




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: January 13, 2022
To: Each Director
From: Paul D. Zillig, General Manager 
RE: Water Resources Subcommittee Meeting Minutes.

The Water Resources Subcommittee met at 5:30 p.m. on Wednesday, January 12, 2022 via zoom. Subcommittee members participating included Larry Ruth, Chelsea Johnson, John Yoakum, Vern Barrett, Ken Vogel, and Gary Hellerich. Other Directors participating included Deborah Eagan. And others participating included Katie Cameron, Dick Ehrman, David Potter, Tracy Zayac, Mike Murren, Chris Witthuhn, Maclane Scott, and myself.

Chair Ruth opened the meeting and welcomed those in attendance. The first item on the agenda was consideration of Water Sustainability Fund Contract #5311 for the Lower Platte South NRD Three-Dimensional Hydrogeologic Framework Project. Ehrman first discussed the Water Sustainability Fund administered by the Nebraska Natural Resources Commission. Ehrman then explained the project, see attached memo, and reported that if approved the District would then obtain professional services to help implement the project. It was moved by Barrett, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the General Manager to sign the Nebraska Natural Resources Commission Water Sustainability Fund Contract #5311 to receive State funding of \$247,500 with \$165,000 LPSNRD matching funds.**

The next items on the agenda were several actions related to the Eastern Nebraska Water Resources Assessment (ENWRA). A memo is attached that provides the background information on the “ENWRA” action items. Katie Cameron reviewed ENWRA’s history and purpose. Cameron reported on the consideration of Water Sustainability Fund Contract #5312 for the Eastern Nebraska Water Resources Assessment (ENWRA) Groundwater Recharge Mapping and Focus Area Assessment Project (ENWRA memo Item #1a). It was moved by Hellerich, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the Nebraska Department of Natural Resources Water Sustainability Fund Grant Contract #5312 on behalf of the Eastern Nebraska Water Resources Assessment to receive the \$144,000.00 in state granted funds (60%) with \$96,000.00 local match funds (40%).**

The next item on the agenda was the consideration of a Cooperative Agreement with the University of Nebraska Conservation and Survey for assistance with the Groundwater Recharge Mapping and Focus Area Assessment Project. Cameron reviewed the agreement (ENWRA memo Item #1b). It was moved by Hellerich, seconded by Yoakum, and

unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey cooperative agreement (\$89,000) for accomplishing the WSF Contract #5312 grant scope.**

The next item on the agenda was the consideration of a U.S. Geologic Survey Joint Funding Agreement for assistance with the Groundwater Recharge Mapping and Focus Area Assessment Project. Cameron then reviewed the agreement (ENWRA memo Item 1c). It was moved by Barrett, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the U.S. Geological Survey Joint Funding Agreement for accomplishing the WSF Contract #5312 grant scope (\$151,000 in ENWRA funds, \$74,000 in USGS cooperative dollars).**

The next item on the agenda was the consideration of a multi-NRD Interlocal Cooperative Agreement for the Nebraska GeoCloud (NGC) Project. Cameron reviewed the agreement (ENWRA memo item #2a) and the Subcommittee discussed the storage of information in the “cloud” and a desire to have the information based in the US. It was moved by Hellerich, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the Nebraska GeoCloud Interlocal (\$115,000 in ENWRA funds) to provide \$115,000 for the Nebraska GeoCloud, pending completion of legal review.**

The next item on the agenda was the consideration of an Agreement with UNL Conservation & Survey Division for the Nebraska GeoCloud Project. Cameron reviewed the agreement (ENWRA memo item 2b). It was moved by Vogel, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey Division (UNL CSD) subagreement (pending the execution of the interlocal) to provide the UNL CSD \$115,000 for the Nebraska GeoCloud, pending completion of legal review.**

The next item on the agenda was the consideration of Eastern Nebraska Water Resources Assessment (ENWRA) Interlocal Agreement #7. Cameron reported that this item (ENWRA memo item #3) would extend this interlocal agreement for an additional 5 years. It was moved by Barrett, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the Eastern Nebraska Water Resources Assessment (ENWRA) Interlocal Agreement Amendment #7 extending the ENWRA interlocal agreement 5 more Fiscal Years pending completion of legal review.**

The next item on the agenda was the last ENWRA item. Cameron reported on the need to consider a Cooperative Agreement with the University of Nebraska Conservation and Survey Division for the ENWRA Coordinator Position (ENWRA memo item #4). This agreement includes the cost-share arrangement between UNL and ENWRA for the coordinator position. Many comments were made appreciative of the work done by Cameron. It was moved by Vogel, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the District General Manager to sign the Cooperative Agreement providing the University of Nebraska Conservation and Survey**

Division (UNL CSD) 60 percent (%) of the salary and benefits plus operating costs for the ENWRA Coordinator Position for the next 5 Fiscal Years pending completion of legal review.

The next item on the agenda was to consider updates to our groundwater best management practice cost-share programs. Ehrman reported that we do this annually and staff is recommending we update the maximum cost for the Water Meter Cost-share Program (see attached memo) as the cost of meters have increased. Hellerich shared with the Subcommittee that there are also installation costs to the well owner. The Subcommittee asked staff to discuss this further with the Subcommittee at the next meeting. It was moved by Hellerich, seconded by Yoakum, and unanimously approved by the Subcommittee to **recommend the Board of Directors increase the maximum limit of the Water Meter Cost-share Program from \$650 to \$750 beginning in calendar year 2022.**

The Subcommittee then heard several reports on work being done to update our groundwater Rules & Regulations, getting proposals to install a weather station in the Dwight-Valparaiso-Brainard area to assist with irrigation management decisions, the potential to receive grant funding to hire a drinking water protection specialist to work with Waverly and other communities in the NRD, and reported that staff is working on determining the steps needed in order to resume work on the permitting and completion of the Piening Dam just upstream of Pawnee Lake.


There being no additional business the meeting adjourned at 7:15 pm.

PDZ/pz

cc: Steve Seglin & Corey Wasserburger



LOWER PLATTE SOUTH
natural resources district

TO: Water Resources Subcommittee
FROM: Dick Ehrman 
DATE: January, 2022
RE: WSF Grant Contract #5311—Lower Platte South NRD Three-Dimensional Hydrogeologic Framework Project

In December 2021, LPSNRD received notification that the Natural Resources Commission had approved the District's application for a Water Sustainability Fund (WSF) grant in the amount of \$247,500 for the above-referenced project. This grant will be matched by \$165,000 of LPSNRD funds to bring the total project cost to \$412,500 (60% WSF, 40% LPSNRD) for the two-year project.

This project represents the next step in utilization of the airborne electromagnetic (AEM) data collected by the Lower Platte South NRD and other Districts (especially those involved in ENWRA) since 2006, and builds on experience and knowledge gained in the past few years by other NRDs in similar projects. The project overview provided in the grant application along with the WSF contract are attached to this memo.

RECOMMENDED MOTION: The Water Resources Subcommittee recommends that the Board of Directors authorize the General Manager to sign the Nebraska Natural Resources Commission Water Sustainability Fund Contract #5311 to receive State funding of \$247,500 with \$165,000 LPSNRD matching funds.

