

## Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**Re:** Ice Jam Explosive Services Bid  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** December 31, 2007

---

Last winter, the District learned that John Ranney was no longer in the explosives business and had terminated his contract with the District to perform explosives services in response to Ice Jams on the Platte River. Following this news, District staff requested informal bids in February of 2007 only because of the potential emergency situation during that time. The ice cleared shortly after bids were received last year and therefore, no contract was awarded. At this time, the NRD must reject the informal bids received per District policy and request formal bids to fill the contract for a 5-year period beginning January 1, 2008 per our responsibilities in the enclosed interlocal agreement with 2 other NRDs and 4 counties.

On December 10, 2007, the District sent the enclosed letter to potential contractors who might be interested. In addition, public notices were run in the Omaha World Herald two weeks prior to the bid date of December 31, 2007. The District also provided the enclosed letters on December 21<sup>st</sup> and December 26<sup>th</sup> to clarify bid items and procedures to contractors who had expressed an interest in bidding.

In the final letter on December 26, 2007, interested contractors were asked to submit the following information along with their bid:

- Proof of **all applicable federal and state licenses** to perform such work.
- A resume (including years in the explosive's business and current business location).
- An explanation of past explosive work within the last 10 years (**please note in explanation if you have had any insurance claims within the last 10 years**).
- A complete and executed form of the attached price proposal. **NOTE: This form must be signed and submitted with your bid.** The District will compare these unit costs based on an assumed 10-hour working day and a specified quantity of materials as called for in the attached bid sheet. An example bid has been shown in the attached bid sheet.
- It has come to our attention that Jack Willey, a local helicopter pilot, with Dyna Tech Helicopters is no longer in service. The District prefers that you contact potential helicopter services to serve as your subcontractors, however, prices for helicopter service will be considered as an alternate bid and may be compared against other helicopters services solicited by the District. Helicopter pilots will need to submit proof of proper licenses and insurance.
- The District agrees to purchase general liability insurance at its own cost, separate of the proposed contract. Such insurance will include the selected contractor as an additional insured. However, the District still requests that certificates of insurance for general liability insurance policies currently held by the contractor be submitted for review. These certificates will not name the District as an additional insured and will only be used to assist in obtaining a separate insurance policy for the operation.
- Additional certificates of insurance as follows:
  - o Workers' Compensation Insurance for any explosives handlers or any other persons to perform work for the DISTRICT pursuant to this Contract to cover full liability under the workers' compensation laws of the State of Nebraska with Employer's liability coverage in limits not less than the statutory amount. This insurance must be endorsed with Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise, from the DISTRICT. This insurance shall also include "Other States" and "Voluntary Compensation" endorsements.

- Automobile Liability Insurance covering all owned, non-owned and hired automobiles.
- Aircraft Liability insurance covering all owned, non-owned and hired helicopters and other aircraft used by the CONTRACTOR, or any of the CONTRACTOR's subcontractors, including coverage for the transport of explosives.

Three bids were received before 12:00 PM on December 31, 2007 and included all the requested information. These bids are summarized in the table below based on a calculated daily cost for both explosive materials and labor (see attached bid form).

	<b>North American Industrial Services</b>	<b>Dykon Explosive Demolition Corp.</b>	<b>Dykon Blasting Corp.</b>
<b>Fed &amp; State License</b>	Yes	Yes, state expires 4/1/2008	Yes, state license is expired
<b>Resume</b>	licensed in 13 states been working since 1999	30+ years, very extensive experience	extensive, but rock blasting only
<b>Signed Bid Form</b>	Yes	No, signed letter in lieu of bid form	no, signed letter in lieu of bid form
<b>Insurance (Liability, Auto, Workers Comp)</b>	Certificates provided, umbrella policy \$6,000,000	Certificates provided, umbrella policy \$8,000,000	Certificates provided, umbrella policy \$4,000,000
<b>Safety and Claims</b>	None noted	2 ongoing claims, no OSHA violations	None Noted
<b>Projected Initial Daily Costs (see bid form)</b>	<b>\$ 42,200.00</b>	<b>\$ 30,002.50</b>	<b>\$ 37,980.00</b>

In this case, deciding the "lowest and best" bid should be subject to insurance coverage and qualifications. District staff will continue to work with legal counsel and Harry Koch Insurance Co. to follow-up on the bidders insurance and any need for additional coverage. Following approval of the "lowest and best" bid, the General Manager will negotiate a final written contract with the successful bidder. The District is also still in the process of soliciting bids from local helicopter services and may require that the selected contractor retain such helicopter service under their contract.

