




Memorandum

Date: September 12, 2025
To: Board of Directors
From: David Potter, Assistant General Manager 
RE: Executive Subcommittee September 11th Meeting Minutes

The Executive Subcommittee met at 4:45 p.m. on Thursday, September 11, 2025, at the NRD office to act on three items and discuss two others. Subcommittee members present included Chair Bob Andersen, Tom Green, Lisa Lewis, Christine Lamberty, and John Yoakum. Members absent included Dave Landis. Others present were Corey Wasserburger, David Potter, and Chris Barber. Chair Andersen called the meeting to order, gave a brief welcome and moved into the agenda items.

Resignation of Seth Hawkins from the Board of Directors [Action] – Andersen stated that Director Hawkins has submitted a letter of resignation from the Board of Directors. Seth will be moving out of the District and his last day on the Board will be on September 17th, after the Board meeting.

It was moved by Lamberty, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend the Board of Directors accept the resignation of Seth Hawkins from the Board effective September 17th at 11:59 p.m. and declare a vacancy on the Board effective September 18th and move forward with filling the position.

Individual Unfunded Cooperative Agreement between LPSNRD and NRCS [Action] – Potter informed the subcommittee the current Unfunded Cooperative Agreement is going to expire on December 2, 2025. NRCS is working with each of the NRD managers to prepare this agreement and have it sent back to the NRCS state office for review by October 31st. This agreement, which provides responsibilities between both parties for our secretaries, technicians, and cooperative conservation work, is very similar to the one approved by the LPSNRD Board in November 2020.

It was moved by Lewis, seconded by Green, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the 2026 Individual Unfunded Cooperative Agreement between LPSNRD and NRCS.

LPSNRD General Manager Employment Agreement [Action] – Potter and Barber were not in attendance for this item. Andersen led a discussion regarding the employment agreement.

It was moved by Green, seconded by Lewis, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the LPSNRD General Manager Employment Agreement with David Potter.

Discussion on voting precincts [No Action] – Andersen, Potter, and Wasserburger updated the subcommittee on an incorrect listing of District candidates in a Lancaster County voting precinct. A memorandum was provided to the subcommittee.

Discussion public records requests [No Action] – Wasserburger updated the subcommittee on a recent request for public records.

There being no further business, Andersen adjourned the meeting at 5:28 p.m.

Encl.
ec: file

Unfunded Cooperative Agreement Face Sheet

Agreement Number		Amendment No.	Period of Performance	DUNS: 044690550
				EIN: 47-0542969
Natural Resources Conservation Service (NRCS) (Name and Address)			Partner Organization (Name and Address)	
Lincoln Field Office 8000 South 15th Street, Suite D Lincoln, NE 68512			Lower Platte South NRD 3125 Portia St Lincoln, NE 68521	
NRCS Program Contact		FPAC - BC Administrative Contact:	Partner Program Contact:	Partner Administrative Contact:
Thomas Cowan District Conservationist			David Potter dpotter@lpsnrd.org	David Potter dpotter@lpsnrd.org
CFDA Number	Authority		Type of Action	Instrument type
10.902	16 U.S.C. 590 a-f		i. New Agreement	Unfunded Cooperative Agreement
Location:				
<p>Details:</p> <p style="text-align: center; font-size: 2em; color: red;">DRAFT</p> <p>A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein.</p> <p>This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.</p>				
Name and Title of Authorized Agency Representative		Signature		Date
Robert Lawson State Conservationist				
Name and Title of Authorized Partner Representative		Signature		Date
David Potter Assistant General Manager				

NONDISCRIMINATION STATEMENT - The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT - The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill and other conservation programs (programs) to enhance conservation delivery through a partnership with the Lower Platte South Natural Resources District. The Natural Resources Conservation Service (NRCS) and the Lower Platte South Natural Resources District (NRD/Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA and NRD programs to address local natural resource concerns.

This agreement supplements the Memorandum of Agreement N3120MOU0010466 between the Parties and documents areas of common interest and clarifies the roles of the Parties in providing conservation leadership and technical and financial assistance to customers to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the sharing of resources between NRCS and the NRD to accomplish delivery of programs and mutual conservation priorities including joint evaluation of local natural resource conditions and program effectiveness to address identified concerns.

II. Objectives

The Parties will jointly address opportunities and resource concerns related to the use of natural resources that help keep the land healthy and productive. Benefits of these activities include sustained and improved agricultural productivity; healthy soil; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damage caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

III. Budget Narrative

The Parties intend to share resources as identified in the "Resources Needed" section of this agreement. In instances where the level of support offered by each Party may vary from year to year; at the beginning of each federal fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year's performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the NRD or any member of the NRD. They also shall not assist the NRD or any member of the NRD with efforts to lobby Congress, or to raise money through fundraising efforts.

Further, NRCS employees shall report to their immediate supervisor any negotiations with the NRD, or any member of the NRD, concerning future employment and shall refrain from participation in work regarding the NRD until approved by the Agency.

4. Collaborate with the NRD to produce an annual report of the Partnership activities and accomplishments by the end of each federal fiscal year.
5. Evaluate and review with NRDs the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRDs to update or propose updates to programs in order to maintain effectiveness and to adjust to changing conditions.
6. Provide staff, office space, office equipment, and vehicles at NRCS Field Offices to address locally identified high priority resource concerns through efforts to conduct the following items (this list is not intended to be all inclusive or limiting in the options based on local priorities, needs and capacity):
 - a) *Permitting Assistance.*
 - b) *Conservation planning of conservation practices.*
 - c) *Layout, survey, design, inspection, and certification of conservation practices.*
 - d) *Engineering services for special projects.*
 - e) *Consultation with NRCS specialists for technical recommendations for natural resources inventory and management.*
 - f) *Maintenance of Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate, for conservation practice planning and implementation.*
 - g) *Delegation of Engineering and Ecological Sciences Job Approval Authority in accordance with local, state, and federal statute.*
 - h) *Certified Conservation Planner designations.*
 - i) *Natural resource spatial and tabular data (such as LIDAR) for use in conservation practice planning and implementation.*
 - j) *Development, utilization, and maintenance of NRCS tools for completing conservation planning processes.*
 - k) *Inventory & Evaluation to ensure proposed treatment alternatives to address resource concerns is needed, feasible, and in accordance with state, local, and federal environmental regulation and policy (NEPA, Cultural Resources, Endangered Species, etc.).*
 - l) *Nebraska Erosion and Sediment Control Act & Program and Lower Platte South NRD Erosion and Sediment Control Program complaint support, including soil loss calculations, conservation planning assistance, practice design, and inspection.*
 - m) *Formal and Informal Technical training to employees, partners, and contractors to deliver conservation practice planning and application services.*
 - n) *Quality Control and Quality Assurance Review process to ensure objectives are being met in accordance with established policy and procedures.*
 - o) *Develop and maintain conservation practice scenarios and cost lists.*