Project Overview from WSF Application

In 1,000 words or less, provide a brief description of your project including the nature/purpose of the project and its objectives. Do not exceed one page!

Airborne electromagnetic (AEM) data is currently available for a large portion of eastern Nebraska in the Platte River watershed and associated aquifer units. The goal of this project is to organize and utilize this data in a user friendly and practical way to assist in water management decisions, both now and into the future.

LPSNRD is proposing this project to develop a three-dimensional (3D) AEM-based hydrogeologic framework (or "Framework" for brevity) using existing AEM data, geologic logs, and other relevant available geologic and hydrogeologic reports and data. The Framework will be developed using state-of-the-art 3D visualization computer software to develop 3D geological models from large datasets (like AEM). All of the AEM data is currently available for LPSNRD, and so the project can begin quickly upon receipt of funding.

This project will implement a similar approach to that employed by the Lower Elkhorn NRD (LENRD) and PMRNRD/LPNNRD in projects supported by NeDNR and funded by WSF in 2019-2020 (#5243) and 2020-2021 (#5303), respectively. Using this method to develop the Framework based on AEM, geologic logs, and other available data will provide LPSNRD and neighboring NRDs with a consistent and comprehensive assessment and deliverable that will include the most recent data and make it useable between NRD boundaries. The 3D geologic model created from the AEM data will be delivered in a user-friendly platform that can be utilized by the NRD's staff, management, and board members; regulators; producers and other high-capacity water users; public water suppliers; and the general public for future groundwater quality and quantity evaluations, resource management, and educational purposes.

The Framework when completed can be used for, but will not be limited to, actions such as:

- Better understanding of water-bearing geologic strata and the process and quantity of groundwater flowing through these materials;
- Evaluating existing wells, siting new monitoring wells, assessing well permit applications, and better understanding limitations of areas of future development, if any;
- Completing an aquifer vulnerability assessment for protection of groundwater resources and identifying areas for implementing best management practices (BMPs);
- Identifying actual and potential groundwater recharge areas;
- Evaluating hydrologically connected surface and groundwater, based on a framework that is consistent across NRD boundaries;
- Constructing new and refining existing numerical groundwater flow models

(e.g., MODFLOW) and other tools that can be used to assist with several of the assessment needs above;

- More sophisticated defining and refining of Wellhead Protection Areas, and utilizing this information in developing and revising Drinking Water Protection Management Plans

This project will produce the following products:

- A variety of datasets based on the analyses and interpolation of the processed AEM data and all available geologic logs. All data will also be made available to the Nebraska GeoCloud in order to enhance its availability and usability.
- A 3D visualization geologic model for the AEM data to provide **the LPSNRD** with the data files for use in a free downloadable 3D model software viewer that allows the user to use the 3D model.
- Data sets suitable for input and initial discretization and layers for a **future** numerical groundwater flow model(s).
- A detailed hydrogeologic assessment mapping of the key hydrostratigraphic surfaces and constructed cross sections through the NRD using the borehole lithology (i.e. sand, gravel, clay, etc.) from all the test holes, well logs, and any other available data.
- A final geodatabase and other mapping files in an electronic and/or hard copy assessment report (i.e., "map book") deliverable format. The assessment deliverable can be used in conjunction with the 3D model software viewer to have the most up to date robust format to assist the NRD with water management decisions.
- An analysis of and recommendations for areas within LPSNRD that will or may require additional, more detailed **data** collection and/or analysis, e.g. test hole drilling, dedicated monitoring well installation, **groundwater** modeling, etc.

LPSNRD is consulting with NeDNR and neighboring NRDs who will be providing available AEM data and technical support, as the framework construction includes a 5-mile buffer beyond LPSNRD boundaries. In addition, this project will seek input from and coordinate with representatives from the Eastern Nebraska Water Resources Assessment (ENWRA), the University of Nebraska-Lincoln Conservation & Survey Division (UNL-CSD), and the United States Geological Survey (USGS) to ensure that data products are available to and utilized by entities working in water resources.

**STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES**

**NEBRASKA WATER SUSTAINABILITY FUND
GRANT AWARD AGREEMENT
FOR APPLICATION NO. 5311**

This Agreement is entered into by and between the Nebraska Department of Natural Resources (Department) and the applicant organization, Lower Platte South Natural Resources District (Sponsor), sometimes hereinafter individually referred to as "Party," or collectively referred to as "Parties."

WHEREAS, pursuant to the Nebraska Water Sustainability Fund Grant Program (Fund), *Neb. Rev. Stat.* § 61-222 and § 2-1511(2), and Title 261 of the Nebraska Administrative Code (NAC Title 261), the Nebraska Natural Resources Commission (Commission) and the Department are charged with the responsibilities of establishing and administering a grant process for the purpose of attaining the goals set out in *Neb. Rev. Stat.* § 2-1506; and

WHEREAS, the Sponsor submitted application number 5311 (Application) requesting a grant under the Fund for a project titled Lower Platte South Natural Resources District Three-Dimensional Hydrogeologic Framework (Project). A copy of the Application is located at nrc.nebraska.gov and is hereby incorporated by reference into this Agreement; and

WHEREAS, the Commission has adopted rules for administration of the Fund under NAC Title 261, which are hereby incorporated into this Agreement by reference; and

WHEREAS, the Commission approved the Project and awarded the Sponsor a grant of \$247,500.00 to carry out the Project.

NOW, THEREFORE, in consideration of the mutual promises and understandings contained herein, the receipt and sufficiency of which is hereby acknowledged, the Department and Sponsor hereby mutually agree as follows:

1. Exclusive State Funding.

Resources from the Fund will not replace any local share required by other state funds expended by the Sponsor in carrying out the Project.

2. Term.

This Agreement shall be for a term commencing on December 16, 2021 and continuing thereafter until Project close out, unless all eligible reimbursements are made prior to that time thus terminating the Agreement as completed, or unless the Agreement is:

- A. Terminated with cause in the event either Party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other Party in writing, specifying in detail the nature and extent of such

breach. If within thirty (30) calendar days after written notice of such default, the defaulting Party fails to remedy the default, this Agreement will terminate.

- B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funds are revoked by the Legislature, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive reimbursements subject to the availability of such funds for any authorized work that has been satisfactorily completed as of the termination date.
- C. Amended by written amendment signed by both parties.

3. Scope of Agreement.

- A. Sponsor shall complete through its own efforts, or through contracting with a capable party, the obligations for completing the Project as set forth in the Application.
- B. Any changes to the scope of the Project shall be considered according to procedures set out in NAC Title 261.
- C. Coordination, Communication, and Data Sharing with the Department.
 - 1. Throughout the Project timeline, Sponsor shall coordinate and communicate with the Department on the Project's compatibility with water management goals, objectives, and action items resulting from the joint planning efforts between Sponsor and the Department.
 - 2. Sponsor shall share with the Department all data that is generated as a result of this Project in a form that includes documentation and metadata and that is mutually agreed upon by Sponsor and Department.