**It is management's recommendation that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a contract with Dykon Explosive Demolition Corporation for their projected bid of \$30,002.50 per day, subject to insurance coverage, contract changes deemed necessary by the General Manager, and approval as to form by District legal counsel.**

December 13, 2007

Mr. Joe Olivo  
City Wide Investments  
P.O. Box 350  
Springfield, NE 68059



RE: Bid Request for Ice Jam Demolition Services

Dear Contractor:

The Papio-Missouri River NRD is requesting formal bids for explosives services to remove ice jams should they occur along the Platte River from the mouth to Fremont, NE. Enclosed with this request is the District's recommended explosives contract for a 5-year period beginning January 1, 2008. Also attached is a copy of the Interlocal Agreement which describes the ice jam explosives procedure.

If you are interested in performing ice jam demolition services for the District, please submit the following information for our consideration:

- Proof of **all applicable federal and state licenses** to perform such work.
- A resume (including **years in the explosive's business and current business location**).
- An explanation of past explosive work within the last 10 years (**please note in explanation if you have had any insurance claims within the last 10 years**).
- A complete and executed form of the attached contract and price proposal. **NOTE: This form must signed and submitted as your bid.**
- The District requires that Jack Willey, a local helicopter pilot, with Dyna Tech Helicopters out of Omaha be subcontracted for helicopter ferry and operations services. His number is 402-895-2288 or 402-680-1433 and his address is P.O. Box 37665, Omaha, NE 68137.
- Certificates of insurance as required in the contract.

In summary, interested bidders should prepare all information requested above and mail it in a sealed envelope to my attention at the letterhead address above so it is received by 12:00 PM on December 31, 2007.

If you have any questions, please contact me or Paul Woodward at the letterhead address or phone number.

Sincerely,

Marlin J. Petermann, P.E.  
Assistant General Manager

Enclosures

CC: Bill Johnson, Koch Insurance Co.  
Jack Willey, Dyna Tech  
John Winkler, Paul Peters, and Paul Woodward, NRD

December 21, 2007



RE: Revised Bid Request for Ice Jam Demolition Services

Dear Contractor:

Thank you for previously responding to the District's request for informal bids in February of 2007. These bids were informal only because of the potential emergency situation during that time. Therefore, per District policy, the NRD must reject the bids you previously submitted in order to accept formal sealed bids to fill a contract over an extended 5-year period.

The Papio-Missouri River NRD is requesting formal bids for explosives services to remove ice jams should they occur along the Platte River from the mouth to Fremont, NE. Enclosed with this request is the District's recommended explosives contract for a 5-year period beginning January 1, 2008. Also attached is a copy of the Interlocal Agreement which describes the ice jam explosives procedure.

If you are interested in performing ice jam demolition services for the District, please submit the following information for our consideration:

- Proof of **all applicable federal and state licenses** to perform such work.
- A resume (including **years in the explosive's business and current business location**).
- An explanation of past explosive work within the last 10 years (**please note in explanation if you have had any insurance claims within the last 10 years**).
- A complete and executed form of the attached contract and price proposal. **NOTE: This form must be signed and submitted with your bid.** Proposed amendments to the contract may be considered by the District if appropriate and the best and lowest bid will be determined based on costs noted in the price proposal.
- It has come to our attention that Jack Willey, a local helicopter pilot, with Dyna Tech Helicopters is no longer in service. Therefore, we request that contractors propose to subcontract with a helicopter service and pilot that they are comfortable with. Helicopter pilots will need proper licenses and insurance.
- Certificates of insurance as required in the contract. General liability insurance should be the general insurance you typically carry for explosives work and should name the District as an additional insured. If additional insurance coverage is required at the time of blasting, the District may elect to work with the contractor to expand coverage or independently obtain such insurance.

In summary, interested bidders should prepare all information requested above and mail it in a sealed envelope to my attention at the letterhead address above so it is received by 12:00 PM on December 31, 2007.

If you have any questions, please contact me or Paul Woodward at the letterhead address or phone number.

