




# LOWER PLATTE SOUTH natural resources district

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Agenda Item #12

## Memorandum

**Date:** April 10, 2026  
**To:** Board of Directors  
**From:** David Potter, General Manager   
**RE:** Platte River Subcommittee – April 8, 2026, Meeting Minutes.

The Platte River Subcommittee met at the NRD office on Wednesday, April 8, 2026. Subcommittee members in attendance included Luke Peterson, Gary Aldridge, Gary Hellerich, Don Jacobson, Suzanne Mealer, and Ken Vogel. Directors absent included David Hibler and Christine Lamberty. Others in attendance included Bob Andersen, Bryce Jensen and David Potter. The meeting was called to order by Chair Peterson at 5:03 p.m. and the agenda was reviewed. The one action item on the agenda for consideration was a **second amendment to the Second Amended Interlocal Cooperation Act Agreement for the Lower Platte River Phragmites Management Program.**

Potter stated that the Lower Platte South NRD entered into an agreement in 2009 with Lower Platte North NRD and Pappio-Missouri River NRD (PMRNRD) to establish a fund and cost-share program to help control phragmites and other invasive vegetation in the floodplains of the Platte and Elkhorn Rivers and Shell and Salt Creeks. Subsequent amendments to the agreement were executed in 2014, 2016, and 2024. Amendments expanded the program to include the survey and control of “targeted vegetation” along tributaries of the Platte and Elkhorn Rivers and Shell and Salt Creeks. The amended agreement set the annual cost share from each NRD at \$30,000, providing an annual funding of \$90,000 to complete the work needed under the agreement. The NRDs have contributed \$60,000 each for annual funding of \$180,000 for the years when state funds were not available. This work includes ground and aerial surveys to best identify areas of phragmites and other invasive vegetation and aerial spraying of herbicide on target areas by helicopter. The First Amendment to the Second Amended Interlocal Agreement for the Lower Platte River Phragmites Management Program that is currently in place superseded the other previous agreements.

This program has been effective and works in conjunction with the Lower Platte Weed Management Area Association (LPWMA) to reduce areas of phragmites in the Lower Platte. At the same time, the annual spraying has also helped control other noxious weeds and some invasive woody vegetation. This overgrowth of vegetation in river channels has adverse effects on habitat, river flows, and recreational use as well as causing obstructions for flood flows and ice break up.

PMRNRD maintains this fund while coordinating with the LPWMA to utilize state grant funds or other grant funds before the interlocal funds are expended. This Second Amendment to the Second Amended Interlocal Agreement (attached) revises the agreement to allow the use of airboats to survey and spray additional areas where a helicopter is not suited. Additional items revised to the interlocal include language to allow for spraying in the floodplain of the Platte (its tributaries) and to include the use of airboats to spray and survey for targeted vegetation. All other sections of the First Amendment to the Second Amended Interlocal Cooperation Act Agreement will remain effective. A copy of all the previous agreements were provided to the subcommittee.

Bryce Jensen explained participation in the Lower Platte Weed Management Association and the benefits of the Program. Jensen identified different herbicides that have been used in the past and answered questions of the subcommittee.

**It was moved by Vogel, seconded by Jacobson, and approved 5-1 (with Aldridge voting “present”) to recommend the Board of Directors approve and authorize the General Manager to sign the Second Amendment to the Second Amended Interlocal Agreement with Papio-Missouri River NRD and Lower Platte North NRD for the Lower Platte River Phragmites Management Program.**

The last item was discussion on **proposed dates for the next subcommittee meeting pertaining to the FY27 Long Range Implementation Plan and Budget**. The subcommittee set LRIP meeting for Wednesday, April 29<sup>th</sup> at 5:00 p.m. A presentation by the Tern and Plover Conservation Partnership will also be given at that time.

With no further business or discussion, the meeting was adjourned at 5:30 p.m.

Attachment: 1

Pc: file

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**SECOND AMENDMENT TO THE SECOND AMENDED INTERLOCAL  
COOPERATION ACT AGREEMENT  
LOWER PLATTE RIVER PHRAGMITES MANAGEMENT PROGRAM**

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**THIS SECOND AMENDMENT** (hereinafter referred to as "this **SECOND AMENDMENT**") is entered into by and between the **LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**, the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (referred collectively as the "CONTRACTING NRDS") the pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.)

**RECITALS:**

**WHEREAS** the CONTRACTING NRDS entered into an Interlocal Cooperation Act that was executed in September and October of 2009 by the CONTRACTING NRDS which outlined the various tasks and obligations of the CONTRACTING NRDS in order to implement a Phragmites Management Program on the Lower Platte River;

**WHEREAS** the CONTRACTING NRDS entered into an Amended Agreement that was executed in July of 2014 which outlined changes to the various tasks and obligations of the CONTRACTING NRDS in order to implement a Phragmites Management Program on the Lower Platte River;

**WHEREAS**, the CONTRACTING NRDS entered into a Second Amended Agreement that was executed in 2016 which clarified the process of how contracts were to be awarded and increased cost-sharing contributions among the CONTRACTING NRDS, among other things, for the Phragmites Management Program on the Lower Platte River;

**WHEREAS**, the CONTRACTING NRDS entered into an Amendment to the Second Amended Agreement that was executed in 2024 which modified the means for

aerial application and mechanical removal to incorporate the utilization of new technology for the application of herbicide; and

**WHEREAS**, the CONTRACTING NRDS desire to amend the Second Amended Agreement a second time to incorporate the use of airboats to survey and spray where helicopters are not suitable, expand the area of spraying and create flexibility for funding if state and grant funds are not available in this SECOND AMENDMENT.

**NOW THEREFORE**, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the CONTRACTING NRDS agree to this SECOND AMENDMENT to the Second Amended Agreement as follows:

- 1) The first WHEREAS paragraph should be deleted in its entirety and replaced with the following:

**WHEREAS**, the flood channels and floodplains of the Lower Platte River, Elkhorn River, Shell Creek, Salt Creek and their tributaries (referred to collectively as "the **FLOOD CHANNELS**") in the COUNTIES of BUTLER, CASS, COLFAX, DODGE, DOUGLAS, LANCASTER, PLATTE, SARPY, SAUNDERS and SEWARD (referred to collectively as "the **AFFECTED COUNTIES**" and individually as an "**AFFECTED COUNTY**") have become infested by *Phragmites australis* (hereinafter referred to as "**PHRAGMITES**"), as well as other noxious weeds and invasive vegetation including but not limited to willows and cottonwoods (referred to collectively as the "**TARGET VEGETATION**"), that tend to bond with winter ice formations and impede the natural breakup and discharge of broken ice flows from the FLOOD CHANNELS, aggravating spring flooding;