- p) *Accept program applications, determine eligibility, rank, and obligate contracts and cost share agreements.*
- q) *Inspect and certify completed practices in accordance with national policy (Farm Bill Programs), state statute (NSWCP), and the NRCS FOTG standards & specifications.*
- r) *Provide irrigation run-off support, conservation planning assistance, practice design and inspections.*
- s) *Attend and participate in NRD scheduled meetings.*
- t) *Participate in locally led conservation workgroups.*
- u) *Provide HEL and wetland determination assistance.*
- v) *Assist with the preparation and dissemination of public information on a state and local level*
- w) *Participate and report on watershed structure inspections.*
- x) *Conduct marketing, outreach, and support for NRD led projects and initiatives including (Note: Financial transactions, vendor services, and all other fiduciary responsibilities are the responsibility of personnel employed by the NRD):*
 - I. *Conservation Tree Sales and Planting Program (tree sales at NRCS offices, planting plan development, and certification).*
 - II. *Grass seed drill rental and seed sales (vendor services at NRCS offices).*
 - III. *Other NRD conservation initiatives (cover crops, no-till, etc.).*
 - IV. *Range & Land Judging Contests (contest site selection, setup, judging, and delivery).*
 - V. *Conservation Field Days, Water Festivals, and other educational events for students.*
 - VI. *NRD Conservation Awards Programs.*
 - VII. *Provide educational opportunities to NRD staff about NRCS programs.*

B. NRD will:

- 1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
- 2. Utilize and report vehicle usage in accordance with Section VI, below.
- 3. Collaborate with the NRCS to produce an annual report of Partnership activities and accomplishments by the end of each federal fiscal year.
- 4. By entering into this agreement, the undersigned attests that the NRD:
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.

- b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, the NRD agrees to comply with Farm Production and Conservation (FPAC) and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the NRD.
- 6. Evaluate and review with NRCS the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRCS to update or propose updates to programs to maintain effectiveness and to adjust to changing conditions.
- 7. Provide and supervise staff in NRCS Field Offices to support efforts to address locally identified high priority resource concerns through the following items (this list is not intended to be all inclusive or limiting in the options based on local priorities, needs and capacity).
 - a) *Services as first point of contact for farmers, ranchers, and the public as the field office receptionist.*
 - b) *Provides a positive first impression of the NRD and NRCS, answers general questions, refers customers to appropriate personnel, receives and relays messages to personnel, and provides customer service when all other personnel are away from the office.*
 - c) *Routine computer system data entry and maintenance for a variety of purposes including workload tracking and management, request registers, conservation planning systems, contracting systems, records management systems, reference databases, and reporting systems.*
 - d) *Field Office Report Support – Tasks include tracking and follow up for responses to directives (bulletins, memoranda, email, etc.).*
 - e) *Meeting Support – Tasks include recording and distributing meeting minutes, meeting agenda distributions, outlook calendar meeting invitation distribution and maintenance.*
 - f) *Case File management – Tasks include correspondence management, filing, disposition, and reconstitutions.*
 - g) *Conservation Planning Support– Tasks include assistance with resource inventory and evaluation, plan map development, conservation plan support documents, and environmental evaluation support.*
 - h) *Conservation Application Support– Tasks include assistance with organization and preparation of design worksheets, utilities inventory, tracking and inspection and certification of completed practices, and follow up tracking to evaluate efficacy of practice implementation.*
 - i) *Program Outreach and Marketing – Tasks include assistance with preparation for on-site visits with customers and partners, newsletters, mailings, meetings, training sessions, local work group coordination and educational opportunities with schools and community organizations.*
 - j) *Conservation Compliance (Highly Erodible Land and Wetlands Conservation) Support – Tasks include utilization of the HEL tool, HEL/Wetland determination register maintenance, cropping history research, notification letter preparation, records management, document scanning and upload to*

wetland SharePoint site.

- k) *NRCS/NRD Plan of Operations Support – Tasks include maintenance of workload analysis data and action item tracking to address partnership priorities.*
- l) *Procurement – Tasks include inventory, organization, and ordering equipment and supplies.*
- m) *Mail Processing – Tasks include incoming and outgoing mail management, including postage purchasing, mail routing, correspondence filing and disposition.*
- n) *Equipment Inventory and Maintenance – Tasks include capital equipment inventory and maintenance, scheduling government owned vehicle maintenance, inspection, maintenance of mileage logs, and vehicle maintenance and equipment invoice tracking.*
- o) *Customer Service Support – Tasks include follow up to track customer requests for assistance and communication of customer feedback to employees who provide assistance in the work unit.*
- p) *Materials provided for conservation practices (Hubs)*

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA), which documents the mutually agreed-to responsibilities of the Parties and is incorporated herein.

VI. Resources Needed

NRCS and the NRD may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the NRD will not be permitted to use NRCS resources.

A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. The NRD may request use of a government vehicle (GOV) to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to a local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the NRD for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the NRD.

5. The NRD will obtain prior written approval from NRCS for using vehicles at irregular hours or when using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the NRD. Except in the case of an accident caused by a NRD driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of a Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the NRD in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by NRD employees is prohibited.
10. The NRD will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The NRD will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOV.
12. The NRD will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The NRD will utilize the NRCS-provided fleet card to pay for all fuel and repairs, except for accident repairs for which the NRD is paying an auto repair facility directly (see accident provisions below). The NRD must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. NRD drivers must always safeguard the fleet card to prevent it from potential unauthorized use.
14. The NRD will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The NRD will reimburse NRCS or pay an auto repair company directly for all repairs to the GOV as a result of an accident caused by the NRD operator and pay all traffic violation citations.
15. The NRD will assume responsibility for claims arising from accidents caused by NRD drivers. The NRD will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a NRD driver.
16. The NRD will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than Federal employees or NRD employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the NRD will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.