Sincerely,

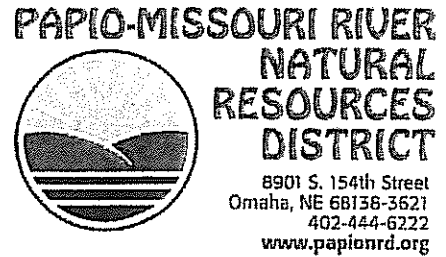
A handwritten signature in black ink that reads "Marlin J. Petermann". The signature is written in a cursive style with a large, prominent initial "M".

Marlin J. Petermann, P.E.  
Assistant General Manager

Enclosures

CC: Bill Johnson, Koch Insurance Co.  
John Winkler, Paul Peters, and Paul Woodward, NRD  
Z:\pwoodward\536\070215-Contractors-Informal\_bid\_request.doc File: 536

December 26, 2007



RE: Revised Bid Request for Ice Jam Demolition Services

Dear Contractor:

In response to the District's letters dated December 10, 2007 and December 21, 2007, thank you for expressing interest in our request for formal bids for explosives services to remove ice jams should they occur along the Platte River from the mouth to Fremont. This request was for an explosives contract for a 5-year period beginning January 1, 2008.

The purpose of this letter is to revise that bid package and inform you on how bids will be accepted and compared.

If you are interested in performing ice jam demolition services, the District still requests that you please submit the following information for our consideration by 12:00 PM on December 31, 2007:

- Proof of **all applicable federal and state licenses** to perform such work.
- A resume (including years in the explosive's business and current business location).
- An explanation of past explosive work within the last 10 years (**please note in explanation if you have had any insurance claims within the last 10 years**).
- A complete and executed form of the attached price proposal. **NOTE: This form must be signed and submitted with your bid.** The District will compare these unit costs based on an assumed 10-hour working day and a specified quantity of materials as called for in the attached bid sheet. An example bid has been shown in the attached bid sheet.
- It has come to our attention that Jack Willey, a local helicopter pilot, with Dyna Tech Helicopters is no longer in service. The District prefers that you contact potential helicopter services to serve as your subcontractors, however, prices for helicopter service will be considered as an alternate bid and may be compared against other helicopters services solicited by the District. Helicopter pilots will need to submit proof of proper licenses and insurance.
- The District agrees to purchase general liability insurance at its own cost, separate of the proposed contract. Such insurance will include the selected contractor as an additional insured. However, the District still requests that certificates of insurance for general liability insurance policies currently held by the contractor be submitted for review. These certificates will not name the District as an additional insured and will only be used to assist in obtaining a separate insurance policy for the operation.
- Additional certificates of insurance as follows:
  - o Workers' Compensation Insurance for any explosives handlers or any other persons to perform work for the DISTRICT pursuant to this Contract to cover full liability under the workers' compensation laws of the State of Nebraska with Employer's liability coverage in limits not less than the statutory amount. This insurance must be endorsed with Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise, from the DISTRICT. This insurance shall also include "Other States" and "Voluntary Compensation" endorsements.

- o Automobile Liability Insurance covering all owned, non-owned and hired automobiles.
- o Aircraft Liability insurance covering all owned, non-owned and hired helicopters and other aircraft used by the CONTRACTOR, or any of the CONTRACTOR's subcontractors, including coverage for the transport of explosives.

**In summary, the District is requesting that interested contractors complete and sign the attached price proposal form understanding that bid prices will be compared as shown in the attached bid sheet, prices for helicopter services will be considered as a alternate bid item, and that the cost for general liability insurance will covered by the District separately and should not be included as part of the base bid price for labor or materials.**

**Finally, your bid does not require an executed copy of the example contract previously provided, but must include the enclosed price proposal along with the appropriate federal and state licenses, resumes, past explosive experience, and certificates of insurance.**

Interested bidders must prepare all information requested above and mail it in a sealed envelope to my attention at the letterhead address above so it is received by 12:00 PM on December 31, 2007. Once all information is received, the District will not declare an apparent lowest bidder, but will accept the bids for further review. Approval of the "lowest and best" bid will be made by the District's Board of Directors at its meeting on January 10, 2008 and will be subject insurance coverage and qualifications. Following approval of the "lowest and best" bid, the General Manager will attempt to negotiate a written contract with the successful bidder.

If you have any questions, please contact me or Paul Woodward at the letterhead address or phone number.

