



LOWER PLATTE SOUTH
natural resources district

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Agenda Item #9

TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator

DATE: June 10, 2020

SUBJECT: Minutes-Recreation, Forestry & Wildlife Subcommittee

On Tuesday, June 9, 2020, a virtual subcommittee meeting was held at 4PM. Members present were, Chair-Anthony Schutz, Deb Eagan, Luke Peterson, Mark Spangler, and Ray Stevens. Others virtualizing in were Ariana Kennedy, David Potter, Larry Ruth, Dan Schulz and Paul Zillig.

Schutz had Schulz open the meeting with an overview of the agenda followed by Kennedy's report/update on MoPac East Lied Platte River Bridge ad hoc GAP signs and kiosks. Kennedy reminded the subcommittee MoPac Alliance is the group working to connect MoPac East Trail from Wabash to the Lied Platte River Bridge. In February, the MoPac Alliance received approval from the Cass County Commissioners for modification of the interim route and additional signage along the route. Cass County requested the MoPac Alliance work with the District to install informational kiosks at Wabash and the Lied Platte River Bridge Trailhead. Since then, Cass County has installed the additional signs and the MoPac Alliance submitted their draft of the design to the District a few weeks ago. The District has provided comments back to the MoPac Alliance and design is expected to be finalized in the next few weeks. Next steps are to get the design printed and then coordinate kiosk installation with the MoPac Alliance, District staff and the Nebraska Game and Parks Commission.

The first action item was the Little Salt Creek PL-566 USDA contract for Watershed Planning. Schulz reviewed the April 2020 Board action authorizing the General Manager to sign several forms in order for the Natural Resources Conservation Service to develop the attached contract. Entering into the contract will provide federal funding (at no cost to the District) to finish saline wetland restoration planning downstream of Little Salt creek from North 14th Street and take the saline wetland restoration plan already completed upstream of N 14th Street and combine it with the Little Salt Creek Watershed Plan completed by the District and the City of Lincoln. The resulting plan will address saline wetland restoration and channel work in the watershed.

It was moved by Stevens, seconded by Peterson and unanimously approved to recommend that the Lower Platte South NRD Board of Directors enter into the Little Salt Creek PL-566 USDA contract for watershed planning and authorize the General Manager to sign the agreement.

The second action item was Amendment #2, Interlocal Cooperation Act Agreement for the trail over the Platte River Bridge. Kennedy reviewed the attached amendment between the Lower Platte South, Papio-Missouri Rivers NRDs and the Nebraska Game & Parks Commission. She reviewed the process so far to repair the 2019 flood damage to the Lied Platte River Bridge. This amendment addresses repairs to the connecting link on the Papio-Missouri River Tributaries NRD side of the Platte river. She indicated entering into this amendment does not obligate any funding from this District. If Papio-Missouri Tributaries NRD is not fully reimbursed by federal funds, the Game & Parks Commission will make up the difference.

It was moved by Eagan, seconded by Stevens and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve Amendment #2 to the Trail Over Platte River Bridge Interlocal Agreement with the Nebraska Game and Parks Commission and the Papio-Missouri River NRD for Highway 31 Connection Link Repair Design and Repair Work and authorize the General Manager to sign the amendment.

The third action item was the professional services proposal for the Marsh Wren berm repair. Schulz reviewed the attached memo about the aquatic mammal burrows and the hole through the berm along the water level control structure pipe. The memo also included three repair options to repair the damage and protect the berm from future burrowing activities. He also reviewed the letter proposal from The Flatwater Group Inc. to provide design, permitting, bidding and construction related services.

It was moved by Stevens, seconded by Eagan and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the letter proposal for professional services with The Flatwater Group Inc. for design, permitting, bidding and construction related services to repair the berm at Marsh Wren at a cost not to exceed \$10,000 and authorize the General Manager to approve the letter proposal.

Schutz adjourned the meeting at 4:20PM.



