



Memorandum

Date: November 14, 2025
To: Water Resources Subcommittee
From: Steve Herdzina, Water Resources Coordinator SH
Subject: Water Resources Subcommittee Meeting Minutes – November 2025

The Water Resources Subcommittee met on November 13, 2025, at the NRD office, at 5:30 pm, to take action on two items. Subcommittee members present included Directors Jacobson - committee chair, Baker, Eagan, Hellerich, Ruth, and Spangler. Members absent included Directors Peterson and Schutz. NRD staff present were David Potter, Katie Cameron, Steve Herdzina, and Drew Ratkovec. Director Jacobson called the meeting to order at 5:30 pm. A quorum was present for the meeting.

A. Consideration of Cooperative Agreement with CSD for ENWRA Focus Area Studies [ACTION]– Katie Cameron, ENWRA Coordinator, explained that the current fiscal year (FY) 2026 ENWRA budget included \$109,072 from banked funds for 40% of the year one costs of a planned three year regional study with Focus Areas in each of the six ENWRA NRDs. A Water Sustainability Fund application submitted in March 2025 for the study ranked high but the score was just below the award cutoff for large category grants. The ENWRA NRDs desire to move forward with a scaled down version of the original study plan with ENWRA banked funds in order to benefit each of the six NRDs and showcase ground based geophysical surveys to improve our chances for future grant application submittals. The attached two-year cooperative agreement between the Lower Platte South NRD on behalf of ENWRA and the University of Nebraska-Lincoln, Conservation and Survey Division, School of Natural Resources is proposed for execution to accomplish this study and spend up to \$162,855 of ENWRA banked funds through the end of FY 2027. Additionally, the FY 2027 costs will potentially be eligible for local match and/or reimbursements under ENWRA's future grant submittal plans. Questions were discussed regarding future grant applications, Focus Area selections, and how this effort can benefit the Districts and enhance existing information.

- Work Type: Cooperative Agreement to conduct research assessment activities
- Budget: Included in FY 2026
- Proposal: 2 year Cooperative Agreement totaling \$162,855
- Funding: Banked funds from prior year ENWRA dues
- Start: Upon signature of both parties
- Completion: Through the end of FY 2027
- Payers, Players, & Partners: ENWRA, UNL CSD

It was moved by Baker, seconded by Eagan, and unanimously approved by the Water Resources Subcommittee to recommend that the Board of Directors approve the Two-Year Cooperative Agreement for \$162,855 between the University of Nebraska-Lincoln Conservation and Survey Division, School of Natural Resources and Lower Platte South NRD on behalf of ENWRA, pending legal counsel review.

Motion Passed 6-0

B. Consideration of 2026 USGS Streamgage Agreement [ACTION]–

Drew Ratkovec, Projects Coordinator, gave background on the annual streamgage agreement with USGS. 15 of these gages are used to monitor water levels and precipitation and are an important tool for the district's flood alert procedures. The total amount of the agreement is \$176,640; or \$46,920 for USGS and \$129,720 for LPSNRD. Six of the gages are part of the flood warning system with the City of Lincoln reimbursing the LPSNRD 50% through the Stormwater Interlocal Agreement. Ratkovec discussed the streamgage locations and their utilization in flood warning and answered questions regarding the streamgage capabilities, and Salt Valley Lake monitoring.

- Budget: Included in FY 2026
- Funding: NRD/City of Lincoln/USGS
- Proposal: \$129,720.00
- Completion: September 30, 2026
- Payers, players, Partners: NRD, USGS, City of Lincoln
- Deliverables: Operation and Maintenance of Streamgages

It was moved by Ruth, seconded by Hellerich, and unanimously approved by the Water Resources Subcommittee to recommend that the Board of Directors approve the Annual Joint Funding Agreement with USGS for Water Resource Investigations of 15 Streamgages for \$129,720.00.

Motion Passed 6-0

Staff Report – Upcoming GWMP Stakeholder Meetings [NO ACTION]–

Steve Herdzina, Water Resources Coordinator, reminded the Subcommittee about the upcoming Ground Water Management Plan Revision Stakeholder Advisory meetings. The first meeting is scheduled for Tuesday, November 18th from 9:30-11:30, at the Elmwood Fire Hall. The second meeting is scheduled for Wednesday, November 19th from 9:30-11:30, at the LPSNRD office. Both meetings will have the same presentation.

Meeting adjourned at 5:55 pm.

Enclosures

Cc: Bob Andersen
Corey Wasserburger

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into between the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("DISTRICT"), acting as Administrator under an Interlocal Agreement identified in Exhibit "1", and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN CONSERVATION AND SURVEY DIVISION, SCHOOL OF NATURAL RESOURCES ("CSD"), collectively referred to herein as the "Parties."

WITNESSETH:

RECITALS

- A. The Parties have a mutual interest in the study and stewardship of the hydrogeologic and groundwater resources in Nebraska.
- B. The Parties desire to maintain a cooperative working arrangement to study the hydrogeologic and groundwater resources in Nebraska and initiate field study and data processing for six localized Focus Areas on behalf of the Eastern Nebraska Water Resources Assessment (ENWRA).
- C. LPSNRD is acting as Administrator under the ENWRA Interlocal cooperative Agreement (ICA) attached hereto as Exhibit "1" and incorporated herein by this reference.

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

1. **Effective Date.** The Parties agree that the Agreement will become effective upon the signature of both Parties.
2. **Term.** The term of the Agreement shall be from the effective date hereof through the end of fiscal year 2027 (June 30, 2027). The Agreement may be terminated by either party at any time by giving sixty (60) days prior written notice to the other party. In the event that the term of the Agreement needs to be extended, an amendment shall be executed by both parties.
3. **Responsibilities of DISTRICT.** The DISTRICT agrees to the following:
 - (a) Administer the ICA (Exhibit "1") funding for CSD and other required subagreements/subcontracts on behalf of the participating Natural Resources Districts ("SPONSORS").
 - (b) Provide an agreement administration coordinator: Chris Barber, Lower Platte South Natural Resources District, PO Box #83581, Lincoln, NE 68501-3581, email address cbarber@lpsnrd.org.
 - (c) LPSNRD will submit payment within 45 days of receipt of the CSD invoices,

anticipated on a semi-annual frequency. Anticipated fiscal year funding breakdown as follows:

	FY26	FY27	Total
CSD Field Data Acquisition, Processing and Assessment Activities	\$105,750	\$42,300	\$148,050
Facilities and Administration 10%	\$10,575	\$4,230	\$14,805
TOTALS:	\$116,325	\$46,530	\$162,855

4. **Responsibilities of CSD.** CSD agrees to the following:

- (a) Lead the localized Focus Area studies in cooperation with the participating SPONSORS.
- (b) Invoice the DISTRICT on a semi-annual basis, not more than \$162,855 throughout the term of the agreement herein, as per the table shown in 3.(c) above.

5. **Amendments.** The Agreement may only be amended in writing signed by the Parties.

IN WITNESS WHEREOF the Parties have executed the Agreement by their authorized representatives on the date show below.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, as Administrator, acting on behalf of the participating DISTRICTS under an Interlocal Agreement attached as Exhibit "1" hereto.