19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the NRD must abide by all other appropriate policies governing GOV use.
22. It is prohibited to tow a NRD trailer with a GOV, and it is prohibited to tow a NRCS trailer with a NRD vehicle.
23. Only trained NRCS employees and NRD personnel may operate an Off-Highway Vehicle (OHV). Refer to the latest edition of NRCS Nebraska Instruction 360-381 Off-Highway Vehicle (OHV) Safety for specific information on what is required operating or riding in an NRCS owned OHV.
24. The use of NRCS vehicles by LPSNRD employees will be considered hired vehicles under LPSNRD automobile liability insurance coverage. The vehicles are being provided by NRCS in exchange for work performed by LPSNRD under the Agreement.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. The NRCS or NRD may have reserved workspaces in NRCS or NRD offices or spaces on a full-time/part-time basis, as well as access to common spaces such as conference rooms, kitchens, etc.

C. Equipment and Technology

1. NRCS will provide the NRD access to USDA computers, cell phones (if applicable for field work), software, and the technical information needed to perform the work outlined in this agreement.
2. NRCS will provide access to technologies and applications to ensure consistent technical standards and documentation.
3. The NRD will provide three Topcon Global Positioning System (GPS)/Global Navigation Satellite System (GNSS) units for NRD employees to complete survey, design, and layout of conservation practices.

D. Resources Needed

1. *NRCS will provide staff, office space, office equipment, and vehicles at NRCS Field Offices to provide the required technical assistance for financial assistance programs to promote and implement conservation systems:*
 - a) *Farm Bill Programs (EQIP, CSP, RCPP, ACEP, CRP, etc.)*
 - b) *State and Local Programs (NSWCP, Local NRD Cost Share Programs)*
2. *NRD will provide staff in NRCS Field Offices to support delivery of programs:*
 - a) *Address responsibilities to leverage NRCS staff toward delivery of one-on-one technical assistance to mutual clients by providing:*

- I. *Contract Support – Tasks include assistance with accepting and processing contract applications, contract obligation support document development, contract modification support document development, payment documentation, tracking system maintenance, correspondence preparation, contract maintenance, and status review support.*
- II. *Program Maintenance – Tasks include assistance with compiling cost data, progress reporting, maintaining programmatic databases, maintaining scheduling system, and tracking quality assurance and quality control activities.*

VII. Milestones

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon the written request of either NRCS or the NRD and the subsequent written concurrence of the other. Either the NRCS or the NRD may terminate this agreement with a 60-day written notice to the other.
- B. The NRD assures and certifies that it will comply with the minimum wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the NRD shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. **Prohibition Against Certain Internal Confidentiality Agreements**
 1. The NRD agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
 - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.

- c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law.
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The NRD agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

1. Responsibilities.

- a. Signature on this agreement indicates acknowledgment and understanding that the NRD is legally bound by Federal statute to comply with the provisions of Section 1619 and that the NRD will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The NRD will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the NRD to comply with the provisions in Section 1619. The NRD must consult with NRCS prior to providing protected information to an entity or individual outside of the NRD and as necessary to implement the program to ensure that such release is permissible.
- c. The NRD will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.
- d. The NRD must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the NRD is no longer a Partner, or when individuals currently affiliated with the NRD become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The NRD must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision 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.
- g. When the NRD is unsure whether particular information is covered or protected by Section 1619, the NRD must consult with NRCS to determine whether the information must be withheld.

- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The NRD must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any 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.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System.
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
 - b. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of Partners 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 NRD shall consult with NRCS if there is any uncertainty as to the provision of such information.
 - c. 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 NRD must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
- 3. **Violations.** The NRD will be held responsible for violations of this provision and Section 1619. A violation of this provision by the NRD may result in action by NRCS, including termination of the underlying Federal agreement.
 - 4. **Effective Period.** The requirements of this provision are effective on the date of the final signature and will continue until NRCS notifies the NRD that it is no longer required based on changes in applicable Federal law.

H. Records

- 1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and the NRD Board of Directors are advised of record policies and procedures and that NRCS records and District records are to be always

maintained in separate file cabinets. It is required that all personally identifiable information (PII) be maintained in a locked file cabinet.

2. The NRD Records are subject to the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 through 84-712.09 (2014, Cum. Supp. 2018, Supp. 2019).
3. Any NRD personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of NRD personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the NRD will not be permitted access to any NRCS records.

I. Technical Standards

The NRD will 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 or if assisting with NRCS programs or activities.

J. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and NRD policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the Parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

K. Civil Rights

All activities and programs conducted under this Agreement 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.

IX. Protected Data and the Privacy Act

- A. Any protected data NRCS has given the Partner access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed

in an agency's system of records, is an exception.

For purposes of this agreement and pursuance of the Privacy Act, the following definitions apply:

- **Breach:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for another than authorized purpose.
 - **Incident:** An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
 - **Personally Identifiable Information (PII):** The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.
- B. Data provided in support of this agreement is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes to include the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State's "sunshine law," "open records act," and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this agreement. Accordingly, all records disclosed under this agreement that are protected from disclosure by Section 1619 are also protected from disclosure under the State's sunshine laws, open records act, or FOIA.
- C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains Land Owners and Operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

Protected data approved for disclosure under this agreement shall be strictly limited to only that data necessary for the Partner to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

D. Disclosure

1. The Partner is authorized access to the protected agricultural data as identified herein (see section IV (6)). Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Partner determines which staff have a demonstrated need. For purposes of this agreement, disclosure of information to the Partner can include receiving the protected data directly from NRCS.
2. The Partner and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Partner may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
3. Every person having been provided access to the protected data shall continue to be legally bound to comply

with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Partner should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.

