overtime shall be authorized by their supervisor before more than 40 hours worked in a workweek.
- B. The basic workweek cannot be changed without a Board-approved change in this policy.
- C. The hours worked by an employee cannot be averaged over two or more workweeks to avoid overtime payment.

VACATION AND SICK LEAVE

Vacation and sick leave are earned as established in the Personnel Policy. Overtime hours do not increase the rate at which these benefits are earned.

NON-EXEMPT

The following employee positions are non-exempt and are therefore subject to overtime pay provisions:

Receptionist/ ^{Secretary} Program Assistant	Resources Technician (NRCS)
^{Office} District Secretary/ ^{Field Office} Program Assistant	District Secretary (NRCS)
Operation and Maintenance Technician	Resources Conservationist
Water Resources Conservationist	Water Resources Technician
E Education Assistant Environmental Educator	Maintenance Technician
Water Resources Compliance Specialist	

All other part-time or full-time employees are non-exempt unless specifically listed, and qualified as exempt from overtime provisions.

EXEMPT

The following employee positions are exempt from overtime pay provisions:

General Manager	Executive
Assistant General Manager	Executive
Administrative Assistant	Administrative
Projects Coordinator	Administrative
Resources Coordinator	Administrative
Lower Platte River Corridor Alliance Coordinator	Administrative
Public Information Specialist	Administrative
Environmental Education Specialist	Administrative
Operation and Maintenance Coordinator	Administrative
Water Resources Specialist	Professional
Information Systems Administrator	Professional
GIS Specialist	Professional
Stormwater Specialist	Professional
District Engineer	Professional
Planner	Professional

COMPENSATORY TIME

A. Non-Exempt Employees

1. Non-exempt employees may receive compensatory time at the rate of 1 1/2 hours for each hour worked over 40 hours per week, in lieu of overtime pay. However, the employee and the District must sign an agreement that states the employee chooses to receive compensatory time in lieu of overtime pay and must be signed prior to performance of the work. Such agreement can be changed no more often than once a year.
2. An employee may use the compensatory time provided:
 - a. The time has been earned.
 - b. The time off is approved by the employee's supervisor.
 - c. The time off will not unduly disrupt the operation of the District.

3. Non-exempt employees are encouraged to use compensatory time prior to vacation leave. However, the accumulated balance of unused compensatory time will not affect the carryover of vacation leave for non-exempt employees.
4. Non-exempt employees cannot accrue more than 240 hours of compensatory time (160 hours worked x 1.5 = 240 compensatory hours at any time. Additional overtime hours worked will be paid overtime.
5. At the discretion of the District, compensation may be paid to a non-exempt employee for accrued compensatory time, and such compensation shall be paid at the rate earned by the employee at the time the employee receives such payment.
6. A non-exempt employee shall be paid for unused compensatory time upon termination of employment (either voluntary or involuntary termination). The rate of compensation will be:
 - a. Average regular rate of pay for the last three years of employment or;
 - b. The final regular rate of pay, whichever is higher.

HOURS WORKED

All hours worked must be recorded and turned in at the end of each pay period by all employees, exempt or non-exempt.

- A. The following are considered to be HOURS WORKED:
1. All time required or permitted to be on duty at the office, in the field, in meetings, conferences, seminars, or classes. On-the-job waiting time such as waiting for specific job assignments, for contractors at job sites, for equipment to be repaired, or for meetings to commence.
 2. Time spent by an employee in travel as part of his/her job, such as travel from job site to job site during the workday, must be counted as hours worked. When an employee is required to report to a designated location to receive instructions, or to pick up tools, equipment or materials, the travel time from the designated location to the work place is part of the day's work and must be counted as hours worked. Travel time to return to the District office from a work site at the end of the day, must also be counted as hours worked. However, if an employee goes home from a work site rather than returning to the District's office, the travel time is not counted as hours worked.

Travel that keeps an employee away from home overnight is working time during the time it cuts across the employee's normal workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on non-working days as well. Thus, travel time between 8:00 a.m. and 5:00 p.m. (less the normal lunch hour) is working time on Saturday and Sunday as well as on the other days. However, travel time outside normal working hours, where an overnight stay is involved, will not be counted as hours worked, unless the employee is required to drive his/her own vehicle. 4:30

3. Meal time while on District business, provided:
 - a. Employee is luncheon or banquet speaker, M.C., or program organizer for the luncheon or banquet event.
 - b. Purpose is a working lunch, etc., to discuss District business with Directors, staff, or clients.
4. Any work conducted outside regularly scheduled hours will be paid.
5. Time spent by an employee in waiting for and receiving medical attention at the direction of the employer during the employee's normal working hours on days when he/she is working constitutes hours worked.
6. Time spent in work for public or charitable purposes at the management's request, or under management's direction or control, is working time.

