



CONSULTANT NAME Nebraska Community Foundation  
CONSULTANT ADDRESS #1 PO Box 83107  
CONSULTANT ADDRESS #2 Lincoln, NE 68501-3107

## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

### Agreement between the Nebraska Community Foundation, Platte River Recovery Implementation Program, and CONSULTANT NAME

#### Wet Meadow Hydrology Report Peer Review

**1. Parties.** This Agreement is made and entered into by and between the Nebraska Community Foundation ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program"), and CONSULTANT NAME ("Consultant"), a private consultant. The following persons are authorized to represent the parties through execution of this Agreement: Jason Kennedy of the Foundation, Jason Farnsworth of the Program, and CONSULTANT NAME.

**2. Purpose of Agreement and Authority.** The purpose of this Agreement is to allow the Foundation, acting as the fiscal agent for the Governance Committee (GC) of the Program, and the Consultant to enter into an Agreement for payment of a stipend associated with the Consultant's service as a Peer Review Panel member for the Program's "Wet Meadow Hydrology Report Peer Review". This Agreement describes a one-time commitment of service on the part of the Consultant to conduct this peer review.

#### TERMS AND CONDITIONS.

**3. Term of Agreement.** This Agreement is effective when all parties execute it. The term of this Agreement is from the date of signing through the later of May 31, 2024 or any extension approved in writing. The services to be performed under this Agreement will commence upon receipt by the Consultant of authorization to proceed and all necessary background materials to be provided to the Consultant by the Program's peer review coordinator, Dr. Chadwin Smith of the Program's Executive Director's Office (EDO).

#### **4. Payment.**

**A. Stipend.** The Program agrees to pay the Consultant a **lump-sum stipend of \$9,000** for the services described in **Exhibit A (Scope of Work – Wet Meadow Hydrology Report Peer Review)**, attached to this Agreement and incorporated by reference as part of this Agreement. The Agreement total amount is controlling and is a ceiling price that the Consultant exceeds at her/his own risk. Payment shall be made directly to the Consultant.

**B. Invoice and Billing.** The Consultant shall submit an invoice for the full lump-sum stipend to the Program's Executive Director (ED). Upon receiving an invoice, the ED will review and approve the invoice and advise the Foundation of approval. The Foundation will make payment of these funds directly to Consultant within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.



**Billing Point of Contact (Program):**

Mr. Jason Farnsworth, Executive Director  
Platte River Recovery Implementation Program  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Email: [farnsworthj@headwaterscorp.com](mailto:farnsworthj@headwaterscorp.com)

**C. Withholding of Payment.** If a work element has not been received by the Program by the dates established in this Agreement, the Program may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**D. Final Completion and Payment.** Final payment shall be made upon receipt of the final invoice and, if applicable, execution of the final amendment to the Agreement documenting the final contract amount.

**5. Responsibilities of Consultant.**

**A. Scope of Services.** The Consultant shall perform the specific services required under this Agreement in a satisfactory and proper manner.

**B. Personnel.** All services required hereunder will be performed by Consultant and Consultant shall be fully qualified and authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

**C. Subcontracts.** Consultant may not engage any subcontractors, outside associates, or consultants for any part of the work to be performed pursuant to this Agreement.

**D. Requests from the Program.** The Consultant shall be responsible for and responsive to the Program and the ED Office in their requests and requirements.

**E. Presentation of Information.** The Consultant shall compile and present all information clearly and concisely in a professional manner.

**F. Inspection and Acceptance.** All deliverables furnished by the Consultant shall be subject to rigorous review by the Program and the ED Office prior to acceptance.

**6. Responsibilities of the Program.**

**A. Designated Representative.** The Executive Director of the Program shall act as the Program's administrative representative with respect to the Consultant's service to be performed under this Agreement and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services covered by this Agreement.



**B. Information to be furnished to the Consultant.** All information available to the Program and necessary for the carrying out work under this Agreement shall be furnished to the Consultant without charge and the ED Office shall cooperate with the Consultant in the carrying out of the project.

**C. Review of Information.** The ED Office shall examine all information presented by the Consultant and shall promptly render in writing the Program's decisions pertaining thereto within specified time periods.

**D. Provide Criteria.** The ED Office shall provide all criteria and full information regarding its requirements for the services.

**7. Special Provisions.**

**A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**B. Publication.** It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with prior authorization from the Program's Technical Point of Contact.

**C. Publicity.** Any publicity or media contact associated with the Consultant's services and the result of those services provided under this Agreement shall be the sole responsibility of the Program. Media requests of the Consultant should be directed to the Director of Operations, Administration, and Human Dimensions in the EDO.

**D. Monitor Activities.** The Program shall have the right to monitor all Contract-related activities of Consultant. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract-related work.

**E. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**F. Debarment and Suspension.** Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

**G. Anti-Lobbying.** Consultant makes the representations set forth in **Exhibit B (Certification Regarding Lobbying)** and incorporated by reference as part of this Contract. Consultant shall execute such Certification at the time of executing this Agreement.



**H. Office Space, Equipment, and Supplies.** The Consultant will supply its own office space, equipment, and supplies.

**8. General Provisions.**

**A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Agreement and the parties.

**C. Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Program.

**D. Audit/Access to Records.** The Program, the Foundation, and any of their representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Agreement. The Consultant shall, immediately upon receiving written instruction from the Program or Foundation, provide to the Foundation or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with the Foundation or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.

**E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the Agreement and/or applicable task order may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Agreement to acquire similar services from another party.

