

Service Agreement  
Between  
the Nebraska Department of Natural Resources  
and  
Board of Regents, University of Nebraska,  
Department of Biological Systems Engineering

This service agreement ("the Agreement") is made and entered into by the Nebraska Department of Natural Resources, hereinafter known as NDNR, and the University of Nebraska Department of Biological Systems Engineering, hereinafter known as the Department.

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 quantify evaporation, crop evapotranspiration, and water balance, and

Whereas the Department of Biological Systems Engineering is able to meet research needs of NDNR in relation to those topics,

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, 2011 unless terminated: a) with 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 Department pursuant to the terms of this Agreement. Prior to June 30, 2011 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 said Agreement nor create an expectation by the Department that said Agreement will be renewed.

2. Scope of Service

- A. Services: All services to be performed pursuant to this Agreement shall be performed in conformance with the scope of work attached to this agreement.

- B. Project Schedule: The Department 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 Department 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 Department 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 Department's control, the parties shall mutually agree to adjust the schedule in writing to accommodate such delays. The Department 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 Department shall designate a person as the Department's Project Manager to direct work and to coordinate the Department's work with any other participating entities. Communications shall be through the project manager and the NDNR Contract coordinator, Steve Gaul.

### 3. Compensation

The NDNR shall pay, contingent upon the same amounts being received from a Nebraska Environmental Trust grant, the following amounts: \$313,986 in year one, \$179,906 in year two (July 1, 2009 to June 30, 2010).

- A. The Department may be reimbursed for any actual expenses and costs incurred by the Department in performance of this agreement. Reimbursement rates shall be in accordance with the State of Nebraska Accounting System Manual.
- B. Compensation payments shall be made by the NDNR on no more frequently than a quarterly basis following submission by the Department of a detailed, itemized statement of account showing services rendered, time expended, and any additional expenses and charges. It is understood that NDNR will be submitting bills the Nebraska Environmental Trust by 30 days following the end of each quarter.
- C. The Department will maintain detailed time and expense records which indicate the date, time, and nature of services rendered and any expenses incurred. 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 Department will indicate in writing at the time of its final billing that it considers it to be the final billing. Billings for work during the term of the agreement must be received within 90 days of the end of the term of agreement in order to be eligible for payment.

4. Work Product

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 "Work Product") prepared by the Department hereunder and shall be the property of the State of Nebraska and shall be delivered to the NDNR no later than the termination date of this agreement. The Department 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 NDNR and no information will be released to the public or anyone not directly involved in performing the services anticipated by the Agreement without the timely permission of the NDNR.

5. Personnel

The Department 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 Department will, with the prior approval of the specific NDNR personnel as may be noted in the Plan of Study, determine the appropriate number and quality of its personnel to perform the Services.

6.. Equipment, Material and Personnel

The Department 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.

7. Amendments

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

8. Notices

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

Nebraska Department of Natural Resources  
301 Centennial Mall South  
4<sup>th</sup> Floor, State Office Building  
P.O. Box 94676

Lincoln, NE 68509-4676  
Attention: Supervisor, Planning and Assistance Division

University of Nebraska  
Department of Biological Systems Engineering  
Room 200 Chase Hall  
University of Nebraska-Lincoln  
Lincoln, Nebraska 68583