

Memorandum

To: Programs, Projects and Operations Subcommittee

Re: Second Amendment to Ice Jam Interlocal Agreement

Date: June 2, 2009

From: Amanda Grint, Water Resources Engineer

The Platte River Ice Jam Removal Interlocal Cooperation Act Agreement was established in 1994 between the Papio-Missouri River NRD, Lower Platte South NRD, Lower Platte North NRD, Douglas County, Sarpy County, Cass County and Saunders County. The intent of the agreement was to proportionately share in the cost of ice jam removal with explosives for a reach of the Platte River from the mouth to Fremont (50 miles) and the Elkhorn River located in Sarpy County and a portion of Salt Creek located within ½ mile of the confluence of the Platte. The Papio-Missouri River NRD would administer that agreement and maintain a balance of \$100,000 in an interest bearing account. The Agreement was amended in 1996 to allow any interest received to remain in the account rather than being distributed to the partners and to provide an annual update on the funds to the partners.

In early 2008, a new contract was established with an explosives contractor, Dykon Explosives. In updating the costs of services, it was determined that a one day estimated total for ice removal with explosives would be \$61,480 and a three day total would be \$157,040. The additional costs in the new contract which are mainly due to increased insurance premiums, necessitate an increase in the Ice Jam Fund. In a December 2008, at the annual Ice Preparedness meeting, it was reported to the partners that an increase in funds would be necessary and that the agreement would need to be amended so that the balance in the fund would be maintained at \$150,000. Attached is the Second Amendment to the Interlocal Cooperation Act for your consideration. The contributions would be distributed as follows:

<u>Entity</u>	<u>%</u>	<u>Current Contribution</u>	<u>Proposed Contribution</u>	<u>Difference</u>
Papio NRD	30	\$30,000	\$45,000	\$15,000
LPNNRD	5	\$5,000	\$7,500	\$2,500
LPSNRD	15	\$15,000	\$22,500	\$7,500
Douglas Co	20	\$20,000	\$30,000	\$10,000
Sarpy Co	20	\$20,000	\$30,000	\$10,000
Saunders Co	7.5	\$7,500	\$11,250	\$3,750
Cass Co	2.5	\$2,500	\$3,750	\$1,250
Total	100	\$100,000	\$150,000	\$50,000

- **It is management's recommendation that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the Second Amendment to the Interlocal Cooperation Act Agreement for Platte River Ice Jam Removal subject to changes deemed necessary by the General Manager, and approval as to form by District Legal Counsel.**

SECOND ADDENDUM TO
INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER ICE JAM REMOVAL

This Second Addendum (hereinafter referred to as "this Addendum") further 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, amended by an Addendum to the Agreement effective on October 21, 1996, should be further amended, for the purpose of increasing from \$100,000 to \$150,000 the amount intended to be preserved as a balance in the Reimbursement Fund account, 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~~\$150,000 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, 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.

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 ____ day of _____, 20____, 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 ____ day of _____, 20____, 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 ____ day of _____, 20____, 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 ____ day of _____, 20____, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Cass, Nebraska

Attest:

By _____
Chairperson, Board of Commissioners

County Clerk

This Addendum is executed by The County of Douglas on this ____ day of _____, 20____, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Douglas, Nebraska,

Attest:

By _____
**Chairperson, Board of
Commissioners**

County Clerk

This Addendum is executed by The County of Sarpy on this ____ day of _____, 20____, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Sarpy, Nebraska

Attest:

By _____
**Chairperson, Board of
Commissioners**

County Clerk

This Addendum is executed by The County of Saunders on this ____ day of _____, 20____, pursuant to resolution duly adopted by its Board of Commissioners.

The County of Saunders, Nebraska

Attest:

By _____
**Chairperson, Board of
Commissioners**

County Clerk