

Agreement
Between
the Nebraska Department of Natural Resources
and
Board of Regents, University of Nebraska,
University of Nebraska – Lincoln
School of Natural Resources

This agreement (“the Agreement”) is made and entered into by the Nebraska Department of Natural Resources, hereinafter known as NDNR, and the Board of Regents, University of Nebraska-Lincoln, School of Natural Resources, hereinafter known as the University.

Whereas, the State of Nebraska adopted comprehensive legislation, including but not limited to the Ground Water Management and Protection Act, and

Whereas the NDNR is in need of assistance in the form of research, analysis, reports, and consultation relating to implementing certain aspects of the Ground Water Management and Protection Act and other aspects of the legislation and NDNR functions relating to same, and

Whereas the type of assistance needed includes research that can help the agency document and understand the complex behavior and response of river systems to riparian vegetation removal.

Whereas the University is able to meet research needs of NDNR in relation to those topics through a project entitled “*Riparian Vegetation Impacts on Water Quantity, Quality and Stream Ecology*”.

Now, therefore, the parties hereby mutually agree as follows:

1. Term

This Agreement shall be for a term commencing on April 4, 2008 and continuing thereafter until June 30, 2010 unless terminated: a) without cause by either party upon delivery to the other party of thirty (30) days prior written notice, b) with cause immediately upon written notice, or c) upon final completion of all services required to be performed by the University pursuant to the terms of this Agreement. Prior to June 30, 2010 the parties may extend the Agreement by written amendment signed by all parties. The existence of said right of extension does not create an obligation on the part of the NDNR to extend the Agreement nor create an expectation by the University that the Agreement will be renewed.

Amendment #1
to
Attachment #1
Of Agreement Between the Nebraska Department of Natural Resources
And
Board of Regents, University of Nebraska
University of Nebraska – Lincoln, School of Natural Resources

Attachment #1 to the Agreement entered into by the Nebraska Department of Natural Resources and the Board of Regents, University of Nebraska-Lincoln School of Natural Resources for the project "*Riparian Vegetation Impacts on Water Quantity, Quality, and Stream Ecology*", is hereby amended as follows:

Column C #7 of the Year One Budget shall be amended from \$113,242 to \$94,470
Column E #7 of the Year One Budget shall be amended from \$113,242 to \$94,470
Column C#18 of the Year One Budget shall be amended from \$127,913 to \$109,142
Column F#18 of the Year One Budget shall be amended from \$357,403 to \$338,632


Column C#7 of the Year Two Budget shall be amended from \$100,800 to \$88,548
Column E#7 of the Year Two Budget shall be amended from \$100,800 to \$88,548
Column C#18 of the Year Two Budget shall be amended from \$114,300 to \$102,048
Column F#18 of the Year Two Budget shall be amended from \$318,770 to \$306,518

Column C#7 of the Summary Budget shall be amended from \$214,041 to \$183,018
Column E#7 of the Summary Budget shall be amended from \$214,041 to \$183,018
Column C#18 of the Summary Budget shall be amended from \$242,213 to \$211,190
Column F#18 of the Summary Budget shall be amended from \$676,173 to \$645,150

For the Page titled "Partners" the University of Nebraska row shall be amended to read: "\$211,190 to \$484,213".

Nebraska Department of Natural
Resources

Board of Regents, University of
Nebraska-Lincoln


Brian Dunnigan, P.E., Acting Director
Nebraska Department of Natural Resources


Jeanne Wicks, Director
Office of Sponsored Programs

6/30/08
Date

Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 6/27/08

2. Scope of Service

- A. Services: All services to be performed pursuant to this Agreement shall be performed in conformance with the work outlined in the Nebraska Environmental Trust Fund grant application attached to the Agreement (Attachment 1). The amendments to the original application are to the budget only and were made in order to correct errors in the original application. The amendments are noted in the budgetary section of Amendment #1
- B. Project Schedule: The University shall commence its work in accordance with the scope of work and shall meet all deadlines, completion dates, and timelines specified in the Scope of Work. The University agrees to participate in and attend, in person or by telephone, meetings as necessary, with the NDNR in Lincoln, for the purpose of discussing the agreement and its progress. The University will, at each meeting, present a brief report on the status of any outstanding work and its recommended work plan for the future.
- C. Project Delays: In the event there are delays to the schedule specified in any work undertaken on the Project that are beyond the University's control, the parties shall mutually agree to adjust the schedule in writing to accommodate such delays. The University shall make reasonable efforts to avoid delays and to complete all Service in a professional and timely manner.
- D. Project Manager: The NDNR and the University shall designate a person as the University's Project Manager to direct work and to coordinate the University's work with any other participating entities. Communications shall be through the project manager and the NDNR Contract coordinator who shall be Steve Gaul.

