

AMENDMENT 2
to the
2007-2012 LTPP & WC HABITAT AVAILABILITY ASSESSMENT AGREEMENT
between
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM,
NEBRASKA COMMUNITY FOUNDATION, AND
RAINWATER BASIN JOINT VENTURE (RWB JV)

Pursuant to the 2007-2012 LTPP & WC Habitat Availability Assessment Agreement (Agreement) between Rainwater Basin Joint Venture, Platte River Recovery Implementation Program, and Nebraska Community Foundation, the Agreement for FY2014 is hereby amended to: 1) include a 2014 tern and plover habitat availability assessment; 2) include a 2014 whooping crane habitat availability assessment; 3) include similar deliverables for the 2014 habitat availability assessments as was specified for all other years; and 4) extend the timeframe for the project to September 30, 2016. The remaining Terms and Conditions and additional sections of the Agreement will remain as originally agreed. The Total Project Budget is also hereby amended to increase total payment under the Agreement from \$178,227 to \$218,227.

The following Sections are hereby amended:

‘Deliverables and Schedule’

September 30, 2016 Final Reports and geodatabases for the 2014 LTPP and WC assessments provided to ED Office

‘Compensation’

Compensation will occur for work in accordance with the approved scope of services and will not exceed a total of \$218,227 unless the scope and budget are modified and mutually agreed upon by the parties.

‘Time Frame’

The final date of the Amended Agreement shall be September 30, 2016. This time frame may be extended upon mutual agreement of the parties and pursuant to the Program.

‘ATTACHMENT A: Schedule’

d. 2014 LTPP and WC habitat availability assessments, geodatabases, and reports to be completed and submitted to the ED Office by September 30, 2016.

‘ATTACHMENT A: Information/Data to be provided by Program’

- 8) Bare earth DEMs from LiDAR data flown in 2014 in Nebraska State Plane feet horizontal coordinate system and NAVD 1988 elevations in feet.
- 9) LiDAR point data in .las format for 2014.
- 10) Color infra-red aerial photography at 2-foot resolution or better for the project area acquired May-July, 2014.

'ATTACHMENT B: Budget'

Project Items	Total Cost
Tern and Plovers (1 Assessment 2014) technician time	\$ 8,000
Whooping Cranes (1 Assessment Year 2014) technician time	\$ 16,000
RWBJV Analyst; Quality Assessment/Control for Datasets	\$ 10,000
Computer Hardware Use and Data Storage Capacity	\$ 6,000
Totals	\$ 40,000

The remaining sections of the original and amended Agreement remain unchanged.


09/11/2015

IN WITNESS WHEREOF, the Parties have amended the PRRIP-RWBJV amended 2007-2012 LTPP & WC Habitat Availability Assessment Agreement.

Date: _____

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
P.O. Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Date: 8/15/2015



Andy Bishop
Rainwater Basin Joint Venture
2550 Diers Ave. Suite G
Grand Island, NE 68803
Phone: (308) 382-8112
Email: mailto:andy_bishop@fws.gov

AMENDMENT 1
to the
2007-2012 LTPP & WC HABITAT AVAILABILITY ASSESSMENT AGREEMENT
between
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM,
NEBRASKA COMMUNITY FOUNDATION, AND
RAINWATER BASIN JOINT VENTURE (RWBJV)

Pursuant to the 2007-2012 LTPP & WC Habitat Availability Assessment Agreement (Agreement) between Rainwater Basin Joint Venture, Platte River Recovery Implementation Program, and Nebraska Community Foundation, the Agreement for FY2013 is hereby amended to: 1) include a 2013 tern and plover habitat availability assessment; 2) include a 2013 whooping crane habitat availability assessment; 3) include similar deliverables for the 2013 habitat availability assessments as was specified for all other years; 4) increase FY2013 funding from \$43,309 to \$78,309; and 5) extend the timeframe for the project to December 31, 2014. The remaining Terms and Conditions and additional sections of the Agreement will remain as originally agreed. The Total Project Budget is also hereby amended to increase total payment under the Agreement from \$143,227 to \$178,227.