**F. Award of Related Contracts.** The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Program in all such cases.

**G. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

**H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of



this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.

**I. Conflicts of Interest.** The Consultant shall generally abide by **Exhibit C (PRRIP Conflict of Interest Form – Peer Reviewers)**. Consultant shall execute the Conflict of Interest Form at the time of executing this Agreement. Additional conflict of interest stipulations for this Agreement:

(i) Consultant shall not engage in providing consultation to or representation of clients, agencies or firms which may constitute a conflict of interest giving rise to a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of the Agreement will be subject to a mutual settlement of accounts. In the event the Agreement is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Agreement includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions, or the Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

**J. Entirety of Agreement.** This Agreement, consisting of twenty-six (26) total pages including **Exhibit A** (16 pages), **Exhibit B** (1 page), and **Exhibit C** (1 page), represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements whether written or oral.

**K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**L. Indemnification.** The Consultant shall indemnify and hold harmless the Foundation, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant's malpractice. The obligations of this paragraph shall survive termination of this Contract.



- M. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program, Foundation, or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Foundation, Program, or ED Office employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Notice is effective upon delivery.
- O. Notice of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Agreement.
- P. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Agreement are at all times the property of the Program.
- Q. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and pledges that no work performed by the Consultant or its contractors will violate any such restriction.
- R. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated, without cause by Program upon fifteen (15) days written notice. This Agreement may be terminated immediately for cause if Consultant fails to perform in accordance with the terms of this Agreement. Consultant shall likewise have the right to unilaterally terminate the agreement for cause. In the event of termination, Program shall pay Consultant for all reasonable work performed up to the effective date of the termination.
- T. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.



**U. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**V. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

**W. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**9. Contacts.**

**Administrative Point of Contact (Foundation):**

Mr. Jason Kennedy  
Chief Financial & Administrative Officer  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Email: [jkennedy@nebcommfound.org](mailto:jkennedy@nebcommfound.org)

**Administrative Point of Contact (Program):**

Mr. Jason Farnsworth, Executive Director  
Platte River Recovery Implementation Program  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Email: [farnsworthj@headwaterscorp.com](mailto:farnsworthj@headwaterscorp.com)

**Technical Point of Contact (Program):**

Dr. Chadwin Smith  
Platte River Recovery Implementation Program  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Email: [smithc@headwaterscorp.com](mailto:smithc@headwaterscorp.com)

**Administrative and Technical Point of Contact (Consultant):**

CONSULTANT CONTACT INFORMATION





**10. Signatures.** By signing this Agreement, the undersigned certify that they have read and understood it, that they agree to be bound by the terms of this Agreement, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Agreement.

**FOR THE NEBRASKA COMMUNITY FOUNDATION:**

\_\_\_\_\_  
Jason D. Kennedy  
Chief Financial & Administrative Officer  
TIN# 47-0769903

\_\_\_\_\_  
Date

**FOR THE CONSULTANT:**

\_\_\_\_\_  
CONSULTANT NAME

\_\_\_\_\_  
Date

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT**

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this Agreement.

\_\_\_\_\_  
Jason M. Farnsworth  
Executive Director

\_\_\_\_\_  
Date





## EXHIBIT A

### PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

#### Scope of Work – PRRIP Wet Meadow Hydrology Report Peer Review

##### 1) Document Introduction and Background

The PRRIP seeks an independent peer review of the Wet Meadow Hydrology Report developed by the Program's Executive Director's Office (EDO). For the PRRIP, understanding the role of hydrology at wet meadows in the Central Platte River Valley (CPRV) has been a long-term goal under broader objectives to manage land and water resources to benefit four threatened and endangered species (the Program's target species: whooping crane, piping plover, interior least tern [now de-listed], and pallid sturgeon). During the Program's First Increment (2007-2019), fully one third of the lands (10,000 acres) to be acquired by the Program were set to be managed as wet meadow habitat with the objective of providing additional wetland diurnal habitat for the endangered whooping crane. At that time, it was thought that flow releases to benefit wet meadows could consume a major fraction of the Environmental Account (EA) water budget. However, as water and land priorities adapted in response to learning about whooping crane use of wet meadows, water-use to support wet meadows decreased in priority. But, despite the shift in priorities, the Program continues to recognize wet meadows as vital components of the CPRV.

This Wet Meadow Hydrology Report provides a summary of data and analysis conducted as part of the Program's Wet Meadow Hydrologic Study. The study was designed to utilize hydrologic and climatological data that was collected at two Program-managed wet meadow study sites (Fox and Binfield) between 2013 and 2021. Specific objectives were to improve the understanding of wet meadow hydrology using an eight-year hydrological and climatological dataset (i.e., contribute to a growing body of literature), to quantify relationships between processes dominating wet meadow hydrology, and to develop tools and methods that inform management and restoration of wet meadow sites throughout the CPRV. Pending internal feedback and the results of this peer review regarding the significance and relevance of methods and results presented in the Wet Meadow Hydrology Report, the intent is to prepare a manuscript for publication that incorporates parts of the overall report.

