

LOWER NIOBRARA NATURAL RESOURCES DISTRICT

Business Agenda

January 5, 2026, at 2:00 p.m.

Butte Community Center, Butte, NE

- 1. Call to Order / Statement of Publication / Open Meeting Law Poster**
- 2. Roll Call**
- 3. Approval of Agenda***
- 4. Approval of December 1, 2025, Regular Meeting Minutes***
- 5. Board of Director Officer Elections***
 - a. Chairman**
 - b. Vice-Chairman**
 - c. Secretary**
 - d. Treasurer**
- 6. Board of Director Representatives by Volunteer or Appointment**
 - a. NARD Representative**
 - b. NRBA Representative**
 - c. Niobrara Council Representative**
 - d. NE RC&D Representative**
 - e. NC RC&D Representative**
 - f. Friends of the Missouri**
 - g. Missouri Sedimentation Action Coalition**
- 7. General Managers Report**
- 8. Programs Assistant Report**
- 9. Water Resources Coordinator Report**
- 10. NARD Report (Hansen)**
 - a. NARD Legislative Conference Delegates***
- 11. West Knox Rural Water Report (Dan Ebel)**
- 12. BGMA Coordinator Report**
- 13. Partner Reports**
 - a. Natural Resources Conservation Service (Adam Nolan)**
 - i. UCS/Scope of Work Approval***
 - b. Niobrara Council (Connell)**
 - c. NE RC&D Report (Hansen)**
 - d. NC RC&D Report (Connell)**
 - e. Friends of the Missouri**
 - f. Missouri Sedimentation Action Coalition**
- 14. Woods/Aitken, LLP Engagement Letter***
- 15. Committee Reports and Recommendations**
 - a. Groundwater Management Committee**
 - i. Suspend the Rules for the Phase II Reporting Deadline***
 - b. Operations Committee**
 - i. Building Financing Proposals***
 - ii. Building Contract***

16. NSWCP Activities*

17. Approval of NARD Washington DC Conference Attendance*

18. Approval of the December Treasurer's Report*

19. Signing of Educational Land Leases Cooperative Agreements

20. Public Comment

21. Excuse Absent Directors

22. Adjourn

***Indicates potential action item**

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| Review Expenditure Receipts: | Linda Hoffman | Jack Engelhaupt |
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12/17/2025 4:55 p.m. WE

DRAFT

LOWER NIOBRARA NATURAL RESOURCES DISTRICT
Committee of The Whole Meeting
No Action, Educational Session
January 5, 2026, at 4:00 p.m.
Butte Community Center, Butte, NE

1. Call to Order / Statement of Publication / Open Meeting Law Poster
2. Roll Call
3. Sentinel Ag (James Herrick)
 - a. Presentation
 - b. Question & Answerers
4. Goanna Ag Presentation (Derek Brazda)
 - a. Presentation
 - b. Question and Answerers
5. Break
6. Public Comment
7. Adjourn



12/19/2025 3:23p.m. WE

DRAFT

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 Niobrara Natural Resources District. The Natural Resources Conservation Service (NRCS) and the Lower Niobrara Natural Resources District (NRD) (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 N3120MOU0010499 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 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.

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 (Flags).*

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.

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.

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."

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December 16, 2025

SENT VIA EMAIL

Lower Niobrara Natural Resources District
Wade Ellwanger, General Manager
P.O. Box 350
Butte, NE 68722
Email: wellwanger@lnnrd.org

Re: General Counsel

Dear Wade Ellwanger:

Effective January 1, 2026, our firm BWJ Law Group will be joining and becoming a part of Woods Aitken LLP (the "Firm"). Consistent with our new Firm's practice and in the interest of all the parties, we are providing this engagement letter (hereinafter, the "Letter") to set forth the details of our relationship once our transition to the Firm becomes effective.

1. Scope of Engagement.

Following our association with the Firm, the Firm will serve as General Counsel on all matters to which you, Lower Niobrara Natural Resources District, (hereinafter, "you," "your" or the "Client"), request representation and the Firm accepts. Please note that the Firm will provide zealous advocacy with respect to any matters for which it is engaged but does not make any representations or guarantee concerning the outcome of any proceeding, dispute, or negotiation.

2. Communication.

2.1 Methods of Communication in General. The Firm regularly utilizes email and phone to communicate with clients. The email address we have on file for you is above.

2.2 Electronic Communication Disclosure. The Firm routinely utilizes computer communications, both on the Firm's internal computer network and via the internet. These communications include unencrypted email to and from clients and third parties, and computer file attachments to those email messages in various file formats such as Word, Excel, PDF, and others. Absolute confidentiality of the contents of these unencrypted communications, including the attachments, cannot be guaranteed because internet communications by their nature can be intercepted

by intermediate computers, and because third parties sometimes illicitly exploit internal computer networks. By signing this Letter, you consent to the Firm's exchange of client confidential material via unencrypted computer communications. This consent will remain in effect unless and until you revoke it in writing.

3. Attorney Billing Rates and Expenses.

3.1 Basis of Costs. In general, expenses associated with our representation are based on the time spent by attorneys, as well as paralegals and other staff. Additional charges may also be incurred including but not limited to the expenses detailed in this Letter. Should the expenses or bases alter from the terms described in this Letter, the Firm will notify you promptly.

3.2 Attorney Billing Rates. Don Blankenau's billing rate for this matter is \$250 per hour and Kennon Meyer's billing rate for this matter is \$230 per hour. Should other attorneys or staff participate in our representation of you, know that associate and partner rates may vary, as do the rates of paralegals and legal assistants. You will receive itemized breakdowns detailing how time was spent. Our hourly rates are adjusted periodically.