- 2) The paragraph **(a)** under Program Plan titled **AERIAL SURVEY** shall be deleted in its entirety and replaced with the following:

- a) Aerial Survey: On or about the 1<sup>st</sup> day of July of each year during the term of THIS AMENDED AGREEMENT, the P-MRNRD shall retain one or more

qualified contractors to perform an aerial survey of the TARGET VEGETATION in the AFFECTED COUNTIES ("the AERIAL SURVEY"). The AFFECTED COUNTIES or CONTRACTING NRDS may also contract for survey work from airboat or other necessary means to locate TARGET VEGETATION. The AERIAL SURVEY shall be performed during the month of July or sooner in such year and shall be designed to determine and plot on appropriate maps, using GPS technology, the areas of serious infestations of TARGET VEGETATION in the FLOOD CHANNELS in the AFFECTED COUNTIES. Upon its receipt of the reports of the AERIAL SURVEY the P-MRNRD shall submit copies thereof to the CONTRACTING NRDS for their approvals, following which such reports shall be transmitted by the P-MRNRD to the County Boards of the AFFECTED COUNTIES, along with notice of the amounts budgeted by the CONTRACTING NRDS for cost assistance for the PROGRAM.

3) The paragraph (b) under Program Plan titled **COUNTY DESIGNATION** shall be deleted in its entirety and replaced with the following:

b. County designation: Each year, after an AFFECTED COUNTY has received from the P-MRNRD the report of the AERIAL SURVEY showing infestations of TARGET VEGETATION in the FLOOD CHANNELS in such county, along with notification to such AFFECTED COUNTY of the amount budgeted by the CONTRACTING NRDS for cost subsidization for control of TARGET VEGETATION in such county, an AFFECTED COUNTY desiring PROGRAM assistance shall provide to the P-MRNRD a designation of the FLOOD CHANNELS within such AFFECTED COUNTY that the COUNTY determines should receive an AERIAL APPLICATION of herbicide or receive mechanical removal of TARGET VEGETATION ("MECHANICAL REMOVAL") or UAS (drone) or airboat spraying.

c. The paragraph (b) under **COST SHARING** shall be deleted in its entirety and replaced with the following:

(b) On or before the first day of September of each year during the term of THIS SECOND AMENDED AGREEMENT the CONTRACTING NRDS shall make equal contributions to the PHRAGMITES FUND in the following amounts, to-wit:

Lower Platte North Natural Resources District,	\$30,000
Lower Platte South Natural Resources District,	\$30,000
Papio-Missouri River Natural Resources District,	\$30,000
Total	\$90,000

Provided, however, if at any time the uncommitted balance in the PHRAGMITES FUND is less than \$90,000, then, within 30 days after notice thereof from the P-MRNRD, the CONTRACTING NRDS each shall contribute to the PHRAGMITES FUND such equal amounts as may be required to restore the uncommitted balance in the PHRAGMITES FUND to \$90,000. The CONTRACTING NRDS may choose to increase funding in certain years if state funds and grants are not available, such funding increases are subject to approval by each of the CONTRACTING NRDS. As used in THIS AMENDED AGREEMENT, the term "actual costs" shall include but shall not be limited to insurance premiums, increases or surcharges, and other ordinary and reasonable costs and expenses, which P-MRNRD is required to pay or assume as a result of duties undertaken by P-MRNRD pursuant to THIS AMENDED AGREEMENT.

Except as modified by this SECOND AMENDMENT, the Second Amended Agreement is ratified and confirmed in all respects.

[SIGNATURE PAGE TO FOLLOW]

THIS AMENDMENT is executed by the Lower Platte North Natural Resources District on this \_\_\_\_ day of \_\_\_\_\_, 2026 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

By \_\_\_\_\_  
General Manager

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this \_\_\_\_ day of \_\_\_\_\_, 2026 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

By \_\_\_\_\_  
General Manager

THIS AMENDMENT is executed by the Papio-Missouri River Natural Resources District on this \_\_\_\_ day of \_\_\_\_\_, 2026 pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

By \_\_\_\_\_  
General Manager

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**AMENDMENT TO THE SECOND AMENDED INTERLOCAL COOPERATION ACT  
AGREEMENT  
LOWER PLATTE RIVER PHRAGMITES MANAGEMENT PROGRAM**

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**THIS AMENDMENT** (hereinafter referred to as "this **AMENDMENT**") is entered into by and between the **LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**, the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (referred collectively as the "CONTRACTING NRDS") the pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.)

**RECITALS:**

**WHEREAS** the CONTRACTING NRDS entered into an Interlocal Cooperation Act that was executed in September and October of 2009 by the CONTRACTING NRDS which outlined the various tasks and obligations of the CONTRACTING NRDS in order to implement a Phragmites Management Program on the Lower Platte River;

**WHEREAS** the CONTRACTING NRDS entered into an Amended Agreement that was executed in July of 2014 which outlined changes to the various tasks and obligations of the CONTRACTING NRDS in order to implement a Phragmites Management Program on the Lower Platte River;

**WHEREAS**, the CONTRACTING NRDS entered into a Second Amended Agreement that was executed in 2016 which clarified the process of how contracts were to be awarded and increased cost-sharing contributions among the CONTRACTING NRDS, among other things, for the Phragmites Management Program on the Lower Platte River; and

**WHEREAS**, the CONTRACTING NRDS desire to amend the Second Amended Agreement to incorporate the utilization of technology for the application of herbicide meeting the criteria set forth in the Second Amended Agreement through this **AMENDMENT**.

**NOW THEREFORE**, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the CONTRACTING NRDS agree to amend the Second Amended Agreement as follows:

1) The paragraph (c) under Program Plan titled **AERIAL APPLICATION AND MECHANICAL REMOVAL** shall be deleted in its entirety and replaced with the following:

(C)Aerial Application and Mechanical Removal: Upon receipt of such designations, and using written plans and specifications and other contract documents prepared by the P-MRNRD (collectively, the "**CONTRACT DOCUMENTS**"), the P-MRNRD shall i) advertise for sealed bids for a contractor (the "**PROGRAM APPLICATOR**") to provide helicopter application and/or Unmanned Aerial Systems (UAS) application (the "**AERIAL APPLICATION**") of the herbicide designated by the trade name of "Habitat" or approved equal or other approved effective herbicide upon TARGET VEGETATION on lands in the FLOOD CHANNELS within the respective AFFECTED COUNTIES that CONTRACTING NRDS have approved for the AERIAL APPLICATION or ii) advertise for sealed bids for a contractor (the "**PROGRAM MECHANICAL CONTRACTOR**") to provide mechanical removal of TARGET VEGETATION in the FLOOD CHANNELS within the AFFECTED COUNTIES that CONTRACTING NRDS have approved for mechanical clearing.