The Wet Meadow Hydrology Report consists of 134 pages and is organized as follows:

- Cover Page, Executive Summary, Table of Contents, Lists of Figures/Tables/Appendices (7 pages)
- Section 1 – Introduction and Background (4 pages)
- Section 2 – Study Sites and Monitoring Networks (2 pages)
- Section 3 – Characterizing the Hydroregime (17 pages)
- Section 4 – Groundwater-Vegetation Links (10 pages)
- Section 5 – Modeling (10 pages)
- Section 6 – River-Floodplain Elevation Analysis (16 pages)
- References (5 pages)
- Appendix A – Wet Meadow Definitions (3 pages)
- Appendix B – PRRIP Wet Meadow Tracts (1 page)
- Appendix C – Groundwater Contours from Existing Groundwater Model (1 page)
- Appendix D – Groundwater Statistics (16 pages)
- Appendix E – Ground Surface-Groundwater Elevation Relationships (1 page)
- Appendix F – Grassland Survey – L7th Supplement (1 page)



- Appendix G – Model Calibration Results (32 pages)

The main narrative is broken into 7 sections: 1) introduction and background, 2) study area and data collection, 3) quantifying the hydroregime, 4) groundwater-vegetation links, 5) model prediction of groundwater levels, and 6) river-floodplain elevation analysis. Sections 3 through 6 are structured as stand-alone scientific reports containing methods, results, and discussion. The final sections include references and appendices with supporting information.

The Introduction includes a review and discussion of background information about wet meadows in the central Platte River valley to provide context for the Report. Section 2 introduces the study area encompassing the Big Bend reach of the central Platte River valley and describes two key Program-managed wet meadow study sites. Sections 3 through 6 describe the methods and findings for four scientific analyses related to wet meadow hydrology. Section 3 includes a statistical analysis of wet meadow groundwater depths. Section 4 applies a previously developed method to predict continuous vegetation landcover types at wet meadow sites based on groundwater depth statistics. Section 5 describes a modified analytical model that can be used to predict groundwater levels at wet meadow sites based on time-varying inputs of stage, precipitation, evapotranspiration (ET), and calibrated hydraulic parameters. Section 6 presents an exploratory analysis that uses river and ground surface elevation differences to make predictions about shallow sub-surface hydrology within the Platte River floodplain.

The Wet Meadow Hydrology Report presents a series of analyses that extend the understanding of hydrology at wet meadow sites. This includes characterizing spatiotemporal variations in depth to groundwater, quantifying the broad a range of hydrologic conditions that characterize wet meadows, applying quantitative links between vegetation and hydrology, demonstrating a useful tool for defining management targets at wet meadow sites given specific vegetation objectives, documenting and testing a simple analytical modeling method that can be used to test management scenarios to understand the influence of river discharge changes on groundwater levels, and describing a differencing analysis that may provide utility for screening and charactering hydrology when field data are limited. Methods and results described herein collectively address objectives to improve the understanding of wet meadow hydrology and provide useful tools for Program decision-makers at other wet meadow sites.

## **2) Description of Peer Review**

The purpose of this review is to provide a formal, independent, external scientific peer review of the information presented in the Wet Meadow Hydrology Report. The peer review process, including all communication with the Peer Review Panel and development of the summary report from the individual peer reviews, will be coordinated by Dr. Chadwin Smith of the PRRIP EDO.

## **3) Methods and Scientific Standards**

Factors to be addressed include the scientific merit of technical analyses and conclusions. The peer reviewers must ensure any scientific uncertainties are clearly identified and characterized, and the potential implications of these uncertainties for the technical conclusions drawn are clear. Peer reviewers are advised they are not to provide advice on policy. Rather, they should focus their review on identifying and characterizing scientific and technical uncertainties and the technical soundness of the Wet Meadow Hydrology Report.



#### 4) Charge to the Panel

Each Peer Review Panel member will be tasked with reviewing the Wet Meadow Hydrology Report from their particular area of expertise following the PRRIP Scientific Peer Review Guidelines (attached) and the specific directions contained in this Scope of Work. Peer reviewers will be asked to submit all comments, questions, and other communication in writing to ensure an appropriate record is built, and generally all communication with peer reviewers will be conducted via e-mail during the course of the review.

Peer reviewers must consider and respond to the questions listed below, at a minimum, in their reviews:

- 1) Does the Wet Meadow Hydrology Report adequately address the overall objective (*need to describe that objective*)?
- 2) Does the author draw reasonable and scientifically sound conclusions from the information presented? If not, please identify those that are not and the specifics of each situation.
- 3) Are there any seminal peer-reviewed scientific papers omitted from consideration that would contribute to alternate conclusions that are scientifically sound? Please identify any such papers including citations.
- 4) Are the statistical methods and modeling tools used valid and current, and are the associated results presented in a manner useful to Program decision-makers?
- 5) Are potential biases, errors, or uncertainties appropriately considered within the methods sections and then discussed in the results and conclusion sections?

Reviewers must protect information and ensure that services consist of unbiased assessments. Until it is made public, no information from the Wet Meadow Hydrology Report may be released without express written permission from the EDO. Additionally, all peer review-related inquiries from outside sources must be forwarded to Dr. Smith of the EDO; reviewers should not communicate with those inquiring about the review.

#### 5) Peer Review Rating & Recommendation

In addition to providing written comments, each reviewer will provide a separate comprehensive rating and recommendation utilizing the following format:

##### *RATING*

Please score each aspect of this set of chapters using the following rating system:

1 = Excellent; 2 = Very Good; 3 = Good; 4 = Fair; 5 = Poor

##### **Category**

##### **Rating**

Scientific soundness

\_\_\_\_\_

Degree to which conclusions are supported by the data

\_\_\_\_\_

Organization and clarity

\_\_\_\_\_

Cohesiveness of conclusions

\_\_\_\_\_

Conciseness

\_\_\_\_\_

Important to objectives of the Program

\_\_\_\_\_

**RECOMMENDATION****(Check One)**

Accept

☐

Accept with revisions

☐

Unacceptable

☐

**PLEASE NOTE:** If a peer reviewer checks “Accept with Revisions” or “Unacceptable,” that reviewer **must explicitly state** what changes would be required to change the recommendation to “Accept.” This is a critical step in ensuring the Program understands potential fatal flaws or major areas of revision that must be addressed before finalizing these documents and seeking Governance Committee approval.

