

## Memorandum

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

From: Amanda Grint, Assistant General Manager

Date: January 31, 2024

Re: Contract Amendment with UNL for Know Your Well Program

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In August 2020, the Board approved the action to apply for a Nebraska Environmental Trust grant and for the Papio NRD to administer the Know Your Well program for University of Nebraska Lincoln (UNL) and University of Nebraska Kearney (UNK). This is a program that combines the efforts of the Universities with NRDs and local schools to educate high school students on the importance of groundwater quality.

Although the Know Your Well Program has been ongoing for a number of years, it is currently in Year 2 of 3 with Papio NRD as administrator. The Papio NRD holds the grants and then through agreements with UNL and UNK reimburses them for the completed tasks. Many NRDs, including the Papio NRD, contribute in kind dollars for the program.

In December 2023, UNK sent correspondence that they wished to terminate the agreement with the Papio NRD. The main task in the agreement with UNK was to employ a Know Your Well Program Coordinator. UNL and UNK worked together so that the Program Coordinator's employment could be transferred to UNL. To reflect that coordination, this amendment takes a portion of the Year 2 funds and all the Year 3 funds from UNK and transfers them to UNL so that the Program Coordinator can maintain employment and progress for Know Your Well.

The attached amendment (Exhibit B-1) shows the costs that are proposed to be transferred from the UNK agreement to the UNL agreement. There is no change to the overall project budget, just a distribution of funds change.

**Staff recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed amendment to the Research Agreement #141678 with the University of Nebraska Lincoln for the Nebraska Know Your Well program, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**AMENDMENT TO THE COST REIMBURSABLE STANDARD  
RESEARCH AGREEMENT  
OFFICE OF SPONSORED PROGRAMS  
RESEARCH AGREEMENT #141678  
GROWING YOUTH-LED GROUNDWATER SCIENCE IN NEBRASKA**

**THIS AMENDMENT** (this “Amendment”) is between the **Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln**, a non-profit, public educational institution of the State of Nebraska, hereinafter referred to as “UNL”, and **Papio-Missouri River Natural Resources District**, located at 8901 S 154<sup>th</sup> Street, Omaha, NE 68138-3621, hereinafter referred to as the “Sponsor.” Party shall mean the Sponsor or UNL as the context dictates, and when used in the plural, shall mean the Sponsor and UNL.

**WHEREAS**, the Parties entered into an agreement identified as RESEARCH AGREEMENT #141678 (the “Agreement”) in June 2022 to support “Growing Youth-led Groundwater Science in Nebraska” more fully described in Attachment of A to the Agreement;

**WHEREAS**, the Sponsor entered into a similar agreement with the University of Nebraska-Kearney to provide supplementary services (the “UNK Agreement”) for the “Growing Youth-led Groundwater Science in Nebraska”;

**WHEREAS**, the terms of the Agreement and the UNK Agreement are July 1, 2022 through June 30, 2025;

**WHEREAS**, University of Nebraska-Kearney provided notice to the Sponsor pursuant to Article 3.2 of the UNK Agreement of its intention to terminate the UNK Agreement for convenience;

**WHEREAS**, UNL desires to assume some of the responsibilities from the UNK Agreement so that the program can continue to operate as originally intended; and

**WHEREAS**, the Sponsor desires to continue to administer the program through the term of the Agreement and continue to operate the program as originally intended.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as set forth below:

A) Paragraph 2.1 of the Agreement is deleted in its entirety and replaced with the following:

**2.1 DESIGNATION.** For the purposes of this Agreement, “Cost” is defined as all direct and indirect costs incurred by UNL in performing the Research. This Agreement is designated as a Cost Reimbursable Agreement with a Cost of \$661,819.00, in accordance with Attachments B and B-1.

