

Inter-local Agreements
For Republican Basis

Ann Diers

From: Ann Diers [adiers@dnr.state.ne.us]
Sent: Friday, August 26, 2005 2:14 PM
To: 'Mike Clements'
Cc: Ann Bleed (ableed@dnr.state.ne.us); Gayle Starr (gstarr@dnr.state.ne.us)
Subject: RE: EQIP/Settlement funding

Mike:
 I received your NRD's application.

Attached is a draft of Amendment # 2 to the Inter-Local Agreement.

This is intended to be the Agreement by which the Department would allow the allocation of funds from the Water Resources Trust Fund for tasks completed prior to June 30, 2005, for which the NRD has not been reimbursed.

You should review Amendment # 2. If you decide that it is satisfactory, you will need to prepare a document entitled "Addendum to Attachment A" which specifies the items that the NRD has performed prior to June 30, 2005, and for which the NRD will seek reimbursement pursuant to Amendment # 2.

Please print two full copies of Amendment # 2, have BOTH originals signed by the person authorized by your NRD to sign, and forward both originals, along with two copies of the Addendum to Attachment A (which you must prepare) to this office by TUESDAY, August 30th. DNR will execute and return one original to you for your records. Please also fax the fully executed Agreement with Addendum to Attachment A to me, so that I know it has been executed.

Mike, I noticed that our file does not contain the original signed copy of the first Amendment to the Inter-Local Agreement, which was prepared and sent to your NRD for signature in early May. We will need that original executed Amendment to be returned to the Department by Tuesday, as well, to keep our documentation in order.

Please call me if you have any questions.

Ann

-----Original Message-----

From: Mike Clements [mailto:mclements_lrnrd@dnr.state.ne.us]
Sent: Friday, August 26, 2005 11:12 AM
To: Ann Diers
Cc: Gayle Starr
Subject: EQIP/Settlement funding

Ann,

The LRNRD has additional expenses that occurred prior to June 30th, 2005 relating to settlement issues. We would like to apply for any additional EQIP funding that may be used to offset those expenses.

Thank You,

Mike Clements

8/26/2005

DNR 008340

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 ____, 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 _____ day of _____, 2005.

**Lower Republican Natural
Resources District**

Nebraska Department of Natural Resources

Title: _____

Acting Director