- E. The Partner must provide information to NRCS indicating how the protected data shall be used. The Partner serves as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Partner will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOU.
- F. If the Partner or one of its employee/agents willfully discloses any PII or other information covered by this agreement to a third party not authorized to receive it, the Partner may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Partner's access to the data under this Agreement.
- G. NRCS shall:
 - 1. Inform NRCS personnel about the protected data contents of this agreement.
 - 2. Provide the Partner only with the protected data referenced in section IX(C) of this agreement.
 - 3. Review, and if appropriate, issue approval for the Partner to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this agreement.
- H. The Partner shall:
 - 1. Immediately notify USDA should there be data released that does not abide by this agreement; be responsible for damages to persons or property caused by the negligent acts or omissions of Partner employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
 - 2. Immediately destroy any protected data when the Partner is no longer a party to this agreement. In such cases, Partner shall provide to NRCS with written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
 - 3. Immediately notify USDA, if the Partner, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Partner shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.
 - 4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Partner is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
 - 5. Notify all members of the organization that will be provided access to the protected data about the existence of this agreement. Also, for the duration of this agreement (1) notification about this agreement shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the

protected data about the ongoing/continuing requirement to comply with this agreement.

6. Notify NRCS immediately when the Partner is no longer, or within 30 calendar days of the date on which the Partner will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this agreement, whichever is sooner.
7. Provide NRCS any requests for the information from anyone outside of this agreement to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Partner to fulfill the objectives of this agreement.
9. Track staff who are provided access to data and ensure those staff's compliance with this agreement.
10. Use the protected data in accordance with this agreement.

X. ANTI-HARASSMENT

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).
- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to sm.fpac.anti-harassmentcomplaints@usda.gov."

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement
Number

Partner Name

Lower Platte South NRD

Period of
report

1/1/26-1/1/27

Date

08/28/2025

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	Square Footage		
	Lincoln - 210 sq. ft. Weeping Water - 140 sq. ft.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	Mileage		
	Lincoln - 16,000 miles/yr Weeping Water - 8,000 miles/yr	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment usage	Details		
	LPSNRD employees have access to NRCS computers, mobile phones (technicians only), office equipment, vehicles (on-highway and off-highway), and trailers in order to perform support of NRCS and NRD program delivery. The LPSNRD will provide three TopCon Global Positioning System (GPS)/Global Navigation Satellite System (GNSS) units for NRD employees to complete survey, design, and layout of conservation practices.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personnel	Hours provided and position title		
	Field Office Secretary - Lincoln - 1 position - 2,080 hours/yr Resources Technician - Lincoln - 2 positions - 4,160 hours/yr Field Office Secretary - Weeping Water - 1 position - 2,080 hours/yr Resources Technician - Weeping Water - 1 position - 2,080 hours/yr	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of September 18, 2025 ("Effective Date"), by and between the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska (the "District"), and **DAVID POTTER** ("Potter"). The District and Potter are collectively referred to herein as the "Parties."

RECITALS

A. Potter has been employed by the District as Assistant General Manager since August 8, 2016.

B. The District wishes to offer Potter an employment contract as General Manager from September 18, 2025, through June 30, 2027.

C. Potter is willing to accept the offered employment contract on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants of the Parties, the District and Potter agree as follows:

1. **EMPLOYMENT.** District agrees to employ Potter as General Manager from September 18, 2025, through June 30, 2027, and Potter accepts such employment pursuant to the terms of this Agreement.

2. **DUTIES OF GENERAL MANAGER.** Potter is hired as the Manager of the District pursuant to the authority granted to the District in *Neb. Rev. Stat. § 2-3228(c)*. *Neb. Rev. Stat. § 2-3202(6)* defines "Manager" as "the chief executive hired by a majority vote of the board to be the supervising officer of the district." The District and Potter agree that he is being hired as the "Manager" of the District, notwithstanding the fact that he will carry the title of General Manager. Potter shall, subject to the Operating and Personnel Policies of the District, as from time to time as may be amended, manage, conduct, and administer the affairs of the District in a professional, efficient, and economical manner.

3. **HOURS OF WORK.** Potter is a salary-exempt employee expected to work the number of hours necessary to perform the General Manager job duties, which may exceed 40 hours a week. Potter is not entitled to overtime for hours worked in excess of 40 hours worked in a workweek. Potter understands the General Manager position requires working availability at night, weekends and/or during emergencies and agrees to be available to work as the position requires. Potter understands that regular and reliable in-person attendance at the District office and District-related meetings and events is an essential function of the General Manager position.

4. **DEVOTION OF TIME AND CONFLICTS OF INTEREST.** During Potter's employment as General Manager pursuant to this Agreement, Potter agrees not to engage in any work for any other person or engage in any other business activities without advance written approval from the District. Potter agrees not to engage in any outside activities that present a conflict of interest or gives the appearance of a conflict of interest with his position with the District, or that individually or in the aggregate interferes with the satisfactory performance of his General Manager position. Potter agrees to devote his full and exclusive skill, labor and attention and best efforts to discharge his duties as General Manager of the District and not engage in any outside activities that would prevent him from satisfactorily carrying out the duties of General Manager.

5. **COMPENSATION.** During the term of this Agreement, Potter shall be compensated as follows:

(a) Potter shall be classified as a salary exempt employee under the Fair Labor Standards Act and shall not be entitled to overtime pay or other compensation except as provided in this Agreement.

(b) The District shall pay Potter the following salary under this Agreement:

(i) September 18, 2025, through June 30, 2026, \$173,000.00, annualized salary; and

(ii) July 1, 2026, through June 30, 2027, \$179,000.00, annually subject to Board approval following a performance evaluation to be conducted on or before June 30, 2026.

(c) Potter's salary shall be paid with the same frequency and manner as are other District employees.

(d) The rate of anticipated compensation increase to Potter as of July 1, 2026, shall be subject to performance review and an overall determination by the Board of satisfactory performance. If the Board determines that Potter's performance evaluation prior to June 30, 2026 is unsatisfactory or needs improvement, the Board may decide to delay, reduce, or not provide the increase in salary anticipated for July 1, 2026 as specified in Section 5, paragraph (b) (ii) above. Such decision will be communicated to Potter on or before July 1, 2026. Potter agrees that the Board's decision as to his salary as of that date does not constitute a breach of this Agreement.