Sincerely,



Marlin J. Petermann, P.E.  
Assistant General Manager

Enclosures

CC: Bill Johnson, Koch Insurance Co.  
John Winkler, Paul Peters, and Paul Woodward, NRD

	Assumed Daily Quantity	Example Bid	Example Bid Total	North American Industrial Services Bid #1	Daily Total Bid #1	Dyken Explosive Demolition Bid #2	Daily Total Bid #2	Dyken Blasting Corp. Bid #3	Daily Total Bid #3
<b>MATERIALS</b>									
ANFO (per cwt)	7000 lbs.	\$ 40.00	\$ 2,800.00	\$ 50.00	\$ 3,500.00	\$ 38.00	\$ 2,660.00	\$ 49.00	\$ 3,430.00
Fuse Caps (per 100)	500	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 280.00	\$ 1,400.00	\$ 364.00	\$ 1,820.00
Fuses (per ft)	250 ft	\$ 0.25	\$ 62.50			\$ 0.29	\$ 72.50	\$ 0.40	\$ 100.00
Dynamite (per cwt)	3000 lbs	\$ 335.00	\$ 10,050.00	\$ 500.00	\$ 15,000.00	\$ 309.00	\$ 9,270.00	\$ 401.00	\$ 12,030.00
Delivery (per day)	Lump Sum (1-time)	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00	\$ 485.00	\$ 485.00
Other Materials									
Pullwire Fuses (per 100)	500			\$ 300.00	\$ 1,500.00				
Burlap Bags (per 100)	500			\$ 200.00	\$ 1,000.00				
Fuse Lighters (per 100)	500					\$ 210.00	\$ 1,050.00	\$ 273.00	\$ 1,365.00
<b>LABOR</b>									
Contractor (per hour, including contract administration)	10 hrs	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00	13500/day	\$ 13,500.00
Explosives Supervisor (per hour)	10 hrs	\$ -		\$ 500.00	\$ 5,000.00	\$ 70.00	\$ 700.00	NA	
Ground Labor (per hour)	10 hrs	\$ 50.00	\$ 3,500.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	450/day	\$ 450.00
Approx # of Laborers				4		4			
Mobilization (Emergency Travel, lump sum)	Lump Sum (1-time)	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,900.00	\$ 3,900.00
Annual Retainer	Lump Sum (1-time)	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 900.00	\$ 900.00
<b>TOTAL DAILY COST</b>				\$ 27,587.50	\$ 42,200.00	\$ 30,002.50	\$ 37,980.00		

\*The bid forms varied in the format that the costs were reported. The costs were compared as best as possible. Some notes to consider are:  
1. Mobilization numbers varied by means of transportation. For the purposed of the cost comparison it was assumed that mobilization would be by ground.  
2. Two of the bidders included driver costs per hour for delivery. It was assumed that 10 hours would be used in the delivery calculation.  
3. Insurance costs and helicopter costs are not included per the bidding instructions.



11 12 1 11

---

ADDENDUM TO  
INTERLOCAL COOPERATION ACT AGREEMENT  
PLATTE RIVER ICE JAM REMOVAL

---

This Addendum (hereinafter referred to as "this Addendum") amends the agreement entitled "INTERLOCAL COOPERATION ACT AGREEMENT - PLATTE RIVER ICE JAM REMOVAL" (hereinafter referred to as "the Agreement"), executed by and among The Papio-Missouri River Natural Resources District; The Lower Platte North Natural Resources District; The Lower Platte South Natural Resources District; The County of Cass, State of Nebraska; The County of Douglas, State of Nebraska; The County of Sarpy, State of Nebraska; and, The County of Saunders, State of Nebraska.

For and in consideration of their mutual covenants, the parties agree that Paragraph 6 of the Agreement should be amended as follows:

6. **Reimbursement Fund:** The parties do hereby create the Ice Jam Reimbursement Fund, such fund to be held by the Papio-Missouri River Natural Resources District in an interest-bearing account in trust for the parties contributing thereto, in proportion to their contributions.

a. Within 45 days after the effective date of this Agreement, each party to this Agreement shall make an initial contribution to the Ice Jam Reimbursement Fund. Each party's initial contribution to such fund shall be in the amount shown, opposite such party's name, in the second column of the following table:

	Initial Contri- bution	Contri- bution %
Lower Platte North Natural Resources District	\$5,000	5.0%
Lower Platte South Natural Resources District	15,000	15.0%

