

Ann, could you have someone review this draft?

Thanks,
Mike T.

Republican River
Compact litigation
in

**Inter-Local Cooperation Agreement Between the
[REDACTED] Natural Resources District
And the**

Nebraska Department of Natural Resources

WHEREAS, the United States Supreme Court has approved a comprehensive settlement of the Kansas vs. Nebraska lawsuit (Settlement) regarding compliance with the Republican River Compact; and *the "Comprehensive Settlement"*
No. 126, original (Supreme Court)

WHEREAS, the implementation of the Settlement will require substantial work by the staff of the [REDACTED] Natural Resources District (NRD); and

WHEREAS, such additional work will include, but not be limited to the tasks described in Attachment A; 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 years 2005-06 and 2006-07; and

WHEREAS, the NRD will also devote substantial resources of its own to implement the comprehensive settlement;

NOW THEREFORE, the parties hereto agree as follows:

(1) The NRD agrees to:

- (a) Perform the tasks described in Attachment A; and
- (b) The NRD will provide DNR with annual reports describing all such contributions to that effort by December 31 each year during the agreement period.
- (c) Bill the DNR for costs actually incurred by the NRD in providing such services, the total amount not to exceed \$[REDACTED] in fiscal year 2005-06 and \$[REDACTED] in fiscal year 2006-07. 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. Equipment purchased by DNR for the use of the NRD shall be returned to DNR upon request.

(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.

 NRD

Nebraska Department of Natural Resources

Date

Date

Agreement Between the
[REDACTED] Natural Resources District
And the
Nebraska Department of Natural Resources

Attachment A

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

1. Enforce rules of the NRD's Integrated Management Plan (IMP) within the constructs of the Nebraska Ground Water Management and Protection Act that give the NRD the authority and methods to manage ground water in support of the Settlement.
2. Maintain a totalizing water well flow metering program for ground water wells located within or supplying water within the NRD. The metering program will include the following elements:
 - a) Perform or oversee proper identification, installation, use, functioning and maintenance of water well totalizing flow meters.
 - b) Conduct periodic field inspections and measurements to verify the proper installation, use and functioning of well meters.
 - c) NRD personnel or its contractors will provide for the routine servicing of all meters and for repairs of damaged or impaired well meters. Steps shall be taken to minimize the occurrence of meter tampering.
 - d) Record annual withdrawals, well meter identification, well identification number(s), and delivery system information for all active irrigation, municipal and industrial wells (regulated wells) within the NRD. NRD personnel or its contractors will gather annual water meter readings for ground water irrigation wells. The annual reporting period shall be the calendar year. The NRD will supply the Department with the above data as required for compliance with the Settlement. Annual water withdrawal and ancillary data shall be reported no later than March 15 of the following year.
 - e) Provide alternate information to be used to compute the annual pumping of each regulated well in the event that the approved water measuring device did not function properly. This shall include the hours of operation and the actual pump

rate in gallons per minute of the regulated well. This will require NRD to periodically measure the instantaneous flow rate for regulated wells.

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 NRD's part of the program shall include:

- a) For all irrigated agricultural land that is served by ground water, identify the owner, source of water (e.g. well and water meter id. numbers), number of acres certified and the aerial extent of the certified fields.
- b) Provide actual annual irrigated acre reports to accompany the annual water withdrawal information. Maintain current owner information for IMP certified land.
- c) Maintain accurate records of any transfers of allocation or physical transfers of ground water as permitted by the IMP.
- c) Ensure the amount of ground water used on each irrigated field is metered and the meter identification number(s) is (are) recorded. Ensure the allocation for each tract of certified irrigated land is not exceeded.
- d) Verify the accuracy of the information collected.
- e) 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 support of the operation of the ground water model that was 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 located within or supplying water to land within the NRD. This will include the proper identification and verification of inactive wells as defined in State Statute 46-1207.02. Maintain current owner information for regulated wells.

7. Cooperate with Department officials to provide other assistance and information that is needed to ensure compliance by Nebraska with the Settlement, including, but not limited to inspection of any regulated well, water meter or irrigation project.