6. **BENEFITS.** In addition to the compensation set forth in paragraph 5 above, Potter shall be entitled, during the term of employment under this Agreement, to participate in the employment benefits offered to other employees of the District, subject to all eligibility requirements, qualifications, and conditions of such benefit plans as adopted and amended from time to time by the Board. Benefits to which Potter may be entitled include, but are not limited to, health insurance, sick leave, vacation leave, retirement benefits and life insurance benefits. Upon commencement of the term of this Agreement, Potter shall retain all vacation leave

previously accrued and begin accruing vacation leave at the rate of an employee in his 17th year of service under the District's personnel policies (21 days per year). Potter's vacation leave accrual shall increase on an annual basis as provided in the District's personnel policies. Potter also shall be entitled to use and operate District vehicles, pursuant to policies approved by the Board.

7. **REIMBURSEMENT OF EXPENSES.** Within the limits, policies, and procedures established by the Board of Directors, Potter is authorized to incur reasonable business expenses on behalf of the District while engaged in the business of the District. The District will reimburse Potter for all such reasonable expenses upon presentation of an itemized receipt or invoice and satisfactory proof of all expenditures.

8. **PROFESSIONAL DEVELOPMENT.** Potter shall attend a minimum of ten (10) hours per fiscal year of training and education intended to further develop relevant management skills and knowledge. Training and education sessions shall be selected by Potter in consultation with the Chair of the Board of Directors. Following completion of each training and education session, Potter shall provide a summary report to the Executive Subcommittee. Additionally, Potter may attend other professional meetings, seminars and participate in organizations and other professional development activities to further his professional development as it relates to his position as General Manager. The expenses for attending such training, education, meetings, seminars, and activities shall be paid by the District.

9. **TERM OF EMPLOYMENT AND AGREEMENT.** The term of employment under this Agreement and this Agreement itself shall be from September 18, 2025, through June 30, 2027 ("Term"), unless terminated sooner as provided within this Agreement. Not later than ninety (90) days prior to the end of the Term, the Parties will meet to discuss a potential extension of this Agreement or the execution of a contract for a new term which if agreed to will commence on July 1, 2027. Any terms related to an extension of this Agreement or the execution of a new contract must be in writing signed by the Parties.

10. **TERMINATION OF EMPLOYMENT.** This Agreement and Potter's employment may be terminated prior to the end of the Term in one or more of the following ways:

- (a) **Involuntary Termination by the District For Cause.** The District reserves the right to terminate Potter immediately for cause.

The District will provide Potter with notice of the basis for cause termination and provide Potter with due process as required by applicable District policies and Nebraska law. To the extent Potter elects a due process hearing, such hearing shall occur not more than thirty (30) calendar days after Potter is provided written notice of the allegations supporting termination for cause, unless Potter and the District mutually agree in writing to extend the timeframe for such hearing. Potter may be placed on paid or unpaid administrative leave while Potter's due process is provided and completed.

“Cause” under this provision includes, but is not limited to one or more of the following reasons:

- i. A material breach of any provisions of this Agreement;
- ii. Repeated failure to perform assigned job duties in a satisfactory manner, including performing duties in a negligent manner;
- iii. Fraud, misappropriation, embezzlement or acts of similar dishonesty;
- iv. Conviction of a misdemeanor or felony involving moral turpitude (the facts of an arrest may also be considered);
- v. Intentional and willful misconduct that may subject the District to criminal or civil liability;
- vi. Willful, reckless or negligent disregard of District policies and/or procedures;
- vii. Insubordination or deliberate refusal to follow the instructions of the Districts and/or its designated officers or representatives; and/or
- viii. Unprofessional conduct which interferes substantially with the continued performance of the duties of General Manager or gross misconduct in the performance of job duties.

- (b) Involuntary Termination by the District Without Cause. The District may terminate this Agreement and Potter’s employment at any time without cause or advanced notice to Potter.

Should the District decide to terminate Potter without cause or advanced notice, the District will provide severance pay to Potter in the amount of up to three (3) months’ salary (“Severance Pay”) in exchange for Potter executing the Confidential Severance Agreement and Release which is attached hereto in draft form as Attachment A (hereinafter “Attachment A”). If Potter refuses to fully execute Attachment A, he shall forfeit the severance benefit offered under this subsection (b). The Parties agree such forfeit by Potter does not undermine the District’s ability to involuntarily terminate Potter without cause or constitute a breach of this Agreement.

The severance amount to be paid to Potter in this subsection (b) should he elect to execute Attachment A shall be computed based upon Potter’s base monthly salary in effect at the time of the District’s notice of termination.

In exchange for the Severance Pay that will be offered to Potter in Attachment A, Potter also agrees to waive any due process hearing, appeal, or contest of the District’s termination decision.

The District and Potter expressly acknowledge and agree that the terms contained within this subsection (b) and Attachment A have been independently considered, negotiated and accepted at the time this Agreement was executed by the Parties. The Parties further agree that Appendix A may be modified by mutual agreement of the Parties at the time of execution as necessary to comply with the facts and circumstances of Potter’s termination and applicable law and that such modification will not constitute a breach of this Agreement.

- (c) Voluntary Termination by Potter. Potter may voluntarily terminate this Agreement upon providing at least sixty (60) calendar days' written notice to terminate to the District.

Upon receipt of such voluntary written termination notice from Potter, the District may choose to immediately accept Potter's resignation or shorten the notice period. If the District immediately accepts the resignation or shortens the notice period thereby ending Potter's employment prior to the end of the 60-day notice period, the District will pay out as severance pay in lieu of continued service the full duration or remainder of Potter's notice period as the case may be. Any payout of the duration of the notice period under this subsection (c) will be contingent upon Potter fully executing Appendix A attached to this Agreement.

If Potter does not provide at least sixty (60) days' written notice of intent to terminate or refuses to fully execute Attachment A in the case severance pay is offered to him as set forth above, the District may at its sole discretion immediately terminate Potter's employment without any obligation to pay out any amount of notice period or severance pay. The Parties agree such refusal and/or forfeit by Potter does not undermine the District's ability to terminate Potter or constitute a breach of this Agreement.