**6) Peer Review and Peer Reviewer Identification**

It is the intention of the PRRIP that each individual peer review will be shared with the other members of the Peer Review Panel; members of the PRRIP Governance Committee (GC); members of the PRRIP Executive Director’s Office (EDO); members of relevant PRRIP Advisory Committees including the Technical Advisory Committee (TAC) and the Independent Scientific Advisory Committee (ISAC); and the public via a final package including, but not limited to, the peer reviewed and revised Wet Meadow Hydrology Report and the results of all individual peer reviews posted as a public document on the PRRIP website. *Individual Peer Reviewers may choose to remain anonymous unless they agree to share their identity and interact with (electronically and/or virtually) the other members of the PRRIP Peer Review Panel and relevant PRRIP entities including the TAC, ISAC, EDO, and GC.*



## 7) Peer Review Schedule

The general the schedule below provides guidance for conducting a 60-day peer review of the PRRIP Wet Meadow Hydrology Report:

Wet Meadow Hydrology Report Peer Review Process Tasks	Anticipated Completion Date
<b>Task 1 (TAC) – Request Peer Review of Wet Meadow Hydrology Report</b> <ul style="list-style-type: none"><li>Review Scope of Work – add/subtract/edit specific questions for peer reviewers, overall Charge to Panel</li><li>Review and approve Peer Review Panel (Smith [EDO] will work with Peer Reviewer Selection Panel to identify and recommend peer reviewers)</li><li>Transmit peer review request and Peer Review Panel members to GC for review and appointment</li></ul>	September 8, 2023
<b>Task 2 (GC) – Approve Peer Review / Appoint Peer Review Panel Members</b>	September 18, 2023
<b>Task 3 (Smith, EDO): Facilitate Peer Review</b> <ul style="list-style-type: none"><li>Secure signed contracts with all peer reviewers</li><li>Provide access to all materials needed for review to each peer reviewer</li><li>Virtual meeting with Peer Review Panel to coordinate review and answer clarifying questions</li></ul>	Beginning of October 2023 (and throughout peer review process)
<b>Task 4 (Peer Review Panel): Conduct Peer Review of Wet Meadow Hydrology Report</b> <ul style="list-style-type: none"><li>Smith (EDO) answers clarifying questions, as necessary</li><li>Peer reviewers provide written reviews to Smith (EDO)</li></ul>	November 30, 2023
<b>Task 5 (Smith, EDO): Respond to Peer Review</b> <ul style="list-style-type: none"><li>Work with EDO Staff to implement suggested changes or explain why changes are either inappropriate or not feasible at this time</li><li>Develop Peer Review Summary Report for TAC consideration, including written responses to each peer review comment and proposed changes/edits</li></ul>	December 2023-January 2024
<b>Task 6 (TAC): Evaluate Peer Review Summary Report</b> <ul style="list-style-type: none"><li>TAC meeting to discuss Peer Review Summary Report and proposed document changes/edits</li><li>Recommend additional changes/edits and finalize for review by Peer Review Panel</li></ul>	February 20-22, 2024 (2024 PRRIP Science Plan Reporting Session)
<b>Task 7 (Peer Review Panel): Evaluate Peer Review Summary Report</b> <ul style="list-style-type: none"><li>As warranted, elicit Peer Review Panel reaction (via electronic responses and/or virtual meeting) to proposed changes/responses to Wet Meadow Hydrology Report indicating acceptance or rejection of changes</li><li>Smith (EDO) coordinates</li></ul>	March 31, 2024
<b>Task 8 (TAC): Evaluate Reaction from Peer Review Panel</b> <ul style="list-style-type: none"><li>TAC meeting to discuss responses from Peer Review Panel and to recommend final changes to Wet Meadow Hydrology Report for GC consideration</li><li>EDO makes final changes to Wet Meadow Hydrology Report</li><li>Smith (EDO) prepares final Peer Review Package for GC</li></ul>	April-May 2024
<b>Task 9 (Smith, EDO): Present final Peer Review Package to GC</b> <ul style="list-style-type: none"><li>Review, discuss, and approve revised Wet Meadow Hydrology Report</li><li>Final report with integrated changes and Peer Review Summary Report included posted as public document on PRRIP website</li></ul>	June 2024



The extent and content of peer review comments may necessitate more time on the part of the Program in terms of fully addressing all peer review comments. **The goal is to seek final GC approval of the peer reviewed and revised PRRIP Wet Meadow Hydrology Report in June 2024.**

#### **8) Available Documentation**

Peer reviewers will be provided with the following information:

- This Peer Review Scope of Work, including the PRRIP Scientific Peer Review Guidelines.
- The Wet Meadow Hydrology Report.
- Access to all references cited in the Wet Meadow Hydrology Report.
- PRRIP Extension Science Plan.
- Additional information as requested by Peer Review Panel members – if a document is requested by one member, it will be transmitted to all members simultaneously.

#### **9) PRRIP Scientific Peer Review Guidelines**

See **Attachment A**, PRRIP Scientific Peer Review Guidelines.