Except as modified by this AMENDMENT, the Second Amended Agreement is ratified and confirmed in all respects.

[SIGNATURE PAGE TO FOLLOW]

THIS AMENDMENT is executed by the Lower Platte North Natural Resources District on this \_\_\_\_ day of \_\_\_\_\_, 2024 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

By \_\_\_\_\_  
General Manager

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this 18 day of April, 2024 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

By   
General Manager

THIS AMENDMENT is executed by the Pappio-Missouri River Natural Resources District on this \_\_\_\_ day of \_\_\_\_\_, 2024 pursuant to resolution duly adopted by its Board of Directors.

**PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

By \_\_\_\_\_  
General Manager

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**SECOND AMENDED INTERLOCAL COOPERATION ACT AGREEMENT  
LOWER PLATTE RIVER PHRAGMITES MANAGEMENT PROGRAM**

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**THIS SECOND AMENDED AGREEMENT ("THIS SECOND AMENDED AGREEMENT")** supercedes and replaces the Amended Agreement that was executed on July 14, 2014, by the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT; executed on July 21, 2014, by the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and executed on July 10, 2014, by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and the **INTERLOCAL COOPERATION ACT AGREEMENT** that was executed on September 14, 2009, by the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT; executed on October 15, 2009, by the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and executed on September 20, 2009, by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("**P-MRNRD**"), (referred collectively as "**the CONTRACTING NRDS**"); and,

**WHEREAS**, the flood channels of the lower Platte River, Elkhorn River, Shell Creek, Salt Creek and their tributaries (referred to collectively as "**the FLOOD CHANNELS**") in the COUNTIES of BUTLER, CASS, COLFAX, DODGE, DOUGLAS, LANCASTER, PLATTE, SARPY, SAUNDERS and SEWARD (referred to collectively as "**the AFFECTED COUNTIES**" and individually as an "**AFFECTED COUNTY**") have become infested by *Phragmites australis* (hereinafter referred to as "**PHRAGMITES**"), as well as other noxious weeds and invasive vegetation including but not limited to willows and cottonwoods (referred to collectively as the "**TARGET VEGETATION**"), that tends to bond with winter ice formations and impede the natural breakup and discharge of broken ice floes from the FLOOD CHANNELS, aggravating spring flooding; and,

**WHEREAS**, Neb. Rev. Stat. § 2-3229, authorizes natural resources districts to "develop and execute . . . plans, facilities, works, and programs relating to . . . (2) prevention of damages from flood water and sediment, (3) flood prevention and control, . . . [and] (6) development, management, utilization, and conservation of ground water and

surface water. . . ; [and] 10) development and management of fish and wildlife habitat"; and,

**WHEREAS**, Neb. Rev. Stat. § 2-3235, among other things, authorizes the CONTRACTING NRDS to cooperate with or to enter into agreements with and, within the limits of appropriations available, to furnish financial or other aid to any cooperator, any agency, governmental or otherwise, or any owner or occupier of lands within the district for the carrying out of projects for benefit of the district as authorized by law, subject to such conditions as their boards of directors may deem necessary; and,

**WHEREAS**, the CONTRACTING NRDS hereby determine that it will be to the general public benefit, with only an incidental special benefit, to institute a program (hereinafter referred to as "the **PROGRAM**") to assist the AFFECTED COUNTIES and their weed control authorities to carry out an intensive, efficient and economical program for control of the TARGET VEGETATION in the FLOOD CHANNELS of the CONTRACTING NRDS; and,

**WHEREAS**, THIS AMENDED AGREEMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), without any separate legal entity being created, to conduct the joint and cooperative undertaking contemplated herein, and, whenever possible, THIS AMENDED AGREEMENT shall be construed in conformity with such Act.

**NOW, THEREFORE**, in consideration of their mutual covenant hereinafter expressed, the CONTRACTING NRDS agree as follows:

**Program Plan:** The CONTRACTING NRDS do hereby adopt the following plan for administering the PROGRAM:

- a) Aerial Survey: On or about the 1<sup>st</sup> day of July of each year during the term of THIS AMENDED AGREEMENT, the P-MRNRD shall retain one or more qualified contractors to perform an aerial survey of the TARGET VEGETATION in the AFFECTED COUNTIES ("the **AERIAL SURVEY**") The AERIAL SURVEY shall be performed during the month of July in such year and shall be designed to determine and plot on appropriate maps, using GPS technology, the areas of serious infestations of TARGET VEGETATION in the

FLOOD CHANNELS in the AFFECTED COUNTIES. Upon its receipt of the reports of the AERIAL SURVEY the P-MRNRD shall submit copies thereof to the CONTRACTING NRDS for their approvals, following which such reports shall be transmitted by the P-MRNRD to the County Boards of the AFFECTED COUNTIES, along with notice of the amounts budgeted by the CONTRACTING NRDS for cost assistance for the PROGRAM.

b) County designation: Each year, after an AFFECTED COUNTY has received from the P-MRNRD the report of the AERIAL SURVEY showing infestations of TARGET VEGETATION in the FLOOD CHANNELS in such county, along with notification to such AFFECTED COUNTY of the amount budgeted by the CONTRACTING NRDS for cost subsidization for control of TARGET VEGETATION in such county, an AFFECTED COUNTY desiring PROGRAM assistance shall provide to the P-MRNRD a designation of the FLOOD CHANNELS within such AFFECTED COUNTY that the COUNTY determines should receive an AERIAL APPLICATION of herbicide or receive mechanical removal of TARGET VEGETATION ("MECHANICAL REMOVAL").

c) Aerial Application and Mechanical Removal: Upon receipt of such designations, and using written plans and specifications and other contract documents prepared by the P-MRNRD (collectively, the "**CONTRACT DOCUMENTS**"), the P-MRNRD shall i) advertise for sealed bids for a contractor (the "**PROGRAM APPLICATOR**") to provide helicopter application (the "**AERIAL APPLICATION**") of the herbicide designated by the trade name of "Habitat" upon TARGET VEGETATION on lands in the FLOOD CHANNELS within the respective AFFECTED COUNTIES that CONTRACTING NRDS have approved for the AERIAL APPLICATION or ii) advertise for sealed bids for a contractor (the "**PROGRAM MECHANICAL CONTRACTOR**") to provide mechanical removal of TARGET VEGETATION in the FLOOD CHANNELS within the AFFECTED COUNTIES that CONTRACTING NRDS have approved for mechanical clearing.

d) Bid Awards: The P-MRNRD shall open and tabulate such bids and determine the lowest responsive bid; and communicate such determination to the other CONTRACTING NRDS for their approvals, which shall not be

unreasonably delayed or withheld. After receipt of such approvals, the P-MRNRD shall execute a contract with such lowest responsive bidder for performance of the AERIAL APPLICATIONS on the MECHANICAL REMOVAL in accordance with the CONTRACT DUCUMENTS, and shall administer such contract to conclusion and final acceptance.