4. Agreement Managers.

- A. The Department's Agreement Manager is Kent Zimmerman. His telephone number is (402) 471-0575. His address is: Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. His email address is kent.zimmerman@nebraska.gov.
- B. The Sponsor shall designate a person as the Sponsor's Agreement Manager to direct or report on the Sponsor's work under the Project and coordinate with the Department. The Sponsor's Agreement Manager is Dick Ehrman and his/her address is Lower Platte South NRD, P.O. Box 83581, Lincoln, NE 68501. His/her email address is dehrman@lpsnrd.org.

- C. Communications under this Agreement shall be through the respective Agreement Managers.
 - D. The Sponsor may change its Agreement Manager only after notifying the Department in writing.
5. Reimbursement.
- A. From the annual appropriations by the Legislature to the Fund and set aside by the Commission, but subject to subsequent quarterly limitations that may be imposed by the Department of Administrative Service's Budget Office, the Department agrees to reimburse the Sponsor for eligible costs as defined in NAC Title 261 that are incurred after approval by the Commission in the application process and during the term of this Agreement in performance of activities necessary for the Project as described in the Application.
 - B. Total reimbursement amount and payments for this Project shall not exceed \$247,500.00. Reimbursements shall be limited to amounts approved by the Department as: 1) having met the definition of eligible costs under NAC Title 261; and 2) that include adequate documentation. Reimbursements under the Fund shall not be made for litigation-related costs in acquiring property rights or other permits necessary for the Project.
 - C. Reimbursement shall be made for expenses electronically submitted by the Sponsor to the Department's Agreement Manager. All submissions shall include a detailed, itemized summary of each reimbursable expenditure and include all appropriate support documentation.
 - (1) Reimbursement requests for expenditures acquiring interests in real property must include, for each legal interest acquired:
 - (a) Title insurance policy showing title in the seller;
 - (b) Closing statement signed by both the buyer and seller;
 - (c) Copy of recorded instrument (deed/easement) from the seller to the Sponsor for the specified real estate;
 - (d) Copy of certified check or wire transfer payable to the seller for the indicated transaction; and
 - (e) Brief explanation of the relationship of the property interest to the Project.
 - (f) If an irrigation water use is to be leased, relinquished, retired or purchased, then prior to the Sponsor entering into an agreement with the real property owner, the Sponsor shall consult with the Department for the purpose of determining if (a) the surface water right is valid and not subject to some known restriction or limitation (such as CREP) or (b) the ground water use is subject to some known restriction or limitation (such as CREP).
 - D. Reimbursement payments shall be made by the Department no more often than monthly based upon the reimbursement request submissions. The final billing for

all expenses under this Agreement must be clearly marked "final billing." Upon payment of the final billing, any unused Project funds will be transferred into the unreserved balance of the Water Sustainability Fund pursuant to Neb. Rev. Stat. § 2-1507 (4).

- E. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The Department shall have the right to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the Department to recover excessive or improper payments.
- F. Sponsor, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

6. Inspection During and After Construction.

The Director of the Department or his or her designated representative(s) shall have the privilege of inspecting the construction of the Project at any time in order to ensure that plans and specifications are being followed, that the works are being constructed in accordance with sound engineering and technical principles and practices, and that the Project continues to provide benefits as proposed in the Application. Such inspection shall never subject the State of Nebraska to any action for damages.

7. Project Completion Expected.

Sponsor shall provide and maintain adequate support, including the necessary professional or technical personnel and local funding identified in the Application to permit timely completion of the Project.

8. Independent Contractor.

- A. The relationship of the Department and Sponsor established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed in any manner as creating or establishing any agency or employment relationship between the Department and the Sponsor, or contractors of Sponsor.
- B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the Sponsor, its officers, or its agents) shall in no way be the responsibility of the Department or the State. The Sponsor will hold the Department and the State harmless from any and all such claims. Sponsor personnel and all other persons acting for the Sponsor are not entitled to any reimbursements, rights, or benefits from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

9. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Agreement Managers at the addresses set forth in Paragraph 4 of this Agreement.

10. Binding.

This Agreement shall inure to and bind the successors, assigns, and representatives of the Parties, providing, however, this Agreement may not be assigned by either Party without the prior written consent of the other. Neither the Department nor the Sponsor intends anyone to be a third-party beneficiary of this Agreement.

11. Entire Agreement/Severability/Waiver.

This Agreement is the entire agreement between the parties hereto; no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

12. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the Department and the Sponsor.

13. Attachments.

If there are any terms and conditions contained in any Attachment hereto that are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the Parties.

14. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, *Neb. Rev. Stat.* §§ 81-8,302 through 81-8,306.

15. Indemnification.

Neither the Department nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the Sponsor that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, except an accident or injury resulting from an intentional act of the Department. The Sponsor shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges,

attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The Sponsor shall indemnify the Department and the State of Nebraska for any damages, claims, or liability to the extent caused by the Sponsor's negligent acts, errors, or omissions arising out of the performance of professional services under this Agreement. The Sponsor expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.

16. Drug Free Work Place Policy.

Sponsor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. Sponsor agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

17. Technology Access.

Sponsor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://nitc.nebraska.gov/standards/2-201.pdf>. In the event that the State's technology access standards change during the term of the Agreement, the Department may create an amendment to the Agreement to ensure that it comply with the changed standard. If the amendment causes any changes in costs to the Sponsor, the costs shall be mutually agreed on by both Parties.

18. Fair Employment Practices.

Sponsor agrees to ensure compliance with the Nebraska Fair Employment Practice Act, which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin, *Neb. Rev. Stat.* §§ 48-1101 through 48-1125.

19. Worker Eligibility Status Requirements.

The Sponsor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this Agreement that are physically performing services within the State of Nebraska. The Sponsor understands and agrees that lawful presence in the United States is required for such employment and the Sponsor may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat.* § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. Compliance with All Laws and Ordinances.

Sponsor covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances and regulations including but not limited to corporate registration, payment of taxes and registration required for payment of taxes, and acquisition and payment for any permits, licenses, and approvals necessary for completion of the Project.

21. Audit Requirements.

All of the Sponsor's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The Sponsor shall maintain all of these records for a period of five (5) years from the date of final payment, or until all issues related to an audit, litigation, or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

22. Audit by Office of State Auditor.

Any public or private non-profit entity or political subdivision of the State serving as the recipient or sub-recipient of funds under this Agreement, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three (3) business days after the actual receipt of the request pursuant to *Neb. Rev. Stat. § 84-304 (4)(a)* and § 50-1213 (2).

23. Annual Report.

The Sponsor will annually submit to the Department's Agreement Manager, electronic reports on or before April 1st of each year up to and including the year final payment is made to the Project. Annual reports shall specify the reporting period and contain information detailing Project progress and the anticipated progress for the next year; and shall include some analysis of whether the Project is attaining its purposes as identified in the Application. After Project completion/close out, annual reports are no longer required unless real estate or other real property acquired or constructed as part of this Project is rented or otherwise generating revenue exclusive of park entry fees, city fees, or revenue not resulting from the Project.

