

**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 in Kansas v. Nebraska, No. 126, original (Supreme Court)(the "Comprehensive Settlement"); 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 funds to assist the NRD with the costs it incurs in performing such additional tasks in fiscal year 2004-05; and

WHEREAS, the NRD will also devote substantial resources of its own to implement the comprehensive settlement and by September 30, 2005, will provide DNR with a report describing all such contributions to that effort during the term of this Agreement.

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 \$90,025 in fiscal year 2004-05. Billings shall be itemized and submitted at least quarterly, but no more often than once per month and shall be accompanied by a report describing the services performed since the last such billing. Any individual item in excess of \$1,000 shall be documented.
- (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 DNR in accordance with item (2) above.

Jason Fanning
Upper Republican NRD

Rogek Patton
Nebraska Department of Natural Resources

9-29-04
Date

10-14-04
Date

APPROVED
AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL
ASD DATE 10/6/04

**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 District shall include the following elements in its metering program:
 - a) A requirement of proper identification, installation, use, functioning, and maintenance of water well totalizing flow meters.
 - b) The provision of periodic field inspections and measurements to verify the proper installation, use, and functioning of well meters.
 - c) The provision of routine servicing of all meters and repairs of damaged or impaired well meters. Steps shall be taken by the District to minimize the occurrence of meter tampering.
 - d) The recording of annual withdrawals, well meter identification, well identification number(s), and delivery system information. The District shall 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 shall include:
 - a) For all irrigated agricultural land that is served by ground water, identification of the owner, source of water (well id. numbers), number of acres served and the aerial extent of each field.

- b) Certification that the ground water irrigation for each agricultural field is metered and the meter identification number(s) is(are) recorded.
 - c) Verification of the accuracy of the information collected.
 - d) A provision requiring a sharing of the 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.

Attachment A - Budget FY 2004 - 2005
 Upper Republican Natural Resource District
 Republican River Settlement Implementation

State funding-

Staff		
1.25 FTE Technician or equivalent-		
Salary including benefits (150 hours overtime)		<u>\$42,875</u>
	Subtotal	\$42,875
Equipment		
4 handheld computers with integrated gps		\$4,000
2 workstation computers		<u>\$7,000</u>
	Subtotal	\$11,000
Supplies		
Miscellaneous office and field		\$1,550
Vehicle operating, insurance, and maintenance		\$4,600
Statistical software package-NRD choice		
Groundwater modeling plan analysis		<u>\$3,500</u>
	Subtotal	\$9,650
Training		
Statistical software training		<u>\$1,500</u>
	Subtotal	\$1,500
Other Costs		
Professional Services (legal, technical, modeling)		<u>\$25,000</u>
	Subtotal	\$25,000
	Total State Funding	\$90,025

District Funding

Staff		
.4 Manager inputs, Integrated management plan implementation		\$30,000
.2 FTE Water Quality Technicians		\$6,860
.1 Administrative Assistant		<u>\$3,750</u>
	Subtotal	\$40,610
Other cost (mileage, mailing, phone, equipment maintenance)		<u>\$5,125</u>
	Total District Funding	\$45,735