**County repayment.** Each year, on or before December 31, each AFFECTED COUNTY shall be billed for repayment to the P-MRNRD for AERIAL APPLICATIONS performed by the PROGRAM APPLICATOR in such AFFECTED COUNTY as follows, to-wit:

a) **Subsidized repayment:** 50% of the cost to the CONTRACTING NRDS of the PROGRAM APPLICATOR'S services for those AERIAL APPLICATIONS performed on those FLOOD CHANNELS in such AFFECTED COUNTY where all of the following conditions exist: (1) such FLOOD CHANNELS had been designated by the P-MRNRD on an AERIAL SURVEY as containing infestations of TARGET VEGETATION consisting of PHRAGMITES or other noxious weeds; (2) the owner of such lands in such FLOOD CHANNELS has executed a release in writing consenting to a voluntary AERIAL APPLICATION and (3) the owner of such lands in such FLOOD CHANNEL has subscribed to the PROGRAM and thereby agreed to pay one-half (50%) of the estimated direct costs to the CONTRACTING NRDS of such AERIAL APPLICATION; provided, however, such PROGRAM subsidy shall be applicable to lands shown on the AERIAL SURVEY only to the extent of the afore-described budget by the CONTRACTING NRDS for cost subsidization for such county.

b) **Non-subsidized payment:** 100% of the fees of the PROGRAM APPLICATOR for AERIAL APPLICATIONS on other FLOOD CHANNEL lands in such AFFECTED COUNTY.

**ROW RELEASES.** Each of the AFFECTED COUNTIES shall search the records of such county for the purpose of determining the ownership of the lands designated by such county for AERIAL APPLICATION and, using such ownership information and forms for releases approved by the CONTRACTING NRDS, such AFFECTED COUNTY shall obtain releases (the "ROW RELEASES") over rights-of-way

necessary to authorize the AERIAL APPLICATIONS to be performed under THIS AMENDED AGREEMENT; and, in a timely manner, shall deliver such executed ROW RELEASES to the P-MRNRD.

**Contributions:** Contributions, fines, assessments, and other PROGRAM payments received by one of the AFFECTED COUNTIES from an owner of TARGET VEGETATION-infested FLOOD CHANNELS within such AFFECTED COUNTY, may be applied by such AFFECTED COUNTY towards such AFFECTED COUNTY'S cost repayments computed in accordance with THIS SECOND AMENDED AGREEMENT.

**Cost Sharing:** The CONTRACTING NRDS do hereby adopt the following plan for paying and reimbursing the costs of the PROGRAM:

a) The total actual costs incurred by the P-MRNRD and its contractors for preparation of PLANS AND SPECIFICATIONS for the PROJECT, for delineating the FLOOD CHANNELS infested with TARGET VEGETATION, for preparing forms for ROW RELEASES, for administering the PROGRAM CONTRACT, for compensating the AERIAL APPLICATOR, and such other actual and reasonable costs incurred by the P-MRNRD to advance the PROGRAM (collectively, the "**SHARED PROGRAM COSTS**"), shall be equally shared by the CONTRACTING NRDS and reimbursed to the P-MRNRD from a cash fund (the "**PHRAGMITES FUND**"), to be maintained by the P-MRNRD, and funded and expended in accordance with THIS AMENDED AGREEMENT.

b) On or before the first day of September of each year during the term of THIS SECOND AMENDED AGREEMENT the CONTRACTING NRDS shall make equal contributions to the PHRAGMITES FUND in the following amounts, to-wit:

Lower Platte North Natural Resources District,	\$30,000
Lower Platte South Natural Resources District,	\$30,000
Papio-Missouri River Natural Resources District,	\$30,000
Total	\$90,000

Provided, however, if at any time the uncommitted balance in the PHRAGMITES FUND is less than \$90,000, then, within 30 days after notice thereof from the P-MRNRD, the

CONTRACTING NRDS each shall contribute to the PHRAGMITES FUND such equal amounts as may be required to restore the uncommitted balance in the PHRAGMITES FUND to \$90,000. As used in THIS AMENDED AGREEMENT, the term "actual costs" shall include but shall not be limited to insurance premiums, increases or surcharges, and other ordinary and reasonable costs and expenses, which P-MRNRD is required to pay or assume as a result of duties undertaken by P-MRNRD pursuant to THIS AMENDED AGREEMENT.

**Indemnifications.** Each of the CONTRACTING NRDS agrees to indemnify and hold harmless the other CONTRACTING NRDS from and against any and all claims, demands and causes of action for damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of THIS SECOND AMENDED AGREEMENT, or failure of an AFFECTED COUNTY in such NRD to obtain sufficient ROW RELEASES over land that such AFFECTED COUNTY designates for AERIAL APPLICATIONS.

**Effective Date of Agreement:** THIS SECOND AMENDED AGREEMENT shall become effective upon execution by all CONTRACTING NRDS.

**Duration of Agreement:** THIS SECOND AMENDED AGREEMENT shall have permanent duration, unless or until terminated by any of the CONTRACTING NRDS as provided herein.

**Termination.** Upon accomplishment of the aforesaid purposes of the PROJECT, THIS SECOND AMENDED AGREEMENT may be terminated by any of the CONTRACTING NRDS upon 90 days notice to the other CONTRACTING NRDS. Such termination shall not affect any rights of reimbursement under THIS AMENDED AGREEMENT for actions taken or responsibilities assumed by another of the CONTRACTING NRDS pursuant to THIS SECOND AMENDED AGREEMENT.

**Disposal of Property:** Upon termination of THIS SECOND AMENDED AGREEMENT, any marketable property remaining in the hands of any of the CONTRACTING NRDS, that was acquired by the application of shared funds contributed by the CONTRACTING NRDS, shall be sold at public sale and the proceeds thereof distributed to the CONTRACTING NRDS in the proportions provided by THIS

SECOND AMENDED AGREEMENT for their contributions towards the SHARED PROGRAM COSTS.

**Administrator:** Except as may be otherwise provided herein, the General Manager of the P-MRNRD shall be the administrator of the PROGRAM, on behalf and subject to the direction of the Board of Directors of the P-MRNRD.

