

**INTERLOCAL AGREEMENT  
FOR  
THE UPPER SALT 3-A WATERSHED STRUCTURE REHABILITATION PROJECT  
AND  
REALIGNMENT OF SW 2<sup>nd</sup> STREET AT STAGECOACH ROAD**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into by and between the Lower Platte South Natural Resources District hereafter referred to as "District" and the County of Lancaster, Nebraska, hereinafter referred to as "County," and hereinafter individually referred to as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**RECITALS**

**WHEREAS**, the State or any local government may exercise any of its powers or perform any of its functions jointly or in cooperation with any other governmental entities as authorized by Article XV § 18 of the Nebraska Constitution. Any two or more public agencies (county, city, village, school district, agency of the State government, or political subdivision of this State) are authorized by *Neb. Rev. Stat.* §§ 13-801 to 13-827 to enter into interlocal agreements with one another for joint or cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by such public agencies.

**WHEREAS**, the County is responsible for providing improvements to and the maintenance of roads, bridges, and other drainage structures within Lancaster County.

**WHEREAS**, the District pursuant to *Neb. Rev. Stat.* § 2-3229, has the authority to develop and execute plans, facilities, works and programs which includes, among others "flood control structures."

**WHEREAS**, in the 1950's the County Soil Conservation District and USDA Soil Conservation Service cooperated with the County on the construction of several flood control dams in southern Lancaster County.

**WHEREAS**, in 1955 one of the dams, Upper Salt 3-A, replaced a bridge on West Stagecoach Road at the intersection of SW 2<sup>nd</sup> Street and combined a "T" intersection and a flood control dam at the same location (Exhibit "A") creating a situation that continues to be a challenge today.

**WHEREAS**, according to a 1954 County-District Cooperative Working Agreement (Exhibit "E"), the County relocated and re-established the road from the north which intersected with the east and west road, and the new location was to be within 66 feet of the toe of the dam as provided for at the time in the recorded easement with Glen Mitchell (Exhibit "F").

**WHEREAS**, the Upper Salt 3-A project continues to provide flood control and transportation benefits with the District (successor to the Lancaster County Soil Conservation District) maintaining the dam and the County maintaining the roadway.

**WHEREAS**, said dam was constructed as a significant hazard structure for the primary purpose of providing flood control and now due to homes downstream, warrants rehabilitation to meet current high hazard dam/structure design standards as determined by the Nebraska Department of Natural Resources ("DNR").

**WHEREAS**, the District was awarded a contract under the Watershed Rehabilitation Program with the Natural Resource Conservation Service ("NRCS") for design and construction of the dam and the District plans to construct the Upper Salt 3-A Watershed Rehabilitation Project to high hazard standards as shown in Exhibit "B", hereinafter be referred to as the "Project."

**WHEREAS**, the District and NRCS have structural and safety concerns with SW 2<sup>nd</sup> Street currently located in the auxiliary spillway of the structure and DNR has also expressed structural and safety concerns with this road location and has recommended its closure.

**WHEREAS**, the County; however, has determined that closing SW 2<sup>nd</sup> Street is not feasible since it would create a one-mile dead-end section of road, and that realignment of the road is the preferred option.

**WHEREAS**, the Project will improve the auxiliary spillway of the dam and continue the function of such spillway over Stagecoach Road, and the rehabilitation design prescribes moving county road SW 2<sup>nd</sup> Street out of the outlet section of the auxiliary spillway of the dam and reconfigure the auxiliary spillway to protect the downstream toe of the embankment in order to prevent extensive erosion in the spillway and threat to the stability of the dam embankment if the auxiliary spillway were to operate.

**WHEREAS**, the realignment of SW 2<sup>nd</sup> Street will need to meet Nebraska State Road Requirements and the County Engineer has agreed to the realignment of SW 2<sup>nd</sup> Street as shown in Exhibit "C", hereinafter be referred to as the "Realignment."