Sponsor will pay UNL the Cost as indicated in Article 2.2 below. The parties estimate that the Cost is sufficient to support the Research. UNL may submit to Sponsor a revised budget requesting additional funds if Sponsor requests a change in the Research scope of work. Sponsor will not be liable for any payment in excess of Cost except as per Sponsor’s written agreement. UNL has the authority to re-budget costs at the discretion of the Principal Investigator, as long



**IN WITNESS WHEREOF**, the Sponsor and UNL, intending to be legally bound, have executed this Amendment as of the Effective Date by their respective duly authorized representatives.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT**

**BOARD OF REGENTS OF THE UNIVERSITY OF  
NEBRASKA ON BEHALF OF THE UNIVERSITY OF  
THE NEBRASKA-LINCOLN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Winkler

Name: David B. Doty

Title: General Manager

Title: Director, Office of Sponsored Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Principal Investigator's Acknowledgement:**

I have read this Agreement and agree to perform my obligations as Principal Investigator under this Agreement. I will inform students and other participants performing research services of the terms and conditions of this Agreement.

Signature: \_\_\_\_\_

Name: Daniel D. Snow, PhD

Date: \_\_\_\_\_

**ATTACHMENT B  
BUDGET**

Funding Agency: Nebraska Environmental Trust/Papio-Missouri NRD

Project Start Date: 7/1/2022

PI Name: Daniel Snow

Project End Date: 6/30/2025

Project Title: Growing Groundwater Science in Nebraska

<b>UNL Basic Budget</b>							
	Person Months			Year 1	Year 2	Year 3	Total
	Yr1	Yr2	Yr3				
<i>Senior Personnel</i>							
Dan Snow	0.00	0.00	0.00	-	-	-	-
	<b>Total Senior Personnel</b>			-	-	-	-
<i>Other Personnel</i>	# of Ppl						
Post Docs	0	0	0	-	-	-	-
Other Professionals	1	1	1	5,328	5,435	5,543	16,306
Graduate Students	0.50	0.50	0.50	13,000	13,260	13,525	39,785
Undergraduate Students	1	1	1	2,400	2,448	2,497	7,345
Secretarial	0	0	0	-	-	-	-
Other	0	0	0	-	-	-	-
	<b>Total Other Personnel</b>			<b>20,728</b>	<b>21,143</b>	<b>21,565</b>	<b>63,436</b>
Fringe Benefits				8,802	9,236	9,700	27,738
	<b>Total Salaries and Benefits</b>			<b>29,530</b>	<b>30,379</b>	<b>31,265</b>	<b>91,174</b>
Equipment				-	-	-	-
Travel				6,550	4,040	2,730	13,320
Supplies				95,985	57,462	32,471	185,918
Subawards				-	-	-	-
Other				114,077	90,564	80,060	284,700
	<b>Total Other Direct Costs</b>			<b>216,612</b>	<b>152,066</b>	<b>115,261</b>	<b>483,938</b>
	<b>Total Direct Costs</b>			<b>246,142</b>	<b>182,445</b>	<b>146,526</b>	<b>575,112</b>
F&A Base	MTDC			241,027	177,125	140,994	559,145
F&A	0.0%			-	-	-	-
	<b>Total Request</b>			<b>246,142</b>	<b>182,445</b>	<b>146,526</b>	<b>575,112</b>
<i>MTDC Exclusions</i>				<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Total</i>
	<i>Equipment</i>			-	-	-	-
	<i>Tuition Remission</i>			5,115	5,320	5,532	15,967
	<i>Subawards in excess of \$25K</i>			-	-	-	-
	<i>Participant Support Costs</i>			-	-	-	-
	<i>Rent</i>			-	-	-	-
	<i>Alterations and Renovations</i>			-	-	-	-
	<b>Total Exclusions</b>			<b>5,115</b>	<b>5,320</b>	<b>5,532</b>	<b>15,967</b>

**ATTACHMENT B-1  
AMENDMENT TO THE BUDGET**

	Year 2 (remaining 6 months)	Year 3
Project Coordinator		
Personnel	\$17,675	\$24,273
Fringe Benefits	\$9,368	\$12,865
Research Assistant		
Personnel	\$3,213	\$6,617
Fringe Benefits	\$1,606	\$3,309
Supplies	\$250	\$0
Travel	\$2,510	\$5,021
<b>Total Amendment to UNL</b>	<b>\$34,622</b>	<b>\$52,085</b>

**Year 2 Total: \$217,067**

**Year 3 Total: \$198,611**