The following Sections are hereby amended:

‘Deliverables and Schedule’

December 31, 2014 Final Reports and geodatabases for the 2013 LTPP and WC assessments provided to ED Office

‘Compensation’

Compensation will occur for work in accordance with the approved scope of services and will not exceed a total of \$178,227 unless the scope and budget are modified and mutually agreed upon by the parties.

‘Time Frame’

The final date of the Amended Agreement shall be December 31, 2014. This time frame may be extended upon mutual agreement of the parties and pursuant to the Program.

‘ATTACHMENT A: Schedule’

- d. 2013 LTPP and WC habitat availability assessments, geodatabases, and reports to be completed and submitted to the ED Office by December 31, 2014.

‘ATTACHMENT A: Information/Data to be provided by Program’

- 8) Bare earth DEMs from LiDAR data flown in 2013 in Nebraska State Plane feet horizontal coordinate system and NAVD 1988 elevations in feet.
- 9) LiDAR point data in .las format for 2013.
- 10) Color infra-red aerial photography at 2-foot resolution or better for the project area acquired May-July, 2013.

‘ATTACHMENT B: Budget’

Project Items	2012	2013	Total Cost
Tern and Plovers (3 Assessment Years, 2007, 2012 & 2013) technician time	\$ 9,000	\$ 6,000	\$ 15,000
Whooping Cranes (Seven Assessment Years, 2007–2013) technician time	\$ 62,550	\$ 51,275	\$ 113,825
RWBJV Analyst; Quality Assessment/Control for Datasets	\$ 10,068	\$ 14,034	\$ 24,102
Computer Hardware Use and Data Storage Capacity	\$ 18,300	\$ 7,000	\$ 25,300
Totals	\$ 99,918	\$ 78,309	\$ 178,227

The remaining sections of the original Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have amended the PRRIP-RWBJV 2007-2012 LTPP & WC
Habitat Availability Assessment Agreement.

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
650 J Street, Suite 305
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Date: _____

Andy Bishop
Rainwater Basin Joint Venture
2550 Diers Ave. Suite L
Grand Island, NE 68803
Phone: (308) 382-8112
Email: mailto:andy_bishop@fws.gov

Date: _____



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

AGREEMENT FOR SERVICES

Agreement between the Nebraska Community Foundation, Inc., Platte River Recovery and Implementation Program, and Rainwater Basin Joint Venture

1. Parties.

This Agreement is made and entered into by and between the Nebraska Community Foundation, Inc. (Foundation) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program, hereinafter referred to as “Program,” and the Rainwater Basin Joint Venture (RWBJV). The following persons are authorized to represent the parties through this Agreement: Diane Wilson of the Foundation; Dr. Jerry Kenny of the Program; and Andy Bishop of the RWBJV.

2. Purpose.

The purpose of this Agreement is to allow the Foundation, acting as the fiscal agent for the Governance Committee of the Program, and the RWBJV to enter into a firm fixed-price agreement for services rendered in performing the 2007 and 2012 Tern and Plover (LTPP) Habitat Availability Assessments and the 2007-2012 Whooping Crane (WC) Habitat Availability Assessments.

TERMS AND CONDITIONS.

3. Scope of Services.

The RWBJV will complete the scope of work described in Attachment A. This agreement will serve as the official Notice to Proceed to the RWBJV. The Foundation shall be responsible only for the financial aspects of the RWBJV’s relationship with the Program. Technical aspects of the RWBJV’s relationship with the Program will be the sole responsibility of the Program Executive Director’s Office. Justin Brei of the Executive Director’s Office will serve as RWBJV’s point of contact for this project.

4. Deliverables and Schedule.

The rough schedule for this effort is as follows:

March 15, 2012	Agreement signed/Notice to proceed with project
August 31, 2012	Draft of Year-1 WC Assessment results and methods document presented to TAC
December 31, 2012	Final Reports for 2007 & 2012 LTPP assessments provided to ED Office
December 31, 2013	Final Annual Reports for six WC assessments provided to ED Office

Other deliverables will include the geodatabase and associated electronic files described in Attachment A. Draft reports will be provided to the Program Executive Director’s Office in Microsoft Word format for distribution and review. Final reports will be provided to the Program Executive Director’s Office in PDF format.



