

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 identified and set forth on the attached "List A". The attached "List A" is fully incorporated herein and made a part of this agreement. The DNR will purchase the items indicated on "List A" and submit purchase documentation to the District for payment. The total cost will not exceed twelve thousand (\$12,000) dollars.
2. The DNR agrees to utilize all of the supplies provided to it by the District as set forth above, to engage in stream gaging operations at the following locations:
 - a. North Dry Creek near Kearney, USGS station number 06770195 located in the SE1/4SW1/4 of Section 22, Township 8 North, Range 16 West of the 6th P.M., Kearney County, NE.
 - b. Fort Kearney Slough near Newark, USGS station number 06770240 located in the SE1/4SE1/4 of Section 22, Township 8 North, Range 15 West of the 6th P.M., Kearney County, NE.
3. The District agrees to secure access rights to locate, operate and maintain the gages at the locations above. 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 as a result of securing said access rights.
4. This will be a joint operation, with both parties making measurements and collecting data. Neither party shall be held liable against the other for loss of life, injury, or damages as a result of the activities of either party at the site.
5. 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 less than 120 days.
6. 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.
7. The parties mutually agree to share with each other 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 year and provide this record to the District by June 1 of the following year. DNR will also

furnish other information upon request, if practical within the normal scope of keeping stream gage data.

8. This agreement may be altered, modified or amended only upon written agreement of all parties.
9. This agreement can be terminated by either party after a minimum of six years of operation, or upon the written agreement of all parties at any time.
10. Nebraska law shall govern the interpretation and enforcement of this agreement.
11. The effective date for starting operation is October 1, 2003.

Bradley Jender
Tri-Basin NFD

9-10-03
Date

Robert Patton
DNR

Date

APPROVED

AS TO FORM & CONTENT
BY DNR LEGAL COUNSEL

D. J. [Signature] DATE 8/29/03

LIST A

EQUIPMENT FOR
North Dry Creek near Kearney & Fort Kearney Slough near Newark

North Dry Creek near Kearney, 06770195

<u>ITEM</u>	<u>MODEL</u>	<u>PART NO.</u>	<u>APPROX. COST</u>
1. ISCO flowmeter	4230	68-4230-002	\$3,600
2. Power cable for 4200		SPA-921	\$60
3. 2400 baud modem for 4200		68-4230-002	\$600
4. Power system with accessories		various	\$150
5. USGS wire weight reference gage Model 8500			\$850
6. Material for equipment shelter			\$250
Total			\$5,510 + shipping


Fort Kearney Slough near Newark, 06770240

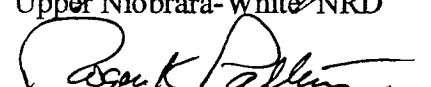
1. ISCO flowmeter	4230	68-4230-002	\$3,600
2. Power cable for 4200		SPA-921	\$60
3. 2400 baud modem for 4200		68-4230-002	\$600
4. Power system with accessories		various	\$150
5. Material for equipment shelter			\$250
Total			\$4,660 + shipping
Grand total	\$10,170 + shipping		

STREAM GAGING AGREEMENT

The Nebraska Department of Natural Resources, (hereinafter referred to as the "DNR") and the Upper Niobrara-White 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. The DNR will purchase the equipment and submit purchase documentation to the District for payment. The total cost will not exceed five thousand (\$5,000) dollars.
2. The DNR agrees to utilize all of the supplies provided to it by the District as set forth above, to engage in operation of a stream gaging station on the Niobrara River near Gordon at the following location: NE1/4 of Section 26, Township 31 North, Range 42 West, Sheridan County, NE, 4 miles downstream of Rush Creek and 11 miles south of Gordon.
3. The District agrees to secure access rights to locate, operate and maintain the gage at the location above. 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 station at the above site as a result of securing said access rights. Neither party shall be held liable against the other for loss of life, injury, or damages as a result of the activities of either party at the site.
4. DNR will operate the gage and maintain a record of gage height. DNR will not determine a record of discharge for publication, but will furnish gage height record or other information upon request, if practical within the normal scope of keeping stream gaging data.
5. 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 less than 120 days.
6. 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.
8. This agreement may be altered, modified or amended only upon written agreement of all parties.
9. This agreement may be terminated by either party after a minimum of six years of operation, or upon the written agreement of all parties at any time.
10. Nebraska law shall govern the interpretation and enforcement of this agreement.
11. The effective date for starting operation is May 1, 2004.

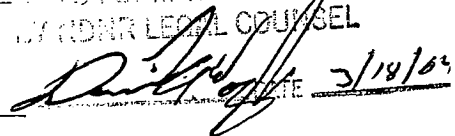

 Superintendent
 Upper Niobrara-White NRD


 Robert K. Pallen
 DNR

3/25/04
 Date

3/18/04
 Date

APPROVED
 AS TO FORM & CONTENT
 BY DNR LEGAL COUNSEL


 DATE 3/18/04