

Tri-Basin - Stream-Catch

Ann Diers

From: Ann Diers [adiers@dnr.state.ne.us]
Sent: Friday, June 17, 2005 12:48 PM
To: Guy Lindeman (glindeman@dnr.state.ne.us)
Subject: Stream Gaging Agreement

Guy:

Attached is the redraft of the Agreement we discussed this morning. Please review it and let me know if you have any questions. Several of the paragraphs are new, and are required in all state contracts.

As we discussed, I left the dollar amount at \$11,000 (you indicated that may need to be revised before you send it out).

If Tri-Basin is okay with the Agreement, you should have them print two originals, sign both, then send them in. At that point, we can obtain Roger's signature on both, and forward one fully executed original back to Tri-Basin.

Andrea Kessler should get all originals of Department contracts, so that we keep proper records of them. I will also want to be sure to get a copy of the final signed document.

I will bring your file back to you.

Ann

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6/17/2005

STREAM GAGING AGREEMENT

The Nebraska Department of Natural Resources, (hereinafter referred to as the “DNR”) and the Tri-Basin Natural Resources District, (hereinafter referred to as “District”), do mutually covenant and agree to the following:

1. The District hereby agrees to pay DNR the cost of purchasing stream gaging equipment to operate two gaging stations. The DNR will purchase the equipment and submit purchase documentation to the District for payment. The total cost will not exceed eleven thousand (\$11,000) dollars.
2. The DNR agrees to utilize all of the equipment provided by the District pursuant to paragraph 1, above, to engage in stream gaging operations at the following locations:
 - a. Turkey Creek near Edison in the SW1/4 SE1/4 of Section 36, Township 5 North, Range 22 West of the 6th P.M., Gosper County, NE.
 - b. Muddy Creek near Arapahoe in the SE1/4 SW1/4 of Section 32, Township 5 North, Range 23 West of the 6 P.M., Gosper County, NE.
3. The District agrees to secure access rights to locate, operate and maintain the gages at the locations above for the term of this Agreement. DNR agrees to construct, operate, and maintain the stream gaging stations. DNR will be held harmless for any damage to property, real or personal, as a result of the location, construction, operation and maintenance of the stream gaging stations at the above sites.
4. The District understands that operations may, from time to time, be interrupted for reasons beyond the control of the DNR. The District agrees to hold the DNR harmless for any such interruptions in gage operations that are less than 120 consecutive days in duration.
5. The equipment will be the property of DNR. DNR agrees to maintain said equipment in a state of good repair and to replace or repair all equipment that fails.
6. DNR agrees to share all data and information gathered, recorded or otherwise acquired through the operation of the stream gaging activities. DNR will determine mean daily discharges for each water year and provide this record to the District by June 1 of the following year. DNR will also furnish other information upon written request of the District, if practical within the normal scope of keeping stream gage data.
7. This Agreement may be altered, modified or amended only upon written agreement of all parties.

8. This Agreement shall be for a term of five years, commencing the date of the last signature below. The parties may by agreement renew this Agreement for additional five year periods by written amendment signed by both parties. The existence of said right of renewal does not create an obligation on the part of the Department to renew said Agreement nor create an expectation by the District that said Agreement will be renewed.
9. The parties may terminate this Agreement at any time upon the written agreement of the parties, provided, that in the event of termination, DNR may dismantle and remove all of its equipment from the site.
10. All of the DNR's commitments pursuant to this Agreement are subject to the availability of funds. In the event the DNR is subject to a funding limitation, it will notify the District of such funding limitation within a reasonable time.
11. 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.
12. Drug Free Work Place Policy. District certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. District agrees to provide a copy of its drug free workplace policy at any time upon request by the DNR.
13. District agrees to ensure compliance with Nebraska Technology Access Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>
14. Fair Employment Practices. 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).
15. Conflict of Interest. 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. 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 DNR.
16. The date to commence operation of the stream gaging station is no later than October 1, 2005.

Signature Page to Stream Gaging Agreement

Tri-Basin NRD

Date

DNR

Date