5. Compensation.

Compensation will occur for work in accordance with the approved scope of services and will not exceed a total of \$143,227 unless the scope and budget are modified and mutually agreed upon by the parties. See RWBJV's budget in Attachment B for detailed budget description.

RWBJV shall provide written requests for payment to the ED Office (address included below). RWBJV may submit partial billing on a percent completed basis. Invoices should be accompanied by a summary of work completed under the invoice. Invoices should be submitted no less than twice per year. Request for final payment shall be submitted along with final deliverables. The Program's Executive Director, upon receiving a bill, will approve the bill and advise the Foundation of approval. The Foundation will make payment of these funds directly to the RWBJV within 30 days. Payments of bills are due within 60 days after the billing date.

6. Other space, equipment and supplies.

The RWBJV will supply its own office space, equipment, and supplies.

7. Amendments and Termination.

This Agreement, scope, and budget may be amended by mutual written consent of the parties pursuant to the Program. This agreement may be terminated with 30 days notice by any party.

8. Agreement contingent upon available funding.

This Agreement is contingent upon funding availability and continuation of the Platte River Recovery Implementation Program.

9. Indemnification.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the Nebraska Community Foundation; the states of Colorado, Wyoming, and Nebraska; the Department of the Interior; members of the Governance Committee; and the Program Executive Director's Office, their employees, employers, and agents; against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this project.

10. Inspection and Acceptance.

All deliverables furnished by the RWBJV shall be subject to rigorous review by the ED Office prior to acceptance.

11. Time Frame.

The initial date of this agreement shall be the date of signing and work will begin following receipt of data from annual aerial photography. The final date of this agreement shall be approximately December 31, 2013. This time frame may be extended upon mutual agreement of the parties and pursuant to the Program.



12. Independent Contractor.

The parties intend that the RWBJV will not be considered an employee of the Foundation, but will act as an independent contractor for the Foundation. As an independent contractor, the RWBJV will be responsible for all applicable taxes and is not eligible for any benefits provided by the Foundation.

13. Contacts.

Diane M. Wilson, Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Dr. Jerry Kenny, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Justin Brei, Bio-systems Engineer
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: breij@headwaterscorp.com

Andy Bishop
Rainwater Basin Joint Venture
2550 Diers Ave. Suite G
Grand Island, NE 68803
Phone: (308) 382-8112
Fax: (308) 382-3688
Email: andy_bishop@fws.gov



IN WITNESS WHEREOF, the Parties have executed this Agreement.

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Date: _____

Andy Bishop
Rainwater Basin Joint Venture
2550 Diers Ave. Suite L
Grand Island, NE 68803
Phone: (308) 382-8112
Email: mailto:andy_bishop@fws.gov

Date: _____



ATTACHMENT A – SCOPE OF SERVICES

Deliverables:

- 1) Methods Document to be reviewed by the EDO and TAC following the assessment of Year 1 WC data that, at a minimum, includes processing steps & software packages used to complete each procedure as well as various criteria, masks, etc. used to parse out suitable habitat including how they were derived.
- 2) ‘Ground-truthed’ results using on-site visits, the Program’s LTPP and WC monitoring data, geomorphology and vegetation monitoring data, habitat creation/maintenance files, and other geo-referenced data to ensure areas defined as ‘habitat’ are suitable for LTPP or WC use.
- 3) Geodatabase of available habitat for LTPP and WC organized by year, class, and type.
- 4) Detailed methods document (protocol) covering procedures and assumptions, sufficient to allow recreation of work products given same or similar software.
- 5) LTPP and WC summary reports presenting habitat availability (acres) and trends by class (on and off-channel) and type for each bridge segment in the associated habitat reach. In-channel habitat availability may be calculated at two separate flow levels for LTPP habitat assessments and at four separate flow levels for WC habitat assessments. Reports should document assumptions used to filter habitat, and generally describe methods used to perform assessments. These reports may be combined for the 2007-2012 yearly assessments.
- 6) Assistance in preparation of presentation materials for an Adaptive Management Plan Reporting Session (figures, data and methods interpretation).