By: _____
David Potter

Title: General Manager

Date: _____

CONSERVATION AND SURVEY DIVISION

By: _____
Robert M. Joeckel

Title: Director _____

Date: _____

UNIVERSITY OF NEBRASKA

By: _____

Title: _____

Date: _____

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

**LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

THIS AGREEMENT is made and entered into this 18th day of JANUARY, 2007, by and between the Lewis & Clark Natural Resources District ("LCNRD"), Lower Elkhorn Natural Resources District ("LENRD"), Lower Platte North Natural Resources District ("LPNNRD"), Lower Platte South Natural Resources District ("LPSNRD"), Nemaha Natural Resources District ("NNRD"), and the Papio-Missouri River Natural Resources District ("PMRNRD") hereinafter referred to individually as "each District" or the individual District's initials, for example, LPNNRD, or collectively as the "Districts",

WITNESSETH:

RECITALS

A. The Districts are political subdivisions of the State of Nebraska organized and existing pursuant to *Neb. Rev. Stat.* §§ 2-3201, et seq., and have the authority, pursuant to *Neb. Rev. Stat.* § 2-3232(1), to make studies, investigations, or surveys and do research as may be necessary to carry out its authorized purposes, enter upon any land, after notifying the owner or occupier, for the purpose of conducting such studies, investigations, surveys, and research, and publish and disseminate the results

B. Among the authorized purposes of the Districts, pursuant to *Neb. Rev. Stat.* § 2-3229 are water supply for any beneficial uses, development, management, utilization, and conservation of ground water and surface water, pollution control, and solid waste disposal and sanitary drainage

C. The State or any local government may exercise any of its powers or perform any of its functions jointly or in cooperation with any other governmental entity as authorized by Article XV § 18 of the Nebraska Constitution. Any two or more public agencies (county, city, village, school district, agency of the State government, or political subdivision of this State) are authorized by Neb. Rev. Stat. §§ 13-801 to 13-827 (Reissue 1991) to enter into interlocal agreements with one another for joint or cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by such public agencies.

D. Within the boundaries of the Districts are glaciated areas of Eastern Nebraska which are significant sources of both ground water and surface water. There exists limited data regarding water quality, water quantity, and interaction between aquifers in this area and the Districts desire to conduct studies, investigations, surveys and research for the purpose of gathering more data to better understand, predict, and manage the future use of these important water resources.

E. Each District desires to cooperate with the other Districts in three pilot studies to establish appropriate methodologies to conduct hydrogeologic framework studies for the glaciated areas of Eastern Nebraska. The overall goal is that the methodologies derived from these pilot studies may be used to conduct more extensive hydrogeologic

framework studies for the entire area of Eastern Nebraska, hereinafter referred to as the "Project".

F. The Districts have budgeted funds for Fiscal Year 07 which will partial fund the Project and the LPNNRD has applied for funding from the Interrelated Water Management Plan Program Fund (IWMPPF) administered by the Nebraska Department of Natural Resources for the Eastern Nebraska Water Resources Assessment (ENWRA). The application requests \$1,536,000 for a three year project. The Year One request is for \$360,000, which has been approved.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the Districts agree as follows:

ARTICLE I

OBJECTIVES AND PURPOSES

Section 1.01

The objectives and purposes of this Interlocal Agreement are to carry out those public powers, duties and obligations of the Districts by establishing a single uniform procedure for implementing the Project.

Section 1.02

In order to attain the objectives and purposes of this Interlocal Agreement, each District shall perform the applicable provisions of this Agreement in good faith and shall cooperate with the other Districts where possible.

ARTICLE II

TERM OF AGREEMENT

Section 2.01

This Interlocal Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of each District pursuant to Neb. Rev. Stat. § 13-1804(2) and execution by all of the Districts.

Section 2.02

Each District hereby agrees to participate with the other Districts to this Interlocal Agreement in the conduct of the activities hereinafter described.

Section 2.03

In the event that a District fails to perform its obligations pursuant to this Interlocal Agreement, the other Districts, either individually or jointly, may legally seek to enforce such obligation in any court of law or equity.

Section 2.04

The term of this Interlocal Agreement shall be five (5) years from the date of its adoption by each District, unless further extended by the mutual agreement of all Districts. This Interlocal Agreement shall survive a transition of the form of government of a District from one form to another.

ARTICLE III

THE PROJECT

Section 3.01

Each District shall designate a representative to serve on the Technical Committee, which shall have authority to make technical decisions on behalf of the Districts.

Section 3.02

The Technical Committee shall annually elect a Project Coordinator who will serve as the contract person for the overall coordination of the Technical Committee, including the USGS, UNL/C&SD, and others involved in the Project.

Section 3.03

The Technical Committee shall meet at least once each calendar quarter, at a location selected by the Committee.

Section 3.04

A quorum of the members of the Technical Committee may take action on behalf of the Committee, so long as such actions are within the parameters established by this agreement, the work plan, and the annual budget.

Section 3.05

Minutes of all Technical Committee meetings shall be kept by the Committee and distributed to all ENWRA members, along with copies of the quarterly reports from each of the local Pilot Study sites.

Section 3.06

The Technical Committee member from each District that is located in a study area of a Pilot Study Site, shall be required to serve on the Local Pilot Study Site Team. The study areas are Oakland, Firth, and Ashland/Linoma.

Section 3.07

All contractors, including USGS, UNL/C&SD, will be required to notify the Local Pilot Study Site Team if there is a need for them to enter upon private property.

Section 3.08

Each District shall responsible for obtaining entry onto private property for contractors who are working in their respective Districts, and to pay any damages that result from such entry or work performed on private property.

Section 3.09

Each Local Pilot Site Study Team shall determine the method for notifying and shall notify the public of the work being performed as a party of the Project.

Section 3.10

Any permit required by Contractors in connection with the Project shall be obtained by the District in which the work is being performed.

Section 3.11

Each District in which work is being performed as part of the Project shall ensure that the One Call Notification Law is complied with.

Section 3.12

The Technical Committee shall provide copies of all reports prepared as part of the Project to each District.

Section 3.14

Each District shall be responsible for the negligent acts or omissions of its own employees and shall not be responsible for the negligent acts or omissions of other Districts employees.

ARTICLE IV

WORK PLAN, BUDGET AND ADMINISTRATION

Section 4.01

Each District shall annually approve a work plan and budget which shall then be forwarded to the Technical Committee.

Section 4.02

LPNNRD shall be responsible for applying for all grants and the administration of all grant funds which are received and shall entered into all contracts in its name for the Project and all other work set forth in this Agreement and the annual work plan.

Section 4.03

LPNNRD shall prepare and send annually, a statement of the shared costs incurred for the Project for each District and each District shall pay its share of the costs within 45 days of the receipt of such statement.

Section 4.04

LPNNRD shall prepare and send to each District on a quarterly basis, a summary of the receipts and expenses of the Project.

Section 4.05

LPNNRD shall require each Contractor to provide adequate liability insurance for bodily injury and property damage sustained as a result of each Contractor's performance of its obligations and responsibilities under any contract related to the Project.

ARTICLE V

FUNDING

Section 5.01

State funding for the Project which includes a three year study is crucial for its time completion. Funding from IWMPPF for the first year has been approved in the amount \$360,000.

