

**Amendment #2**  
**To**  
**Inter-Local Cooperation Agreement Between the Lower**  
**Republican Natural Resources District and the Nebraska**  
**Department of Natural Resources**

WHEREAS, the Nebraska Department of Natural Resources (DNR) entered into an Inter-Local Cooperation Agreement with the Lower Republican Natural Resources District (LRNRD) on June 23, 2003, which agreement was amended on May 19, 2005 (the agreement and amendment are referred to herein as the "Agreement"); and

WHEREAS, the LRNRD has performed the tasks described in Attachment A to the Agreement in consideration for reimbursement of LRNRD's costs up to an amount specified in the Agreement; and

WHEREAS, the DNR has reimbursed the LRNRD for its costs pursuant to the terms of the Agreement; and

WHEREAS, the DNR's Rules Governing the Administration of the Water Resources Trust Fund provide that the Director of the DNR may, in his or her discretion, make any funds not required for payments pursuant to the Natural Resources Conservation Service's Environmental Quality Incentive Program (NRCS EQIP) available to Natural Resources Districts in the Republican River Basin for purposes of assisting such Districts in paying for costs expended in developing or implementing integrated management plans or attaining state compliance with an interstate water compact or decree or other formal state contract or agreement; and

WHEREAS, the Acting Director of DNR has determined that funds are available in the Water Resources Trust Fund that are not required for payments pursuant to the NRCS EQIP; and

WHEREAS, the LRNRD has made application to the DNR requesting assistance with costs pursuant to the Rules Governing the Administration of the Water Resources Trust Fund; and

WHEREAS, the Acting Director has determined that the expenses attached hereto as Addendum to Attachment A qualify for funding pursuant to the Rules Governing the Administration of the Water Resources Trust Fund.

NOW THEREFORE, the DNR and LRNRD agree to amend the Agreement to include the following additional terms:

1. LRNRD agrees that:
  - a. The tasks described in the Addendum to Attachment A were performed during fiscal year 2004-05 in order to develop and implement an integrated management plan or to attain state compliance with the Republican River Basin Compact and Decree; and
  - b. It shall bill DNR for the costs actually incurred by the District in providing the services described in the Addendum to Attachment A, the total amount not to exceed \$20,000.

Except as amended hereby, all of the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on this the 30<sup>th</sup> day of August, 2005.

Lower Republican Natural  
Resources District

Michael Clements  
Title: Manager

Nebraska Department of Natural Resources

Paul Bluedorn  
Acting Director

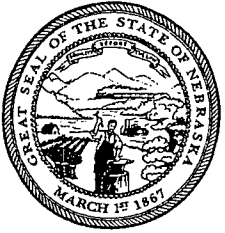
**APPROVED**

AS TO FORM & CONTENT  
BY NDNR LEGAL COUNSEL

K. D. DATE 8/30/05

LOWER REPUBLICAN NATURAL RESOURCES DISTRICT  
ADDENDUM TO ATTACHMENT A

Computer	\$ 1,632.00
Directors Expense	\$ 3,000.00
Mileage	
Directors Per Diem	\$ 7,000.00
Legal Notices	\$ 2,322.00
Postage	\$ 2,500.00
Office Supplies	<u>\$ 3,546.00</u>
Total	\$20,000.00



**Dave Heineman**  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES  
**Roger K. Patterson**  
Director

September 8, 2005

IN REPLY TO:

Mike Clements, Manager  
Lower Republican NRD  
Harlan County Courthouse  
706 - 2<sup>nd</sup> Street  
P.O. Box 618  
Alma, NE 68920-0618

Dear Mike,

Enclosed you will find a fully executed Amendment #2 to the Inter-Local Cooperation Agreement for your records. Please contact me at (402) 471-3933 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Gayle".

Gayle Starr  
Administrative Officer

Enclosure

clrshare\contracts