

Agenda Item: 8

## Memorandum

**To:** Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee

**From:** Paul W. Woodward, PE, Groundwater Management Engineer

**Date:** March 1, 2017

**Re:** Review and Recommendation on the Interlocal Cooperative Agreement for the Nebraska GeoCloud Project

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In May 2016, the seven NRDs involved in the Eastern Nebraska Water Resources Assessment (ENWRA) meet and agreed to support a proposal by UNL-CSD for a statewide AEM data management platform that could be seamlessly shared with all possible data users on the cloud. Through ENWRA, Lower Platte South NRD served as the project sponsor and submitted a grant application to the Water Sustainability Fund (WSF) for the Nebraska GeoCloud and Airborne Electromagnetic (AEM) Data Integration project. The grant application was awarded funding in the amount of \$247,437 by the Natural Resources Commission last December.

The required local matching funds to the WSF grant of 40% are \$164,958.40. Through the attached interlocal agreement, this amount will be approximately split between existing available ENWRA funds of nearly \$78,000 and all 10 NRDs across the state who possess AEM data to be incorporated into the GeoCloud. The funding from all 10 NRDs is also split over 3 consecutive fiscal years as the project is completed, FY 18 thru FY 20. The table below documents by who and when funding will be provided:

Financial Sponsors	FY18	FY19	FY20	Total
LPSNRD	\$3,400	\$3,400	\$3,400	\$10,200
LPNNRD	\$3,400	\$3,400	\$3,400	\$10,200
P-MRNRD	\$3,400	\$3,400	\$3,400	\$10,200
LCNRD	\$1,000	\$1,000	\$1,000	\$3,000
LENRD	\$3,400	\$3,400	\$3,400	\$10,200
NNRD	\$3,400	\$3,400	\$3,400	\$10,200
LLNRD	\$2,500	\$2,500	\$2,500	\$7,500
UENRD	\$1,700	\$1,700	\$1,700	\$5,100
CPNRD	\$3,400	\$3,400	\$3,400	\$10,200
TPNRD	\$3,400	\$3,400	\$3,400	\$10,200
<b>SUBTOTALS (Each District)</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>\$87,000</b>

<b>SUBTOTAL (ENWRA)</b> ENWRA banked coalition dues budgeted through ENWRA Interlocal Cooperative Agreement under separate cover.	<b>\$77,958.4</b>
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<b>Local Match TOTAL</b>	<b>\$164,958.4</b>
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**Staff recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an Interlocal Cooperative Agreement with nine other Natural Resources Districts to support the Nebraska GeoCloud and Airborne Electromagnetic (AEM) Data Integration project with a total District financial contribution of \$10,200, equally distributed in FY18, FY19, and FY20, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

# **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  
TWIN PLATTE NATURAL RESOURCES DISTRICT  
CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the between the Lewis & Clark Natural Resources District (“LCNRD”), Lower Elkhorn Natural Resources District (“LENRD”), Lower Platte North Natural Resources District (“LPNNRD”), Lower Platte South Natural Resources District (“LPSNRD”), Nemaha Natural Resources District (“NNRD”), Papio-Missouri River Natural Resources District (“P-MRNRD”), Lower Loup Natural Resources District (“LLNRD”), Upper Elkhorn Natural Resources District (“UENRD”), Twin Platte Natural Resources District (“TPNRD”), 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 desire to establish a cooperative arrangement to enhance the study and stewardship of the hydrogeologic and groundwater resources in Nebraska through the preservation, storage and access of airborne electromagnetic (“AEM”) data in a Nebraska GeoCloud platform permitting seamless data integration and sharing of results between 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”), including the DISTRICTS, hereinafter referred to as the “GeoCloud Program.”

F. The purpose of the GeoCloud Program is to utilize the mapping of the bedrock surface and other hydrostratigraphic units compiled by the DISTRICTS to improve estimation of groundwater in storage. The planned scope and outcomes of the GeoCloud Program is further described in Exhibit “A” attached to and incorporated herein by this reference (Grant Application 4164, the *Nebraska GeoCloud and Airborne Electromagnetic (AEM) Data Integration - Water Sustainability Fund* (“WSF”).

G. LPSNRD as Sponsor submitted the application and was awarded a grant of \$247,437 on December 12, 2016 from the WSF administered by the Nebraska Department of Natural Resources (“DNR”). A copy of the Agreement between LPSNRD and DNR is attached hereto as Exhibit “B” and incorporated herein by this reference. The grant will cover 60% of eligible costs, as defined in NAC Title 261, for the GeoCloud Program. The remaining 40% of the funds for the GeoCloud Program will come from the DISTRICTS and the Eastern Nebraska Water Resources Assessment (“ENWRA”), all as shown on the table in Section 4.02 below.

H. The DISTRICTS will budget funds (individual DISTRICT funds) for Fiscal Years (July 1 to June 30) (FY) 2018, FY2019 and FY2020 and along with ENWRA funds, all as shown in the table in Section 4.02, will make-up the balance of 40% . These funds are to be used as local matching dollars, as required by the grant from WSF.

**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 Interlocal Agreement is to establish a single uniform framework to provide \$87,000 in local matching dollars for implementing the GeoCloud Program.

#### **Section 1.02**

In order to attain the objective and purpose of this Interlocal Agreement, 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 Interlocal Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of each District pursuant to Neb. Rev. Stat. § 13-804(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 Interlocal Agreement, 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 Interlocal Agreement shall begin on the date of the last signatory District and continue until the end of the DISTRICTS FY2020 (June 30, 2021), unless further extended by the mutual agreement of all DISTRICTS. This Interlocal Agreement shall survive a transition of the form of government of a District from one form to another. 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 GeoCloud Program to completion.