Section 5.02

Each District has budgeted funding for fiscal year ("FY") 2007 as follows:

LCNRD \$5,000; NNRD \$10,000, PMNRD \$15,000; LENRD \$20,000; LPSNRD \$20,000; and LPNNRD \$20,000; a total of \$90,000 for FY 2007.

Section 5.03

The Districts agree that funding for FY 2008 and 2009 will be limited as follows:

LCNRD \$7,000; NNRD \$20,000; PMRNRD \$30,000; LENRD \$30,000; LPSNRD \$30,000 and LPNNRD \$30,000; a total of \$147,000 for FY 2008 and a total of \$147,000 for FY 2009.

ARTICLE VI

POWERS

Section 6.01

The Districts hereto shall have all of the powers and authorities pursuant to state statutes that are necessary to carry-out the stated objectives and purposes on behalf of the joint and cooperative effort to facilitate the gathering of data for of the Project.

Section 6.02

Each District shall have such other powers as are authorized under the Nebraska statutes that establish each such District, and under the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, which are necessary and proper for the achievement of the stated objectives and purposes as set forth in this Interlocal Agreement.

ARTICLE VII

AMENDMENTS

Section 7.01

Any District may propose an amendment to this Interlocal Agreement by submitting it in writing to the other Districts, which shall immediately consider in good faith the proposed amendment; provided, however, that no such amendment shall,

directly or indirectly, affect or impair any written contracts or agreements entered into prior to the effective date of such amendment.

Section 7.02

No amendment or other modification to this Interlocal Agreement shall be effective unless it is in writing and approved by all Districts. Such amendment shall become effective after all six (6) parties have approved and executed the same.

Section 7.03

This agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each District has caused this Interlocal Agreement to be executed by its duly authorized officer as of the date and year shown below.

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: Tom J. Moser

DATE: November 20, 2006

NEMAHA NATURAL RESOURCES DISTRICT

BY: Jim Wirth, Chairman

DATE: 12-14-06

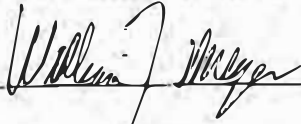
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: Chris Johansen

DATE: 12-11-06

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY:

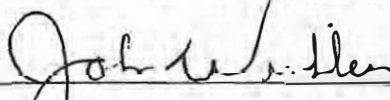


DATE:

Jan 18, 2007

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY:

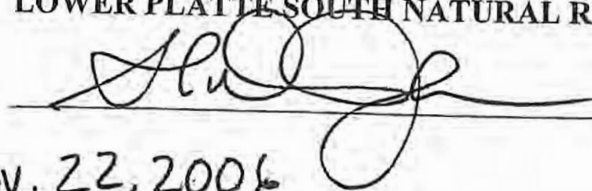


DATE:

12-18-06

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY:



DATE:

Nov. 22, 2006

ORIGINAL SIGNATURE PAGES ARE ON FILE AT THE LPSNRD

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

**LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

AMENDMENT #1

THIS AMENDMENT is made and entered into this ____ day of _____, 2007, to modify the original agreement signed on the 18th day of January, 2007.

Modification #1: Article III, Section 3.01

The section shall be changed to read:

The Districts shall retain an ENWRA Coordinator (“the Coordinator”) as part of the annual budget of the project. The Coordinator shall be responsible for developing goals, objectives, and work plans for the project; shall seek funding for the project; shall seek expert advice on pertinent technical issues; shall develop and assist in the implementation of standard operating procedures for data collection; shall collect background information, conduct literature searches, and oversee the development and maintenance of databases; shall coordinate meetings of the technical committee and other meetings; shall maintain an understanding of each District’s water resources issues, current studies and problems, and relate them to the appropriate agencies or persons; shall

analyze and address hydrogeologic problems that cross District boundaries; shall coordinate groundwater modeling efforts that cross District boundaries; shall assist the Districts in developing groundwater management plans that are consistent with regional hydrogeologic knowledge; shall prepare reports and address the Boards of Directors; shall assist with field activities as necessary; shall oversee contracts associated with performing the work; and shall perform duties as necessary for the advancement of the goals of the project. A search committee shall be selected by the Technical Committee to select the Coordinator. The office location of the coordinator shall be approved by the General Manager of the District in which he/she chooses to be located and by mutual agreement of all Districts. The coordinator shall be a full-time employee of the District in which he/she is located, with salary and benefits paid for through the project funds as outlined in Section 5.03. LPNNRD shall reimburse the District in which the Coordinator is located on a quarterly basis for the amount of \$15,250.74 for the second quarter of fiscal year 2008 (October through December 2008), for the amount of \$16,244.28 for the third quarter of fiscal year 2008 (January through March 2009) and \$16,711.04 per quarter thereafter for the duration of this agreement. LPNNRD shall reimburse the District in which the Coordinator is located annually for Coordinator expenses in the third quarter of each fiscal year starting in fiscal year 2008 for the duration of this agreement. The Coordinator expenses will be assumed to be \$5,000 annually.

Modification #2: Article IV, Section 4.01

This section shall be changed to read:

The General Managers of each participating District shall meet as needed, but at least annually in March for the duration of the Agreement to review the status of the project, discuss policy issues related to the project, and approve a work plan and budget which shall then be forwarded to the Technical Committee.

Modification #3: Article V, Section 5.02-5.03

This section shall be changed to read:

The Districts shall contribute funding for the project for the entire term of the agreement, which is 5 years from the date of the signed original agreement, unless further extended by mutual agreement of all Districts. The Districts agree that funding for FY 2007-08 through FY 2011-12 will be as follows:

	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12
LCNRD	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
NNRD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PMRNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LENRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPSNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPNNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: Tom J. Moser

DATE: 11/5/07

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: [Signature]

DATE: 11/2/07

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: [Signature]

DATE: 11-17-07

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: [Signature]

DATE: 12-17-07

NEMAHA NATURAL RESOURCES DISTRICT

BY: [Signature]

DATE: 12-14-07

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: [Signature]

DATE: 10-15-07

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

**LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

AMENDMENT #2

THIS AMENDMENT is made and entered into this ____ day of ____, 2007.
This Amendment supplements the original agreement effective as of January 18, 2007,
and Amendment #1 effective as of _____, 2007.

A. Pursuant to the provisions of Amendment #1, which modifies Article III, Section 3.01 of the original agreement the ENWRA Coordinator (the "Coordinator"), has been hired, and the Technical Committee has chosen the LPSNRD's office in Lincoln, Nebraska, as his/her work location. The General Manager of LPSNRD has approved the office location, and all of the Districts by the execution of this Amendment #2, agree that the office location of the Coordinator shall be at the LPSNRD's office in Lincoln, Nebraska.

B. Pursuant to Amendment #1, the Coordinator is a full-time employee of LPSNRD, and his/her salary and benefits will be paid through project funds as set forth in Amendment #1,

C. Pursuant to Amendment #1, LPNNRD will reimburse LPSNRD the amounts set forth in Amendment #1 for the salary and benefits of the Coordinator.