Papio-Missouri River Natural Resources District	30,000	30.0%
County of Cass	2,500	2.5%
County of Douglas	20,000	20.0%
County of Sarpy	20,000	20.0%
County of Saunders	7,500	7.5%

b. For reimbursement of any portions of such advances which may exceed the amounts available in the Ice Jam Reimbursement Fund, the parties to this Agreement, within 30 days after demand by the trustee, shall make contributions to the reimbursement fund in the amount of such excess, and from time to time shall make contributions in such additional amounts as shall be necessary to preserve a \$100,000 balance in such fund. Each party's additional contribution towards such amounts shall be the respective percentage thereof shown opposite such party's name in the third column of the foregoing table.

c. Notwithstanding any other provisions of this Agreement,

~~(1) If the balance in the Ice Jam Reimbursement Fund exceeds \$100,000 at the end of any calendar year, the excess shall be distributed to the parties in proportion to their initial contributions to such fund, and,~~

~~(2) No party shall be required to contribute to the Ice Jam Reimbursement Fund in any calendar year in an amount exceeding the amount of such party's initial contribution to such fund,~~

~~except with the prior written consent of all of the parties to this Agreement.~~

d. As used herein, the term "costs" shall be deemed to include, but shall not be limited to, insurance premium increases and surcharges, of any sort whatsoever, which a party is required to pay or assume as a result of actions taken or responsibilities undertaken by such party pursuant to this Agreement.

e. Each year during the term of this Agreement the Papio-Missouri River Natural Resources District shall furnish to the other parties to this Agreement a written statement of the condition of the Ice Jam Reimbursement Fund.

3. Effective Date: This Addendum shall become effective upon execution by all parties.

4. Ratification: Except as amended by this Addendum, the Agreement is ratified and confirmed in all respects.

IN WITNESS WHEREOF,

This Addendum is executed by the Papio-Missouri River Natural Resources District on this 10<sup>th</sup> day of October, 1996, pursuant to resolution duly adopted by its Board of Directors.

Papio-Missouri River Natural  
Resources District

By   
General Manager

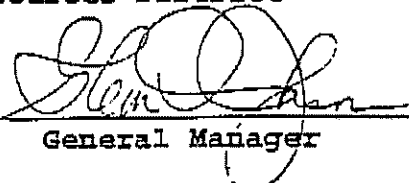
This Addendum is executed by The Lower Platte North Natural Resources District on this 25 day of June, 1996, pursuant to resolution duly adopted by its Board of Directors.

The Lower Platte North Natural  
Resources District

By   
General Manager

This Addendum is executed by The Lower Platte South Natural Resources District on this 21 day of October, 1996, pursuant to resolution duly adopted by its Board of Directors.

The Lower Platte South Natural  
Resources District

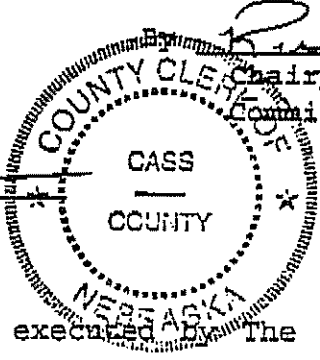
By   
General Manager

This Addendum is executed by The County of Cass on this 5 day of August, 1996, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Cass, Nebraska

Attest:

[Signature]  
County Clerk



[Signature]  
Chairperson, Board of Commissioners

This Addendum is executed by The County of Douglas on this 9<sup>th</sup> day of September, 1996, pursuant to resolution duly adopted by its Board of Commissioners.

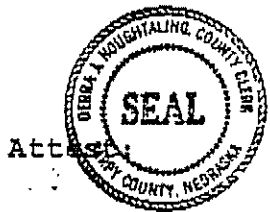
The County of Douglas, Nebraska,

Attest:  
[Signature]  
County Clerk

By [Signature]  
Chairperson, Board of Commissioners

This Addendum is executed by The County of Sarpy on this 1st day of October, 1996, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Sarpy, Nebraska



Attest:  
[Signature]  
County Clerk

By [Signature]  
Chairperson, Board of Commissioners

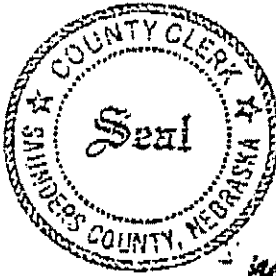
This Addendum is executed by The County of Saunders on this 21 day of June, 1993 pursuant to resolution duly adopted by its Board of Commissioners.