# Appendix A – Peer Review Guidelines

## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

### SCIENTIFIC PEER-REVIEW GUIDELINES

These guidelines have been developed to provide a general process for peer-review of scientific documents during the Platte River Recovery Implementation Program (Program). Peer-reviews conducted during the Program will be conducted in accordance with “INSTRUCTIONS TO PEER-REVIEWERS” (Attachment A).

**WHAT IS PEER-REVIEW?** Scientific peer-review is a process by which technical experts provide unbiased comments, suggestions, and evaluation of the science and technology of proposals, study plans, reports of data analyses, and other documents. Peer-review provides evaluation of the technical quality and relevancy of a document in meeting objectives or in addressing hypotheses. Peer-review usually involves obtaining comments from appropriate technical experts (“peers”) who have no financial, supervisory, or familial relationship to the authors of the work. Peer-review is not an administrative review, nor does peer-review address political or other non-scientific features of a project or document.

Peer-review typically involves review by several technical experts in the appropriate subject area. By obtaining multiple, independent technical opinions, the peer-review process provides a means of evaluating the scientific soundness of a product, further minimizing introduction of bias or conflict of interest. The process of peer-review ultimately cannot insure that a document or product is without fault.

Peer-review should be an efficient process so that monitoring, research, publications, and other work can proceed in a timely manner. This process should be streamlined and not create a bottleneck of bureaucracy, delaying appropriate publications, fieldwork, data analyses, or modeling.

**WHY IS PEER-REVIEW NECESSARY?** Peer-review serves to strengthen a document, whether it is a study plan, proposal, or report, in several ways. A review can provide suggestions for improvements of the work. Experts typically suggest better approaches, more efficient methods, innovative approaches to analysis, and supporting data or literature. A document or plan that has been viewed as being sound, through peer-review, achieves improved credibility in the eyes of the scientific community. Peer-review enhances the reliability of a document, having been examined by peer-scientists. Where proposals or study plans are developed to address specific needs, peer-review can insure that the project serves the specific objectives of the program.

**WHEN WILL PEER-REVIEW BE USED?** The process described in this document may be used for products (proposals, plans, models, data, reports, protocols, etc.) funded by the Program or for other products essential to meeting Program milestones, but lacking adequate review. All



products relied upon by the Program that influence management decision may be subjected to the following peer review process at the discretion of the Governance Committee with advice from the Technical Advisory Committee or other advisory committees. For some products, however, a high level of scientific quality may be maintained by existing quality control and administrative review procedures, and peer review will be unnecessary.

**WHAT ARE THE PRIORITIES FOR PEER REVIEW?** The first priority for peer review are items identified for peer review in the 1997 Cooperative Agreement Milestones, which include all water depletion/accretion impact analyses, and all habitat and species monitoring and research activities. Proposals and protocols for new research and monitoring activities necessary for meeting Program milestones will receive the second priority for peer review. Third priority will be given to recent reports of completed studies considered essential to meeting Program milestones. Already peer-reviewed products will receive the lowest priority for peer review. Priorities may change depending on issues.

### ***PEER-REVIEW PROTOCOL***

1. The Executive Director will administer the peer-review process for the Governance Committee. The duties of the Executive Director are as follows:
  - a) Assemble Master List of potential reviewers with assistance from the standing advisory committees (Technical, Land, Water).
  - b) Select reviewers for each work product to be reviewed, and obtain approval of selected reviewers by the Governance Committee.
  - c) Handle all correspondence with reviewers.
  - d) Compile and transmit all relevant materials from reviews to Panel members for decision-making.
  - e) Coordinate revision of work product if needed.
  - f) Prepare, obtain approval from the Governance Committee, and administer budget for reviews.
  - g) Ensure the review process works in a timely and efficient manner.
2. The Governance Committee and its recognized advisory committees (Technical, Land, Water) identify the need for peer-review as requirements for proposals, studies, or reports arise. The requesting committee identifies each need for peer-review to the Executive Director (see figure below).
3. The Executive Director will determine priorities for peer review in keeping with the guidelines noted above, and develop budgets for peer review for approval by the Governance Committee. A Peer Review Working Group consisting of one member of the Governance Committee and one member from each of the Governance Committee's standing advisory committees (Technical, Land, Water) or other group as identified will assist the Executive Director in this effort. Budgets and priorities will be subject to the approval by the Governance Committee and may change as the Program evolves.
4. Reviewers meeting the standards outlined in these guidelines will conduct the peer-review.

5. When peer review is appropriate the Executive Director, in consultation with the Peer Review Working Group, will select three peer-reviewers from scientific areas appropriate to the subject or discipline of each request. The reviewers will conduct independent peer-reviews and send reviews to the Executive Director. According to the specific needs of each peer-review task, the reviewers could complete review of a single or group of related proposals, plans, or reports. A statistician will participate as a fourth reviewer when the subject or discipline includes experimental design and/or statistical analyses.
6. A list of qualified and willing experts will be assembled in a number of technical topic areas; reviewers will be carefully selected from this list to ensure reviewers are the most appropriate based on the subject matter being reviewed. The Executive Director will maintain a file with the resume and credentials of each peer-reviewer.
7. Criteria for peer-reviewers include:
  - a) No conflict of interest for or against the project document or its authors based on financial interest in the product or author(s), familial relationship with the author(s), personal bias for or against the institution or author(s), professional connection to the institution or author(s), organizational affiliation, or potential to be influenced by lobbying or other political pressure to produce a certain result or more work in the area of this product.
  - b) Expertise appropriate for the theme of the project or document(s).
  - c) The ability to complete a technical review in a reasonable time, as determined by the requesting committee.
  - d) Individuals will be selected from a diversity of institutions, including state, federal, local government, and non-governmental organizations for each project, while avoiding members from the same institution or agency as the author(s).
8. The committee requesting review, in conjunction with the Peer Review Working Group, will approve the Peer-review Panel. Objections regarding individuals must relate to the criteria outlined in number 7. The Governance Committee will resolve all conflicts.
9. An attempt will be made to obtain voluntary participation on Peer-review Panels without cost to the Governance Committee. A stipend or honorarium will be offered for review when necessary. The Governance Committee will approve an annual budget for peer-reviews.
10. The requesting advisory committee will prepare specific guidance for each review task. Suggested guidance includes an outline of the specific need for peer-review, the milestones or objectives to be addressed by the work, and other specific criteria for the document.