D. In all other respects the original agreement and Amendment #1 are hereby reaffirmed.

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: Tom J. Moser

DATE: 11/5/07

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: Joe Smith

DATE: 11/2/07

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: David Smith

DATE: 11-21-07

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: Steve Smith

DATE: 12-17-07

NEMAHA NATURAL RESOURCES DISTRICT

BY: A/H

DATE: 12-14-07

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: Joe Smith

DATE: 10-30-07

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

AMENDMENT #3

THIS AMENDMENT #3 is made and entered into by and between the above natural resources district this 29 day of June, 2010. The natural resources districts are hereinafter referred to collectively as the Districts. This Amendment supplements the original agreement effective as of January 18, 2007, and Amendments #1 and #2 effective as of December 17, 2007.

Modification #1: Article II, Section 2.04, original agreement

The term of this Interlocal Agreement is hereby extended until June 30, 2017, by mutual agreement of the Districts.

Modification #2: Article V, Sections 5.02-5.03, original agreement

These sections shall be changed to read:

The Districts shall contribute funding for the project for the entire term of the agreement which now terminates on June 30, 2017, unless further extended by mutual agreement of all Districts. The Districts agree that funding for FY 2013 through FY 2017 will be as follows:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
LCNRD	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
NNRD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PMNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LENRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPSNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPNNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000

Modification #3: Article IV, Sections 4.01-4.05, original agreement

These sections shall be changed to read:

LPSNRD shall be responsible for applying for all grants and the administration of all grant funds which are received and shall enter into all contracts in its name for the Project and all other work set forth in this Agreement and the work plan. LPSRD shall require each Contractor to provide adequate liability insurance for bodily injury and property damage sustained as a result of each Contractor's performance of its obligations and responsibilities under any contract related to the Project.

The Technical Committee shall annually approve a work plan and budget. This work plan and budget will be described in applications for grant funding. Approval of grant application submissions by the LPSNRD will serve as approval of the work plan and budget.

Transfer of financial responsibility from LPNNRD to LPSNRD will occur on July 1, 2010. Transfer of existing ENWRA funds will occur within 60 days of this date.

Modification #4, Article C., Amendment #2

Subsequent to July 1, 2010 LPSNRD will be responsible for paying out of the funds contributed by the Districts the amounts set forth in Amendment #1 for the salary and benefits of the Coordinator.

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: Tom J. Moser

DATE: June 23, 2010

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: TD Moquist

DATE: 6-25-10

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: David M. Mink

DATE: June 22, 2010

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: SH Ogden

DATE: June 11, 2010

NEMAHA NATURAL RESOURCES DISTRICT

BY: R/V

DATE: June 17, 2010

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: Mark J. Peterson

DATE: June 29, 2010

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

**LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

AMENDMENT #4

THIS AMENDMENT #4 is made and entered into by and between the above natural resources district this ____ day of _____, 2012. The natural resources districts are hereinafter referred to collectively as the Districts. This Amendment supplements the original agreement effective as of January 18, 2007, and Amendments #1, #2, and #3 effective as of June 29, 2010.

Modification #1: Article III, Section 3.02, as modified in Amendment #1, Modification #1:

The Section shall be changed to read:

The ENWRA Coordinator ("the Coordinator") shall be a Geologist/Hydrogeologist hired by the Conservation and Survey Division (CSD), University of Nebraska as provided in a Cooperative Agreement between CSD and the LPSNRD, on behalf of ENWRA. A copy of the Cooperative Agreement is attached and made as Exhibit A and incorporated herein by reference. The Coordinator shall be responsible for developing goals, objectives, and work plans for the project; shall seek funding for the project; shall seek expert advice on pertinent technical issues; shall develop and assist in the implementation of standard operating procedures for data collection; shall collect background information, conduct literature searches, and oversee the development and maintenance of databases; shall coordinate meetings of the technical committee and other meetings; shall maintain an understanding of each District's water

resources issues, current studies and problems, and relate them to the appropriate agencies or persons; shall analyze and address hydrogeologic problems that cross District boundaries; shall coordinate groundwater modeling efforts that cross District boundaries; shall assist the Districts in development groundwater management plans and integrated management plans that are consistent with regional hydrogeologic knowledge; shall prepare reports and address the Boards of Directors; shall assist with field activities as necessary; shall oversee contracts associated with performing the work; and shall perform duties as necessary for the advancement of the goals of the project.

Modification #2: Amendment #2:

The provisions in Amendment #2 are completely replaced with Amendment #4.

Modification #3: Amendment #3, Modification #4:

This section shall be changed to read:

LPSNRD shall be responsible for paying out of the funds contributed by the Districts the amounts to CSD set forth in the Cooperative Agreement between LPSNRD and CSD for the salary, benefits and operating expenses of the Geologist/Hydrogeologist assigned as the ENWRA Coordinator.

Modification #4: Article C., Amendment #2

This section shall be changed to

The ENWRA Coordinator will be provided office at the LPSNRD. LPSNRD shall be reimbursed out of funds contributed by the Districts the amount of \$5,000 annually for the costs of office space, clerical support, and office supplies/equipment for Geologist/Hydrogeologist assigned as the ENWRA Coordinator.

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: Tom J. Moser Manager

DATE: June 21, 2012

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: 

DATE: 10 25-12

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: *Ralph Bink*

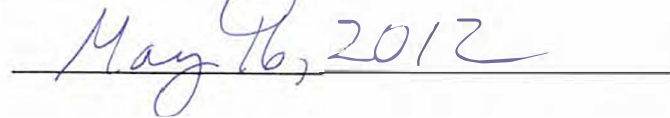
DATE: 12/10/12

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY:

A handwritten signature in blue ink, appearing to be "S. D. J.", written over a horizontal line.

DATE:

A handwritten date "May 16, 2012" in blue ink, written over a horizontal line.

NEMAHA NATURAL RESOURCES DISTRICT

BY:

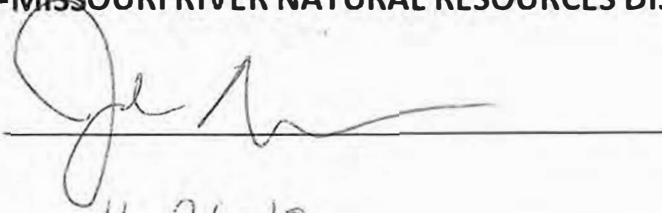
RJH

DATE:

NOVEMBER 21, 2012

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY:

A handwritten signature in dark ink, appearing to be "John", written over a horizontal line.

DATE:

11-26-12

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

AMENDMENT #5

THIS AMENDMENT #5 is made and entered into by and between the above natural resources districts this 17th day of July, 2017. The natural resources districts are hereinafter referred to collectively as the Districts. This Amendment supplements the original agreement effective as of January 18, 2007, and Amendments #1, #2, #3 and #4 effective as of December 10, 2012.

Modification #1: Article III, Section 3.02, original agreement, as modified in Amendment #1,

Modification #1 and Amendment #4, Modification #1:

The "Exhibit A" Cooperative Agreement references related to the coordinator position shall refer to the updated Cooperative Agreement for the July 1, 2017 - June 30, 2020 term, attached hereto.

