

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS SYSTEM
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS SYSTEM-DIVISION OF AGRICULTURE
AND THE
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "MOA") is made and entered into between the Board of Trustees of the University of Arkansas System for and on behalf of the University of Arkansas System-Division of Agriculture (hereinafter referred to as "University") and the Arkansas Department of Environmental Quality (hereinafter referred to as "ADEQ" or the "Department").

WITNESSETH:

WHEREAS, ADEQ is an agency of the State of Arkansas vested with authority to administer environmental regulatory programs, and ADEQ's mission is to protect, enhance, and restore the natural environment for the well-being of all Arkansans; and

WHEREAS, one of the many duties of ADEQ is to issue permits for certain livestock operations, including confined animal feeding operations (hereinafter referred to as "CAFOs"); and

WHEREAS, pursuant to its statutory duties and in compliance with applicable state and federal environmental laws and regulations, ADEQ issued a general permit for CAFOs operating in the state; and

WHEREAS, the first facility permitted under the new general permit for CAFOs is C&H Hog Farm located in the Buffalo River watershed in Newton County; and

WHEREAS, the Buffalo River, designated as the nation's first national river, is unquestionably a scenic and environmental treasure and the maintenance of its natural beauty and pristine water is recognized as important to all citizens of the state; and

WHEREAS, out of concern for protecting the Buffalo River and its tributaries, the Governor has taken the extraordinary step of seeking authorization from the Legislature for \$340,510.00 to conduct additional testing in areas on or near the permitted CAFO, C&H Hog Farm, in the Buffalo River watershed; and

WHEREAS, the University of Arkansas System-Division of Agriculture has professionals with expertise in soil and water monitoring and the design and implementation of best practices relevant to the compliance of farm operations to state and federal laws;

NOW, THEREFORE, in furtherance of ADEQ's mission to protect the environment and administer regulatory programs, University and ADEQ agree as follows:

I. Scope of Agreement

A. University agrees to:

1. Undertake and complete a study of the potential for water quality impacts within the Buffalo River watershed from animal wastes produced by the permitted CAFO, C&H Hog Farm, and its operations within the watershed. University shall designate individuals with professional qualifications and expertise sufficient to design and implement such study, including but not limited to best placement for monitoring wells, sampling and testing as necessary for a thorough and informed analysis. This study shall be for the review and consideration of ADEQ and other state officials. Although carried out for the use and benefit of ADEQ and to inform its ultimate performance of its regulatory functions, the study shall be funded and conducted independently of ADEQ and shall meet the requirements of an independent study conducted by professionals in the field of water quality.
2. Provide ADEQ with a Project Plan and time line for the implementation and completion of the water quality study as described herein.
3. Provide ADEQ with quarterly written reports due each quarter of each year this Agreement remains in effect, beginning with the first report due on or before January 31, 2014, the second report due on or before March 31, 2014 and continuing quarterly ending with the final report which will contain conclusions and recommendations, due on or before June 30, 2019. The quarterly reports shall be in a format approved mutually by ADEQ and University, and, at a minimum, shall include a summary of all Project Plan activities performed by University during the preceding quarter.
4. Seek additional funding from appropriate sources as needed for completion of the study in accordance with the Project Plan.

B. ADEQ agrees to:

1. Assist University with obtaining access to conduct the study if access is denied by any property owner.
2. Assist and support University's independent study as appropriate through the sharing of relevant data and information available to ADEQ.

II. Term

This Agreement shall become effective as soon as signed by both parties and shall remain in force until June 30, 2019, unless terminated earlier in accordance with other provisions herein.

III. Termination

- A. This Agreement may be terminated by mutual consent of the parties, or by one party upon thirty (30) days written notice.

B. In the event the State of Arkansas fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement, then this Agreement shall be automatically terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To ADEQ:

Teresa Marks, Director
Arkansas Dept. of Environmental Quality
5301 Northshore Dr.
North Little Rock, AR 72118-5317
Tel. (501) 682-0959
Fax (501) 682-0798

With a copy to:

Tammera Harrelson, Chief Counsel
Arkansas Dept. of Environmental Quality
5301 Northshore Dr.
North Little Rock, AR 72118-5317
Tel. (501) 682-0886
Fax (501) 682-0891

To UNIVERSITY:

Dr. Mark Cochran
Vice President for Agriculture
University of Arkansas System
Division of Agriculture
2404 N. University Ave.
Little Rock, AR 72207-3608
Tel. (501) 686-2540
Fax (501) 686-2543

With a copy to:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Tel. (501) 686-2520
Fax (501) 686-2517

VI. Miscellaneous:

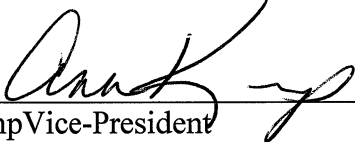
A. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of University and ADEQ, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.

B. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas.

C. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.

D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS SYSTEM
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS
DIVISION OF AGRICULTURE**

By: 
Ann Kemp Vice-President
for Administration

Dated this 5 day of Sept., 2013.

**ARKANSAS DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By: _____
Teresa Marks, Director

Dated this _____ day of _____, 2013.