The severance amount to be paid to Potter should he provide sufficient notice and elect to execute Attachment A shall be computed based upon Potter's base monthly salary in effect at the time of the District's notice of termination and the amount of notice period owed to him.

If severance pay is provided to Potter pursuant to this subsection (c), Potter agrees to waive any due process hearing, appeal, or contest of his termination during the notice period.

The District and Potter expressly acknowledge and agree that the terms contained within this subsection (c) and Attachment A have been independently considered, negotiated and accepted at the time this Agreement was executed by the Parties. The Parties further agree that Appendix A may be modified by mutual agreement of the Parties at the time of execution as necessary to comply with the facts and circumstances of Potter's termination and applicable law and that such modification will not constitute a breach of this Agreement.

Potter's notice opportunity and pay in lieu of continued service, as well as Potter's continued employment through termination as the case may be is further consideration for the terms contained in this Agreement.

- (d) Disability of Potter. In the event that Potter is unable, due to illness or disability, to fully perform the essential functions of his job pursuant to this Agreement with or without reasonable accommodation(s) for a cumulative period of one hundred and

eighty (180) or more calendar days in any 12-month period, the District will provide advance written notice to Potter of termination of this Agreement. Such notice of termination shall be delivered to Potter not less than thirty (30) days before the termination date.

After ninety (90) continuous days of disability, the base monthly salary otherwise payable to Potter for the period of his entitlement to any disability insurance benefits, whether or not application for benefits is made, shall be reduced by the amount of such disability insurance benefit entitlement.

- (e) Death of Potter. This Agreement shall automatically immediately terminate in the event and as of the date of Potter's death with any owed wages up to the date of death to be paid to Potter's estate in accordance with applicable law.
- (f) Mutual Agreement of the Parties. This Agreement may be terminated at any time pursuant to written mutual agreement of the Parties, on such terms as may be set forth in a separate written fully executed agreement.

11. **RESIDENCE.** Potter shall maintain a residence within the geographic boundaries of the District.

12. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be in writing and either hand delivered or sent by certified mail to the parties as follows:

To Potter: [REDACTED]

To District: Attn. Chair of the Board of Directors of the Lower Platte South Natural Resources District, 3125 Portia St., PO Box 83581, Lincoln, NE 68501-3581.

13. **WAIVER.** No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

14. **ASSIGNMENT.** The rights and obligations of District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. This Agreement shall not be assigned by Potter.

15. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the Parties and may not be modified unless in writing executed by both Parties.

16. **MODIFICATION OF AMENDMENT.** This Agreement cannot be changed or modified orally and may only be supplemented, amended, or revised in a writing signed by the District and Potter.

17. **SEVERABILITY.** If any provision of this Agreement, or any portion of a provision of this Agreement, is determined invalid or unenforceable for any reason, the remainder of this Agreement shall remain in force and effect.

18. **OPPORTUNITY TO REVIEW.** Potter expressly acknowledges that the District has encouraged and given Potter the opportunity to thoroughly discuss all aspects of this Agreement with an attorney or other trusted advisor before signing and that Potter has thoroughly discussed or has alternatively elected to freely waive any further opportunities to thoroughly discuss this Agreement with an attorney or trusted advisor.

19. **GOVERNING LAW.** Nebraska law shall govern the interpretation, application and enforceability of this Agreement.

20. **SIGNATURES.**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective September 18, 2025.

**LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT,**

BY: _____
Robert C. Andersen, Chair, Board of Directors

DAVID POTTER

CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS

This Confidential Severance Agreement and Release in Full of All Claims ("Agreement") is voluntarily entered into by David Potter ("Employee" or "Potter") and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (the "District") (collectively, the "Parties").

1. History and Background Facts.

- a. Potter has been employed by the District since [INSERT DATE] pursuant to a written Employment Agreement dated [INSERT DATE]. ("Employment Agreement").
- b. Potter [resigned OR placed on paid administrative leave OR terminated OR [INSERT EMPLOYMENT ACTION]] on [INSERT DATE]
- c. [INSERT DATE] shall be considered the last day of Potter's employment with the District (the "Termination Date").
- d. The Parties desire to end the employment relationship and resolve any potential or actual dispute(s) between them, avoid a due process hearing or appeal, and compromise and settle any and all such disputes and potential causes of action between them as set forth in this Agreement.

2. Consideration to Potter.

For and in consideration of the payment enumerated in this paragraph Potter does, for himself, his heirs, executors and assigns, and as more fully set forth below, completely, finally and forever release and discharge the following:

The Lower Platte South Natural Resources District, along with its current and former employees, elected and appointed officials, board of directors, volunteers, agents, representatives, attorneys, successors, assigns, insurers and reinsurers, and any current or former District elected official, employee, or representative in their individual or representative capacity, and all other persons, firms, entities, and corporations (collectively, "Releasees").

The consideration for this said release is the following:

- a. Potter's regular gross wages, calculated using the rate-of-pay in effect at the time Potter [INSERT EMPLOYMENT ACTION AND RELEVANT TIME PERIOD] in the total gross amount of [INSERT AMOUNT IN WORDS] (\$[INSERT AMOUNT IN DOLLARS]) ("Severance Pay"). Severance Pay will be paid in regular installments at the same time as the District's regular payroll and beginning after the seven (7) day revocation period identified in Paragraph 18 has passed without Potter revoking this Agreement. Severance Pay is subject

to the usual and customary tax withholdings, including federal, state and local withholding taxes in the same manner as withheld during Potter's employment or as otherwise may be required by law. The District will furnish Potter with tax forms and a W-2 as required by law. Potter acknowledges that any additional taxes to be paid on this amount are his sole responsibility; and

b. Other good and valuable consideration.

Potter specifically acknowledges and agrees that the Severance Pay exceeds the payments and benefits to which he would otherwise be entitled to receive upon separation from employment with the District, and is being paid in consideration for entering into this Agreement and release.

3. Timing of Payment.

The payments referenced in Paragraph 2 above shall begin after the mandatory seven (7)-day Revocation Period described in Paragraph below has expired without Potter revoking this Agreement.