Modification #2: Article V, Section 5.02-5.03, original agreement, as modified in Amendment #1,

Modification #3 and Amendment #3, Modification #2:

These sections shall be changed to read:

The Districts shall contribute funding for the project for the entire term of the agreement which now terminates on June 30, 2022, unless further extended by mutual agreement of all Districts. The Districts agree that finding for the FY 2018 through FY 2022 will be as follows:

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
LCNRD	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
NNRD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PMRNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LENRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPSNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPNNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

DATE:

05/19/2017

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: Michael J. Sack

DATE: 17 Jul 17

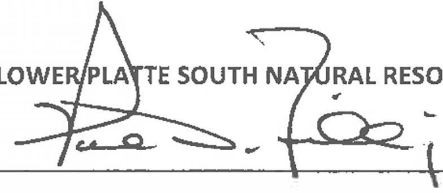
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: John W. Smith Chairman

DATE: 5-8-17

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY:

_____

DATE:

APRIL 19, 2017

NEMAHA NATURAL RESOURCES DISTRICT

BY: *[Signature]*

DATE: 5/12/17

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY:



DATE:

May 12, 2017

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into between the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("DISTRICT"), acting as Administrator under an Interlocal Agreement identified in Exhibit "A", and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN CONSERVATION AND SURVEY DIVISION, SCHOOL OF NATURAL RESOURCES ("CSD"), collectively referred to herein as the "Parties."

WITNESSETH:

RECITALS

- A. The Parties have a mutual interest in the study and stewardship of the geologic and groundwater resources in eastern Nebraska.
- B. The Parties desire to maintain a cooperative working arrangement to enhance the study and stewardship of the geologic and groundwater resources in eastern Nebraska.
- C. DISTRICT and CSD programs have the potential to significantly enhance the study and stewardship of the geologic and groundwater resources in eastern Nebraska.

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

- 1. **Effective Date.** The Parties agree that the Agreement will become effective upon the signature of both Parties.
- 2. **Term.** The term of the Agreement shall be for three (3) years from the effective date; provided however, that it may be terminated by either party at any time by giving sixty (60) days prior written notice to the other party. In the event that the term of the Agreement needs to be extended two years to mirror the term outlined in Exhibit A, an amendment shall be executed by both parties.
- 3. **Responsibilities of DISTRICT.** The DISTRICT agrees to the following:
 - (a) Set general accomplishment goals and priorities for the assigned geologist/hydrogeologist, in consultation with the CSD
 - (b) Provide input to CSD on the hiring/assignment of a qualified geologist/hydrogeologist.
 - (c) Participate in the development of annual work plans and program evaluations for the assigned geologist/hydrogeologist.

(d) Provide 60% of the salary and benefits plus annual operating expenses of up to \$6,250 for the assigned geologist/hydrogeologist. DISTRICT policies do not allow payment of indirect costs.

(e) Provide office space, clerical support, and office supplies/equipment for the assigned geologist/hydrogeologist.

(f) Submit appropriate reports to CSD.

(g) Function as the administrative representative of the Eastern Nebraska Water Resources Assessment. (ENWRA)

4. Responsibilities of CSD. CSD agrees to the following:

(a) Hire and assign a qualified geologist/hydrogeologist to work full-time on geologic and groundwater related activities and/or projects pertaining to eastern Nebraska.

(b) Invoice the DISTRICT on a semi-annual basis for 60% of the assigned geologist/hydrogeologist salary and benefits plus annual operating expenses of up to \$6,250 (based on the July 1 through June 30 fiscal year).

(c) Use the DISTRICT and CSD funding agreed upon within this agreement to provide a vehicle and to cover travel expenses for the assigned geologist/hydrogeologist.

(d) Acquire additional funding, if necessary, to provide specialized equipment and supplies for the assigned geologist/hydrogeologist.

(e) Submit an annual budget for the assigned geologist/hydrogeologist to the DISTRICT by May 1 of each year.

5. Duties of the Assigned Geologist/Hydrogeologist. The geologist/hydrogeologist assigned under the Agreement will be required to perform the following tasks:

(a) Focus on geologic and groundwater resources in eastern Nebraska.

(b) Provide technical geologic and groundwater resource services to rural and urban cooperators within eastern Nebraska.

(c) Prepare and provide educational materials and compile, record, and publish information on the geology and groundwater resources of eastern Nebraska.

(d) Submit appropriate work plans and accomplishment reports to CSD and the DISTRICT.

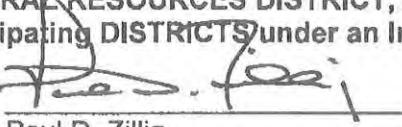
(e) Provide technical and coordinator support to the Eastern Nebraska Water Resources Assessment.

(f) Obtain supervision from the Director of the Conservation and Survey Division.

6. **Amendments.** The Agreement may only be amended in writing signed by the Parties.

IN WITNESS WHEREOF the Parties have executed the Agreement by their authorized representatives on the date show below.

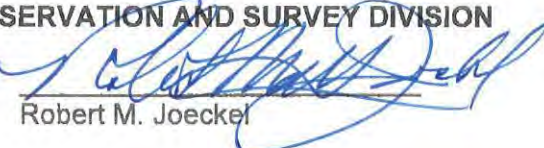
**LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT**, as Administrator, acting on behalf of the participating DISTRICTS under an Interlocal Agreement attached as Exhibit "A" hereto.

By: 
Paul D. Zillig

Title: General Manager

Date: APRIL 19, 2017

CONSERVATION AND SURVEY DIVISION

By: 
Robert M. Joeckel

Title: Director

Date: 05/03/2017

UNIVERSITY OF NEBRASKA

By: **Jeanne Wicks** Digitally signed by Jeanne Wicks
DN: cn=Jeanne Wicks, o=University of Nebraska-Lincoln,
ou=OSP Director, email=jwicks2@unl.edu, c=US
Date: 2017.05.04 09:01:28 -0500
Jeanne Wicks

Title: Director of Sponsored Programs

Date: 05/04/2017

Lower Platte South Natural Resources District Cooperative Agreement – BUDGET

YEAR ONE (July 1, 2017 to June 30, 2018)		TOTAL YEAR ONE
Budget Category Personnel		
Salary	39,293	39,293
<i>Benefits</i>	11,788	11,788
Total Personnel	51,081	51,081
Travel	3,125	3,125
Supplies	350	350
Operating	2,775	2,775
Total Direct Costs	6,250	6,250
Total	57,331	57,331

Budget justification: Salary will be used to support a geologist/hydrogeologist. Travel is for field work and for attendance at service/educational activities and meetings. Supplies are for software needed for model development and data analysis and various small laboratory and field supplies needed to complete the project. No equipment will be purchased as part of this project.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

**LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

AMENDMENT #6

THIS AMENDMENT #6 is made and entered into by and between the above natural resources districts this 28 day of April, 2020. The natural resources districts are hereinafter referred to collectively as the Districts. This Amendment supplements the original agreement effective as of January 18, 2007, and Amendments #1, #2, #3, #4 and #5 effective as of July 17, 2017.

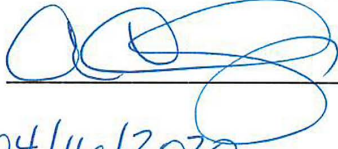
Modification #1: Article III, Section 3.02, original agreement, as modified in Amendment #1,

Modification #1, Amendment #4, Modification #1 and Amendment #5, Modification #1:

The "Exhibit A" Cooperative Agreement references related to the coordinator position shall refer to the Amended Cooperative Agreement for the July 1, 2020 - June 30, 2022 term, attached hereto.