General Assessment Scope of Service Tasks:

- 1) Tasks
 - a. Data preparation
 - i. Develop mask layers (analysis boundaries)
 - ii. Prepare imagery (mosaic, degrade)
 - iii. Inventory of available data inputs
 - iv. Processing of LiDAR or HEC-RAS outputs as needed
 - b. Imagery processing
 - i. Imagery segmentation in Definiens Earth, eCognition, or similar software
 - ii. Training data creation for vegetation classes (bare sand, water, vegetation by class, etc)
 - iii. Computer classification of segmented imagery
 - iv. Photo-interpretation of computer classification (QA/QC step)



- c. Model creation
 - i. Use established criteria and available input layers to create LTPP and WC habitat models for in-channel and off-channel habitat
 - ii. Computer model classification of available LTPP and WC habitat (in-channel and off-channel)
 - iii. Photo-interpretation of computer classification (QA/QC step)
 - d. Geodatabase construction
 - i. Work with Program to finalize geodatabase structure
 - ii. Incorporate model results of available in-channel and off-channel LTPP and WC habitat into databases (separate geodatabases will contain all model years, 2007-2012, for LTPP and WC)
 - e. Reporting
 - i. Creation of detailed methods document (protocol) including inputs, assumptions, software used, software settings, etc, sufficient to allow recreation of work products given same or similar software.
 - ii. Creation of draft report discussing modeled habitat availability, trends, general assessment methods, model assumptions, and other appropriate information (separate reports including model years 2007-2012 for LTPP and WC)
 - iii. Creation of final reports incorporating Program review and comment
 - iv. Assistance in preparation of figures, interpretation of methods and results, etc for Program presentations at an Adaptive Management Plan Reporting Session
- 2) Schedule
- a. 2007 & 2012 LTPP habitat availability assessments, geodatabase construction, and reports to be completed and submitted to the ED Office by December 31, 2012.
 - b. Draft of year-1 (2011) WC habitat availability assessment results and methods document presented to TAC by August 31, 2012.
 - c. 2007–2012 WC habitat availability assessments, geodatabase construction, and reports to be completed and submitted to the ED Office by December 31, 2013.

Information/Data to be provided by Program:

- 1) Digital elevation model (DEM) rasters for water surfaces at 1,200 cfs and 3,600 cfs for LTPP assessments and 1,700cfs, 2,400cfs, and observed flows during spring and fall WC migration seasons for WC assessments.
- 2) Bare earth DEMs from LiDAR data flown in 2009, 2010, 2011, and 2012 in Nebraska State Plane feet horizontal coordinate system and NAVD 1988 elevations in feet (2007 & 2008 assessments will use 2009 elevation data).
- 3) LiDAR point data in .las format for 2009, 2010, 2011, and 2012 (2007 & 2008 assessments will use 2009 elevation data).



- 4) Color infra-red aerial photography at 2-foot resolution or better for the project area acquired May-July annually.
- 5) Program geomorphology and vegetation monitoring data.
- 6) Other spatial datasets available as needed (ex. Property boundaries, management and restoration activities, etc).
- 7) Minimum Habitat Criteria necessary to filter areas deemed available/suitable habitat.



ATTACHMENT B – BUDGET

Project Items	2012	2013	Total Cost
Tern and Plovers (Two Assessment Years, 2007 & 2012) technician time	\$ 9,000		\$ 9,000
Whooping Cranes (Six Assessment Years, 2007–2012) technician time	\$ 62,550	\$ 31,275	\$ 93,825
RWBJV Analyst; Quality Assessment/Control for Datasets	\$ 10,068	\$ 5,034	\$ 15,102
Computer Hardware Usage Fees	\$ 18,300	\$ 7,000	\$ 25,300
Totals	\$ 99,918	\$ 43,309	\$ 143,227