

**WATER SERVICE AGREEMENT – RECHARGE FROM EXCESS FLOWS  
BETWEEN  
CENTRAL PLATTE NATURAL RESOURCES DISTRICT,  
AND NEBRASKA COMMUNITY FOUNDATION ACTING AS CONTRACTING AGENT OF THE  
GOVERNANCE COMMITTEE OF THE  
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Central Platte Natural Resources District**, a political subdivision of the State of Nebraska, with its principal office located at 215 Kaufman Avenue, Grand Island, NE 68803, hereinafter referred to as "CPNRD" and the **Nebraska Community Foundation** a Nebraska non-profit corporation, with its principal office located at 8100 South 15th Street, Suite A, P.O. Box 83107, Lincoln, Nebraska 68501-3107, hereinafter referred to as "Foundation," acting as the contracting agent of the Platte River Recovery Implementation Program hereinafter referred to as "Program", with its principal office located at 4111 4th Avenue, Suite 6, Kearney, Nebraska 68845 (hereinafter the Nebraska Community Foundation and Platte River Recovery Implementation Program are collectively referred to as "Platte Program" and the Nebraska Community Foundation is referred to individually as the "Foundation"). CPNRD and the Platte Program may individually be referred to as "Party" and shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CPNRD is a political subdivision of the State of Nebraska, duly authorized to acquire, hold, dispose of and lease rights and appropriations to use the waters of the State of Nebraska;

WHEREAS, Foundation is a Nebraska non-profit corporation, duly authorized to enter into lease agreements for the use of water to enhance, increase, and augment the flows of the Platte River pursuant to the Platte River Recovery Implementation Program ("Program");

WHEREAS, Foundation desires to enter into a lease agreement with CPNRD to augment Platte River stream flows via groundwater recharge; and

WHEREAS, CPNRD desires to provide such recharge services;

NOW, THEREFORE, the Parties mutually agree as follows:

1. WATER SERVICE.

a. During the term of this Agreement, CPNRD will provide the Platte Program with groundwater recharge via seepage through the Six Mile, Cozad, Thirty Mile and Orchard Alfalfa canals (hereinafter referred to as "Canals") in the non-irrigation season. The Total Amount Diverted shall be measured by CPNRD using automated measuring and recording gates and will not exceed 5,000 acre-feet without written authorization from the Platte Program. The Total Amount Diverted will be adjusted by subtracting any deliveries or releases made and recorded by the irrigation district. The non-irrigation season will begin when the Canals stop releasing water for irrigation and end when the Canals begins releasing water for irrigation, as determined by CPNRD.

b. CPNRD will notify the Platte Program when recharge diversions begin and end. CPNRD may make reasonable adjustments in the Total Amount Diverted as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. CPNRD will consult with the Platte Program in making

such adjustments. All data used by CPNRD regarding the Total Amount Diverted calculations shall be shared with the Platte Program.

c. CPNRD may reduce or suspend groundwater recharge diversions under this Agreement for good cause, including but not limited to maintenance on the Canals, construction on the Canals, or if high groundwater levels are observed, as determined by CPNRD.

2. PRICE FOR WATER. The Foundation shall pay CPNRD for groundwater diversions described above as follows:

a. A charge as shown in Exhibit A per acre-foot for the Total Amount Diverted, adjusted according to provisions in paragraph 1 above. All measurements made through CPNRD's measuring devices and so recorded by CPNRD operating personnel shall be considered final. CPNRD shall invoice the Foundation for the water service charges semi-annually beginning January 1, 2020. Payment shall be due within 60 days of invoice.

3. TERM. The term of this Agreement shall commence when this Agreement is signed by the Foundation, the Platte Program, and CPNRD (the "Commencement Date"), and shall expire on December 31, 2024.

4. DATA SHARING. CPNRD and the Platte Program agree to share all hydraulic and hydrologic data collected in association with this Agreement.

5. WATER APPROPRIATIONS. CPNRD agrees to obtain all appropriations from the State of Nebraska necessary to provide the desired groundwater recharge. The water service described herein shall be subject to the DNR approving such Appropriation. The water delivered pursuant to this Agreement shall be consistent with and limited to the terms and provisions of the Appropriation. Foundation assumes no responsibility for maintaining or administering the appropriations and holds no rights to the appropriations other than through this Agreement. The source of supply shall be water which is available pursuant to the Appropriation.

6. AMOUNT OF WATER OFFERED. CPNRD does not guarantee any minimum amount of ground water recharge. The Foundation shall accept all water offered by CPNRD, subject to the limitation on annual acre-feet established in Section 1.

7. AVAILABILITY OF FUNDS. Each payment obligation of the Foundation is conditioned upon the continuation of the Platte River Recovery Implementation Program and the availability of appropriated funds for the Program. If funds are not allocated and available for the continuance of serviced provided in this Agreement, the Foundation may terminate the contract at the end of the period for which the funds are available.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties hereto with respect to the water service contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

9. AMENDMENT. No amendment to this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

10. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. This Agreement may not be assigned by the Platte Program or the Foundation without the written consent of CPNRD.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

12. FOUNDATION. The Foundation has represented to CPNRD, and CPNRD hereby acknowledges, that the Foundation is the financial management entity providing support to the Governance Committee of the Platte Program and that the Foundation, by executing this Agreement, is acting as the contracting agent of the Governance Committee of the Platte Program.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

NEBRASKA COMMUNITY FOUNDATION

Date \_\_\_\_\_ By \_\_\_\_\_  
Diane M. Wilson  
Manager of Public/Private Partnerships

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

Date \_\_\_\_\_ By \_\_\_\_\_  
Lyndon Vogt  
General Manager

PLATTE RIVER RECOVERY IMPLEMENTATION  
PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this agreement.

Date \_\_\_\_\_ By \_\_\_\_\_  
Jason M. Farnsworth  
Executive Director

# Exhibit A

## Water Service Charges

YEAR	PRICE PER ACRE-FOOT
2020	\$ 32.87
2021	\$ 33.85
2022	\$ 34.87
2023	\$ 35.91
2024	\$ 36.99