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY:

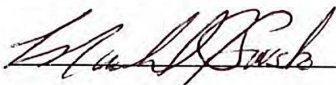


ANNETTE SUDBECK

DATE:

04/16/2020

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: 

DATE: 28 Apr 20

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: Gene Ruzicka

DATE: 4-13-2020

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY:



A handwritten signature in black ink, appearing to read "Karen J. [unclear]", is written over a horizontal line.

DATE: APRIL 22, 2020

NEMAHA NATURAL RESOURCES DISTRICT

BY:



DATE: 04-09-2020

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY:

DATE: 04-15-2020

EXHIBIT A

AMENDMENT #1

TO THE

COOPERATIVE AGREEMENT (the “Agreement”) made and entered into between the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (“DISTRICT”), acting as Administrator under an Interlocal Agreement identified in Exhibit “A”, and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN THROUGH ITS CONSERVATION AND SURVEY DIVISION, SCHOOL OF NATURAL RESOURCES (“CSD”), collectively referred to herein as the “Parties.”

The Parties to the above captioned agreement hereby agree to amend said agreement as follows:

- The Period of Performance is extended until June 30, 2022. The new Period of Performance with this amendment is July 1, 2020 to June 30, 2022 (Years 4 and 5).

All other terms of the Agreement remain unchanged.

Lower Platte South NRD Cooperative Agreement –BUDGET

YEAR FOUR (July 1, 2020 to June 30, 2021)	TOTAL YEAR FOUR
Budget Category	
Salary	42,657
<i>Benefits</i>	12,797
Total Personnel	55,454
Travel	3,125
Supplies	350
Operating	2,775
Total Direct Costs	6,250
Total	61,704

Budget justification: Salary will be used to support a geologist/hydrogeologist. Travel is for field work and for attendance at service/educational activities and meetings. Supplies are for software needed for model development and data analysis and various small laboratory and field supplies needed to complete the project. No equipment will be purchased as part of this project.

EXHIBIT A

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment as of the last date signed below by their respective duly authorized representatives.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, as Administrator, acting on behalf of the participating DISTRICTS under an Interlocal Agreement attached as Exhibit "A" hereto.

By: _____

Paul D. Zillig

Date: _____

APRIL 22, 20

CONSERVATION AND SURVEY DIVISION

By: _____

Robert M. Joeckel

Robert M. Joeckel

Date: _____

05/12/2020

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By: _____

Robert M. Joeckel

Date: _____

05/12/2020

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN THE

LEWIS & CLARK NATURAL RESOURCES DISTRICT
LOWER ELKHORN NATURAL RESOURCES DISTRICT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
NEMAHA NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

AMENDMENT #7

THIS AMENDMENT #7 is made and entered into by and between the above natural resources district this 28 day of March, 2022. The natural resources districts are hereinafter referred to collectively as the Districts. This Amendment supplements the original agreement effective as of January 18, 2007, and Amendments #1, #2, #3, #4, #5 and #6 effective as of April 28, 2020.

Modification #1: Article III, Section 3.02, as modified in Amendment #1, Modification #1, Amendment #4, Modification #1, Amendment #5, Modification #1, and Amendment #6, Modification #1:

The "Exhibit A" Cooperative Agreement references related to the coordinator position shall refer to the Amended Cooperative Agreement for the July 1, 2022 - June 30, 2027 term, attached hereto.

Modification #2: Article V, Section 5.02-5.03, original agreement, as modified in Amendment #1, Modification #3, Amendment #3, Modification #2 and Amendment #5, Modification #2:

These sections shall be changed to read:

The Districts shall contribute funding for the project for the entire term of the agreement which now terminates on June 30, 2027, unless further extended by mutual agreement of all Districts. The Districts agree that funding for the fiscal year (FY) 2023 through FY 2027 will be as follows:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
LCNRD	\$9,150	\$9,150	\$9,150	\$9,150	\$9,150
NNRD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
PMRNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LENRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPSNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
LPNNRD	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$149,150	\$149,150	\$149,150	\$149,150	\$149,150

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: FEB 10, 2022

NEMAHA NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

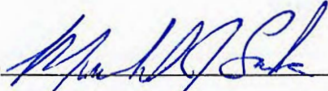
DATE: _____

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: 

DATE: 28 Mar 22

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

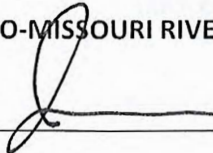
DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

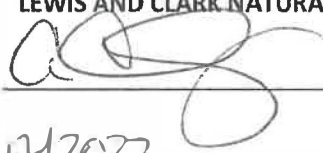
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: 

DATE: 02-11-2022

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY:



DATE: 02/17/2022

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY:

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY:



DATE: 3/16/22

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY:

DATE: _____

NEMAHA NATURAL RESOURCES DISTRICT

BY:

DATE: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY:

DATE: _____

LEWIS AND CLARK NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

NEMAHA NATURAL RESOURCES DISTRICT

BY:  _____

DATE: 3/10/02

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into between the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("DISTRICT"), acting as Administrator under an Interlocal Agreement identified in Exhibit "A", and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN CONSERVATION AND SURVEY DIVISION, SCHOOL OF NATURAL RESOURCES ("CSD"), collectively referred to herein as the "Parties."

WITNESSETH:

RECITALS

- A. The Parties have a mutual interest in the study and stewardship of the geologic and groundwater resources in eastern Nebraska.
- B. The Parties desire to maintain a cooperative working arrangement to enhance the study and stewardship of the geologic and groundwater resources in eastern Nebraska.
- C. DISTRICT and CSD programs have the potential to significantly enhance the study and stewardship of the geologic and groundwater resources in eastern Nebraska.

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

1. **Effective Date.** The Parties agree that the Agreement will become effective upon the signature of both Parties.
2. **Term.** The term of the Agreement shall be for five (5) years from the effective date; provided however, that it may be terminated by either party at any time by giving sixty (60) days prior written notice to the other party. In the event that the term of the Agreement needs to be extended, an amendment shall be executed by both parties.
3. **Responsibilities of DISTRICT.** The DISTRICT agrees to the following:
 - (a) Set general accomplishment goals and priorities for the assigned geologist/hydrogeologist, in consultation with the CSD
 - (b) Provide input to CSD on the hiring/assignment of a qualified geologist/hydrogeologist.
 - (c) Participate in the development of annual work plans and program evaluations for the assigned geologist/hydrogeologist.
 - (d) Provide 60% of the salary and benefits plus annual operating expenses of up to

\$6,250 for the assigned geologist/hydrogeologist. DISTRICT policies do not allow payment of indirect costs.

- (e) Provide office space, clerical support, and office supplies/equipment for the assigned geologist/hydrogeologist.
- (f) Submit appropriate reports to CSD.
- (g) Function as the administrative representative of the Eastern Nebraska Water Resources Assessment. (ENWRA)

4. Responsibilities of CSD. CSD agrees to the following:

- (a) Hire and assign a qualified geologist/hydrogeologist to work full-time on geologic and groundwater related activities and/or projects pertaining to eastern Nebraska.
- (b) Invoice the DISTRICT on a semi-annual basis for 60% of the assigned geologist/hydrogeologist salary and benefits plus annual operating expenses of up to \$6,250 (based on the July 1 through June 30 fiscal year).
- (c) Use the DISTRICT and CSD funding agreed upon within this agreement to provide a vehicle and to cover travel expenses for the assigned geologist/hydrogeologist.
- (d) Acquire additional funding, if necessary, to provide specialized equipment and supplies for the assigned geologist/hydrogeologist.
- (e) Submit an annual budget for the assigned geologist/hydrogeologist to the DISTRICT by May 1 of each year.