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR206526XXXXC014	2. Amendment Number	3. Award /Project Period Date of final signature- 04/01/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 Centennial Mall North, Room 152 Lincoln, NE 68508		6. Recipient Organization (Name and Address) LOWER PLATTE SOUTH NRD PO BOX 83581 LINCOLN NE 68501-3581 DUNS: 044690550 EIN:	
7. NRCS Program Contact Name: Allen Gehring Phone:402-437-4037 Email: Allen.Gehring@ne.usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone:816-823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name:Dan Schulz Phone:402-476-2729 Email:dschulz@lpsnrd.org	10. Recipient Administrative Contact Name:Dan Schulz Phone:402-476-2729 Email:dschulz@lpsnrd.org
11. CFDA 10.904	12. Authority 16 U.S.C. 1001-1009 33 U.S.C. 701b-1 68 Stat. 666, as amended Public Law 83-566 Public Law 84-1018, 70 Stat. 1088 Public Law 85-865, 72 Stat. 1605 Public Law 86-468, 74 Stat. 131, 132 Public Law 86-545, 74 Stat. 254 Public Law 87-703, 76 Stat. 608 Public Law 90-361, 82 Stat. 250	13. Type of Action New Agreement	14. Program Director Name:Dan Schulz Phone:402-476-2729 Email:dschulz@lpsnrd.org
15. Project Title/ Description: Lower Platte South Natural Resources District for the Little Salt Creek Watershed project of Lancaster County, Nebraska, under the Watershed & Flood Prevention Operations (WFPO) Program.			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$330,000.00	\$0.00	
Additional funds total	\$0.00	\$0.00	

Grand total		\$330,000.00	\$0.00
18. Approved Budget			
Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$330,000.00
Total Direct Cost	\$330,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$330,000.00
		Total Approved Budget	\$330,000.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Craig Derickson State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Paul Zillig General Manager	Signature	Date

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

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

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide assistance to the Lower Platte South Natural Resources District, hereinafter referred to as the "Sponsor", for the Little Salt Creek Watershed Improvement Project Work Plan - Environmental Assessment (Plan-EA) project Lancaster County, Nebraska, under the Watershed & Flood Prevention Operations (WFPO) Program.

Objectives

Create a NEW Watershed Work Plan-Environmental Assessment (Plan-EA) for the Little Salt Creek Watershed Improvement Project, Lancaster County, Nebraska.

This agreement is for planning, including conceptual design work adequate to develop feasible alternatives and identify the preferred alternative. If additional funds become available to totally complete the project through construction, an amendment will be proposed with the Sponsor. If agreed by the parties, this agreement will be amended accordingly. This agreement includes clauses for other phases that may or may not be funded.

Budget Narrative

1. NRCS shall pay 100 percent of the costs up to approved funding. There is no financial obligation for the Sponsor unless costs exceed approved funding amounts, and additional funding cannot be secured.

A. Budget includes the following estimated costs:

\$330,000.00 is obligated for the development of a Watershed Work Plan – EA "Planning". Planning and concept design costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of plans and design prior to the authorization of assistance for the installation of works of improvement.

a. CONTRACTUAL category: \$297,000 is budgeted for Contractual work. Contractual work entails the professional services, hired and managed by the Sponsor, for the preparation and creation of the Watershed Plan / EA.

b. OTHER category: A maximum of \$33,000.00 (i.e.: 10% of the Project Budget) is budgeted for Other expenses. Other expenses are expenses incurred by the Sponsor in direct management of the agreement (e.g.: contract administration). Eligible and reimbursable expenses may include sponsor personnel labor cost entailing soliciting, evaluating, awarding, administering and overseeing contracts for development of an approved NRCS Watershed Plan / EA, including project management, verifying invoices and record keeping.

c. This agreement allows for the reappropriation of funds from the "OTHER" budget category to the "CONTRACTUAL" budget category. This reappropriation shall be initiated by the Sponsor with prior approval from the NRCS representative, provided the costs are within the budget estimates listed above. This will be documented through an exchange of correspondence rather than a formal amendment to the agreement.

d. Reappropriation of funds from the CONTRACTUAL budget category to the OTHER budget category is NOT ALLOWED.

Responsibilities of the Parties:

A. Sponsor will—

1. Coordinate and conduct a minimum of three face to face meetings (location set by the Sponsor) with the Nebraska NRCS Point of Contact (Allen Gehring) and / or his assigned representation and representative(s) of the selected firm. These meetings shall take place at or near watershed plan development phases of 30%, 60% and 90% completion. The purpose is to ensure all stakeholders are operating and progressing towards a common objective / goal.

2. The Sponsor, or sponsors technical representative, shall provide NRCS (Allen Gehring) with a written summary of progress every three (3) months, starting after the 30% review and concluding with the delivery of the final design. The summary serves to ensure comments / feedback noted in the 30% and 60% reviews are being addressed. The summary should be limited to a maximum of two (2) pages.