B. The following are considered to be HOURS NOT WORKED:

1. Off-duty time. The employee is relieved from duty, can leave the job site or office, can use the time off effectively for his or her own purposes, and is told in advance when to report for work.

If an employee on his own initiative attends a school, college, or trade school after hours, the time is not hours worked. Travel time from home to work (and vice versa) is not compensatable.

2. On-call time. The employee is not required to remain at the office or job site, but is subject to be called to work. When an employee is called out on a job assignment, only the time spent actually making the call is counted as hours worked.

3. Employee sent home for lack of work. If an employee is told, upon reporting for work, that there is not work available and the individual are sent home immediately, no time is logged.

When an employee is required or allowed to wait for work after his or her work is scheduled to begin, the time spent waiting until the individual is put to work or sent home is logged as hours worked.

4. Travel time from home to work before the regular workday and from work to home at the end of the work day is ordinary home to work travel and is not considered hours worked; therefore, no compensation, either straight time or overtime, is due. Employees called out by management to perform an emergency job shall have all time spent on travel, including from home to work and from work to home, count as working time.
5. Meal periods: A bona fide meal period during the scheduled workday is not logged as hours worked, provided the employee is completely relieved from duty.
 - a. Minimum time authorized for meal periods is 30 minutes. A meal period of less than 30 minutes is logged as hours worked.
 - b. A meal period frequently interrupted is logged as hours worked (examples: on-the-job construction inspection during the lunch break, answering the phones during the lunch break).

Personnel Policy No. 37: HEALTH CLUB PARTICIPATION PROGRAM

The District will reimburse participating employees 50% of the monthly individual membership cost, up to ~~\$25.00~~ per month, in a health club, based on active participation on the employees' own time.

~~\$~~ 30.00

November 20, 2019

Mr. Paul Zillig
General Manager
Lower Platte South NRD
3125 Portia Street
P.O. Box 83581
Lincoln, NE 68501-3581

Dear Paul,

Per your request for proposal of November 20th, 2019, I have enclosed a proposal for a Comparability Study. This study should provide information necessary to establish compensation parameters for employees of the Lower Platte South Natural Resource District.

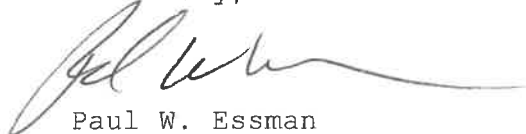
The comparability study would be conducted under Nebraska Commission of Industrial Relations Guidelines and use current commission methods for the calculations of comparable wage and benefit information.

We will approach the comparability study in this way:

Data collection with each array member, gathering wage data and obtaining specific job match information, while making detailed comparisons of benefit packages at the various locations (as well as future cost projection). The fee for this study would be \$ 9,750 plus expenses.

Thanks for the opportunity to work on this study with you as we do enjoy the challenged that they offer.

Sincerely,



Paul W. Essman
Capital City Concepts L.L.C.

WAGE SURVEY PROPOSAL

A. OBJECTIVE

To establish pay lines for the employees of the Lower Platte South NRD that are comparable to the prevalent wage rates within a selected labor market and to meet the requirements of Nebraska Statute 48-818. Of course, current Commission of Industrial Relations standards would be used to exhibit benefit information.

B. PROCESS

1. A management review of current job descriptions to ensure that the descriptions reflect work being performed.
2. Select survey sources. Survey sources will be confirmed with client.
3. Design survey package. Consultant will design survey instrument to fit the Lower Platte South's information needs.
4. Establish data collect schedule. Through some contacts provided by the Lower Platte South's, Consultant will make contact with array members.
5. Collect data and foundational material from each input.
6. Analyze data. Using established Commission criteria.
7. Compute findings.
8. Issue reports.

C. PROJECT COST

1. Wage / Benefit Study negotiation \$ 9,750.00 *
2. Payment in full after report issued.

* Cost does not include expenses for travel, word processing, postage, phone calls and the like.

D. PROJECT TIME LINE

This part of the project is dependent upon job description update. The wage study can be completed approximately six (6) to eight (8) weeks after Step B (1) is finished, dependent on the date of approval.

E. PROJECT CONSULTANTS

Paul W. Essman
Capital City Concepts L.L.C.
528 South 13th, Suite 1
Lincoln, NE 68508
(402) 475-4994

**Renewal Acknowledgement
Work Crew Agreement**

Lower Platte South Natural Resource District (District) agrees to exercise the second one-year renewal option of its *Work Crew Agreement* with the Nebraska Department of Correctional Services/Cornhusker State Industries (NDCS/CSI) for labor performed by inmates on behalf of the District. All provisions of the agreement will remain in effect with no changes. This option will extend the agreement from January 1, 2020 through December 31, 2020.

Paul Zillig, General Manager
Lower Platte South Natural Resources District

Date

Jeremy Elder, Deputy Director
Cornhusker State Industries

Date