24. Final Report

The Sponsor will electronically submit to the Department's Agreement Manager, a final report summarizing the results of the Project and discussing whether or not the benefits described in the Application were achieved or not.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last stated below.

Sponsor: Lower Platte South Natural Resources District

By: Paul D. Zillig, General Manager
Lower Platte South NRD
P.O. Box 83581
Lincoln, NE 68501

Date _____

Nebraska Department of Natural Resources
By: Thomas E. Riley, P.E., Director
Department of Natural Resources
301 Centennial Mall South
P.O. Box 94676
Lincoln, NE 68509-4676

_____ Date _____

This Agreement signed in duplicate.

Memorandum

Date: January 6, 2022

To: Each Director

From: Katie Cameron, ENWRA Project Coordinator

Subject: Authorization for the General Manager to sign **seven** ENWRA- related agreements:

Item #1) Water Sustainability Fund (WSF #5312) Award Agreement with two sub agreements:

- a) Nebraska Department of Natural Resources (NeDNR) contract #5312 (b)
- b) University of Nebraska Lincoln, School of Natural Resources Conservation and Survey Division project team (UNL CSD) Cooperative Agreement (c)
- c) U.S. Geological Survey (USGS) Joint Funding Agreement (JFA) (d)

Item #2) Nebraska GeoCloud (NGC) 5 Year Agreement:

- a) NRD Interlocal Sponsor Agreement (e)
- b) UNL CSD Cooperative Agreement (f)

Item #3) ENWRA 5 Year Interlocal renewal w/ 6 member NRDs (g)

Item #4) The ENWRA Coordinator Position with the University of Nebraska Conservation and Survey Division (UNL CSD) (h)

Agenda item

Item #1: Authorization for the General Manager to sign the Water Sustainability Fund (WSF) Grant Contract #5312 (item 1a attached) between the NeDNR and the District (on behalf of ENWRA) to accept \$144,000 in grant funds contingent on the execution and legal review of two associated subagreements provide for the study scope indicated in the grant contract (Items 1b and 1c, attached).

ENWRA's WSF application #5312 (item 1a. includes Section A of the grant application further describing grant tasks and schedules attached to this memo): ENWRA Groundwater Recharge Mapping and Focus Area Assessments (Project), a \$240,000 project, was approved for funding by the Natural Resources Commission (NRC) on December 15, 2021. WSF reimburses 60% of eligible project costs (\$144,000) with ENWRA paying \$96,000 out-of-pocket and USGS providing \$74,000 cooperative dollars outlined in the JFA (Item 1c). The reinterpretation of historical water-quality data, use of Airborne Electromagnetic (AEM) survey data and updated water level contour products generated with the Project will allow an assessment of the effectiveness of using AEM to assess groundwater vulnerability in eastern Nebraska. One of the Project focus areas specific to the LPNSRD, the Dorchester-Sterling paleovalley area, will also provide the District more hydrogeologic information regarding the sustainability of the Crete-Princeton-Adams groundwater reservoir. This Project proposes collaboration between the ENWRA districts and technical partners across district boundaries for understanding recharge in the eastern Nebraska glaciated region.

Item #2: The current Nebraska GeoCloud (NGC) 10 NRD interlocal agreement ends on June 30, 2022. The 6 ENWRA NRDs wish to continue support of the NGC (Item #2 attached, includes UNL CSD sub agreement) through ENWRA's annual budget as outlined in the attached agreement (Table in Section 4.01). Depending on the final support commitment amounts of the additional NRDs beyond ENWRA with AEM data, ENWRA would pay between \$15,000 to \$23,000 per year of their annual \$25,000 data management budget category previously going toward the NGC since 2017. With the approval of this agenda item, all of the necessary agreements to operate and maintain the NGC (includes server storage, web interface hosting and maintenance for Nebraska viewer licenses) for the next five years will be in place (Fiscal Year [FY] 2023 to FY 2027, July 1, 2023 to June 30, 2027).

Item #3: The current ENWRA Interlocal Agreement term ends June 30, 2022. Amendment #7 to the ENWRA Interlocal (**Item #3 Attachment**) will renew the coalition agreement to cover the next five years (Fiscal Year [FY] 2023 to FY 2027, July 1, 2023 to June 30, 2027). The ENWRA interlocal renewal commits the 6 NRDs to the annual dues amounts listed on page 2 of the Amendment #7. No dollars change from the previous 5 years except for the Lewis and Clark NRD which is increased from \$7,000 annually up to \$9,150 to match the \$9,150 assessment reimbursements distributed every few years back to the NRDs as outlined in ENWRA's Long Range Plan. The annual dues will remain the same for the remaining Districts (Lower Platte South's annual dues are \$30,000).

Item #4: The ENWRA Coordinator position with UNL CSD is also up for renewal at the end of June 30, 2022. Amendment 2 to the UNL-CSD Agreement included as (**Item #4 Attachment**) extends the term for the ENWRA Coordinator position out 5 years (through June 30, 2027) to match Amendment #7 to the ENWRA Interlocal (the interlocal and CSD agreements are Exhibit As to each other's documents).

Item #1a: Recommend the Board of Directors authorize the District General Manager to sign the Nebraska Department of Natural Resources Water Sustainability Fund Grant Contract #5312 on behalf of the Eastern Nebraska Water Resources Assessment to receive the \$144,000.00 in state granted funds (60%) with \$96,000.00 local match funds (40%)

Item #1b: Recommend the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey cooperative agreement (\$89,000) for accomplishing the WSF Contract #5312 grant scope

Item #1c: Recommend the Board of Directors authorize the District General Manager to sign the U.S. Geological Survey Joint Funding Agreement for accomplishing the WSF Contract #5312 grant scope (\$151,000 in ENWRA funds, \$74,000 in USGS cooperative dollars)

Item #2a: Recommend the Board of Directors authorize the District General Manager to sign the Nebraska GeoCloud Interlocal (\$115,000 in ENWRA funds) to provide \$115,000 for the Nebraska GeoCloud, pending completion of legal reviews

Item #2b: Recommend the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey Division (UNL CSD) subagreement (pending the execution of the interlocal) to provide the UNL CSD \$115,000 for the Nebraska GeoCloud, pending completion of legal reviews

Item #3: Recommend the Board of Directors authorize the District General Manager to sign the Eastern Nebraska Water Resources Assessment (ENWRA) Interlocal Agreement Amendment #7 extending the ENWRA interlocal agreement 5 more Fiscal Years pending completion of legal reviews

Item #4: Recommend the Board of Directors authorize the District General Manager to sign the Cooperative Agreement providing the University of Nebraska Conservation and Survey Division (UNL CSD) 60 percent (%) of the salary and benefits plus operating costs for the ENWRA Coordinator Position for the next 5 Fiscal Years pending completion of legal reviews

**STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES
NEBRASKA WATER SUSTAINABILITY FUND
GRANT AWARD AGREEMENT
FOR APPLICATION NO. 5312**

This Agreement is entered into by and between the Nebraska Department of Natural Resources (Department) and the applicant organization, Lower Platte South Natural Resources District (Sponsor), sometimes hereinafter individually referred to as “Party,” or collectively referred to as “Parties.”