**WHEREAS**, NRCS has designed the Project and the County has designed the Realignment, and the Parties wish to coordinate the Project and the Realignment and construct both together.

**NOW, THEREFORE**, in consideration of the above Recitals and the mutual promises and covenants contained herein, it is agreed between the Parties as follows:

1. The objectives and purposes of this Agreement are to carry out the public powers, duties and obligations of the Parties with respect to the construction, operation and maintenance of the Project and Realignment as provided below.

2. In order to attain the objectives and purposes of this Agreement, each Party shall perform the applicable provisions of this Agreement in good faith and shall cooperate with the other Party where possible.

3. This Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of the Parties pursuant to *Neb. Rev. Stat. § 13-1804(2)* and execution by the Parties.

4. Each Party hereby agrees to participate with the other Party to this Agreement in the conduct of the activities hereinafter described.

5. The term of this Agreement shall be five (5) years from the date of its adoption by the Parties and may be further extended by the mutual agreement of the Parties. This Agreement shall survive a transition of the form of government of a Party from one form to another.

6. Rehabilitation Project. The work proposed at this site consists of the construction of the Upper Salt 3-A Watershed Rehabilitation Project, as indicated on the design plan Exhibit "B." With respect to the Project,

(a) The County agrees to:

(i) review the completed construction of the Project pertaining to Stagecoach Road final grading and surfacing at no cost to the District.

(ii) allow the District and its Contractor(s) to use the existing right-of-way to construct the Project at no cost to the District.

(iii) maintain Stagecoach Road, its w-beam guardrail over the structure, and its right-of-way as with all other County roads in the County once work is completed by the contractor(s) at no cost to the District.

(iv) erect and maintain the appropriate signage at the completion of the project.

(v) allow for closure of Stagecoach Road during construction of the Project at no cost to the District.

(b) The District agrees to:

(i) furnish the engineering plans developed and provided by NRCS for the Project at no cost to the County.

(ii) furnish the construction engineering services (surveying, staking, inspection, and supervision) by NRCS for the Project construction at no cost to the County.

(iii) provide necessary land acquisition services and purchase necessary easements and property for the Project at no cost to the County.

(iv) obtain any permits necessary to complete the Project.

(v) bid the work and approve the bid for the Project construction and administer the construction contract for the project at no cost to the County.

(vi) provide payment for the Project's construction at no cost to the County and provide payment of the rehabilitation project to the contractor.

(vii) require its Contractor(s) to provide continuous and uninterrupted ingress and egress to any private property within the work area.

(viii) upon completion of the construction of the Project operate and maintain the dam and auxiliary spillway.

(ix) install w-beam guardrail along Stagecoach Road over the structure where required by County.

7. SW 2<sup>nd</sup> Street Realignment. The work proposed at this site consists of the realignment of SW 2<sup>nd</sup> Street, as indicated on the design plan Exhibit "C." With respect to the Realignment,

(a) The County agrees to:

(i) furnish the engineering plans, construction documents and specifications for the Realignment at no cost to the District.

(ii) allow the District and its Contractor(s) to use the existing right-of-way to construct the Realignment at no cost to the District.

- (iii) upon completion of the construction of the Realignment retain ownership of the new segment of road and its right-of-way.
- (iv) maintain the new segment of road and its right-of-way as with all other County roads in the County once work is completed by the contractor(s) at no cost to the District.
- (v) erect and maintain the appropriate signage at the completion of the Realignment.
- (vi) Allow for closure of road (SW 2<sup>nd</sup> Street) during construction of Realignment at no cost to the District.