4. Taxation.

Potter acknowledges that any taxes to be paid on the payments made under this Agreement are his sole responsibility, and that the District has not provided any tax advice in connection with this Agreement. Potter agrees to indemnify the District against any tax consequence to the District based on the payment of the Severance Pay as agreed to by Potter in this Agreement.

5. General Release of Claims.

For and in consideration of the Severance Pay and other good and valuable consideration, Potter hereby releases any and all claims and causes of action of whatever type he has or may have against the Releasees up to the date he executes this Agreement, including but not limited to any claim under any one or more of the following:

- The Fair Labor Standards Act;
- Title VII of the Civil Rights Acts of 1871, 1964, or 1991;
- The Americans with Disabilities Act, as amended;
- The Family and Medical Leave Act;
- The Families First Coronavirus Response Act, including the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA);
- The Pregnant Workers Fairness Act;
- The Providing Urgent Maternal Protections for Nursing Mothers Act;
- The Nebraska Fair Employment Practice Act;
- The Nebraska Wage Payment and Collection Act;
- Nebraska leave laws;
- Nebraska drug testing law;
- The Pregnancy Discrimination Act of 1978;
- The Equal Pay Act;
- The National Labor Relations Act;
- The Employee Retirement Income Security Act of 1990, as amended;
- The Immigration Reform and Control Act;

- The Rehabilitation Act of 1973;
- The False Claims Act;
- The Sarbanes-Oxley Act of 2002;
- The Genetic Information Nondiscrimination Act (GINA);
- The Occupational Safety and Health Act, as amended;
- The Consolidated Omnibus Budget Reconciliation Act of 1985;
- The Constitution of the United States or the Constitution of the State of Nebraska;
- Sections 1981 through 1988 of Title 42 of the United States Code; and
- Any provision of any other federal, state, or local statute, regulation, or ordinance.

Without limitation, this Agreement is a release of any and all claims arising out of or in any way connected with Potter's recruitment by, employment with, or termination of employment with the District, whether that claim is based on any tort theory, any contract theory, or any equitable theory, and includes but is not limited to: wrongful or tortious termination, specifically including actual or constructive termination in violation of public policy; implied or express employment contracts and/or estoppel; breach of the covenant of good faith and fair dealing, express or implied; any and all tort claims of any nature, including but not limited to claims for negligence, libel, slander, defamation, misrepresentation, fraud, negligent or intentional infliction of emotional distress, negligent hiring, retention and training; negligent or intentional interference with business relations; discrimination, harassment, failure to accommodate and/or retaliation under any federal, state or local statute or regulation; and is for any and all known and unknown damages, including but not limited to any of the following claims:

- a. Any claim for back pay, front pay, reinstatement, liquidated damages, punitive damages, or any other type of compensation or benefit which did or could arise as a result of Employee's employment with Employer; and
- b. Any claim that the District retaliated against Potter for the filing of any claim (including workers' compensation), charge or lawsuit, or the making of a complaint of any type.

Potter acknowledges and represents this Agreement is intended to cover all damages which Potter now has or claims to have sustained or might have in the future, that arise from employment or termination of employment with the District, even if such damages are not yet known. Potter waives any claim that he is mistaken about the nature of any injury or damage, whatever the basis for any claimed mistake. Potter releases the District from any claim he may have for attorney fees and costs, regardless of whether a claim for such costs and attorney fees may otherwise arise under local ordinance, or state or federal law, and that Potter must pay for his own costs and attorney fees. Potter further understands and agrees that he should in no way be considered the "prevailing party."

Notwithstanding the foregoing, the claims released by this Agreement do not include: (a) any rights and entitlements that cannot be waived as a matter of law; (b) the filing of any charges or participation in any investigations with the Equal Employment Opportunity Commission, Nebraska Equal Opportunity Commission, or any other governmental agency charged with the enforcement of any laws, although Potter waives and agrees not to take any award of money or other damages as a result of any such claim, charge or investigation; (c) any claim for unemployment compensation; (d) any benefits already vested under ERISA or other employee benefit plan; (e) any workers' compensation claim; (f) any claims or rights which by their express

terms survive any termination of employment; and/or (g) any claims based on obligations created by or reaffirmed in this Agreement.

6. Representations.

Potter represents, acknowledges, and agrees that he: (i) upon the payment set forth in 2(a) above, has received all wages earned and due as of the date of his separation from employment, including but not limited to payment of all accrued but unused vacation pay (ii) has not knowingly suffered a work-related injury that has not timely been disclosed to the District; (iii) has not engaged in or aware of any unlawful conduct that not previously reported relating to the business of the District; and (v) is not currently a plaintiff, participant, or party to any suit, action, investigation or proceeding in which any of the Releasees are a party or a potential party.

7. Non-Admission.

Potter understands the Releasees expressly deny any and all liability to Potter and acknowledges that this Agreement is made only to avoid the costs and expenses of litigation, and to facilitate the amicable resolution of any potential dispute between the Parties. The District specifically disclaims any liability to Potter and neither this Agreement nor any action by the District should be construed as an admission of liability. This Agreement shall not be used by Potter or anyone else as evidence or to support a defense or estoppel in any other claim or action.

8. Return of District Property and Confidential Information.

Potter represents that he has returned all property belonging to the District, including but not limited to documents, correspondence, manuals, records, personnel records, financial documents, files, computers, electronic programs and software, data, electronically stored information, client information, sales data, commercial and proprietary information, and all other documents and materials, as well as passwords, access cards, keys, credit cards, and all other property belonging to the District as of his execution of this Agreement. Potter agrees that he has not made or retained any copies or reproduction of any non-public property belonging to the District and if he later discovers any such information in his possession, he will promptly return it to the District.

Potter acknowledges his obligation to return property belonging to the District includes any and all confidential information belonging to the District. Such confidential information includes but is not limited to any documents or records obtained during his position as General Manager with the District that are not otherwise available to the general public.

9. Non-Defamation.

Potter agrees he will not make any maliciously untrue statements about the District or Releasees or the circumstances surrounding Potter's employment and/or separation from employment with the District. For the purpose of this provision, maliciously untrue is defined as being made with knowledge of the statement's falsity or with reckless disregard for the truth. This Paragraph does not apply to truthful statements made under oath or in response to compulsory legal process or administrative investigations or proceedings, or otherwise as required or allowed by law.