11. Reviewers shall provide written comment on the document(s) under review. Reviews will be conducted similar to the system and methods used by the National Science Foundation and major scientific journals and in accordance with the Proposal, Protocol and Study Plan Review Guidelines and Report Review Guidelines (see Attachment A).

12. Upon completion of the reviews, the Executive Director will:

- a) Prepare a package of material including all reviews and any relevant material,
- b) Distribute all material to requesting committee for a determination of action,
- c) If appropriate work with the requesting committee and author to make any needed revisions,
- d) Maintain a file of peer-reviews for each document, and
- e) Provide a summary of items a-c to the Governance Committee for approval.

13. The peer-review process does not determine the approval or disapproval of the activity associated with the request (funding a study, use of data or analytical results, publication of a report, etc.). Peer reviews may not be definitive (i.e., there may be disagreement among reviewers). The Committee seeking the review may or may not have the authority to approve the review; however, at a minimum, it is responsible for transferring the review summary and document(s) to the Governance Committee, who will have final authority to approve the review.

#### ***DOCUMENTATION OF PEER-REVIEW CONDUCTED OUTSIDE THE PROGRAM***

There will likely be cases where the Program will benefit from models, data, analyses, or conclusions drawn by projects developed in the past or ongoing, but supported by institutions outside the oversight of the Program. The committee requiring the information will determine the need for peer-review of these products.

There is no intent to duplicate the peer-review conducted by others. Scientific journals typically conduct their own peer-review. Most major journals have high-quality peer-review that is universally accepted. Scientists are encouraged to publish their findings in the peer-reviewed scientific literature whenever possible and appropriate. In most instances this level of peer review is considered adequate for the purposes of the Program.

Institutions and agencies may administer their own peer-review process for study plans and reports. In using the models, data, or conclusions (reports) from studies not funded by the Program, the appropriate advisory committee is responsible for determining if additional peer-review is necessary. In making the decision regarding the need for peer-review it may be helpful to document an institution's peer-review process for the project or report. With the assistance of the appropriate advisory committee, it may be useful to consider the following information on alternative peer-review processes when available:

- I. Title of Study / Project / Report:
- II. Type of Work: ☐ report ☐ study plan/proposal ☐ model ☐ other (specify)
- III. Principal Investigators: name, address, phone number, and e-mail
- IV. Source of financial support for project / report:

- V. Peer-Review Documentation
  - A. Names / Institutions of peer-reviewers (may have been anonymous)
  - B. Brief Description of the peer-review process:
  - C. Were revisions made to the project/report in response to reviewers' comments?

## **ATTACHMENT A**

### **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

#### **INSTRUCTIONS TO PEER-REVIEWERS**

Thank you for agreeing to review this product. The following is a summary of expectations for peer-review and the topics that we wish each peer-reviewer to address.

#### **A. INDEPENDENCE OF A PEER-REVIEW**

Peer-review must provide an unbiased opinion of the scientific quality of a product (proposal, report, data, map, etc.) by individuals who are independent from the authors and external to them and their institution. A review must be independent of various types of conflicts of interest with the author(s) and with the product under review. The Platte River Recovery Implementation Program (Program) places considerable reliance on the objectivity, integrity, and professionalism of each peer-reviewer to provide technical opinion of each product without bias or conflict of interest.

Please review each question about your bias or independence. Your peer-review will be anonymous to the author unless you choose to share it. Your review will be held in the file for the Program as documentation of the peer-review process for this product.

**YOUR CONSIDERATIONS SHOULD INCLUDE THE FOLLOWING FACTORS THAT COULD LEAD TO BIAS OR CONFLICT OF INTEREST:**

- financial interest in the product or the author(s);
- familial relationship with the author(s);
- bias, for personal reasons, for or against the author(s) or institutions of this product;
- professional connection (current or former: student or advisor, supervisor or supervised, employer, etc.) to the author(s) or the institution of this product;
- organizational affiliation (same agency, department, organization, business, etc.);
- impacts of lobbying or political pressure exerted by persons looking for a particular result or more work in the area of this product;

**IF YOU FEEL THAT YOU CANNOT PROVIDE AN UNBIASED REVIEW, PLEASE DO NOT REVIEW THIS PRODUCT AND IMMEDIATELY RETURN THE DOCUMENT TO THE PROGRAM'S EXECUTIVE DIRECTOR.**

## **B. PROPOSAL, PROTOCOL, AND STUDY PLAN REVIEW GUIDELINES**

**CONFIDENTIALITY** - The enclosed product is a privileged communication. Please do not show it to anyone or discuss it, except to solicit assistance with a technical point. Your review and your recommendation should also be considered confidential.

**TIMELINESS** - In fairness to the author(s) and the needs of the Program, please return your review within \_\_\_\_ days. If it seems likely that you will be unable to meet this deadline, please return the product immediately or contact the Executive Director.