(b) The District agrees to:

- (i) provide necessary land acquisition services and purchase necessary easements and property for the Realignment at no cost to the County.
- (ii) obtain any permits necessary to complete the Realignment.
- (iii) bid the work and approve the bid for the Realignment construction and administer the construction contract for the project at no cost to the County.
- (iv) provide payment for the Realignment project's construction at no cost to the County and provide payment of Realignment to the contractor.
- (v) require its Contractor(s) to provide continuous and uninterrupted ingress and egress to any private property within the work area.
- (vi) hire an engineer consultant to perform the construction engineering services (surveying, staking, and inspection/construction observation) for the Realignment at no cost to the County.
- (vii) provide payment for non-betterment relocation of any utilities required by the construction of the Realignment at no cost to the County.

7. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the District shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the District. The District and the County shall be responsible for all salaries and benefits of their respective employees. Neither the District's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The District and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its

employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

9. Assignment. Neither the County nor the District shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to this Agreement. It is expressly understood and agreed to by the Parties that the District may enter into contracts for the services outlined herein. Any assignment without the express written permission of the other Party shall be absolutely void.

10. Construction Area Control. To the extent permitted by law, the County relinquishes control of the Realignment's construction area to the District and its contractors during the period of the construction. The placement of barricades in the area of construction will be the responsibility of the District. This shall include placement of construction equipment and any obstacles which are created as a result of the construction project. To the extent permitted by law, the District expressly accepts control of the construction area, such control shall include, but not be limited to, barricades, road crossing, construction equipment, and any obstacles created during construction of the Project.

11. Hold Harmless. Each Party agrees to save and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

12. Subcontractors. The District agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the County harmless to the same extent and as provided in Section 11 of this Agreement.

13. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

14. Equal Employment Opportunity. In connection with the carrying out of activities provided herein, neither the District nor the County shall discriminate against a bidder or employee because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

15. The District further agrees that it shall require its contractors or subcontractors, providing services under this Agreement, to agree to the following clause by including it in its contractor and subcontractor agreements:

Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the Parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the District or the County or to any benefits made to District or County employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

16. The District shall require any contractors or subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all County contracts, as provided in Exhibit "D" attached hereto and incorporated by this reference.

17. The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant Exhibit "D" and has provided the District and the County with a Certificate of Insurance showing the specific limits of insurance required by Exhibit "D" and showing the District and the County as additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the District and the County thirty (30) days-notice of cancellation, non-renewal of any material reduction of insurance coverage.

18. It is expressly understood by each Party that budgetary or fund limitations may limit their ability to comply with all or part of this Agreement. If either Party experiences budgetary or fund limitations which interferes with their ability to comply with all or part of this Agreement, such Party will immediately notify the other Party and the Parties shall in good faith mutually decide how they will proceed to fulfill their obligations under this Agreement.

19. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date opposite their signatures by their authorized representatives.

Dated: \_\_\_\_\_, 2018

County of Lancaster, Nebraska

By: \_\_\_\_\_  
Todd Wiltgen, Chair  
Lancaster County Board of  
Commissioners

APPROVED AS TO FORM:  
This \_\_\_\_ day of \_\_\_\_\_, 2018

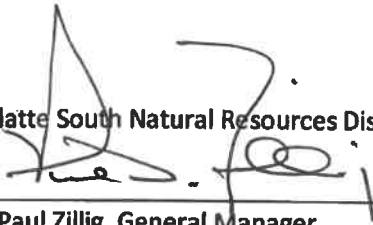
\_\_\_\_\_  
For Pat Condon, County Attorney



Dated: DEC 14, 2018

Lower Platte South Natural Resources District

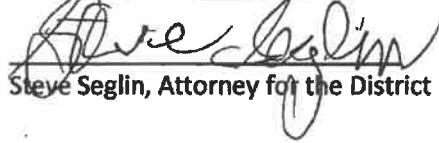
By:



