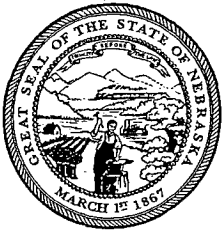


CPNRD / Dept.

Sketch No: 73-507(2)(P)



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES
Roger K. Patterson
Director

July 6, 2005

IN REPLY TO:

Central Platte Natural Resources District
Ron Bishop, Manager
215 North Kaufman Avenue
Grand Island, NE 68803-4915

Dear Mr. Bishop

Enclosed is a Central Platte Natural Resources District's original, fully executed Memorandum of Agreement. Please retain this for your records.

Sincerely,

A handwritten signature in cursive script, appearing to read "A. D. Diers".

Ann D. Diers

Enclosure

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES
AND
THE CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

This Memorandum of Agreement is entered into by the State of Nebraska, Department of Natural Resources (the Department) and the Central Platte Natural Resources District (the District).

Whereas, the State of Nebraska adopted comprehensive legislation, including but not limited to the Ground Water Management and Protection Act (Act), which became effective in July of 2004, and

Whereas, in administering the Act the Department has need of assistance in duties related to developing large scale maps of hydraulic conductivity, specific yield and transmissivity of principal aquifers for specific areas, and

Whereas, the Department has obtained a Service Agreement with the Board of Regents, University of Nebraska, Nebraska Water Center (the Service Agreement), which requires the development of such maps, and

Whereas, the District has staff who are able to assist in development of those maps and completion of the Service Agreement.

Now, therefore, the District and the Department agree as follows:

1. Term

This agreement shall be for a term commencing March 15, 2005 and continuing through September 30, 2005 unless terminated: a) without cause by either party upon delivery to the other party of thirty (30) days prior written notice, or b) upon final completion of all services required to be performed by the Center and payment by the Department pursuant to terms of this agreement.

2. Scope of Service / Work Product

The District shall provide a staff person, Larry Cast, who will serve as part of a team under the Service Agreement, that will: 1) use available Conservation and Survey Division test hole data to develop detailed large-scale maps of hydraulic conductivity, specific yield, and transmissivity of principal aquifer(s), 2) Identify and map known boundary conditions, and 3) Identify and map any known sections of perennial streams not in hydraulic connection with principal aquifer(s). The work shall encompass all lands

within the following basins within the state: Niobrara Basin east of the area of the Upper Niobrara White NRD designated in a Department Order dated November 3, 2004, as fully appropriated, Missouri Basin, including related tributaries, limited to that part of the Basin within the boundaries of the State of Nebraska, Nemaha Basin, Blue River Basin, Little Blue River Basin, Elkhorn River Basin, and Loup River Basin.

All writings, computerized databases, databases in hard copy, maps, or other graphical representations prepared by the District as part of this Agreement are and shall be delivered to the Department no later than the date of termination of this Agreement. The District is authorized to use the work product for further research and publication, provided that the results of any further research and all publications will be made available to the Department in advance, and no information will be released to the public or anyone not directly involved in performing services for the project without the prior written permission of the Department.

3. Compensation

The Department shall pay the District up to \$4,000.00 based upon up to 200 hours at \$20 per hour for the person assigned to this project, Larry Cast. An additional amount up to \$300.00 may be charged for clerical/administrative assistance and supplies for Larry Cast. The District will maintain time and expense records and the records, and shall submit such records to the Department for payment on a monthly basis. The District agrees that such records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The Department shall have the right to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the Department to recover excessive or improper payments.

4. Independent Contractor

The District is and shall perform this Agreement as an independent contractor and as such shall have exclusive control and direction over all its employees, agents and operation. Neither the District nor any person employed by the District shall act, propose to act, or be deemed the Department's agent, representative, employee or servant. The District assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.

5. Indemnification

The District shall indemnify the Department from and against all claims, demands, suits, actions, payments and judgments arising from personal injuries or other claims brought or recovered against the Department as a result of any negligent act or omission of the District or persons employed by the District in the execution of the work under this Agreement.

6. Amendment

This Agreement may be amended by written agreement signed by all parties.

7. Notices

Any notices pursuant to this agreement shall be sent to:

Nebraska Department of Natural Resources
301 Centennial Mall South
4th Floor, Nebraska State Office Building
P.O. Box 94676
Lincoln, NE 68509-4676
Attention: Supervisor, Planning and Assistance Division

Central Platte Natural Resources District
215 North Kaufman Avenue
Grand Island, Nebraska 68803-4915

8. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act. (Neb. Rev. Stat. Sections 81-8,302 through 81-8,306.

9. Drug Free Work Place Policy.

The District certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The District agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

10. Technology Access.

The District agrees to ensure compliance with Nebraska Technology Access Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

11. Fair Employment Practices.

The District agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (Neb. Rev. Stat. Sections 48-1101 through 48-1125).

12. Conflict of Interest.

The District warrants that its board members, officers, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement. The District shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations. The existence of any conflict of interest shall render this Agreement voidable by the Department.

IN WITNESS WHEREOF, the District and the Department have signed this Agreement the 29th day of June, 2005.

Central Platte Natural Resources
District



Ron Bishop District Manager

Nebraska Department of Natural
Resources



Roger K. Patterson

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL



DATE

7/3/05