**CONFLICTS OF INTEREST** - Please review the “Independence of a Peer-review”. If you feel that you might have difficulty writing an objective review, please return this material immediately, without reviewing it. If your previous or present connection with the author(s) or their institution(s) might be construed as creating a conflict of interest, but no actual conflict exists, please discuss this issue in the cover letter that accompanies your review.

### **YOUR REVIEW SHOULD ADDRESS THE FOLLOWING:**

Please provide comments on separate sheets of paper. Support your comments with specific evidence from the text.

Do the objectives/hypotheses appropriately address the needs that have been identified for the Program? Are they scientifically sound, testable, and appropriate given the type or precision of the data available?

Is the design of the study scientifically sound? Is it technically and statistically appropriate for addressing the goals and objectives of the project? Is the reasoning behind the design based on generally accepted scientific principles?

Are the methods and experimental design appropriate in scale, timing, geographic scope, and precision for addressing the objectives? Are the measurements appropriate for addressing objectives?

Are plans for data analysis sound and likely to address the objectives?

Are the authors and their institutions well qualified, with appropriate facilities, to conduct the work?

Are the proposed time frame, personnel, and budget appropriate for conducting the work?

Will the products meet the needs identified?

### **C. REPORT REVIEW GUIDELINES**

**CONFIDENTIALITY** - The enclosed manuscript is a privileged communication. Please do not show it to anyone or discuss it, except to solicit assistance with a technical point. Your review and your recommendation should also be considered confidential.

**TIMELINESS** - In fairness to the author(s) and to the needs of the Program, please return your review within \_\_ days. If it seems likely that you will be unable to meet this deadline, please return the manuscript immediately or contact the Executive Director.

**CONFLICTS OF INTEREST** - Please review the “Independence of a Peer-Review” above. If you feel you might have any difficulty writing an objective review, please return the manuscript immediately, un-reviewed. If your previous or present connection with the author(s) or an author’s institution might be construed as creating a conflict of interest, but no actual conflict exists, please discuss this issue in the cover letter that accompanies your review.

#### **YOUR REVIEW SHOULD ADDRESS THE FOLLOWING:**

What is the major contribution of this document? What are its major strengths and weaknesses, and its suitability for publication and/or use by the Program? Are conclusions based on sound scientific methods and reasoning? Please include both general and specific comments bearing on these questions and emphasize your most significant points.

General Comments:

1. Scientific soundness
2. Organization and clarity
3. Conciseness
4. Degree to which conclusions are supported by the data
5. Cohesiveness of conclusions

Specific Comments:

Please support your general comments with specific evidence and literature. You may write directly on the manuscript, but please summarize your handwritten remarks separately. Comment on any of the following matters that significantly affected your opinion of the manuscript:

1. Presentation: Is a tightly reasoned argument evident throughout? Does the manuscript wander from the central purpose?
2. Methods: Are they appropriate? Current? Described clearly and with sufficient detail so that someone else could repeat the work?
3. Data presentation: When results are stated in the text of the manuscript, can you easily verify them by examining tables and figures? Are any of the results counterintuitive? Are all tables and figures clearly labeled? Well planned? Too complex? Necessary?



4. Statistical design and analyses: Are they appropriate and correct? Can the reader readily discern which measurements or observations are independent of which other measurements or observations? Are replicates correctly identified? Are significance statements justified?
5. Conclusions: Has the author(s) drawn conclusions from insufficient evidence? Are the interpretations of the data logical, reasonable, and based on the application of relevant and generally accepted scientific principles? Has the author(s) overlooked alternative hypotheses?
6. Errors: Point out any errors in technique, fact, calculation, interpretation, or style.
7. Citations: Are all (and only) pertinent references cited? Are they provided for all assertions of fact not supported by the data in the manuscript?

#### **D. FAIRNESS AND OBJECTIVITY**

If the research reported in this paper is flawed, criticize the science, not the scientist. Harsh words in a review will cause the reader to doubt your objectivity; as a result, your criticisms will be rejected, even if they are correct!

Comments should show that:

1. You have read the entire manuscript carefully,
2. Your criticisms are objective and correct, and are not merely differences of opinion, and are intended to assist the author in improving the manuscript, and
3. You are qualified to provide an expert opinion about the research reported in this manuscript.

#### **E. ANONYMITY**

You may sign your review if you wish. If you choose to remain anonymous, avoid comments to the authors that may serve as clues to your identity, and do not use paper that bears the watermark of your institution.

#### **RATING:**

Please score each aspect of this manuscript using the following rating system: 1=excellent, 2=very good, 3=good, 4=fair, 5=poor.