WHEREAS, pursuant to the Nebraska Water Sustainability Fund Grant Program (Fund), *Neb. Rev. Stat.* § 61-222 and § 2-1511(2), and Title 261 of the Nebraska Administrative Code (NAC Title 261), the Nebraska Natural Resources Commission (Commission) and the Department are charged with the responsibilities of establishing and administering a grant process for the purpose of attaining the goals set out in *Neb. Rev. Stat.* § 2-1506; and

WHEREAS, the Sponsor submitted application number 5312 (Application) requesting a grant under the Fund for a project titled ENWRA Groundwater Recharge Mapping and Focus Area Assessments (Project). A copy of the Application is located at nrc.nebraska.gov and is hereby incorporated by reference into this Agreement; and

WHEREAS, the Commission has adopted rules for administration of the Fund under NAC Title 261, which are hereby incorporated into this Agreement by reference; and

WHEREAS, the Commission approved the Project and awarded the Sponsor a grant of \$144,000.00 to carry out the Project.

NOW, THEREFORE, in consideration of the mutual promises and understandings contained herein, the receipt and sufficiency of which is hereby acknowledged, the Department and Sponsor hereby mutually agree as follows:

1. Exclusive State Funding.

Resources from the Fund will not replace any local share required by other state funds expended by the Sponsor in carrying out the Project.

2. Term.

This Agreement shall be for a term commencing on December 16, 2021 and continuing thereafter until Project close out, unless all eligible reimbursements are made prior to that time thus terminating the Agreement as completed, or unless the Agreement is:

- A. Terminated with cause in the event either Party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other Party in writing; specifying in detail the nature and extent of such

ITEM 1a

breach. If within thirty (30) calendar days after written notice of such default, the defaulting Party fails to remedy the default, this Agreement will terminate.

- B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funds are revoked by the Legislature, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive reimbursements subject to the availability of such funds for any authorized work that has been satisfactorily completed as of the termination date.
- C. Amended by written amendment signed by both parties.

3. Scope of Agreement.

- A. Sponsor shall complete through its own efforts, or through contracting with a capable party, the obligations for completing the Project as set forth in the Application.
- B. Any changes to the scope of the Project shall be considered according to procedures set out in NAC Title 261.
- C. Coordination, Communication, and Data Sharing with the Department.
 - 1. Throughout the Project timeline, Sponsor shall coordinate and communicate with the Department on the Project's compatibility with water management goals, objectives, and action items resulting from the joint planning efforts between Sponsor and the Department.
 - 2. Within sixty (60) days following the execution of this Agreement, Sponsor and Department shall meet to further mutually define the scope of this coordination and communication requirement.
 - 3. Sponsor shall share with the Department all data that is generated as a result of this Project in a form that includes documentation and metadata and that is mutually agreed upon by Sponsor and Department.

4. Agreement Managers.

- A. The Department's Agreement Manager is Kent Zimmerman. His telephone number is (402) 471-0575. His address is: Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. His email address is kent.zimmerman@nebraska.gov.
- B. The Sponsor shall designate a person as the Sponsor's Agreement Manager to direct or report on the Sponsor's work under the Project and coordinate with the Department. The Sponsor's Agreement Manager is

_____ and his/her address is _____
His/her email address is _____.

- C. Communications under this Agreement shall be through the respective Agreement Managers.
- D. The Sponsor may change its Agreement Manager only after notifying the Department in writing.

5. Reimbursement.

- A. From the annual appropriations by the Legislature to the Fund and set aside by the Commission, but subject to subsequent quarterly limitations that may be imposed by the Department of Administrative Service's Budget Office, the Department agrees to reimburse the Sponsor for eligible costs as defined in NAC Title 261 that are incurred after approval by the Commission in the application process and during the term of this Agreement in performance of activities necessary for the Project as described in the Application.
- B. Total reimbursement amount and payments for this Project shall not exceed \$144,000.00. Reimbursements shall be limited to amounts approved by the Department as: 1) having met the definition of eligible costs under NAC Title 261; and 2) that include adequate documentation. Reimbursements under the Fund shall not be made for litigation-related costs in acquiring property rights or other permits necessary for the Project.
- C. Reimbursement shall be made for expenses electronically submitted by the Sponsor to the Department's Agreement Manager. All submissions shall include a detailed, itemized summary of each reimbursable expenditure and include all appropriate support documentation.
 - (1) Reimbursement requests for expenditures acquiring interests in real property must include, for each legal interest acquired:
 - (a) Title insurance policy showing title in the seller;
 - (b) Closing statement signed by both the buyer and seller;
 - (c) Copy of recorded instrument (deed/easement) from the seller to the Sponsor for the specified real estate;
 - (d) Copy of certified check or wire transfer payable to the seller for the indicated transaction; and
 - (e) Brief explanation of the relationship of the property interest to the Project.
 - (f) If an irrigation water use is to be leased, relinquished, retired or purchased, then prior to the Sponsor entering into an agreement with the real property owner, the Sponsor shall consult with the Department for the purpose of determining if (a) the surface water right is valid and not subject to some known restriction or limitation (such as CREP) or (b) the ground water use is subject to some known restriction or limitation (such as CREP).

ITEM 1a

- D. Reimbursement payments shall be made by the Department no more often than monthly based upon the reimbursement request submissions. The final billing for all expenses under this Agreement must be clearly marked “final billing.” Upon payment of the final billing, any unused Project funds will be transferred into the unreserved balance of the Water Sustainability Fund pursuant to Neb. Rev. Stat. § 2-1507 (4).
- E. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The Department shall have the right to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the Department to recover excessive or improper payments.
- F. Sponsor, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

6. Inspection During and After Construction.

The Director of the Department or his or her designated representative(s) shall have the privilege of inspecting the construction of the Project at any time in order to ensure that plans and specifications are being followed, that the works are being constructed in accordance with sound engineering and technical principles and practices, and that the Project continues to provide benefits as proposed in the Application. Such inspection shall never subject the State of Nebraska to any action for damages.

7. Project Completion Expected.

Sponsor shall provide and maintain adequate support, including the necessary professional or technical personnel and local funding identified in the Application to permit timely completion of the Project.

8. Independent Contractor.

- A. The relationship of the Department and Sponsor established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed in any manner as creating or establishing any agency or employment relationship between the Department and the Sponsor, or contractors of Sponsor.
- B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the Sponsor, its officers, or its agents) shall in no way be the responsibility of the Department or the State. The Sponsor will hold the Department and the State harmless from any and all such claims. Sponsor personnel and all other persons acting for the Sponsor are not entitled to any reimbursements, rights, or benefits

ITEM 1a

from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

9. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Agreement Managers at the addresses set forth in Paragraph 4 of this Agreement.