Paul Zillig, General Manager  
Lower Platte South Natural  
Resources District

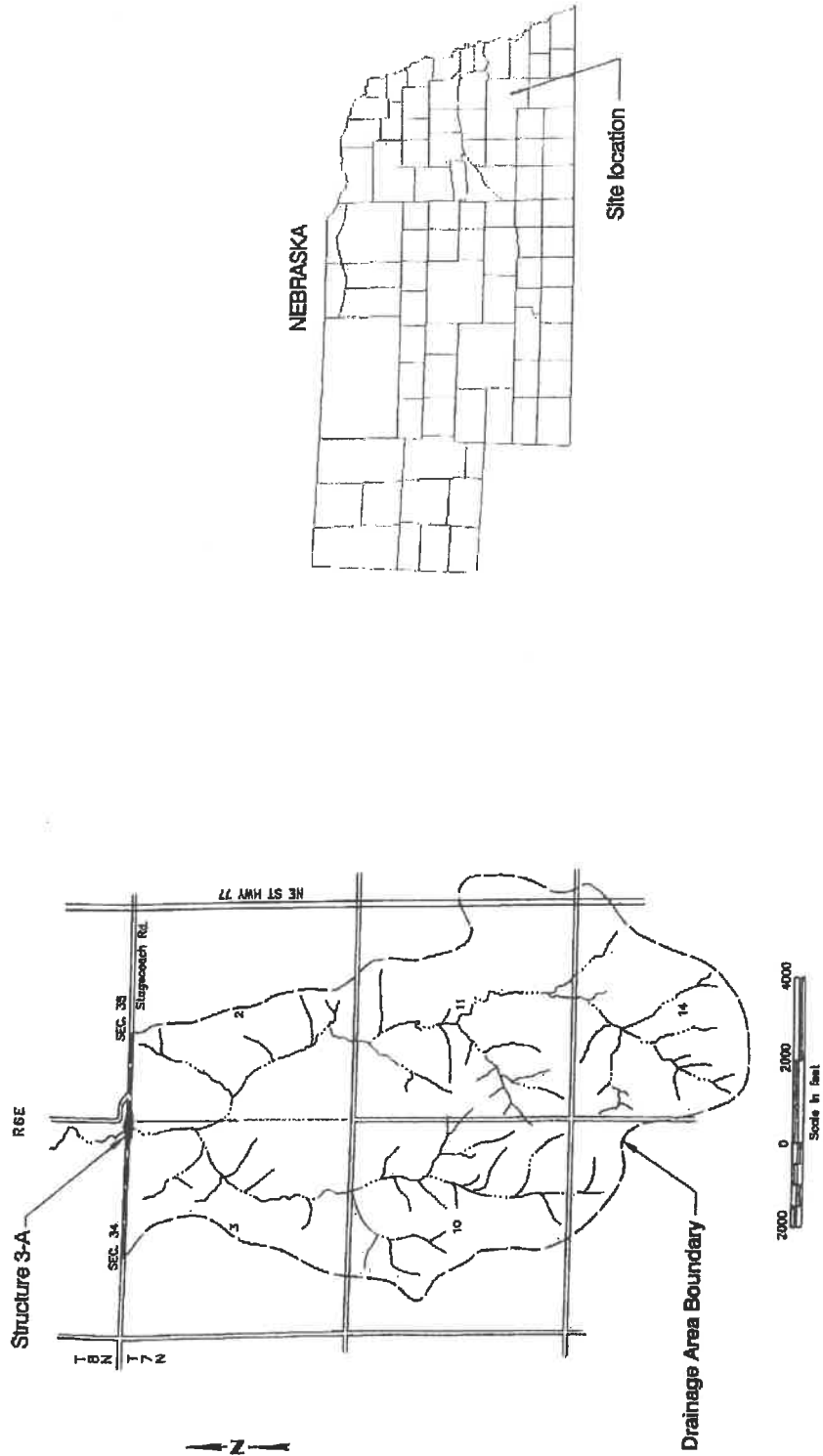
APPROVED AS TO FORM:

This 14 day of Dec, 2018



Steve Seglin, Attorney for the District

Exhibit "A"