**IN WITNESS WHEREOF,**

THIS SECOND AMENDED AGREEMENT is executed by the Lower Platte North Natural Resources District on this 11<sup>th</sup> day of July, 2016 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

By   
General Manager

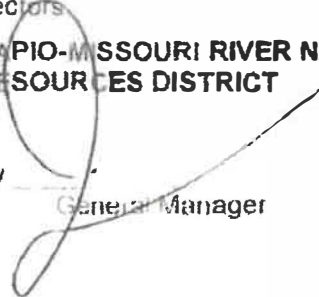
THIS SECOND AMENDED AGREEMENT is executed by the Lower Platte South Natural Resources District on this 8 day of August, 2016 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

By   
General Manager

THIS SECOND AMENDED AGREEMENT is executed by the Papio-Missouri River Natural Resources District on this 31<sup>st</sup> day of August, 2016 pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

By   
General Manager

**COPY**



LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**AMENDED INTERLOCAL COOPERATION ACT AGREEMENT  
LOWER PLATTE RIVER PHRAGMITES MANAGEMENT PROGRAM**

**THIS AMENDED AGREEMENT ("THIS AMENDED AGREEMENT")** supercedes and replaces ~~the~~ **INTERLOCAL COOPERATION ACT AGREEMENT** that was executed on September 14, 2009, by the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT; executed on October 15, 2009, by the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and executed on September 20, 2009, by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("**P-MRNRD**"), (referred collectively as "**the CONTRACTING NRDS**"); and,

**WHEREAS**, the flood channels of the lower Platte River, Elkhorn River, Shell Creek and Salt Creek (referred to collectively as "**the FLOOD CHANNELS**") in the COUNTIES of BUTLER, CASS, COLFAX, DODGE, DOUGLAS, LANCASTER, PLATTE, SARPY, SAUNDERS and SEWARD (referred to collectively as "**the AFFECTED COUNTIES**" and individually as an "**AFFECTED COUNTY**") have become infested by *Phragmites australis* (hereinafter referred to as "**PHRAGMITES**"), and other noxious and invasive vegetation (referred to collectively as the "**TARGET VEGETATION**"), that tends to bond with winter ice formations and impede the natural breakup and discharge of broken ice floes from the FLOOD CHANNELS, aggravating spring flooding; and,

**WHEREAS**, control of **TARGET VEGETATION** along the tributaries of the **FLOOD CHANNELS** in the **AFFECTED COUNTIES** ("**the TRIBUTARIES**") is necessary in order to prevent or reduce reinfestation of the **FLOOD CHANNELS**; and

**WHEREAS**, Neb. Rev. Stat. § 2-3229, authorizes natural resources districts to "develop and execute plans, facilities, works, and programs relating to \*\*\* (2) prevention of damages from flood water and sediment, (3) flood prevention and control, \*\*\* [and] (6) development, management, utilization, and conservation of ground water and surface water" \*\*\*; [and] 10) development and management of fish and wildlife habitat; and,

**WHEREAS**, Neb. Rev. Stat. § 2-3235, among other things, authorizes the CONTRACTING NRDS to cooperate with or to enter into agreements with and, within the limits of appropriations available, to furnish financial or other aid to any cooperator, any agency, governmental or otherwise, or any owner or occupier of lands within the district for the carrying out of projects for benefit of the district as authorized by law, subject to such conditions as their boards of directors may deem necessary; and,

**WHEREAS**, the CONTRACTING NRDS hereby determine that it will be to their general public benefit, with only an incidental special benefit, to institute a program (hereinafter referred to as "the **PROGRAM**") to assist the AFFECTED COUNTIES and their weed control authorities to carry out an intensive, efficient and economical program for control of the TARGET VEGETATION in the FLOOD CHANNELS and the TRIBUTARIES of the CONTRACTING NRDS; and,

**WHEREAS**, THIS AMENDED AGREEMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), without any separate legal entity being created, to conduct the joint and cooperative undertaking contemplated herein, and, whenever possible, THIS AMENDED AGREEMENT shall be construed in conformity with such Act.

**NOW, THEREFORE**, in consideration of their mutual covenant hereinafter expressed, the CONTRACTING NRDS agree as follows:

**Program Plan:** The CONTRACTING NRDS do hereby adopt the following plan for administering the PROGRAM:

a) Aerial Survey: On or about the 1<sup>st</sup> day of July of each year during the term of THIS AMENDED AGREEMENT, the P-MRNRD shall retain one or more qualified contractors to perform an aerial survey of the TARGET VEGETATION in the AFFECTED COUNTIES ("the **AERIAL SURVEY**") The AERIAL SURVEY shall be performed during the month of July in such year and shall be designed to determine and plot on appropriate maps, using GPS technology, the areas of serious infestations of TARGET VEGETATION in the AFFECTED COUNTIES. Upon its receipt of the reports of the AERIAL SURVEY the P-MRNRD shall submit copies thereof to the CONTRACTING NRDS for their approvals, following which such reports shall be transmitted by the P-

MRNRD to the County Boards of the AFFECTED COUNTIES, along with notice of the amounts budgeted by the CONTRACTING NRDS for cost assistance for the PROGRAM.

b) County designation: Each year, after an AFFECTED COUNTY has received from the P-MRNRD the report of the AERIAL SURVEY showing infestations of TARGET VEGETATION in the FLOOD CHANNELS and TRIBUTARIES in such county, along with notification to such AFFECTED COUNTY of the amount budgeted by the CONTRACTING NRDS for cost subsidization for control of TARGET VEGETATION in such county, an AFFECTED COUNTY desiring PROGRAM assistance shall provide to the P-MRNRD a designation of the FLOOD CHANNELS and/or TRIBUTARIES within such AFFECTED COUNTY that the COUNTY determines should receive an AERIAL APPLICATION of herbicide.

c) Aerial Applicator: Upon receipt of such designations, and using written plans and specifications and other contract documents prepared by the P-MRNRD (collectively, the "CONTRACT DOCUMENTS"), the P-MRNRD shall advertise for sealed bids for a contractor (the "PROGRAM APPLICATOR") to provide helicopter application (the "AERIAL APPLICATION") of a designated EPA approved herbicide upon TARGET VEGETATION on lands in the FLOOD CHANNELS and TRIBUTARIES within the respective AFFECTED COUNTIES that CONTRACTING NRDS have approved for the AERIAL APPLICATION. The P-MRNRD shall open and tabulate such bids and determine the lowest responsive bid; and communicate such determination to the other CONTRACTING NRDS for their approvals, which shall not be unreasonably delayed or withheld. After receipt of such approvals, the P-MRNRD shall execute a contract with such lowest responsive bidder for performance of the AERIAL APPLICATIONS in accordance with the CONTRACT DOCUMENTS, and shall administer such contract to conclusion and final acceptance.