10. Binding.

This Agreement shall inure to and bind the successors, assigns, and representatives of the Parties, providing, however, this Agreement may not be assigned by either Party without the prior written consent of the other. Neither the Department nor the Sponsor intends anyone to be a third-party beneficiary of this Agreement.

11. Entire Agreement/Severability/Waiver.

This Agreement is the entire agreement between the parties hereto; no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

12. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the Department and the Sponsor.

13. Attachments.

If there are any terms and conditions contained in any Attachment hereto that are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the Parties.

14. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, *Neb. Rev. Stat.* §§ 81-8,302 through 81-8,306.

15. Indemnification.

Neither the Department nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the Sponsor that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, except an accident

ITEM 1a

or injury resulting from an intentional act of the Department. The Sponsor shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The Sponsor shall indemnify the Department and the State of Nebraska for any damages, claims, or liability to the extent caused by the Sponsor's negligent acts, errors, or omissions arising out of the performance of professional services under this Agreement. The Sponsor expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.

16. Drug Free Work Place Policy.

Sponsor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. Sponsor agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

17. Technology Access.

Sponsor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://nrtc.nebraska.gov/standards/2-201.pdf>. In the event that the State's technology access standards change during the term of the Agreement, the Department may create an amendment to the Agreement to ensure that it comply with the changed standard. If the amendment causes any changes in costs to the Sponsor, the costs shall be mutually agreed on by both Parties.

18. Fair Employment Practices.

Sponsor agrees to ensure compliance with the Nebraska Fair Employment Practice Act, which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin, *Neb. Rev. Stat.* §§ 48-1101 through 48-1125.

19. Worker Eligibility Status Requirements.

The Sponsor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this Agreement that are physically performing services within the State of Nebraska. The Sponsor understands and agrees that lawful presence in the United States is required for such employment and the Sponsor may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat.* § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

ITEM 1a

20. Compliance with All Laws and Ordinances.

Sponsor covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances and regulations including but not limited to corporate registration, payment of taxes and registration required for payment of taxes, and acquisition and payment for any permits, licenses, and approvals necessary for completion of the Project.

21. Audit Requirements.

All of the Sponsor's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The Sponsor shall maintain all of these records for a period of five (5) years from the date of final payment, or until all issues related to an audit, litigation, or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

22. Audit by Office of State Auditor.

Any public or private non-profit entity or political subdivision of the State serving as the recipient or sub-recipient of funds under this Agreement, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three (3) business days after an the actual receipt of the request pursuant to *Neb. Rev. Stat.* § 84-304 (4)(a) and § 50-1213 (2).

23. Annual Report.

The Sponsor will annually submit to the Department's Agreement Manager, electronic reports on or before April 1st of each year up to and including the year final payment is made to the Project. Annual reports shall specify the reporting period and contain information detailing Project progress and the anticipated progress for the next year; and shall include some analysis of whether the Project is attaining its purposes as identified in the Application. After Project completion/close out, annual reports are no longer required unless real estate or other real property acquired or constructed as part of this Project is rented or otherwise generating revenue exclusive of park entry fees, city fees, or revenue not resulting from the Project.

24. Final Report

The Sponsor will electronically submit to the Department's Agreement Manager, a final report summarizing the results of the Project and discussing whether or not the benefits described in the Application were achieved or not.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last stated below.

Sponsor

ITEM 1a

By: _____

Date _____

Nebraska Department of Natural Resources
By: Thomas E. Riley, P.E., Director
Department of Natural Resources
301 Centennial Mall South
P.O. Box 94676
Lincoln, NE 68509-4676

_____ Date _____

This Agreement signed in duplicate.

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 through the Water Sustainability Fund #5312 grant scope awarded December 15, 2021 to the DISTRICT 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 calendar year 2024 (December 31, 2024). 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: Kristin Buntmeyer, Lower Platte South Natural Resources District, PO Box #83581, Lincoln, NE 68501-

ITEM 1b

3581, email address kbuntemeyer@lpsnrd.org.

- (c) LPSNRD will submit payment within 45 days of receipt of the CSD invoices, anticipated on a semi-annual frequency. LPSNRD policies do not allow payment of indirect costs. Anticipated fiscal year funding breakdown as follows:

	FY22	FY23	FY24	Total
Phase I Phase 2 and Phase 3 Activities	\$20,401	\$42,911	\$22,204	\$85,516
Domestic Travel And Supplies	\$1,650	\$1,000	\$834	\$3,484
TOTALS:	\$22,051	\$43,911	\$23,038	\$89,000

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

- (a) Lead the Groundwater Recharge Mapping and Focus Area Assessments (Project) in cooperation with the U.S. Geological Survey and participating SPONSORS.
- (b) Invoice the DISTRICT on a semi-annual basis, not more than \$89,000 throughout the term of the agreement herein, for the NGC as outlined in DISTRICTS annual fiscal budgets 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: _____
Paul D. Zillig

Title: General Manager

Date: _____

CONSERVATION AND SURVEY DIVISION

By: _____
Robert M. Joeckel

Title: Director _____

Date: _____

UNIVERSITY OF NEBRASKA

By: _____

Title: Director of Sponsored Programs _____

Date: _____

DRAFT

United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Nebraska Water Science Center 5231 South 19th Street
Lincoln, NE 68512-1271



January 2022

Paul Zillig
Lower Platte South Natural Resources District
P.O. Box 83581
Lincoln, NE 68509-4676 Dear Mr. Zillig:

Enclosed are two copies of Joint Funding Agreement No. XXXXXX for the ENWRA ENWRA Groundwater Recharge Mapping and Focus Area Assessments (Project). The total amount of the agreement is \$225,000 or \$74,000 for the U.S. Geological Survey and \$151,000 for the Lower Platte South Natural Resources District. Please sign one copy of the agreement and return it to this office as soon as possible. Work cannot be started until we receive the signed agreement.

Work performed with funds from the agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 50. Billings will be rendered quarterly. The results of all work under the agreement will be available for publication by the U.S. Geological Survey.

Please contact XXXXXX at 402-XXX XXXX if you have any questions concerning this agreement.

USGS Nebraska Water Science Center

2 Enclosures

DUNS No. 949286512

Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer#: 6000000121
Agreement #: XXXXXX
Project #: XXXXXX

JOINT FUNDING AGREEMENT

TIN#: 47-0542969
Fixed Cost

FOR
WATER RESOURCES INVESTIGATIONS



THIS AGREEMENT is entered into as of the, 1st day of XXXXXX by the U.S. GEOLOGICAL SURVEY, 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 availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, the ENWRA Groundwater Recharge Mapping and Focus Area Assessments (Project), 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) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	Date
\$49,500.00	January 19, 2022	December 31, 2024

(b) by the party of the second part during the period

Amount	Date	to	Date
\$151,000.00	January 19, 2022		December 31, 2024

Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

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. The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

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

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.

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.

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.