**Location:**  
Approximately 1 mile South and 1  
mile East of Sprague, Nebraska on  
Stagecoach Road.

**Legal description:**  
NE 1/4, NE 1/4, Sec. 3, T7N, R6E Lancaster County,  
Nebraska

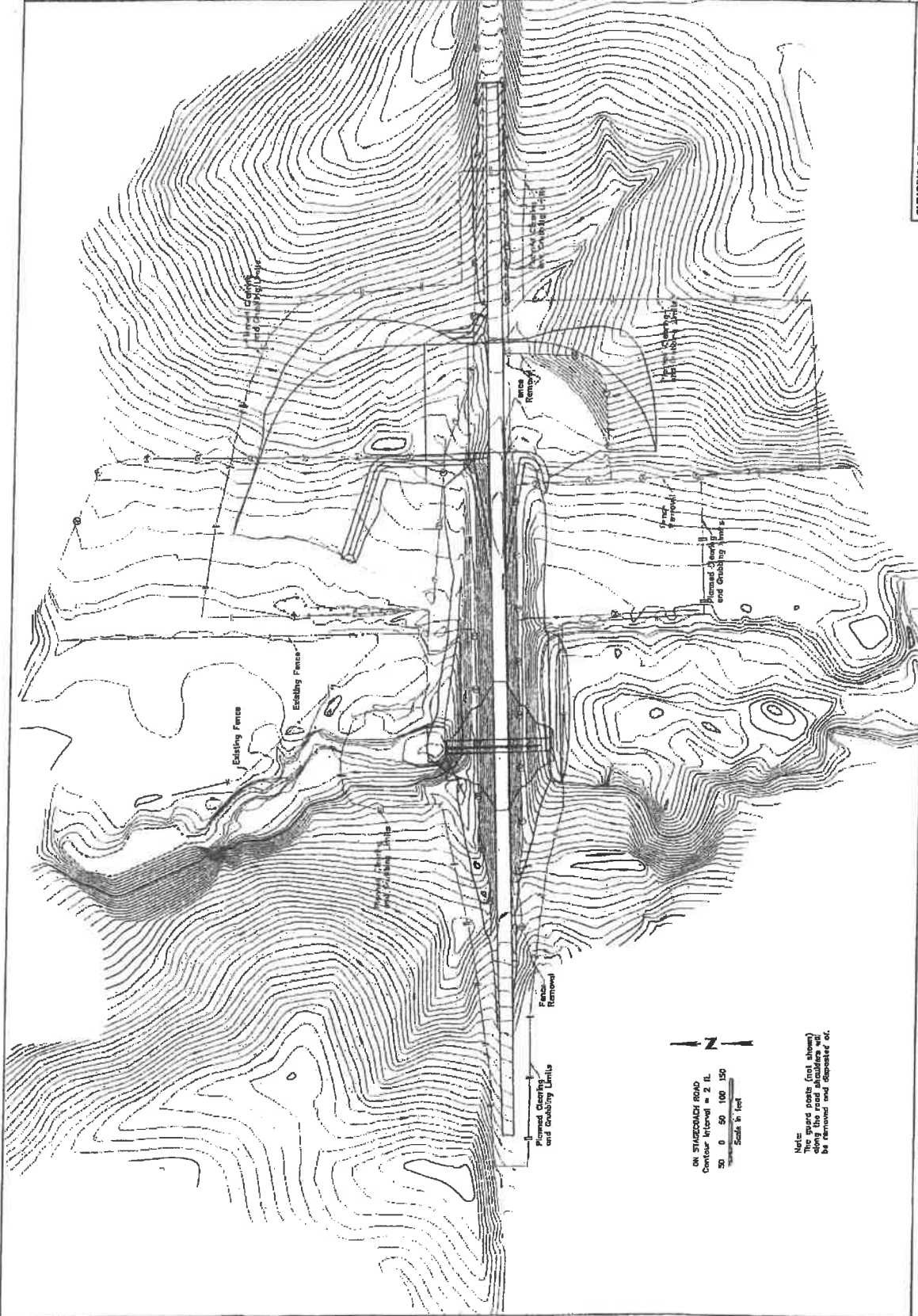
Designed	JNS	4/17
Drawn	MAD	4/17
Checked	VMS	4/17
Approved		