County repayment. Each year, on or before December 31, each AFFECTED COUNTY shall be billed for repayment to the P-MRNRD for AERIAL APPLICATIONS performed by the PROGRAM APPLICATOR in such AFFECTED COUNTY as follows, to-wit:

a) Subsidized repayment for Flood Channels: 50% of the cost to the CONTRACTING NRDS of the PROGRAM APPLICATOR'S services for those AERIAL APPLICATIONS performed on those FLOOD CHANNELS in such AFFECTED COUNTY where all of the following conditions exist: (1) such FLOOD CHANNELS had

been designated by the P-MRNRD on an AERIAL SURVEY as containing infestations of TARGET VEGETATION; (2) the owner of such lands in such FLOOD CHANNELS has executed a release in writing consenting to a voluntary AERIAL APPLICATION and (3) the owner of such lands in such FLOOD CHANNEL has subscribed to the PROGRAM and thereby agreed to pay one-half (50%) of the estimated direct costs to the CONTRACTING NRDS of such AERIAL APPLICATION; provided, however, such PROGRAM subsidy shall be applicable to lands shown on the AERIAL SURVEY only to the extent of the afore-described budget by the CONTRACTING NRDS for cost subsidization for such county.

b) Subsidized repayment for Tributaries: 50% of the cost to the CONTRACTING NRDS of the PROGRAM APPLICATOR'S services for those AERIAL APPLICATIONS performed on those TRIBUTARIES in such AFFECTED COUNTY where all of the following conditions exist: (1) such TRIBUTARIES had been designated by the P-MRNRD on an AERIAL SURVEY as containing infestations of TARGET VEGETATION; (2) the owner of such lands in such TRIBUTARIES has executed a release in writing consenting to a voluntary AERIAL APPLICATION and (3) the owner of such lands in such TRIBUTARIES has subscribed to the PROGRAM and thereby agreed to pay one-half (50%) of the estimated direct costs to the CONTRACTING NRDS of such AERIAL APPLICATION; provided, however, such PROGRAM subsidy shall be applicable to lands shown on the AERIAL SURVEY only to the extent of the afore-described budget by the CONTRACTING NRDS for cost subsidization for such county.

c) Non-subsidized payment: 100% of the fees of the PROGRAM APPLICATOR for AERIAL APPLICATIONS on other FLOOD CHANNEL or TRIBUTARY lands in such AFFECTED COUNTY.

**ROW RELEASES.** Each of the AFFECTED COUNTIES shall search the records of such county for the purpose of determining the ownership of the lands designated by such county for AERIAL APPLICATION and, using such ownership information and forms for releases approved by the CONTRACTING NRDS, such AFFECTED COUNTY shall obtain releases (the "ROW RELEASES") over rights-of-way necessary to authorize the AERIAL APPLICATIONS to be performed under THIS AMENDED AGREEMENT; and, in a timely manner, shall deliver such executed ROW RELEASES to the P-MRNRD.

**Contributions:** Contributions, fines, assessments, and other PROGRAM payments received by one of the AFFECTED COUNTIES from an owner of TARGET VEGETATION-infested FLOOD CHANNELS and/or TRIBUTARIES within such AFFECTED COUNTY, may be applied by such AFFECTED COUNTY towards such AFFECTED COUNTY'S cost repayments computed in accordance with THIS AMENDED AGREEMENT.

**Cost Sharing:** The CONTRACTING NRDS do hereby adopt the following plan for paying and reimbursing the costs of the PROGRAM:

a) The total actual costs incurred by the P-MRNRD and its contractors for preparation of PLANS AND SPECIFICATIONS for the PROJECT, for delineating the FLOOD CHANNELS and/or TRIBUTARIES infested with TARGET VEGETATION, for preparing forms for ROW RELEASES, for administering the PROGRAM CONTRACT, for compensating the AERIAL APPLICATOR, and such other actual and reasonable costs incurred by the P-MRNRD to advance the PROGRAM (collectively, the "SHARED PROGRAM COSTS"), shall be equally shared by the CONTRACTING NRDS and reimbursed to the P-MRNRD from a cash fund (the "PHRAGMITES FUND"), to be maintained by the P-MRNRD, and funded and expended in accordance with THIS AMENDED AGREEMENT.

b) On or before the first day of September of each year during the term of THIS AMENDED AGREEMENT the CONTRACTING NRDS shall make equal contributions to the PHRAGMITES FUND in the following amounts, to-wit:

Lower Platte North Natural Resources District,	\$20,000
Lower Platte South Natural Resources District,	\$20,000
Papio-Missouri River Natural Resources District,	\$20,000
Total	\$60,000

Provided, however, if at any time the uncommitted balance in the PHRAGMITES FUND is less than \$60,000, then, within 30 days after notice thereof from the P-MRNRD, the CONTRACTING NRDS each shall contribute to the PHRAGMITES FUND such equal amounts as may be required to restore the uncommitted balance in the PHRAGMITES FUND to \$60,000. As used in THIS AMENDED AGREEMENT, the term "actual costs" shall include but shall not be limited to insurance premiums, increases or surcharges, and other ordinary and reasonable costs and expenses,

which P-MRNRD is required to pay or assume as a result of duties undertaken by P-MRNRD pursuant to THIS AMENDED AGREEMENT.

**Indemnifications.** Each of the CONTRACTING NRDS agrees to indemnify and hold harmless the other CONTRACTING NRDS from and against any and all claims, demands and causes of action for damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of THIS AMENDED AGREEMENT, or failure of an AFFECTED COUNTY in such NRD to obtain sufficient ROW RELEASES over land that such AFFECTED COUNTY designates for AERIAL APPLICATIONS.

**Effective Date of Agreement:** THIS AMENDED AGREEMENT shall become effective upon execution by all CONTRACTING NRDS.

**Duration of Agreement:** THIS AMENDED AGREEMENT shall have permanent duration, unless or until terminated by any of the CONTRACTING NRDS as provided herein.

**Termination.** Upon accomplishment of the aforesaid purposes of the PROJECT, THIS AMENDED AGREEMENT may be terminated by any of the CONTRACTING NRDS upon 90 days notice to the other CONTRACTING NRDS. Such termination shall not affect any rights of reimbursement under THIS AMENDED AGREEMENT for actions taken or responsibilities assumed by another of the CONTRACTING NRDS pursuant to THIS AMENDED AGREEMENT.