5. Duties of the Assigned Geologist/Hydrogeologist. The geologist/hydrogeologist assigned under the Agreement will be required to perform the following tasks:

- (a) Focus on geologic and groundwater resources in eastern Nebraska.
- (b) Provide technical geologic and groundwater resource services to rural and urban cooperators within eastern Nebraska.
- (c) Prepare and provide educational materials and compile, record, and publish information on the geology and groundwater resources of eastern Nebraska.
- (d) Submit appropriate work plans and accomplishment reports to CSD and the DISTRICT.
- (e) Provide technical and coordinator support to the Eastern Nebraska Water

Resources Assessment.

- (f) Obtain supervision from the Director of the Conservation and Survey Division.

6. **Amendments.** The Agreement may only be amended in writing signed by the Parties.

IN WITNESS WHEREOF the Parties have executed the Agreement by their authorized representatives on the date show below.

LOWER PLATTE SOUTH

NATURAL RESOURCES DISTRICT, as Administrator, acting on behalf of the participating **DISTRICTS** under an Interlocal Agreement attached as Exhibit "A" hereto.

By: _____

Paul D. Zillig

Title: General Manager

Date: MARCH 31, 2022

CONSERVATION AND SURVEY DIVISION

By: _____

R. M. Joeckel

Robert M. Joeckel

Title: Director

Date: 04/05/22 | 11:47 CDT

UNIVERSITY OF NEBRASKA

By: _____

Title: Director of Sponsored Programs

Date: 04/05/22 | 12:46 CDT

Lower Platte South Natural Resources District Cooperative Agreement – BUDGET

YEAR ONE (July 1, 2022 to June 30, 2023)	TOTAL YEAR ONE
Budget Category	
Salary	43,945
<i>Benefits</i>	13,184
<i>Total Personnel</i>	57,129
Travel	3,125
Supplies	350
Operating	2,775
Total Direct Costs	6,250
Total	63,379

Budget justification: Salary will be used to support a geologist/hydrogeologist. Travel is for field work and for attendance at service/educational activities and meetings. Supplies are for software needed for model development and data analysis and various small laboratory and field supplies needed to complete the project. No equipment will be purchased as part of this project.

AMENDMENT #1

TO THE COOPERATIVE AGREEMENT dated April 5, 2022
BETWEEN
the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("DISTRICT"), Acting as
Administrator Under an Interlocal Agreement Dated January 18, 2007
AND
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE
UNIVERSITY OF NEBRASKA-LINCOLN THROUGH ITS CONSERVATION AND SURVEY
DIVISION, SCHOOL OF NATURAL RESOURCES ("CSD")

The Parties to the above captioned agreement hereby agree to amend said agreement as follows:

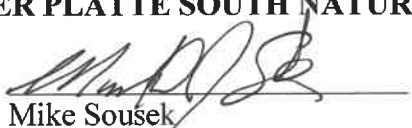
- Dollar amounts provided for **Year Two** and **Year Three** Budgets, approved amounts between the Parties attached hereto

All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment as of the last date signed below by their respective duly authorized representatives.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By:


Mike Sousek

Title: General Manager

Date: February 3, 2025

CONSERVATION AND SURVEY DIVISION

By:



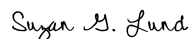
Robert M. Joeckel

Title: Director

Date: 02/06/2025 | 07:45 CST

UNIVERSITY OF NEBRASKA

By:



Suzan G. Lund

Associate Director, Sponsored Programs

Title: University of Nebraska - Lincoln

Date: 02/06/2025 | 09:50 CST

Lower Platte South Natural Resources District Cooperative Agreement – BUDGET

YEAR TWO (July 1, 2023 to June 30, 2024) TOTAL YEAR TWO

Budget Category

Salary \$45,192

Benefits \$13,558

Total Personnel \$58,750

Travel \$3,125

Supplies \$350

Operating \$2,775

Total Direct Costs \$6,250

Total \$65,000

Budget justification: Salary will be used to support a geologist/hydrogeologist. Travel is for field work and for attendance at service/educational activities and meetings. Supplies are for software needed for model development and data analysis and various small laboratory and field supplies needed to complete the project. No equipment will be purchased as part of this project.

Lower Platte South Natural Resources District Cooperative Agreement – BUDGET

YEAR THREE (July 1, 2024 to June 30, 2025) TOTAL YEAR THREE

Budget Category

Salary \$45,192

Benefits \$13,558**Total Personnel \$58,750**

Travel \$3,125

Supplies \$350

Operating \$2,775

Total Direct Costs \$6,250

Total \$65,000

Budget justification: Salary will be used to support a geologist/hydrogeologist. Travel is for field work and for attendance at service/educational activities and meetings. Supplies are for software needed for model development and data analysis and various small laboratory and field supplies needed to complete the project. No equipment will be purchased as part of this project.

Certificate Of Completion

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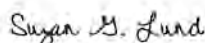
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Suzan G. Lund

slund2@unl.edu

Associate Director, Sponsored Programs

University of Nebraska - Lincoln

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nebraska Water Science Center
5231 S. 19th St.
Lincoln, NE 68512

September 22, 2025

Mr. David Potter
Asst General Mgr
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, NE 68501

Dear Mr. Potter:

Enclosed is our standard joint-funding agreement 26SEJFA00030 between the U.S. Geological Survey Nebraska Water Science Center and Lower Platte South Natural Resources District for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$129,720 from your agency. U.S. Geological Survey contributions for this agreement are \$46,920 for a combined total of \$176,640. Please sign and return one fully-executed original to Amanda Flynn at aflynn@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Lambrecht at (402) 328-4100 Ext 4124 or email jmlambre@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amanda Flynn at phone number (402) 328-4100 Ext 4144 or aflynn@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

CASEY LEE

Digitally signed by
CASEY LEE
Date: 2025.09.23
13:49:52 -05'00'

Casey J. Lee
Central Plains Water Science Center Director

Enclosure
26SEJFA00030 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000121
Agreement #: 26SEJFA00030
Project #: SE00GU8
TIN #: 47-0542969

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lower Platte South Natural Resources District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$46,920 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$129,720 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$27,610

Description of the USGS regional/national program:
Federal Priority Streamgages Program
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000121
Agreement #: 26SEJFA00030
Project #: SE00GU8
TIN #: 47-0542969

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lambrecht
Deputy Director for Hydrologic Data
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4100 Ext 4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: David Potter
Asst General Mgr
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax: (n/a)
Email: dpotter@lpsnrd.org

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4100 Ext 4144
Fax: (402) 328-4101
Email: aflynn@usgs.gov

Customer Billing Point of Contact

Name: David Potter
Asst General Mgr
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax: (n/a)
Email: dpotter@lpsnrd.org