The County of Saunders, Nebraska

Attest:

By Alvin Kestel  
Chairperson, Board of  
Commissioners

[Signature]  
County Clerk



---

INTERLOCAL COOPERATION ACT AGREEMENT

PLATTE RIVER ICE JAM REMOVAL

---

1. Parties: This Agreement is made by and among the following parties:

The Papio-Missouri River Natural Resources District;  
The Lower Platte North Natural Resources District;  
The Lower Platte South Natural Resources District;  
The County of Cass, State of Nebraska;  
The County of Douglas, State of Nebraska;  
The County of Sarpy, State of Nebraska; and,  
The County of Saunders, State of Nebraska.

2. Authority: This Agreement is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.) and the Nebraska Disaster and Civil Defense Act (§§81-829.36 to 81-829.68, R.R.S., 1943), and, whenever possible, this Agreement shall be construed in conformity therewith.

3. Purpose: This Agreement provides for the institution and implementation of an interjurisdictional plan having the limited purpose of dealing with ice jams in the lower Platte River, South of the limits of the City of Fremont, Nebraska.

4. Plan: The parties to this Agreement do hereby adopt the following plan for dealing with ice jams:

1130

a. If the General Manager of the Papio-Missouri River Natural Resources District, or the Emergency Management Director of each county within which an ice jam is occurring or impounding flood waters, after a personal inspection of the affected area, shall determine that flood waters impounded by an ice jam in, on, or adjacent to the Platte River south of the limits of the City of Fremont, Nebraska, pose an imminent threat of widespread or severe flood damage, injury or loss of life or property unless such ice jam is promptly removed and the impounded waters released; and, if the General Manager of the Papio-Missouri River Natural Resources District or the principal executive officer of each such county within which such ice jam is occurring or impounding flood waters shall execute a written proclamation containing the aforesaid determination(s), and including his, her, or their determination that such ice jam and resulting impoundment of flood waters constitute a local disaster emergency within the contemplation of §81-829.50(1), R.R.S., 1943, and, in accordance with §81-829.50(1), R.R.S., 1943, shall immediately mail a copy of such proclamation to the State Civil Defense Agency and the county clerk of each county within which such ice jam is occurring or impounding flood waters, then the General Manager of the Papio-Missouri River Natural Resources District (or, in his or her absence, the Assistant General Manager of the Papio-Missouri River Natural Resources District), hereinafter referred to as "the Implementing Officer," shall be, and is hereby,

authorized and directed to (i) consult the Emergency Management Directors of the parties and such engineers, hydrologists, or other persons having expertise who such officer determines shall be available, (ii) consult the U. S. Army Corps of Engineers, (iii) determine the most feasible method of obtaining the timely removal of such ice jam and release of impounded flood waters, and (iv) request that the parties to this Agreement having available personnel or equipment necessary to implement such method of ice jam removal to commence the utilization of such personnel and equipment for such purpose.

b. If, as a result of such consultations the Implementing Officer determines that the immediate use of explosives is the only feasible method to obtain the timely removal of such ice jam and timely release of impounded flood waters, then such officer, on behalf of the Papio-Missouri River Natural Resources District, may employ such other persons, firms or corporations who or which he or she determines are qualified, upon such terms and conditions as he or she determines reasonable, to remove such ice jam and release such impounded flood waters, using explosives.

c. In accordance with § 81-829.50, R.R.S., 1943, no such declaration, utilization, or employment shall be continued, extended, or renewed for a period in excess of seven days after the date of the original declaration, without the consent of the Board of each county within which the respective ice jam is occurring or impounding flood waters, expressed by resolution.



5. **Cost Sharing:** The necessary costs incurred in the course or as a result of removal of ice jams pursuant to this Agreement shall be advanced by the party providing personnel or equipment, employing other persons, firms or corporations, or otherwise incurring such costs for such removal work, as provided above; provided, however, reimbursement of such costs shall be made by the Papio-Missouri River Natural Resources District within 60 days after demand, from the reimbursement fund created by the following paragraph.