3. Planning must comply with the policy set forth in the NRCS Title 390, National Watershed Program Manual (NWPM). Sponsor may obtain a full copy of this reference manual at <http://directives.sc.egov.usda.gov/>, Manuals, Title 390 – Project Development & Maintenance, Parts 500 -506 – "National Watershed Program Manual"

Planning procedural guidelines for creation of the NEW Watershed Work Plan-Environmental Assessment (Plan-EA)

shall follow NRCS Title 390, National Watershed Program Handbook (NWP/PH). Sponsor may obtain a full copy of this reference handbook at <http://directives.sc.egov.usda.gov/>, Handbooks, Title 390 – Project Development & Maintenance, Parts 600 - 606 – “National Watershed Program Handbook”

NRCS water resources projects must comply with the latest Principles, Requirements, and Guidelines (PR&G) for Water and Land Related Resources Implementation Studies. Refer to this link for information:

• USDA Departmental Manual 9500-013 - USDA Guidance for Conducting Analyses Under the Principles, Requirements, and Guidelines for Water and Land Related Resources Implementation Studies and Federal Water Resource Investments, January, 2017

4. Contract for services, as necessary, award and administer any contracts for the installation of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this federal program legislation.

5. The contracts for services described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

6. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.

7. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the term of this agreement must be immediately communicated to NRCS.

8. Pay the contractor for all services performed in accordance with the agreement and submit a SF270, "Request for Advance and Reimbursement," to the NRCS Program/Technical Contact with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

9. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement.

10. Responsible for all costs in excess of the federal cost-share in this agreement.

11. Comply with the applicable requirements in the attached General Terms and Conditions of this agreement.

12. Ensure that requirements for compliance with environmental and cultural resource laws are considered for the proposed works of improvement described in this agreement.

13. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF425) under this award or final payment is received, whichever is later.

14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

15. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed & Flood Prevention Operations Program pursuant to this project agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed & Flood Prevention Operations Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

16. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

17. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

18. Retain all records dealing with the award and administration of the contract for three (3) years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

19. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

20. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

21. Submit payment requests to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Provide support in terms of interpreting NRCS Policy and or Procedures and clarifying deliverable expectations.
2. Review and concur with the watershed plan, concept design and all other documents developed for or by the Sponsor.
3. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
4. Consult with the Sponsor, as requested, in preparing the solicitation and awarding and administering the contract.
5. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF270, withholding the amount of damages sustained by NRCS as provided for in this agreement.
6. NRCS would initiate consultation, where warranted, for cultural resources and other special environmental concerns such as endangered species.

C. SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Flood Prevention Operations Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement.

Expected Accomplishments and Deliverables

Sponsor will—

1. Create a new Watershed Work Plan-Environmental Assessment (Plan-EA) that meets or exceeds the policies and procedures defined in the NRCS National Watershed Program Manual and NRCS National Watershed Program Handbook.
2. Prepare concept design and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements.
3. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS.

4. Provide NRCS with a copy of all solicitation and request for bids documents prior to release, as well as all awarded contracts and contract modifications.
5. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
6. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
7. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, or any unresolved concerns.
8. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.

Resources Required

No other resources required other than funding.

Milestones

TASK: Public Participation - ESTIMATED COMPLETION: April 2022

TASK: Site Data Collection - ESTIMATED COMPLETION: February 2021

TASK: Conceptual Design Alts - ESTIMATED COMPLETION: April 2021

TASK: Writing Draft Plan-EA for NRCS Review - ESTIMATED COMPLETION - June 2021

TASK: Draft Plan-EA for NWMC &NHQ Review - ESTIMATED COMPLETION - August 2021

TASK: Public meeting & Interagency Comments - ESTIMATED COMPLETION - November 2021

TASK: Final Plan-EA - ESTIMATED COMPLETION - January 2022

TASK: Final Plan-EA submitted for Authorization - ESTIMATED COMPLETION – April 2022

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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

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

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

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

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

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

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

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

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

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

**AMENDMENT No. 2 TO
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and
NEBRASKA GAME AND PARKS COMMISSION
FOR THE
TRAIL OVER PLATTE RIVER BRIDGE**

This Amendment No. 2 to the Interlocal Cooperation Act Agreement (hereinafter "**THIS AMENDMENT**") is made by and among the following:

Lower Platte South Natural Resources District (hereinafter "**LPS**");
Papio-Missouri River Natural Resources District (hereinafter "**PAPIO**"); and
Nebraska Game and Parks Commission (hereinafter "**NG&PC**"); hereinafter
referred to collectively as "the **PARTIES**".