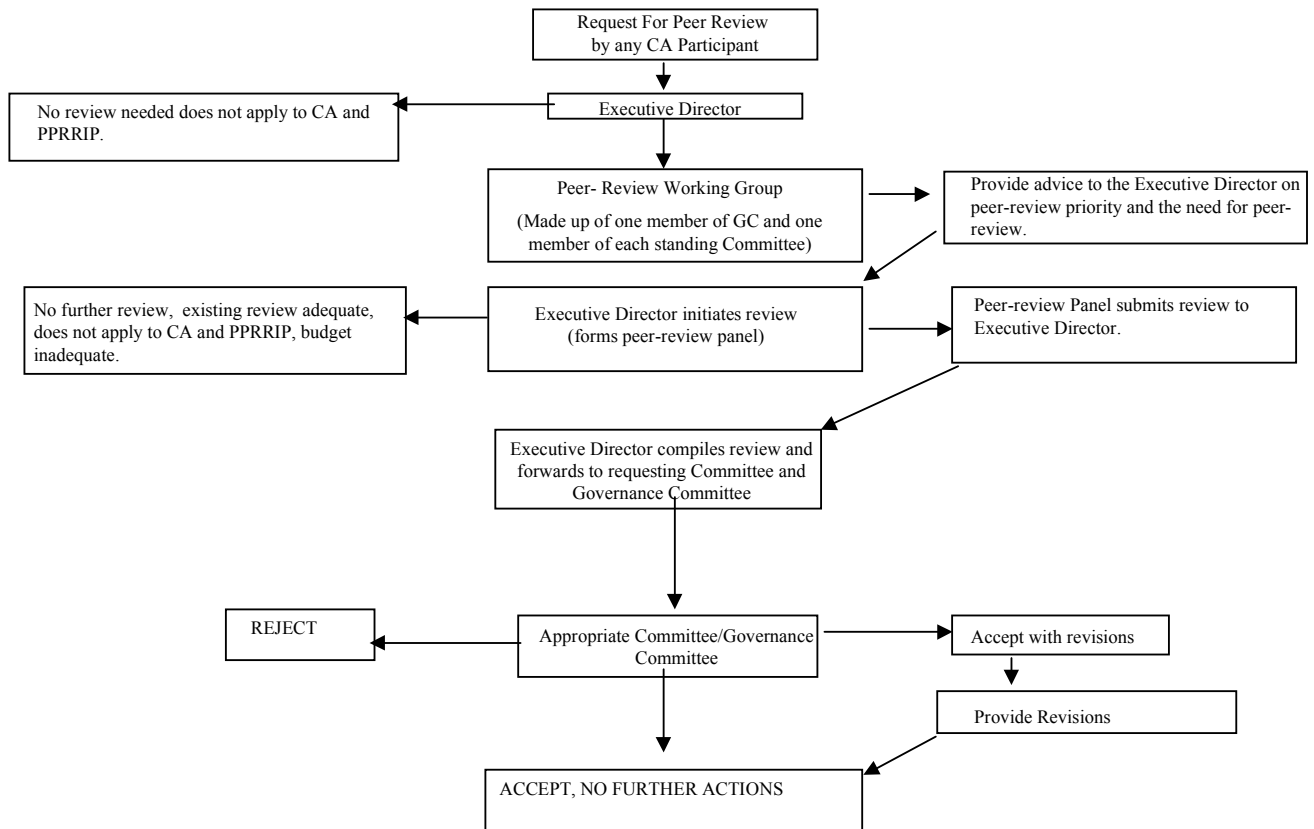
	Rating
Scientific soundness	_____
Degree to which conclusions are supported by the data	_____
Organization and clarity	_____
Cohesiveness of conclusions	_____
Conciseness	_____
Importance to objectives of the Program	_____
(For use by internal review panel only)	

#### **RECOMMENDATION**

(check one)

Accept	_____
Accept after revision	_____
Unacceptable	_____

**Peer-Review Sequence Platte River Cooperative Agreement (CA) and  
Proposed Platte River Recovery Implementation Program (PPRRIP)**





**EXHIBIT B**  
**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**  
**Certification Regarding Lobbying**

The undersigned certifies, on behalf of the Consultant, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Consultant with respect to the federal grant or cooperative agreement under which the Consultant is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**FOR THE CONSULTANT:**

\_\_\_\_\_  
CONSULTANT NAME

\_\_\_\_\_  
Date



## EXHIBIT C

### PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

#### PRRIP Conflict of Interest Form – Peer Reviewers

The PRRIP developed guidance for Peer Reviewers regarding the avoidance of conflicts of interest in accordance with the Scientific Peer Review Guidelines (Adaptive Management Plan, Appendix A) contained in the PRRIP Final Program Document. PRRIP Peer Reviewers must provide an unbiased opinion of the scientific quality of a product (proposal, report, data, map, etc.) by individuals who are independent from the authors and external to them, the Program as a whole, and/or the authors' institution/entity. A review must be independent of various types of conflicts of interest with the author(s) and with the product under review. The PRRIP places considerable reliance on the objectivity, integrity, and professionalism of each Peer Reviewer to provide the technical opinion of each product without bias or conflict of interest.

When evaluating the potential for any conflicts of interest, all PRRIP Peer Reviewers should consider the following factors that could lead to bias or conflict of interest:

- Financial interest in the product or the author(s);
- Familial relationship with the author(s);
- Bias, for personal reasons, for or against the author(s) or institutions of this product;
- Professional connection (current or former: student or advisor, supervisor or supervised, employer, etc.) to the author(s) or the institution of this product;
- Organizational affiliation (same agency, department, organization, business, etc.);
- Impacts of lobbying or political pressure exerted by persons looking for a particular result or more work in the area of this product; and
- Has conducted, is conducting, or intends to conduct work for or on behalf of the Program, or work that directly overlaps with Program scientific and technical priorities, or work with the author(s), which could result in a Peer Reviewer commenting on her/his own work product(s).

As a proposed Peer Reviewer, I hereby state that I do not have any conflicts of interest with the Platte River Recovery Implementation Program as outlined above and (if necessary) explained on the following page. I can serve effectively as a PRRIP Peer Reviewer without any financial, familial, personal, or professional bias and can complete an independent review of the PRRIP document as directed in the associated Scope of Work.

#### FOR THE CONSULTANT:

\_\_\_\_\_  
CONSULTANT NAME

\_\_\_\_\_  
Date