6. **Reimbursement Fund:** The parties do hereby create the Ice Jam Reimbursement Fund, such fund to be held by the Papio-Missouri River Natural Resources District in an interest-bearing account in trust for the parties contributing thereto, in proportion to their contributions.

a. Within 45 days after the effective date of this Agreement, each party to this Agreement shall make an initial contribution to the Ice Jam Reimbursement Fund. Each party's initial contribution to such fund shall be in the amount shown, opposite such party's name, in the second column of the following table:

	Initial Contri- bution	Contri- bution %
Lower Platte North Natural Resources District	\$5,000	5.0%
Lower Platte South Natural Resources District	15,000	15.0%
Papio-Missouri River Natural Resources District	30,000	30.0%

County of Cass	2,500	2.5%
County of Douglas	20,000	20.0%
County of Sarpy	20,000	20.0%
County of Saunders	7,500	7.5%

b. For reimbursement of any portions of such advances which may exceed the amounts available in the Ice Jam Reimbursement Fund, the parties to this Agreement, within 30 days after demand by the trustee, shall make contributions to the reimbursement fund in the amount of such excess, and from time to time shall make contributions in such additional amounts as shall be necessary to preserve a \$100,000 balance in such fund. Each party's additional contribution towards such amounts shall be the respective percentage thereof shown opposite such party's name in the third column of the foregoing table.

c. Notwithstanding any other provisions of this Agreement,

(1) If the balance in the Ice Jam Reimbursement Fund exceeds \$100,000 at the end of any calendar year, the excess shall be distributed to the parties in proportion to their initial contributions to such Fund; and,

(2) No party shall be required to contribute to the Ice Jam Reimbursement Fund in any calendar year in an amount exceeding the amount of such party's initial contribution to such fund,

except with the prior written consent of all of the parties to this Agreement.

d. As used herein, the term "costs" shall be deemed to include, but shall not be limited to, insurance premium increases and surcharges, of any sort whatsoever, which a party is required to pay or assume as a result of actions taken or responsibilities undertaken by such party pursuant to this Agreement.

7. **Effective Date:** This Agreement shall become effective upon execution by all parties.

8. **Duration of Agreement:** This Agreement shall have permanent duration, but may be terminated by any party without cause effective upon 90 days notice to the other parties. Such termination shall not affect any rights of reimbursement under this Agreement for costs incurred or moneys advanced for actions taken or responsibilities assumed by another party during the term of and pursuant to this Agreement. In the event of such termination, all contributions made by a terminating party to the above-described reimbursement fund that are unexpended from the fund as of the effective date of termination shall be returned to such party, pro rata.

IN WITNESS WHEREOF,

This Agreement is executed by the Papio-Missouri River Natural Resources District on this 18th day of January, 1995, pursuant to resolution duly adopted by its Board of Directors.

Papio-Missouri River Natural  
Resources District

By   
General Manager

This Agreement is executed by The Lower Platte North  
Natural Resources District on this 18<sup>th</sup> day of January,  
1995, pursuant to resolution duly adopted by its Board of  
Directors.

The Lower Platte North Natural  
Resources District

By   
General Manager

This Agreement is executed by The Lower Platte South  
Natural Resources District on this 18<sup>th</sup> day of January,  
1995, pursuant to resolution duly adopted by its Board of  
Directors.

The Lower Platte South Natural  
Resources District

By   
General Manager

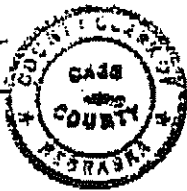
This Agreement is executed by The County of Cass on this 7<sup>th</sup> day of February, 1995, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Cass, Nebraska,

By Wilton Probst  
Chairperson, Board of  
Commissioners

Attest:

Alan D. Leschert  
County Clerk



This Agreement is executed by The County of Douglas on this 11<sup>th</sup> day of January, 1995, pursuant to resolution duly adopted by its Board of Commissioners.

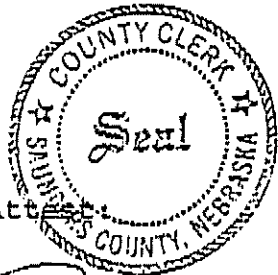
The County of Douglas, Nebraska,

By Clare Duda  
Chairperson, Board of  
Commissioners

Attest:

[Signature]  
County Clerk

This Agreement is executed by The County of Saunders on this 19 day of January, 1995, pursuant to resolution duly adopted by its Board of Commissioners.



The County of Saunders, Nebraska,

By [Signature]  
Chairperson, Board of  
Commissioners

[Signature]  
County Clerk

This Agreement is executed by the County of Sarpy on this 10<sup>th</sup>  
day of January, 1995, pursuant to resolution duly adopted by  
its Board of Commissioners.



The County of Sarpy, Nebraska,

By [Signature]  
Chairperson, Board of  
Commissioners

Attest:

[Signature]  
County Clerk

Approved as to form: [Signature]  
County Attorney