In **THIS AMENDMENT**, the bridge constructed across the Platte River to support and connect a recreational trail near South Bend, Nebraska, named the Lied Platte River Bridge, will be referred to as "the **BRIDGE**." The right-of-way connecting the **BRIDGE** to Nebraska Highway 31 and 328th Street where a recreational trail has been constructed will be referred to as "the **CONNECTING LINKS**."

WHEREAS, in a 1996 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the **PARTIES**, the **PARTIES** agreed to cooperate to acquire, rehabilitate, maintain, repair and operate the **BRIDGE** and the **CONNECTING LINKS**. Specifically, the **PARTIES** outlined certain Operation and Maintenance roles and responsibilities in Exhibit "F" of the 1996 INTERLOCAL COOPERATION ACT AGREEMENT;

WHEREAS, in March 2019, the Platte River and the surrounding area, including the BRIDGE and the CONNECTING LINKS, endured a historical flooding event which caused significant damage to the BRIDGE and one of the CONNECTING LINKS which connects the recreational trail to Hwy 31 as well as significant sand and debris deposits and erosion;

WHEREAS, in October 2019, the PARTIES desired to clarify their individual responsibilities to each other for the damages caused and remedial measures required as a result of the March 2019 Flooding and entered into an amendment to the 1996 INTERLOCAL COOPERATION ACT AGREEMENT which added Exhibit “G” March 2019 Flood Remedial Efforts;

WHEREAS, the PARTIES concerned with the immediate need to repair the BRIDGE, only addressed the removal of debris from the BRIDGE and BRIDGE repair in the amendment which added Exhibit “G” March 2019 Flood Remedial Efforts;

WHEREAS, the PARTIES desire to amend Exhibit “G” March 2019 Flood Remedial Efforts to clarify their individual responsibilities to each other for the damages caused and remedial measures required for one of the CONNECTING LINKS which connects the recreational trail to Hwy 31 (“HWY 31 CONNECTING LINK”) as a result of the March 2019 Flooding; and,

WHEREAS, THIS AMENDMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et seq.), without a separate entity being created, and whenever possible, THIS AMENDMENT shall be construed in conformity therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

1) The paragraph **3) HWY 31 CONNECTING LINK REPAIR** shall follow immediately after 2) **BRIDGE REPAIR** in Exhibit "G" March 2019 Flood Remedial Efforts, and state as follows:

3) HWY 31 CONNECTING LINK REPAIR. The PAPIO shall retain an engineering consultant to provide the design to remove debris and repair the HWY 31 CONNECTING LINK (the "**HWY 31 CONNECTING LINK REPAIR DESIGN**"). The PAPIO shall bid and contract for the debris removal and repairs to the HWY 31 CONNECTING LINK to return the HWY 31 CONNECTING LINK to a similar condition immediately before the March 2019 Flooding (the "**HWY 31 CONNECTING LINK REPAIR WORK**"). The PAPIO shall apply for and seek available federal funds for the reimbursement of costs associated with the HWY 31 CONNECTING LINK REPAIR DESIGN AND REPAIR WORK. In the event that the PAPIO does not receive full reimbursement through available federal funds, NG&PC shall fully reimburse the PAPIO for all non-federally reimbursed costs for the HWY 31 CONNECTING LINK REPAIR DESIGN AND REPAIR WORK within forty-five (45) days of receiving a written request from the PAPIO.

2) **RATIFICATION.** Except as it is expressly amended by THIS AMENDMENT, the 1996 INTERLOCAL COOPERATION ACT AGREEMENT and previous amendments shall remain in effect and binding upon the PARTIES.

3) **EFFECTIVE DATE.** THIS AMENDMENT shall be deemed to have permanent duration

and shall become effective upon complete execution of counterparts of THIS AMENDMENT by the PARTIES.

IN WITNESS WHEREOF,

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this _____ day of _____, 20 ____.

Lower Platte South Natural Resources District

By: _____
Title: _____

THIS AMENDMENT is executed by the Papio-Missouri River Natural Resources District on this _____ day of _____, 20 ____.

Papio-Missouri River Natural Resources District

By: _____
Title: _____

THIS AMENDMENT is executed by the Nebraska Games & Parks Commission on this _____ day of _____, 20 ____.

Nebraska Game & Parks Commission

By: _____
Title: _____

MEMORANDUM

To: Dan Schulz, Resources Coordinator
Lower Platte South NRD

From: Tom Riley, P.E.
Rick Krushenisky, P.E.