3. Compensation

The NDNR shall pay, contingent upon the same amounts being received from a Nebraska Environmental Trust grant, the following amounts: up to \$224,490 in fiscal year one (April 3, 2008 to June 30, 2009) and up to \$199,470 in fiscal year two (July 1, 2009 to June 30, 2010). The NDNR shall also contribute an additional \$5,000 from non Environmental Trust sources in fiscal year one, and an additional \$5,000 in fiscal year 2. Therefore total reimbursement from all sources shall be no more than \$433,960.

- A. The University may be reimbursed for any actual expenses and costs incurred by the University in performance of the Agreement. Reimbursement rates shall be in accordance with the State of Nebraska

Accounting System Manual. Billings shall include the name, address, and federal tax identification number of the vendor and an itemized list of services or goods and the dates over which services occurred. Costs to be reimbursed will be listed by the budget categories found on the Environmental Trust application provided as Attachment #1 to this agreement.

- B. Compensation payments shall be made by the NDNR no more frequently than on a quarterly basis following submission by the University of a dated statement including description of services, budget category of service, and amount by budget category. Summary amounts by budget category shall be the same as the application budget summary found in Attachment 1 to this document. It is understood that NDNR will be submitting bills the Nebraska Environmental Trust by 30 days following the end of each quarter. Department requests for payment shall be tied to a specific quarterly report as detailed in #5 of the Agreement and shall be submitted by no later than 15 days following the end of the quarter (June 30, September 30, December 31 and March 31) in order to allow the NDNR to place the information in its quarterly report to the Environmental Trust.
- C. The University will maintain expenditure records. Those records shall be subject to inspection by the NDNR and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The NDNR shall have the right to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the NDNR to recover excessive or improper payments.
- D. The University will indicate in writing the submission of its final billing. Billings for work during the term of the agreement must be received within 90 days of the end of the term of the Agreement in order to be eligible for payment.

4. Rights in Data

All writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, data bases in hard copy, drawings, specifications, designs, reports, photographs, and other graphical representations (hereinafter referred to as "Data") prepared by the University hereunder are and shall be the property of the University. The University shall grant to NDNR a non-exclusive, royalty free, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes.

5. Publication

In keeping with its educational research mission, the University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research or to use such in any way for its own internal

purposes. The University shall furnish the NDNR with a copy of any proposed publication or release of information at least thirty (30) days in advance of the submission of such proposed publication or release of information to a journal, editor or other third party. Within this thirty (30) day period, the NDNR may request the University, in writing, to delay such proposed publication or release of information for an additional sixty (60) days in order to protect NDNR Confidential Information and the potential patentability of any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

6. Deliverables

The University shall provide the NDNR with the following deliverables as evidence of project progress and completion. All deliverables shall be geared to fulfilling the attached scope of work as detailed in Attachment #1.

- A) A final project report that summarizes all findings, provides detailed information and notes how project data can be accessed
- B) Evidence of peer reviewed scientific papers on the project and evidence of presentations at conferences and workshops
- C) Evidence of a first-order model based estimation of impacts of vegetation removal within riparian zones
- D) Evidence of analysis of impacts of vegetation removal on water quality, geomorphologic, and hydrologic parameters.
- E) A tool to assist understanding and prediction of hydrologic impacts of riparian invasive species removal
- F) Quarterly reports – Reporting quarters shall end on September 30, December 31, March 31, and June 30. Within 15 days following the end of each quarter the University shall provide NDNR with evidence of progress on the project including data collected, presentations made, and educational materials produced. This shall include a narrative description of all project activities, participants, outcomes, and variance and deviations from the project application provided as Attachment #1 to the Agreement. The quarterly report shall also provide any in-kind contributions and their value as well as the information noted under 3 C.

7. Personnel

The University shall provide professional and technical personnel to perform the services required for the task orders, subject to prior approval of the NDNR. The Department reserves the right to change its Project Manager upon notice to, and approval by, NDNR. The University will, with the prior approval of the specific NDNR personnel as may be noted in the Plan of Study, determine personnel to perform the Services.

8. Equipment, Material and Personnel

The University shall provide and maintain adequate support materials and equipment to permit timely completion of all services and shall use materials which are in conformance with existing federal, state, and local laws and ordinances.

9. Amendments

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

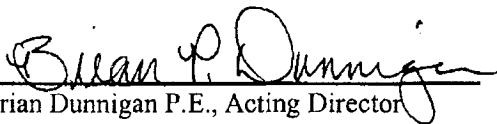
10. Notices

Any notices required pursuant to this agreement shall be sent to:

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

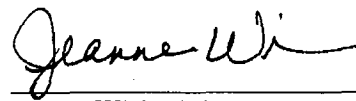
University of Nebraska-Lincoln
Jeanne Wicks, Director
Office of Sponsored Programs
312 N. 14th Street, Alex West
University of Nebraska-Lincoln
Lincoln, Nebraska 68588-0430

Nebraska Department of Natural
Resources


Brian Dunnigan P.E., Acting Director
Nebraska Department of Natural Resources

5/05/08
Date

Board of Regents, University
of Nebraska-Lincoln


Jeanne Wicks, Director
Office of Sponsored Programs

4.29.8
Date

APPROVED
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL
JEA DATE 5/5/08