STRUCTURE 3-A REHABILITATION  
UPPER SALT CREEK WATERSHED  
LAWASTER COUNTY, NEBRASKA



United States  
Department of  
Agriculture  
Natural Resources  
Conservation Service

File No.  
Drawing No.  
Sheet 4 of 86

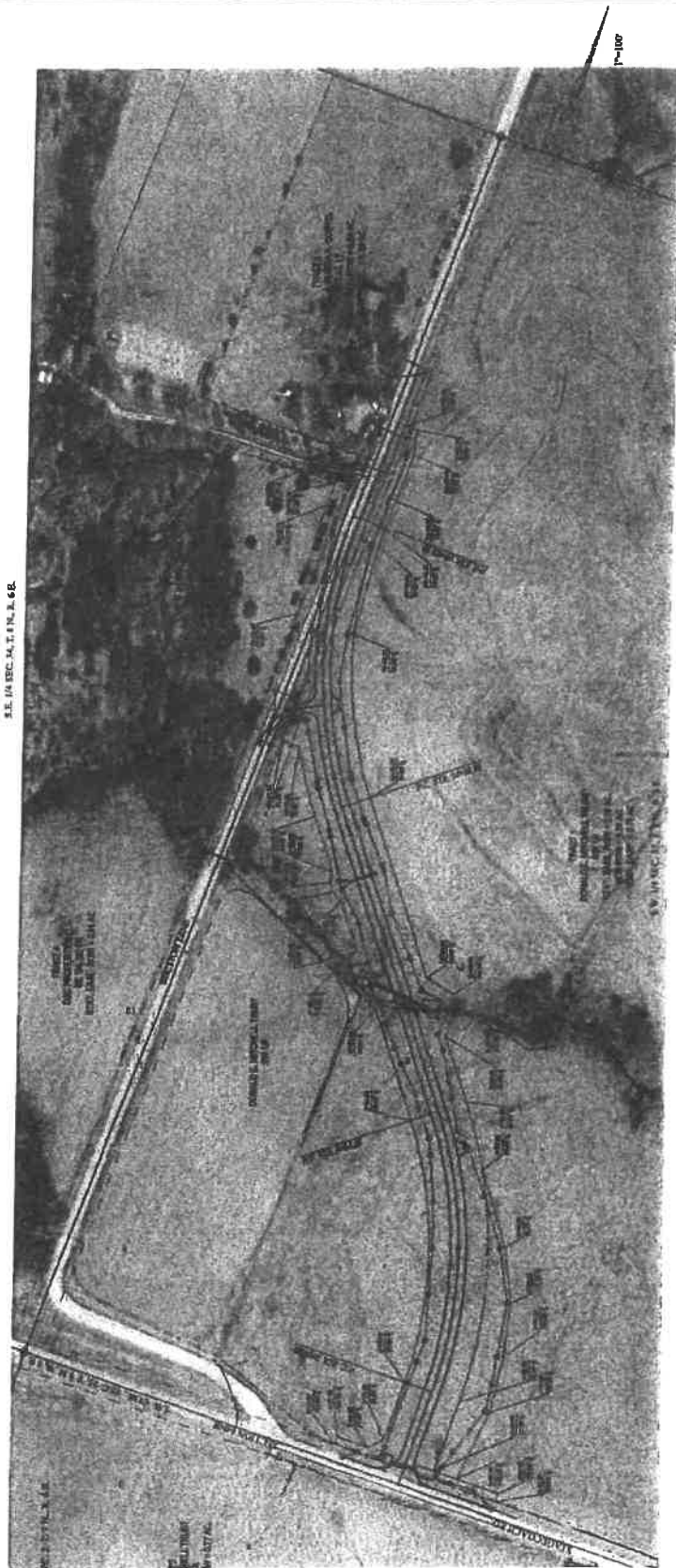


CLEARING & GRUBBING AND FENCE REMOVAL

Exhibit "C"

S.W. 2ND ST.	SECTION	20
13.1.1.1	1	

E.E. 1/4 SEC. 34, T. 1 N., R. 6 E.



