Memorandum

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

From: Philip Paitz, Groundwater Management Engineer

Date: October 14, 2024

Re: Groundwater Monitoring Joint Funding Agreement with USGS

The purpose of the Platte and Elkhorn River Integrated Water Monitoring study was to gain a better understanding of the interaction between the Platte River, the Elkhorn River, and the alluvial aquifer between them. Objectives of the study were to quantify gains or losses from each river, determine the capability of the Elkhorn River to receive groundwater flow, and better estimate a timing of flow between the two rivers. The published report from USGS is available at: https://pubs.er.usgs.gov/publication/sir20195048.

Recommendations from the study suggested that groundwater monitoring across the valley continue to improve understanding of timing and water movement between the Platte and Elkhorn River. The location of the six existing groundwater monitoring sites is shown in Figure 1.

Data from these six groundwater monitoring sites is being used in the NRD's annual reporting for our IMP, Basin-Wide Plan, Drought Contingency Plan, and is being used in the development of the District's groundwater model. It is becoming increasingly important that a continuous groundwater level record be maintained throughout the year to better understand the periodic highs and lows, annual recharge, and potential drought impacts. After the District's groundwater model is completed, the information gathered from these gages will be valuable validation data to determine the accuracy of current and future conditions. If this data collection is ceased, then the future planning certainty of irrigated acre expansion, irrigated acre retirements, drought contingencies, and the impact of industrial needs will be deleteriously impacted.

A Joint Funding Agreement between the USGS and the District has been prepared to have USGS continue the operation and maintenance of these six groundwater monitoring sites and is attached. A detailed cost breakdown for each site is also attached for reference. The total cost for all six sites is \$19,050 and the USGS would provide cooperative funding of \$4,370. The District's total for this year's agreement is \$14,680. These costs are nearly the same as the last year which was a total of \$18,570 and District contribution of \$14,200. The duration of the agreement is for one year, from Oct. 1, 2024 to Sept. 30, 2025.

Staff recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a Joint Funding Agreement with U.S. Geological Survey for a total cost to the District of \$14,680 for the continuation of groundwater monitoring in the Platte and Elkhorn River valley, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

TIN #: 47-0542469

Water Resource Investigations

Fixed Cost Agreement YES[X]NO[]

Project #: NR00GS1

Customer #: 6000000134 Agreement #: 25NRJFA00080

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the operation of six groundwater gages**, herein called the program. The USGS legal authority is 43 USC 36C: 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$4,370 by the party of the first part during the period October 1, 2024 to September 30, 2025
 - (b) \$14,680 by the party of the second part during the period October 1, 2024 to September 30, 2025
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website https://www2.usgs.gov/fsp/).

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Customer #: 6000000134 Agreement #: 25NRJFA00080

Project #: NR00GS1 TIN #: 47-0542469

Water Resource Investigations

9. Billing for this agreement will be rendered **<u>quarterly</u>**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

	USGS Technical Point of Contact		Customer Technical Point of Contact
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	U.S. Geological Survey United States Department of Interior	Papio-Mis	souri River Natural Resources District
<u>Signature</u>			<u>Signatures</u>
Ву		Ву	Date:
Name: Jason M. Lambrecht		Name:	
Title: Acting Director		Title:	
		Ву	Date:
		Name:	
		Title:	
		Ву	Date:
		Name:	
		Title:	