10. Confidentiality of Severance Agreement.

As further consideration for this Agreement, Potter agrees he will not disclose the Severance Pay amount, other consideration, or any other terms of this Agreement, either directly or indirectly, orally, verbally, online, or by publication of any sort to anyone, (except as may be required by law) to any other person including but not limited to any member(s) of the public, or to any newspaper, magazine, radio station, television station, online, or to any current, or former employee or representative of Releasees without the express written consent of the District or Releasees.

Potter acknowledges this confidentiality provision is a material term of this Agreement, and that consideration has been given for this provision. If anyone asks about the resolution of the issues described herein, Potter agrees to only state: "The matter has been resolved and I am not going to discuss any details," or words of similar meaning and effect.

11. No Re-Hire or Future Application for Employment.

Potter agrees he will not apply for or otherwise seek employment with the District at any point in the future. Potter agrees the District has no obligation, contractual or otherwise, to hire, rehire or recall him in the future.

12. Knowing and Voluntary.

Potter acknowledges he was provided a copy of this Agreement prior to the date on which it is signed and was given full opportunity to seek advice from his attorney, tax advisor, and anyone else whose advice he values. Potter also acknowledges this Agreement is written in a manner that is reasonably calculated to be understood by him, and affirms he does indeed understand the provisions and terms contained herein. Potter acknowledges he is entering into this Agreement of his own free will and not upon reliance of any statement or representation made to him by the District, or any of the District's agents, representatives or attorneys.

13. Governing Law and Severability.

Nebraska law shall govern the interpretation, application, and enforceability of this Agreement without regard to choice of law principles.

14. Binding.

This Agreement shall be binding upon and shall inure to the benefit of Potter and the District and their respective heirs, personal representatives, successors and permitted assigns.

15. Modification and Waiver.

No purported modification or waiver of any provision of this Agreement shall be binding unless in writing signed by both Parties (in the case of modifications) or by the Party to be charged (in the case of waivers). Any waiver shall be limited to the circumstances or event specifically referenced in the writing and shall not be deemed waiver of any provision hereof or of the same circumstance of event upon any recurrence thereof.

16. Entire Agreement.

This Agreement sets forth the entire agreement concerning this release and fully supersedes any and all prior agreements or understandings pertaining to the subject matter of this Agreement except those provisions which survive termination of employment, including but not limited to the Employment Agreement.

17. Counterparts.

This Agreement may be executed in multiple counterparts by electronic transmission in PDF format, each of which when so executed and delivered shall constitute an original Agreement which shall constitute the entire agreement.

18. ADEA/OWBPA Rights.

Employee, David Potter, is specifically advised to consult with an attorney before signing this release.

David Potter acknowledges he has been advised to consult with an attorney, and that he has been represented by attorney [INSERT ATTORNEY'S NAME] throughout negotiation of this Agreement, which releases rights he may have under the Age Discrimination in Employment Act (ADEA) and the Nebraska Age Discrimination in Employment Act (NADEA). Potter further acknowledges he has been given at least twenty-one (21) days to consider this Agreement before deciding whether to accept and sign it. Potter agrees that changes to this Agreement, whether material or immaterial, shall not restart the running of the twenty-one (21) day time period. Potter understands he may execute this Agreement prior to the end of the twenty-one (21) day time period. Potter further understands he may revoke this Agreement within seven (7) days of signing this Agreement ("Revocation Period"), and that his release of age claims shall not become effective or enforceable until this Revocation Period has expired. Potter understands that this seven (7) day Revocation Period may not be shortened by the Parties, by agreement or otherwise. Any revocation during this period must be in writing and delivered to the following email address:

Torrey J. Gerdes
Baylor Evnen Wolfe & Tannehill, LLP
tgerdes@baylorevnen.com

With copy to:
Corey J. Wasserburger
Johnson Flodman Guenzel & Wasserburger LLP
cwasserburger@johnsonflodman.com

19. Signatures.

By our signatures below, we acknowledge we have authority to enter into this Agreement and agree with its terms:

By David Potter:

David Potter

Dated: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared David Potter, either personally known to me or identified by through satisfactory evidence as required by law, and who executed the foregoing agreement and acknowledged to me that he voluntarily executed the same.

Notary Public

By Lower Platte South Natural Resources District:

[INSERT NAME]

Chair, Board of Directors
Lower Platte South Natural Resources District


Dated: _____



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: September 10, 2025
To: Executive Subcommittee
From: David Potter, Assistant General Manager 
RE: Voting Precinct Discussion

It was brought to the District's attention by Director Aldridge that the ballots in the Hickman voting precinct may have incorrectly listed the candidates for Subdistrict #4 instead of the candidates for Subdistrict #1 in the 2022 and 2024 elections. After reviewing numerous documents dating back to the District's 2021 redistricting, as well as those documents that were sent to the Secretary of State's office and to the County Election Commissioners, it was concluded that incorrect candidates were, in fact, listed on the voting ballot for the Hickman precinct in 2022 and 2024. The District submitted the correct information to the election authorities and this mistake was not attributable to the District. In the Hickman precinct, ballots should have included LPSNRD Director candidates in Subdistrict #1 not Subdistrict #4. The Lancaster County Election Commissioner has confirmed this.

The Lancaster County Election Commission is in the process of splitting the Hickman precinct into two new precincts – Hickman West and Hickman East. The Lancaster County Election Commission will also make the NRD subdistrict boundary correction before the next election. Every voter will receive a new polling place card with the correct LPSNRD subdistrict.

The Lancaster County Election Commissioner has also reviewed the results from the 2022 and 2024 elections. This error did not affect the outcome of the subdistrict race in either election cycle and there have not been any other complaints or inquiries brought forward on this matter.

In light of this recent situation, LPSNRD is planning to have a District election coverage and subdistrict map in our Spring 2026 newsletter, which will be scheduled for print prior to the 2026 primary election. The District will also inform fellow districts of the situation through the NRD Manager's meeting so that they may look more closely at their own subdistrict races.

pc: Corey Wasserburger, LPSNRD Legal Counsel