Date: 11 May 2020

Re: Marsh Wren Community Wetland Complex
Options for Muskrat Damage Repair/Prevention

The Flatwater Group, Inc (TFG) was contacted by the Lower Platte South NRD regarding damage inflicted by muskrats at Marsh Wren Community Wetland Complex (Marsh Wren) to a portion of the earth berm between the main pond and hemi marsh. TFG performed the engineering design and construction of the complex that was completed in 2017. This memo outlines options for repair of existing damage and mitigation of potential future damage by muskrats at this location.

Water levels against the berm between the pond (east) and hemi-marsh west have encouraged muskrats to burrow into the embankment and cause damage in and around the WLCS and several other areas along the embankment road. The most severe damage has been on the east side of the embankment; however, around the WLCS there has been additional damage and loss of compacted/vegetated soil due to water movements through the embankment and along the pipe on both the west and east side of the embankment.

There are three primary areas along the embankment that have been damaged by muskrats. The worst of these areas is at the WLCS. There, muskrats have burrowed into both sides of the embankment and may have created a preferential flow of water from west to east that likely caused additional internal erosion. Several of the damaged areas have been partially repaired with broken concrete and asphalt 2 to 3-inch crushed rock. In general, those repairs (performed late in 2019) appear to be effective in filling the voids but will not prevent water flow through the berm should elevations reach the level of the crushed rock.

Based on information collected during site visits on 29 April and 6 May, TFG developed concept alternatives to mitigate the damage and minimize further damage to the embankment along with a probable cost estimate for each option. The options focus on repair and include various levels of potential long-term success for discouraging future damage from muskrats.

One observation of where the damage occurred may relate to water levels. Both the pond and hemi-marsh were at maximum levels when the damage occurred. TFG recommends that water levels be



managed at a maximum of approximately 12-18 inches lower on both areas and to not have higher levels of water on both sides concurrently. More active management that includes fluctuating water levels during the season can discourage muskrats from burrowing.

Options:

1. Repair embankment at WLCS by excavating and recompacting soil. Install rock 1-foot wide rock trench to spring line of culvert and extend 5 feet beyond the culvert width in either direction. A trench would be place on both flanks of the embankment (essentially at the edge of the tire tracks over the embankment). Excavate at the two other identified areas by removing and recompacting the disturbed soils. The total width of removal/replacement is approximately 35 feet (25 feet and 10 feet, respectively). Also, repair embankment on east side of berm opposite WLCS to re-establish the design slope.
2. Repair WLCS as discussed in option 1. Install rock trench approximately 5 feet deep for 200 feet on the east flank of the embankment.
3. Repair WLCS as discussed in option 1. Reshape slope on east side of embankment. Install stainless steel wire mesh for 10 feet of the slope length and place 6 inches of 3" rock material for approximately 200 feet along the embankment.

All three options were estimated to have a similar expected cost. A range of \$10,000 to \$11,000 would be the probable cost for each option. In our opinion, Option 3 would be the best solution for both muskrat management and would provide some ancillary wave protection for the east side of the embankment.



22 May 2020

Mr. Dan Schulz, Resources Coordinator
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

RE: Letter Proposal for Professional Engineering Services for Marsh Wren Community Wetland – Muskrat Mitigation

Dear Dan:

The Flatwater Group, Inc. (TFG) is pleased to submit this letter proposal to the Lower Platte South NRD (NRD) in response to our recent discussions. TFG conducted a site visit with you on April 29, 2020 and a follow-up visit the next week to visually evaluate the damage and propose some potential fixes. Our memorandum to you dated 11 May 2020 briefly outlined some potential remedies.

After your review of the 11 May memo and discussions with TFG, you requested that we prepare a scope of work and fee estimate for implementing Option 3, generally described as bank repair and installation of wire mesh and crushed rock on the eastern side of the embankment.

This letter proposal has been prepared to respond to that request. TFG proposes to provide the following technical engineering services for the project:

- Project Initiation and Data Collection.
1. Preliminary and Final Design.
 2. Permitting (USACE Regulatory 404), if necessary
 3. Bidding and Construction Services.

TFG will perform all services for this project.

TFG proposes to conduct services on a time and materials basis with an upset limit of **\$10,000** to cover all labor and other direct expenses incurred for the project. The quoted price is firm for 60 days from the date of this proposal.

Once again, we are excited to have this opportunity to commit our team to further improve the Marsh Wren Community Wetland. TFG will capitalize on our past individual relationships with the LPSNRD staff in order to offer creative, cost-effective, and efficient design services on this project. We look forward to working with you to complete this project. Should you have any questions do not hesitate to contact us at (402) 435-5441.

Sincerely,

Tom Riley
THE FLATWATER GROUP INC.

Cc: Project File LPS-2020-01