9-1366 (Continuation) Customer #: 6000000121 Agreement #: XXXXXX

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. 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 costs, 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. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the
Interior
USGS Point of Contact

Lower Platte South Natural Resources District

Customer Point of Contact

Name XXXXXX
Phone

Name: Katie Cameron
Phone 402.476.2729



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
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
LOWER LOUP NATURAL RESOURCES DISTRICT
UPPER ELKHORN NATURAL RESOURCES DISTRICT
MIDDLE REPUBLICAN NATURAL RESOURCES DISTRICT
CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the between the Lower Platte South Natural Resources District (“LPSNRD”) on behalf of the Eastern Nebraska Water Resources Assessment Natural Resources Districts: Lewis & Clark Natural Resources District (“LCNRD”), Lower Elkhorn Natural Resources District (“LENRD”), Lower Platte North Natural Resources District (“LPNNRD”), Nemaha Natural Resources District (“NNRD”), Papio-Missouri River Natural Resources District (“P-MRNRD”) and the Lower Loup Natural Resources District (“LLNRD”), Upper Elkhorn Natural Resources District (“UENRD”), Middle Republican Natural Resources District (“MRNRD”), and Central Platte Natural Resources District (“CPNRD”), hereinafter referred to individually as “each District” or the individual District’s initials, for example, LPSNRD, 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, and the development, management, utilization, and conservation of ground water and surface water.

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 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. The DISTRICTS have a mutual interest in the study and stewardship of the hydrogeologic and groundwater resources in Nebraska.

E. The DISTRICTS, through a previous cooperative arrangement and Water Sustainability Fund (“WSF”) grant award (WSF#4164 - *the Nebraska GeoCloud and Airborne Electromagnetic [AEM] Data Integration*), have established the Nebraska GeoCloud platform (“NGC”) implemented by the University of Nebraska Conservation and Survey Division, School of Natural Resources (“CSD”), the U.S. Geological Survey, United States Department Of The Interior (“USGS”) and Nebraska’s Natural Resources Districts (“NRDs”). The **Project partners** are at the **“publish and disseminate the results” stage of the NGC cooperative effort (Exhibit “A”)**. The DISTRICTS, CSD and USGS are also approaching the end of the previous NGC agreement term (term closes June 30, 2022).

F. The DISTRICTS desire to establish this interlocal cooperative agreement (“ICA”), hereinafter referred to as “NGC ICA”, to sustain and maintain the AEM and supporting geologic data compiled under the NGC Platform investment for the next **five** years beyond June 30, 2022. The NGC Platform requires server storage space, internet access and support from the NGC development team to facilitate data requests, potential NGC upload/download/input/output issues and continue outreach/workshop activities. Exhibit “A” attached to, and incorporated herein, by this reference further describes the NGC accomplishments and portal resources designed for federal, state and local agencies, the public, and the private sector.

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 objective and purpose of this NGC ICA is to establish a single uniform framework to provide \$115,000 for funding the NGC, \$23,000 per year for the next 5 years. The DISTRICTS will budget funds (individual DISTRICT funds) for Fiscal Years (July 1 to June 30) (FY) 2023 and FY 2027, all as shown in the table in Section 4.01.

Section 1.02

In order to attain the objective and purpose of this NGC ICA, each District shall perform its obligations and commitment under this Agreement in good faith and shall cooperate with the other DISTRICTS.

ARTICLE II

TERM OF AGREEMENT

Section 2.01

This NGC ICA 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 in the conduct of the activities hereinafter described.

Section 2.03

In the event that a District fails to perform its obligations and commitments pursuant to this NGC ICA, the other DISTRICTS either individually or jointly, may legally seek to enforce such obligations and commitments in the appropriate court of law.

Section 2.04

The term of this NGC ICA shall begin on the date of the last signatory District and continue until the end of the DISTRICTS FY2027 (June 30, 2027), unless further extended by the mutual agreement of all DISTRICTS. This NGC ICA shall survive a transition of the form of government of a District from one form to another. In the event that one or more Districts fails to perform their financial obligation and commitment under this Agreement, the remaining Districts, in addition to taking legal action to recover amounts in default, may at their option continue with the NGC for the remainder of the ICA term.

ARTICLE III

AGREEMENT ADMINISTRATION

Section 3.01

The NGC ICA Coordinator, is Kathleen Cameron: located at LPSNRD, PO Box #83581, Lincoln, NE 68501-3581, kcameron_enwra@lpsnrd.org, and will serve as the contact person for the overall coordination of the DISTRICTS' FY2023 to FY2027 financial obligation and commitment. .

Each District will provide a contact person to receive communications and local invoices related to the NGC ICA from the NGC ICA Coordinator.

Section 3.02

This Agreement does not establish a separate joint or legal entity. LPSNRD shall act as Administrator of the NGC ICA and shall be responsible for the administration of all funds (receivable and payable) and shall enter into all subcontracts/subagreements necessary to achieve the **ARTICLE 1 Objectives and Purposes** in its name as NGC ICA Administrator.

Section 3.03

The NGC ICA Coordinator shall obtain pre-approval for and subsequently provide copies of all NGC team subagreements/subcontracts under the NGC ICA to each District.

Section 3.04

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.

Section 3.05

LPSNRD shall prepare and send at the beginning of each FY a statement of the shared costs to be incurred for the upcoming FY for the NGC ICA for each District and each District shall pay its share of the costs within 45 days of the receipt of such statement.

Section 3.06

LPSNRD shall prepare and send to each District within 45 days of the close of each FY, a summary of the receipts and expenses of the NGC ICA.

ARTICLE IV

FUNDING

Section 4.01

Each District will budget funds for fiscal year FY2023 through FY2027 as follows:

Financial Sponsors	FY23	FY24	FY25	FY26	FY27	Total
LLNRD	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
UENRD	\$800	\$800	\$800	\$800	\$800	\$4,000
CPNRD	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
MRNRD	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
ENWRA (LCNRD, LENRD, LPNNRD, LPSNRD, NNRD, P-MRNRD)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
TOTALS	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$115,000

ARTICLE V

POWERS

Section 5.01

The DISTRICTS shall have all of the powers and authorities pursuant to state statutes that are necessary to carryout the stated objective and purpose on behalf of the NGC ICA joint and cooperative effort.

Section 5.02

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 objective and purpose as set forth in this NGC ICA.

Section 5.03

In every contract to which the state or any of its political subdivisions is a party, it shall contain a provision requiring the contractor and his or her subcontractors not to discriminate against any employee, or applicant for employment, to be employed in the performance of such contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin, in accordance with the Nebraska Fair Employment Practices Act, *Ne. Rev. Stat. Section 48-1122, as amended*. The Districts are all political subdivisions of the State of Nebraska and therefore this provision is required to be included as a provision of this Agreement.

ARTICLE VI

AMENDMENTS

Section 6.01

Any District may propose an amendment to this NGC ICA 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 6.02

No amendment or other modification to this NGC ICA shall be effective unless it is in writing and approved by all DISTRICTS. Such amendment shall become effective after all DISTRICTS have approved and executed the same.

Section 6.03

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. This Agreement is hereby approved and executed by the following DISTRICTS on the dates shown below.