### **ARTICLE III**

#### **AGREEMENT ADMINISTRATION**

##### **Section 3.01**

The GeoCloud Program 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' FY2018, FY2019 and FY2020 financial obligation and commitment. .

Each District will provide a contact person to receive communications and local matching invoices related to the GeoCloud Program from the GeoCloud Program Coordinator.

##### **Section 3.02**

This Agreement does not establish a separate joint or legal entity. LPSNRD shall act as Administrator of the GeoCloud Program and shall be responsible for the administration of all grant funds which are received from WSF and shall enter into all contracts/agreements in its name as Administrator under this Interlocal Agreement and all other work set forth in the WSF Contract 4164.



**Section 3.04**

The GeoCloud Program Coordinator shall provide copies of all reports prepared as part of the GeoCloud Program to each District.

**Section 3.05**

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 3.06**

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 GeoCloud Program for each District and each District shall pay its share of the costs within 45 days of the receipt of such statement.

**Section 3.07**

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 GeoCloud Program.

**ARTICLE IV**

**FUNDING**

**Section 4.01**

State WSF funding, in the amount of \$247,437.60, for the GeoCloud Program, which has been approved, is crucial for the timely completion of the project.

**Section 4.02**

Each District will budget funds for fiscal year FY2018, FY2019, and FY2020 as follows:

<b>Financial Sponsors</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>Total</b>
LPSNRD	\$3,400	\$3,400	\$3,400	\$10,200
LPNRD	\$3,400	\$3,400	\$3,400	\$10,200
P-MRNRD	\$3,400	\$3,400	\$3,400	\$10,200
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<b>SUBTOTALS (Each District)</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>\$87,000</b>
<b>SUBTOTAL (ENWRA) ENWRA banked coalition dues budgeted through ENWRA Interlocal Cooperative Agreement under separate cover.</b>				<b>\$77,958.4</b>
<b>Local Match TOTAL</b>				<b>\$164,958.4</b>

**Section 4.03**

This Interlocal Agreement is one of four separate agreements necessary for the implementation of the GeoCloud Program and associated WSF funds, identified as follows:

- 1) Grant Contract WSF 4164 between LPSNRD and DNR to receive \$247,437.60 in grant reimbursement funds (60 percent [%] of eligible grant total). ;
- 2) Agreement herein to secure \$87,000 of the \$164,958.40 in local matching funds from DISTRICTS (40% of eligible grant total) over FY2018, FY2019, and FY2020
- 3) Agreement between LPSNRD and CSD to provide CSD \$264,014 for technical leadership, development, implementation and reporting services (\$113,368 for full implementation of Nebraska GeoCloud Platform and \$150,646 in technical services) over FY2018, FY2019, and FY2020
- 4) Joint funding agreement between LPSNRD and USGS to provide USGS \$183,000 for technical support and reporting services (includes \$55,000 in federal USGS cooperative dollars) over FY2018, FY2019, and FY2020

<b>WSF 4164 Total Cost Breakdown</b>					
<b>Sources of funding</b>	<b>FY17<sup>a</sup></b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>Total</b>
<b>Total project cost</b>	<b>\$20,382<sup>a</sup></b>	<b>\$200,535</b>	<b>\$119,672</b>	<b>\$126,807</b>	<b>\$467,396</b>
USGS Cooperative Water Program (federal dollars)		\$15,000.0	\$24,000.0	\$16,000.0	\$55,000
Local match (40%)	\$8,152.8 <sup>a</sup>	\$74,214	\$38,268.8	\$44,322.8	\$164,958.4
					(“Each District” local portion: \$87,000.00)
					(ENWRA local portion: \$77,958.40 <sup>b</sup> )
WSF reimbursements (60%)	\$12,229.2 <sup>a</sup>	\$111,321	\$57,403.2	\$66,484.2	\$247,437.6

<sup>a</sup> FY2017 funding was budgeted, paid and submitted for reimbursement by ENWRA

<sup>b</sup> \$77,958.40 of the \$164,958.40 in local matching funds required for the WSF award will come from the existing ENWRA commitment.

## **ARTICLE V**

### **POWERS**

#### **Section 5.01**

The DISTRICTS shall have all of the powers and authorities pursuant to state statutes that are necessary to carry-out the stated objective and purpose on behalf of the joint and cooperative effort to implement the GeoCloud Program.

#### **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 Interlocal Agreement.

## **ARTICLE VI**

### **AMENDMENTS**

#### **Section 6.01**

Any District may propose an amendment to this Interlocal Agreement by submitting it in writing to the other DISTRICTS, which shall immediately consider in good faith the proposed amendment; provided, however, that no such amendment shall, directly or indirectly, affect or impair any written contracts or agreements entered into prior to the effective date of such amendment.

**Section 6.02**

No amendment or other modification to this Interlocal Agreement shall be effective unless it is in writing and approved by all DISTRICTS. Such amendment shall become effective after all 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 Interlocal Agreement to be executed by its duly authorized officer as of the date and year shown below.

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**LEWIS AND CLARK NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**LOWER ELKHORN NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**NEMAHA NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**PAPIO-MISSOURI RIVER 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: \_\_\_\_\_

**TWIN PLATTE NATURAL RESOURCES DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_