U.S. Geological Survey
United States
Department of Interior

Lower Platte South Natural Resources District

Signature

By CASEY LEE Digitally signed by
CASEY LEE
Date: 2025.09.23
16:29:50 -05'00' Date: 9/22/2025

Name: Casey J. Lee
Title: Central Plains Water Science Center Director

Signatures

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

FWS - # 411070
\$52,135.00

NFWS - # 419007
\$77,585.00

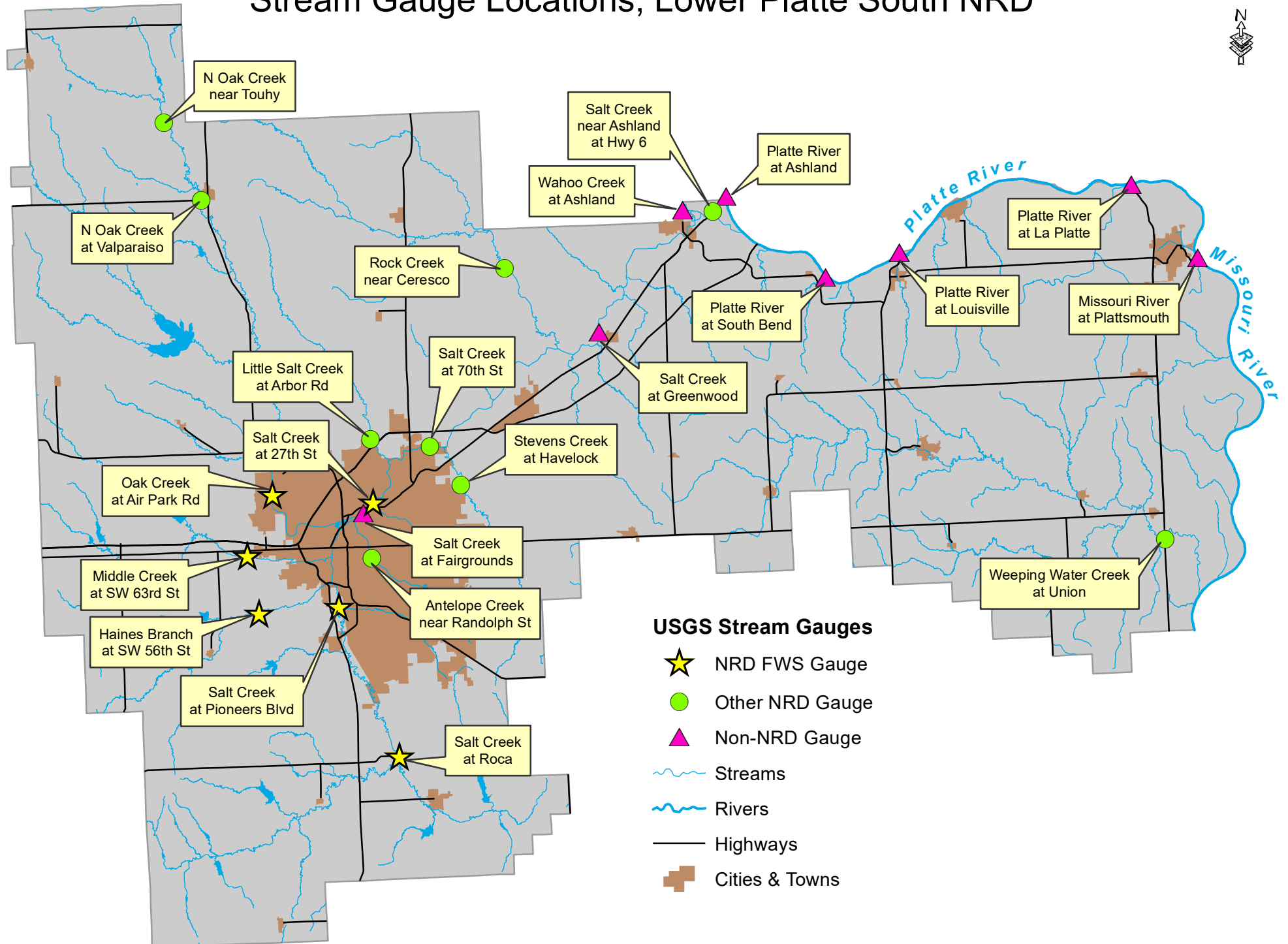
Table 1. Summary of proposed funding for operation of stream gaging stations supported by the Lower Platte South Natural Resources District and other partners for period October 1, 2025 – September 30, 2026.

[CMF, USGS, Cooperative matching funds; LPS NRD, Lower Platte South Natural Resources District; FPS, Federal Priority Streamgage Program; USACE, U.S. Army Corps of Engineers; USGS, U.S. Geological Survey]

Station Number	Station name	LPS NRD Supported Since	Station funding								Remarks code	
			USGS CMF for LPS NRD	LPS NRD	Subtotal USGS & LPS NRD	USGS CMF for other partners	Lincoln Waste-water System	Lancaster County	USGS FPS	USACE		Total funding
06803000	Salt Cr at Roca	1995		\$5,260	\$5,260			\$3,235	\$8,290		\$16,785	1,2
06803080	Salt Cr at Pioneers Blvd	1994	\$6,315	\$10,470	\$16,785						\$16,785	1
06803093	Haines Br at SW 56th St	1994	\$6,315	\$10,470	\$16,785						\$16,785	1
06803170	Middle Cr at SW 63rd St	1994	\$6,315	\$10,470	\$16,785						\$16,785	1
06803300	Antelope Cr at 27th St	2012	\$2,265	\$14,520	\$16,785						\$16,785	1
06803420	North Oak Cr nr Touhy	2016	\$2,265	\$14,520	\$16,785						\$16,785	
06803430	North Oak Cr at Valparaiso	2016	\$2,265	\$14,520	\$16,785						\$16,785	
06803486	Oak Cr at Air Park Rd	2000	\$6,315	\$10,470	\$16,785						\$16,785	1
06803500	Salt Cr at Lincoln (27th St)	2005		\$4,995	\$4,995		\$4,970		\$6,440	\$380	\$16,785	1, 2
06803510	Little Salt Cr near Lincoln	1995	\$3,900	\$6,460	\$10,360	\$2,415		\$4,010			\$16,785	
06803513	Salt Cr at 70th St at Lincoln	1994	\$3,165	\$5,220	\$8,385	\$3,160	\$5,240				\$16,785	
06803520	Stevens Cr near Lincoln	1995	\$3,900	\$6,460	\$10,360	\$2,415		\$4,010			\$16,785	
06803530	Rock Cr near Ceresco	1995	\$3,900	\$6,460	\$10,360	\$2,415		\$4,010			\$16,785	
06805000	Salt Cr near Ashland	2012		\$1,485					\$5,410		\$6,895	2,3
06806500	Weeping Water Cr at Union	1998		\$7,940	\$7,940				\$7,470	\$1,375	\$16,785	2
Funding Partner Totals			\$46,920	\$129,720	\$176,640	\$10,405	\$10,210	\$15,265	\$27,610	\$1,755	\$241,885	

- 1 Flood-warning site with satellite telemetry and WaterAlert notification system
- 2 FPS funds used in place of CMF for match
- 3 Stage-only site

Stream Gauge Locations, Lower Platte South NRD



Map Updated: October 2024 - Lower Platte South NRD, sdr