**Disposal of Property:** Upon termination of THIS AMENDED AGREEMENT, any marketable property remaining in the hands of any of the CONTRACTING NRDS, that was acquired by the application of shared funds contributed by the CONTRACTING NRDS, shall be sold at public sale and the proceeds thereof distributed to the CONTRACTING NRDS in the proportions provided by THIS AMENDED AGREEMENT for their contributions towards the SHARED PROGRAM COSTS.

**Administrator:** Except as may be otherwise provided herein, the General Manager of the P-MRNRD shall be the administrator of the PROGRAM, on behalf and subject to the direction of the Board of Directors of the P-MRNRD.

**IN WITNESS WHEREOF,**

THIS AMENDED AGREEMENT is executed by the Lower Platte North Natural Resources District on this 14~~th~~ day of July, 2014 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE NORTH NATURAL  
RESOURCES DISTRICT**

By   
General Manager

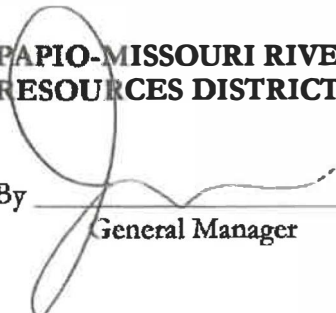
THIS AMENDED AGREEMENT is executed by the Lower Platte South Natural Resources District on this 21 day of July, 2014 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT**

By   
General Manager

THIS AMENDED AGREEMENT is executed by the Papio-Missouri River Natural Resources District on this 10 day of July, 2014 pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By   
General Manager

**INTERLOCAL COOPERATION ACT AGREEMENT  
LOWER PLATTE RIVER PHRAGMITES MANAGEMENT PROGRAM**

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LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

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**THIS AGREEMENT** (“**THIS AGREEMENT**”) is made by and among the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT, the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“**P-MRNRD**”), (collectively referred to hereinafter as “the **CONTRACTING NRDS**”); and,

**WHEREAS**, the lower Platte River and its tributaries in the Counties of Butler, Cass, Dodge, Douglas, Lancaster, Platte, Sarpy, Saunders and Seward (hereinafter referred to collectively as “the **AFFECTED COUNTIES**” and individually as an “**AFFECTED COUNTY**”) have become infested by *Phragmites australis* (hereinafter referred to as “**PHRAGMITES**”), a noxious weed that seriously depletes water in a channel, and, after growing copiously in the streambeds and banks of rivers, creeks and other channels, tends to bond with winter ice formations and impede the natural discharge of broken ice floes from such channels, aggravating spring flooding; and,

**WHEREAS**, Neb. Rev. Stat. § 2-3229, authorizes natural resources districts to “develop and execute plans, facilities, works, and programs relating to \*\*\* (2) prevention of damages from flood water and sediment, (3) flood prevention and control, \*\*\* [and] (6) development, management, utilization, and conservation of ground water and surface water”; and,

**WHEREAS**, Neb. Rev. Stat. § 2-3235, among other things, authorizes the CONTRACTING NRDS to cooperate with or to enter into agreements with, and within the limits of appropriations available to furnish financial or other aid to, any cooperator, any agency, governmental or otherwise, or any owner or occupier of lands within the district for the carrying out of projects for benefit of the district as authorized by law, subject to such conditions as the board may deem necessary; and,

**WHEREAS**, the CONTRACTING NRDS hereby determine that it will be to the general benefit of the CONTRACTING NRDS, with only an incidental special benefit, for the CONTRACTING NRDS to institute a program (hereinafter referred to as "the **PROGRAM**") to provide technical and financial assistance to the **AFFECTED COUNTIES** for the purpose of assisting the **AFFECTED COUNTIES** and their noxious weed control authorities to carry out an intensive, efficient and economical program for control of **PHRAGMITES**; and,

**WHEREAS**, **THIS AGREEMENT** is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), without any separate legal entity being created, to conduct the joint and cooperative undertaking contemplated herein, and, whenever possible, **THIS AGREEMENT** shall be construed in conformity therewith.

**NOW, THEREFORE**, in consideration of their mutual covenant hereinafter expressed, the CONTRACTING NRDS agree as follows:

**Program Plan:** The CONTRACTING NRDS do hereby adopt the following plan for administering the **PROGRAM**:

- a) **Aerial Survey:** With the assistance of contractors employed and compensated for such purpose by the P-MRNRD, using the P-MRNRD's contracting policies, the P-MRNRD shall prepare written plans and specifications, including a proposed personal service contract, for the performance of aerial surveys for each of the **AFFECTED COUNTIES** (each

hereinafter referred to respectively as such county's "AERIAL SURVEY") to be performed during the month of July in each calendar year during the term of THIS AGREEMENT. Such AERIAL SURVEY shall determine the areas of serious PHRAGMITES infestation in the AFFECTED COUNTIES. Prior to implementation, the plans and specifications for each AERIAL SURVEY shall be submitted to the CONTRACTING NRDS for their comments. With the assistance of contractors employed and compensated for such purpose by the P-MRNRD, using P-MRNRD purchasing policies and the submitted personal service contract for the AERIAL SURVEY, the P-MRNRD shall retain a contractor to perform an AERIAL SURVEY for each AFFECTED COUNTY and shall submit the report thereof to the CONTRACTING NRDS for their comments. Upon approval by the CONTRACTING NRDS of the report of an AERIAL SURVEY for an AFFECTED COUNTY, such report shall be transmitted by the P-MRNRD to the County Board of such AFFECTED COUNTY, along with notice of the amount budgeted by the CONTRACTING NRDS for cost subsidization for such county.

b) Aerial Applicator: With the assistance of contractors employed and compensated for such purpose by the P-MRNRD, and using P-MRNRD contracting policies, the P-MRNRD shall prepare written plans and specifications, including a proposed contract, for retention of a contractor employed and compensated by the P-MRNRD (the "PROGRAM APPLICATOR") to provide helicopter application (the "AERIAL APPLICATION") of the herbicide designated by the trade name of "Habitat" (or such other herbicide as the CONTRACTING NRDS unanimously agree is an acceptable alternative) upon lands within the AFFECTED COUNTIES approved by the CONTRACTING NRDS for the AERIAL APPLICATION.

