

**Inter-Local Cooperation Agreement Between the
Upper Republican Natural Resources District
and the
Nebraska Department of Natural Resources**

WHEREAS, the United States Supreme Court has approved a comprehensive settlement of the Republican River Compact litigation; and

WHEREAS, that comprehensive settlement will require substantial additional work by the staff of the Upper Republican Natural Resources District (NRD); and

WHEREAS, such additional work will include the tasks described in Attachment A; and

WHEREAS, the NRD is unable, within current budget limitations, and without outside financial assistance, to perform all such additional tasks; and

WHEREAS, the Nebraska Department of Natural Resources (DNR) has available from legislative appropriations the necessary funds to assist the NRD with the costs it incurs in performing such additional tasks in fiscal year 2003-04; and

WHEREAS, the NRD will also devote substantial resources of its own to implement the comprehensive settlement and by September 30, 2004, will provide DNR with a report describing all such contributions to that effort during the previous fiscal year.

NOW THEREFORE, the parties hereto agree as follows:

- (1) The NRD agrees to:
 - (a) Perform the tasks described in Attachment A; and
 - (b) Bill the DNR for the costs actually incurred by the District in providing such services, the total amount not to exceed \$125,700 in fiscal year 2003-04. Billings will be itemized and submitted no more often than once per month and will be accompanied by a report describing the services performed since the last such billing.
- (2) DNR agrees to promptly review all bills submitted by the NRD and, in the absence of any dispute over those bills, pay the NRD the amount billed within 21 days of the receipt of the bill.
- (3) All materials, supplies, software, hardware and equipment purchased by the NRD to carry out the purposes of this agreement will be the property of the NRD.
- (4) This agreement may be modified in writing at any time by mutual agreement of the parties or may be terminated by either party by giving the other party 30 days notice in

writing of such termination. Services provided by the NRD prior to the date of any such termination shall be paid by the DNR in accordance with item (2) above.

Robert L. Hyatt
Upper Republican NRD

Bob K. Patton
Nebraska Department of Natural Resources

7-2-03
Date

7/11/03
Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

D. L. [Signature] DATE 7/8/03

**Agreement Between the
Upper Republican Natural Resources District
And the
Nebraska Department of Natural Resources**

Attachment A

The Upper Republican Natural Resources District (District) agrees to assemble the necessary staff, equipment and supplies in order to implement the settlement of the Kansas Vs. Nebraska lawsuit (Settlement) and comply with the requirements of the Republican River Compact (Compact). As part of the effort to conform to applicable state and federal laws, and in exchange for funding provided by the State of Nebraska through the Department of Natural Resources (Department); the District will perform tasks and fulfill functions that include, but are not limited to:

1. Promulgate rules within the constructs of the Nebraska Ground Water Management and Protection Act that give the District the authority and methods to manage ground water and regulate ground water wells in support of the Settlement and Compact.
2. Implement, expand or maintain a totalizing water well flow metering program for ground water wells within or supplying water to land within the District. The metering program will include the following elements:
 - a) Require proper identification, installation, use, functioning and maintenance of water well totalizing flow meters.
 - b) Provide periodic field inspections and measurements to verify the proper installation, use and functioning of well meters.
 - c) Provide for the routine servicing of all meters and for repairs of damaged or impaired well meters. Steps should be taken to minimize the occurrence of meter tampering.
 - d) Record annual withdrawals, well meter identification, well identification number(s), and delivery system information. Supply the Department with this data as required for compliance with the Settlement and Compact.
3. Develop a program in cooperation with the Department to identify and certify the location and extent of irrigated agriculture within the Republican River Basin. The District's part of the program should include:
 - a) For all irrigated agricultural land that is served by ground water, identify the owner, source of water (well id. numbers), number of acres served and the aerial extent of each field.

b) Ensure the ground water irrigation for each agricultural field is metered and the meter identification number(s) is (are) recorded.

c) Verify the accuracy of the information collected.

d) Share information described above with the Department.

4. Cooperate with the Department in the location and identification of dams that store more than 15 acre-feet, as defined in the Settlement documents.

5. Cooperate with the Department in the development and implementation of the ground water model that will be adopted as part of the Settlement. The activities may include the collection, processing, and dissemination of meteorological data, stream headwater locations, ground water levels, farm practices, land use, instantaneous flow measurements, reservoir storage, and geologic information.

6. Cooperate with the Department to ensure the proper and legal registration of all ground water wells within or supplying water to land within the District.

7. Cooperate with Department officials to provide other assistance and information that is needed to ensure compliance by Nebraska with the Settlement and Compact.

