

## Memorandum

**To:** PPO Subcommittee  
**From:** Philip Paitz, Groundwater Management Engineer  
**Date:** March 7, 2023  
**Re:** Revised Lower Platte Collective Groundwater Modeling Interlocal Agreement

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On October 2022, the Papio Missouri River NRD entered into an interlocal agreement with the Lower Platte North NRD, Lower Platte South NRD, Nebraska Department of Natural Resources to create the Lower Platte River Groundwater Modeling Collective (Collective).

The purpose of that agreement was for each of the public entities within the agreement to support the development of a baseline sub-regional groundwater flow model of the Lower Platte Basin financially, technically, and administratively. The Collective anticipated receiving a Water Sustainability Fund (WSF) grant to provide a portion of the costs to develop the model.

The WSF grant submitted that year required each NRD to contribute \$62,866.67, NeDNR \$188,500.00, and the WSF \$282,900.00. The WSF grant was not awarded due to being categorized in the large projects category. The Collective will be applying again for a WSF grant in March in the small projects category with a maximum WSF contribution of \$250,000.00. All communication about this strategy indicates that it will be successful.

To apply for the small projects category, each party will need to increase their contribution by \$8,225.00 to fully fund the expected \$660,000.000 cost of the project. All parties have agreed to this change in contribution.

The cost breakdown below is outlined in the proposed agreement:

NeDNR	\$196,725.00
WSF	\$250,000.00
LPSNRD	\$ 71,091.67 (\$23,697.22 to be paid annually for three years)
LPNNRD	\$ 71,091.67 (\$23,697.22 to be paid annually for three years)
PMRNRD	\$ 71,091.67 (\$23,697.22 to be paid annually for three years)

The Collective has the responsibility to select and enter into a contract with a consultant and direct the study to develop the baseline sub-regional groundwater model. Decisions are determined by unanimous consent and the Papio NRD serves as the Administrator. This agreement will remain in effect for the original agreed upon lifespan to end December 31, 2025 with the possibility to be extended for successive one year terms.

**Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to approve the amendment to the Lower Platte River Basin Sub-Regional Groundwater Modeling Interlocal Cooperation Agreement subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**FIRST AMENDMENT TO THE  
LOWER PLATTE RIVER BASIN SUB-REGIONAL GROUNDWATER MODELING  
INTERLOCAL COOPERATION AGREEMENT**

This First Amendment to the Lower Platte River Basin Sub-Regional Groundwater Modeling Interlocal Cooperation Agreement (“Amendment”) is entered into by and between the Nebraska Department of Natural Resources (“Department”); Lower Platte South Natural Resources District (“LPSNRD”); Lower Platte North Natural Resources District (“LPNNRD”); and Papio-Missouri River Natural Resources District (“PMRNRD”); all of which are an agency or political subdivisions of the State of Nebraska, each sometimes hereinafter individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, the Parties entered into an Interlocal Agreement, pursuant to the Interlocal Cooperation Act Neb. Rev. Stat. §§ 13-801 to 13-827, to contribute financially, provide the necessary data, technical support, and administer contracts necessary to develop the baseline sub-regional groundwater flow model of the Lower Platte River Basin (the “Agreement”).

WHEREAS, the Parties through the Agreement created the Lower Platte River Groundwater Modeling Collective (“Collective”) to carry out the purposes set forth in Section 5 of the Agreement.

WHEREAS, the Collective submitted an application to the Nebraska Water Sustainability Fund (“WSF”) to receive a grant for the amount of \$282,900, which was not awarded.

WHEREAS, the Collective desires to submit a new application to the Nebraska WSF for a grant of a lesser amount.

WHEREAS, the Parties of the Collective desire the modify the Agreement, pursuant to Section 10.05 of the Agreement, through this Amendment to reallocate the financing obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, it is agreed by and among the Parties hereto as follows:

- 1) That the following numbered paragraph of the Agreement should be modified as follows:

Section 6.01.1 of the Agreement shall be deleted in its entirety and replaced with the following:

6.01.1 The Collective will be financed by the Parties and a contribution from the Nebraska Natural Resources Commission through a grant from the Water Sustainability Fund (“WSF”) as follows:

Department: \$196,725.00

WSF: \$250,000.00

LPSNRD: \$71,091.67 (\$23,697.22 to be paid annually for three years)

LPNNRD: \$71,091.67 (\$23,697.22 to be paid annually for three years)

PMRNRD: \$71,091.67 (\$23,697.22 to be paid annually for three years)

There are no other financial obligations of the Parties except those set forth above, unless otherwise consented to by the Parties.

2) Except as it is expressly amended by this Amendment, the terms of the Agreement shall remain in effect and binding upon the Parties.

3) This Amendment shall become effective upon complete execution of counterparts of this Amendment by the Parties.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates shown next to their respective signatures:

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

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: \_\_\_\_\_