c) Sealed bids. After receipt by P-MRNRD of the approvals of the plans and specifications by the other CONTRACTING NRDS, and after receipt by P-MRNRD of the executed ROW RELEASES, P-MRNRD shall advertise for, and provide for the receipt and opening of, sealed bids by contractors interested in performing the AERIAL APPLICATION. After receiving sealed bids for performance of the AERIAL APPLICATION and with the assistance of consultants, the P-MRNRD shall open and tabulate such bids and determine the lowest responsive bid; and communicate such determination to the other CONTRACTING NRDS for their approvals. After receipt of such approvals by the other CONTRACTING NRDS of its bid determinations, the P-MRNRD shall execute a contract with such lowest responsive bidder for performance of the AERIAL APPLICATION in accordance with the PLANS AND SPECIFICATIONS, and shall administer such contract to conclusion and final acceptance.

d) County designation: Each year, after an AFFECTED COUNTY has received from the P-MRNRD the report of the AERIAL SURVEY showing designated areas of serious PHRAGMITES infestation in such county, along with notification to such AFFECTED COUNTY of the amount budgeted by the CONTRACTING NRDS for cost subsidization for such county, an AFFECTED COUNTY shall provide to the P-MRNRD a designation of the lands within such AFFECTED COUNTY that the COUNTY determines should receive an AERIAL APPLICATION by the PROGRAM APPLICATOR.

e) County repayment. Each year, on or before December 31, each AFFECTED COUNTY shall be billed for repayment to the P-MRNRD for AERIAL APPLICATION performed by the PROGRAM APPLICATOR as follows, to-wit:

i) Discounted repayment: 50% of the cost to the CONTRACTING NRDS of the PROGRAM APPLICATOR's services

for those AERIAL APPLICATION performed on those lands in such AFFECTED COUNTY (1) that had been designated by the P-MRNRD on an AERIAL SURVEY as containing a PHRAGMITES infestation; (2) where the owner of such lands has executed a release in writing consenting to a voluntary AERIAL APPLICATION and (3) where the owner of such lands has deposited with the AFFECTED COUNTY one-half (50%) of the estimated direct costs to the CONTRACTING NRDS of such AERIAL APPLICATION; provided, however, such discount shall be applicable only to the extent of the afore-described budget by the CONTRACTING NRDS for cost subsidization for such county.

ii) Non-subsidized payment: 100% of the fees of the PROGRAM APPLICATOR for AERIAL APPLICATION on other lands in such AFFECTED COUNTY.

f) ROW Releases. Each of the AFFECTED COUNTIES shall search the records of such county for the purpose of determining the ownership of the lands designated by such county for AERIAL APPLICATION and, using such ownership information and forms for releases approved by the CONTRACTING NRDS, shall obtain releases (the "ROW RELEASES") over rights-of-way necessary to authorize the AERIAL APPLICATION to be performed under this AGREEMENT (the "PROJECT ROW") and shall deliver such executed ROW RELEASES to the P-MRNRD.

g) Contributions: Contributions, fines, assessments, and other payments received by one of the AFFECTED COUNTIES from an owner of PHRAGMITES-infested land within such county, may be applied by such county towards such county's cost repayments computed in accordance with THIS AGREEMENT.

**Cost Sharing:** The CONTRACTING NRDS do hereby adopt the following plan for paying and reimbursing the costs of the PROGRAM:

a) The total actual costs incurred by the P-MRNRD and its consultants for preparation of PLANS AND SPECIFICATIONS for the PROJECT, for delineating the PROJECT ROW, for preparing forms for ROW RELEASES, for administering the PROGRAM CONTRACT, for compensating the AERIAL APPLICATOR, and such other actual and reasonable costs incurred by the P-MRNRD to advance the PROGRAM (collectively, the "SHARED PROGRAM COSTS"), shall be equally shared by the CONTRACTING NRDS and reimbursed to the P-MRNRD from a cash fund (the "PHRAGMITES FUND"), to be maintained by the P-MRNRD, and expended in accordance with THIS AGREEMENT.

b) On or before \_\_\_\_\_ of each year the CONTRACTING NRDS shall make equal contributions to the PHRAGMITES FUND in the following amounts, to-wit:

Lower Platte North Natural Resources District,	\$20,000
Lower Platte South Natural Resources District,	\$20,000
Papio-Missouri River Natural Resources District,	\$20,000
Total	\$60,000

Provided, however, if at any time the uncommitted balance in the PHRAGMITES FUND is less than \$60,000, then, within 30 days after notice thereof from the P-MRNRD, the CONTRACTING NRDS each shall contribute to the PHRAGMITES FUND such equal amounts as may be required to restore the uncommitted balance in the PHRAGMITES FUND to \$60,000. As used in THIS AGREEMENT, the term "actual costs" shall include but shall not be limited to insurance premiums, increases or surcharges, and other ordinary and reasonable costs and expenses, which P-MRNRD is required to pay or assume as a result of duties undertaken by P-MRNRD pursuant to this AGREEMENT.

**Indemnifications.** Each of the CONTRACTING NRDS agrees to indemnify and hold harmless the other CONTRACTING NRDS from and against any and all claims, demands and causes of action for damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of THIS AGREEMENT.

**Effective Date of Agreement:** This AGREEMENT shall become effective upon execution by all CONTRACTING NRDS.

**Duration of Agreement:** This AGREEMENT shall have permanent duration, unless or until terminated by any of the CONTRACTING NRDS.

**Termination.** Upon accomplishment of the aforesaid purposes of the PROJECT, THIS AGREEMENT may be terminated by any of the CONTRACTING NRDS upon 90 days notice to the other CONTRACTING NRDS. Such termination shall not affect any rights of reimbursement under this AGREEMENT for actions taken or responsibilities assumed by another of the CONTRACTING NRDS pursuant to this AGREEMENT.

**Disposal of Property:** Upon termination of THIS AGREEMENT, any marketable property remaining in the hands of any of the CONTRACTING NRDS, that was acquired by the application of shared funds contributed by the CONTRACTING NRDS, shall be sold at public sale and the proceeds thereof distributed to the CONTRACTING NRDS in the proportions provided by THIS AGREEMENT for their contributions towards the SHARED PROGRAM COSTS.

**Administrator:** Except as may be otherwise provided herein, the General Manager of the P-MRNRD shall be the administrator of the PROGRAM, on behalf and subject to the direction of the Board of Directors of the P-MRNRD.

**IN WITNESS WHEREOF,**

THIS AGREEMENT is executed by the Lower Platte North Natural Resources District on this 15<sup>th</sup> day of September, 2009 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE NORTH NATURAL  
RESOURCES DISTRICT**

By   
General Manager

THIS AGREEMENT is executed by the Lower Platte South Natural Resources District on this 15 day of October, 2009 pursuant to resolution duly adopted by its Board of Directors.

**LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT**

By   
General Manager

THIS AGREEMENT is executed by the Papio-Missouri River Natural Resources District on this 20 day of September, 2009 pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By   
General Manager