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

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

LOWER LOUP NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

UPPER ELKHORN NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

MIDDLE REPUBLICAN 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 "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 enhance the study and stewardship of the hydrogeologic and groundwater resources in Nebraska through the continued hosting of Nebraska GeoCloud ("NGC") Platform created under the previous mutual agreement between the parties dated March 30, 2017 and amended extension dated May 14, 2020.
- C. LPSNRD is acting as Administrator under the 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 LPSNRD fiscal year 2027 (June 30, 2027) with the understanding that a 5 year renewal periods are planned thereafter as long as the NGC remains a viable source of statewide hydrogeologic datasets for Nebraska. 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: Kristin Bunttemeyer, Lower

Item 2b

Platte South Natural Resources District, PO Box #83581, Lincoln, NE 68501-3581, email address kbuntemeyer@lpsnrd.org.

- (c) LPSNRD will submit payment within 45 days of receipt of the CSD invoices, anticipated on a semi-annual frequency. LPSNRD policies do not allow payment of indirect costs. Anticipated fiscal year funding breakdown as follows:

	FY23	FY24	FY25	FY26	FY27	Total
CSD (workshops, travel, NGC operations, coordination)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
I-GIS Subagreement (server storage, portal maintenance, Nebraska Viewer licenses)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
TOTALS:	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$115,000

- (d) The overarching ICA (Exhibit 1) providing \$115,000.00 in sponsorship dollars to ENWRA for the 5-year continuance of this agreement is necessary for the DISTRICT'S administration of the funds.

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

- (a) Lead the NGC (through Professional Services agreements with I-GIS, includes providing users access to the data) in cooperation with the participating SPONSORS.
- (b) Invoice the DISTRICT on a semi-annual basis, not more than \$115,000 throughout the term of the agreement herein, for the NGC as outlined in DISTRICTS annual fiscal budgets 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: _____
Paul D. Zillig

Title: General Manager

Date: _____

CONSERVATION AND SURVEY DIVISION

By: _____
Robert M. Joeckel

Title: Director _____

Date: _____

UNIVERSITY OF NEBRASKA

By: _____

Title: Director of Sponsored Programs _____

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**

AMENDMENT #7

THIS AMENDMENT #7 is made and entered into by and between the above natural resources district this ____ day of _____, 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:

Item 3

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
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	\$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: _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

DATE: _____

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 UNIVERISTY 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). CSD is responsible for 40% of salary and benefits.
- (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: _____

CONSERVATION AND SURVEY DIVISION

By: _____
Robert M. Joeckel

Title: Director

Date: _____

UNIVERSITY OF NEBRASKA

By: _____
Jeanne Wicks

Title: Director of Sponsored Programs

Date: _____

Lower Platte South Natural Resources District Cooperative Agreement – BUDGET

Budget Category	YEAR ONE (<u>July 1, 2022 to June 30, 2023</u>)	TOTAL YEAR ONE
Personnel		
Salary	65,488	65,488
Benefits	19,646	19,646
Total Personnel	85,134	85,134
Travel	3,125	3,125
Supplies	350	350
Operating	2,775	2,775
Total Direct Costs	6,250	6,250
Total	91,384	91,384

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

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

Final Memorandum

Date: January 5, 2022
To: Water Resources Subcommittee
From: Steve Herdzina, Water Resources Compliance Specialist
Subject: Groundwater BMP Cost-share Rate Adjustments

The District is determining any possible rate adjustments for groundwater BMP cost-share. There are five programs that were reviewed including the fertilizer meter program, spring nitrogen application program (SNAP), soil sampling, water meters, and well decommissioning. The only program with a recommended change is the water meter program.

The current water meter cost-share rate is 50% up to \$650 District-wide. The District completed 3 water meter cost-share applications in the previous year. The current rates are falling short of the desired cost-share goal of 50% cost-share for water meters. The District is also finding more water meters that are in need of replacement given the average age of the meters in the District. Most of the meters were purchased to comply with the Rules and Regulation that required all wells capable of pumping more than 50 gallons per minute to be equipped with a water meter in 2011, meaning that most are ten years old or older. Staff expects an increase in water meter cost-share to replace meters that are no longer meeting the requirement.

Based on these factors, Staff is proposing to increase the maximum amount from \$650 to \$750 for calendar year 2022.

Recommended motion: That the Water Resources Subcommittee recommend the Board of Directors to increase the maximum limit of the Water Meter Cost-Share Program from \$650 to \$750 beginning in calendar year 2022.

DISTRICT WIDE Water Meter Program Lower Platte South NRD

Owner / Operator: _____

Address: _____ Phone: (_____) _____

City: _____ State & Zip: _____

Legal: _____ ¼, Section _____, Township _____, Range _____, _____ County

This application will not be effective until approved by the Lower Platte South NRD. Claims for payment will not be accepted more than 30 days from the date of purchase. Items for which reimbursement is claimed are to be supported by documentation of payment made or due. Cost share is 50% of actual cost up to ~~\$650.00~~ maximum on one meter per well. \$ 750

Note: The back of this application must be completed prior to payment.

APPLICANT'S REQUEST	PERFORMED (to be completed by NRD)				
Maximum Assistance	Actual Cost	%	% of Actual	Maximum of	Cost Share Amount
<input type="checkbox"/> Water Meter (50% up to \$650) \$ 750		50%		\$650.00 \$ 750	

APPLICATION: I (we) do hereby request cost-share assistance to help defray the cost of ground water best management practices.

Owner / Operator Date

APPLICATION APPROVAL:
The Lower Platte South NRD Board of Directors approved the Applicant's request and hereby obligate

\$ _____

NRD Representative Date

OWNER / OPERATOR CERTIFICATION & AGREEMENT: I certify that the item(s) for which payment is claimed was furnished under authority of the law and that the charges are reasonable, proper, and correct. I further certify that I agree to all terms listed on this program application. I understand that if I fail to comply, I must refund the cost-share money I received from the District.

Owner / Operator

COMPLETION AND CERTIFICATION:

NRD Representative Date

Location(s)

1. List DNR well registration number, legal description and provide an aerial photo showing where water meter will be located and used:

Well Registration Number _____

Legal: _____ Township _____ N, Range _____ E, Section _____

Water Meter and Well Information (Complete after purchase)

1. Water Meter Serial Number _____
2. Make _____ Model _____
3. Initial Reading _____ Units _____
4. Water meter location:
Near Wellhead _____ Pivot Riser _____ Other (Please specify) _____

Terms:

The well owner and District agree as follows:

1. The well owner will:
 - a. Purchase a new water meter, equipped with a totalizer, and provide a copy of the invoice(s) to the District within 30 days of purchase.
 - b. Install and use the water meter on the well exclusively listed on this application.
 - c. Maintain the water meter in good working condition for a minimum period of 10 years.
 - d. Notify the District immediately when the water meter stops working, and keep a detailed log of water use while the meter is being repaired.
 - e. Provide employees of the District access to the meter to assess functionality and accuracy.
 - f. Provide water usage information obtained from totalizer readout on the water meter to the District, annually.
2. The District will:
 - a. Upon verification of the well owner's installation of the water meter, reimburse the Landowner based on the current water meter cost-share rate.