3.3 Potential Additional Expenses. You may also receive charges for costs and out-of-pocket expenses incurred by the Firm related to our provision of services to you. When incurred, these costs may include, but are not limited to travel, filings (corporate, court, or administrative documents), legal publications, deposition costs and/or services, litigation vendor services, postage, use of computerized research tools such as Westlaw, investigators, costs associated with voluminous record production and copying, or other experts' services. Enclosed is a list of charges for these various expenses that you might expect. Unless special arrangements are made, third-party invoices for fees and expenses exceeding \$300.00 will be forwarded to you for direct payment.

3.4 Monthly Statements. Itemized statements for services rendered and costs incurred will be provided monthly and are due and payable upon receipt. To enroll in paperless billing and receive your invoices via email, *please fill out and return the Paperless Billing Information sheet* included with this Letter. We reserve the right to halt the provision of services or to withdraw our representation at any time for failure to make payment of our fees or costs on a timely basis; and we reserve the right to require advances for fees and costs should currently unforeseen circumstances arise.

4. Conflicts of Interest.

4.1 No Conflicts at this Time. Prior to sending you this Letter we conducted a conflict-of-interest review. To date, it does not appear any conflict of interest exists relating to our representation of you in this matter. If any conflict of interest should arise, we may be required to withdraw our representation and you may need to obtain new counsel. Although we do not believe that there is any conflict of interest at this time, we bring this to your attention now, due to the nature of conflicts of interest and the various ways they may arise.

4.2 Prospective Conflict Waiver. The Firm cannot enter into this engagement if it could interfere with our ability to represent existing clients who may develop relationships or interests adverse to the Client. We therefore ask you to confirm that the Firm may continue to represent or, represent in the future, any existing client in any matter (including but not limited to transactions, litigation, or other dispute resolutions), even if the interests of that client in another matter are directly adverse to the Client's interests, as long as that other matter is not substantially related to this or other engagements on behalf of the Client. Accordingly, the Firm requests that the Client confirm that (1) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of our engagements on behalf of the Client, (2) the Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) the Client has been advised by the Firm, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Client's consent to these provisions is both voluntary and fully informed, and (5) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by the Firm.

5. Termination of Representation.

5.1 Automatic Termination from Lapse of Time. In the event our Firm does not provide billed-for services for a period of twelve (12) consecutive months, the Firm's engagement by you will automatically conclude and our attorney-client relationship will cease without any further action by you or the Firm. Upon termination or withdrawal, you remain liable for any accrued fees and costs as of the date of termination.

5.2 Termination by You or the Firm. You may terminate representation at any time, and for any reason. Likewise, the Firm may terminate representation in accordance with Rule 1.16 of the Rules of Professional Conduct.

6. File Destruction.

Upon the conclusion of the Firm's representation of you, and upon payment of all fees and costs owed to the Firm, you may take possession of all documents and files other than the Firm's work product documents and internal notes and memorandums. If you have not taken possession of such files prior to the expiration of two years following the conclusion of representation, you authorize the Firm to destroy all documents and files related to the Firm's representation of you in the regular course of its business.

7. Dispute Resolution.

If any dispute should arise regarding our representation of you, we want to settle it quickly and fairly. We will try to do so through discussion. If we are unsuccessful, then we both agree to resolve any dispute arising between us by prompt, confidential and binding arbitration pursuant to the rules of the American Arbitration Association. The arbitration will be held in Lincoln, Nebraska. The decision of a sole arbitrator will be binding.

If at any time you have any questions regarding the fees or costs incurred in this matter, or any other matters, please do not hesitate to contact me. We appreciate the opportunity to be of service to you and we look forward to working with you.

Please indicate your acceptance of this agreement by executing and returning an executed copy of the Letter to us at your earliest convenience.

Very truly yours,

/s/ Don Blankenau.

of Woods Aitken LLP
*EFFECTIVE JANUARY 1, 2026

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by: _____
Signature

Date: _____

Printed Name



WOODS | AITKEN LLP

Potential Additional Expenses

| Service | Cost (may vary) |
|------------------------------------|--|
| Client Related Cash Advances | Actual Cost |
| Computerized Legal Research | \$0.80 per minute |
| Electronic Discovery Vendors (ESI) | Actual Cost |
| Matter Related Services | Actual Cost |
| Mileage | Amount Allowable by IRS |
| Overnight Express Mail | Actual Cost |
| Photocopying and Printing | \$0.15/page (black and white) \$0.50/page (color) |
| Postage | Actual Cost |
| Travel | Actual Cost |



WOODS | AITKEN LLP

Paperless Billing Information

Our Law Firm offers an email-based paperless billing solution. This paperless option will reduce the amount of time it takes for our invoice(s) to reach you and will facilitate more efficient invoice processing. Please provide the following information to ensure you are enrolled in our paperless billing and invoices go to the correct email address:

Client Name: _____

Designated email address to receive invoices: _____

Billing Contact Name: _____

Contact Email Address (if different from above): _____

Telephone Number: _____

Invoices will be auto-emailed from billing@woodsaitken.com (public IP address 66.161.237.8). Please ensure that this email address will be received by your email system.

Please return this completed form with your engagement Letter.

Please contact **Vickie Starr** at Woods Aitken LLP with questions or comments at (402) 437-8574 or email at vstarr@woodsaitken.com