- LIMITS OF CONSTRUCTION
- STRUCTURE EASE. R.O.W.
- NEW R.O.W.
- PERMANENT BASEMENT
- TEMPORARY EASEMENT

### RIGHT-OF-WAY

S.W. 2ND ST.

LANCASTER COUNTY ENGINEERING DEPARTMENT

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PUPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

**Insurance: Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.



2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim,

damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

WHEREAS, an offer has been made to Lancaster County to pay to Lancaster County the sum of \$1745.80, said amount being the entire amount of assistance granted to the said George Holley and Laura Holley, Husband and wife, and

WHEREAS, it is in the best interest of Lancaster County to accept the sum of \$1745.80 in full settlement of the old age assistance liens heretofore described,

BE IT RESOLVED by the Board of County Commissioners of Lancaster County, Nebraska that the two old age assistance liens reported in Book 529 of Mortgages at Page 294 in the Register of Deeds Office of Lancaster County, Nebraska, are hereby settled and adjusted, and the County Treasurer should be and is hereby ordered and directed to release said old age assistance liens recorded in Book 529 of Mortgages at Page 294 in the Register of Deeds office of Lancaster County, Nebraska, provided that the sum of \$1745.80 is paid to said County Treasurer within thirty (30) days.

Dated this 16th day of November, 1954.

BY THE OLD AGE ASSISTANCE BOARD  
BY THE BOARD OF COUNTY COMMISSIONERS

Russell Brehm

Chris Kuhner

Chauncey E. Barney

Moved by Chris Kuhner, seconded by Chauncey E. Barney that Resolution No. 1203 be and it is hereby adopted. On call all voted aye. Carried.

Mabel Fossler appeared before the Board in Re: Her property just west of the University of Nebraska Stadium. The County Assessor was authorized to have a photostat copy made of pages in the Assessment of Real Estate as selected by Mabel Fossler.

John C. Holland, 1922 T Street, Lincoln, Nebraska, (residing in Chicago, Illinois) appeared before the Board in Re: His 1954 Assessment on real estate. He was told to file complaint on his property for the consideration of the Lancaster County Board of Equalization at its 1955 session.

K. B. Kaar, 1321 N. Street, Lincoln, Nebraska, appeared before the Board in Re: Settlement of an assistance lien. A compromise was authorized upon the payment of \$1200.00.

Bids for stationery and supplies were opened.

Moved by Chris Kuhner, seconded by Chauncey E. Barney that the Capitol Printing Company be given the order for furnishing Herbert A. Ronin, County Judge, with the following:

1200 Criminal Case Folders	as bid	\$94.50
1000 State Warrant Forms	as bid	\$17.40

Pease Bindery be given the order for furnishing Herbert A. Ronin, County Judge, with the following:

1 Docket 53, Criminal Docket	}	as bid	\$130.00
600 Pages (300 sheets) for Docket 53			
25 Sheets unnumbered			

On call all voted aye. Carried.

Following Read:

COUNTY-DISTRICT COOPERATIVE WORKING AGREEMENT

This Agreement entered into by the Lancaster Soil Conservation District, Lancaster County, Nebraska, hereinafter referred to as the District, and the Board of Commissioners of Lancaster County, State of Nebraska, hereinafter referred to as the County, as follows:

WHEREAS, the County and the District have entered into a Memorandum of Understanding dated Feb. 2nd 1954, to establish policies by which the parties hereto may cooperate in the construction and maintenance of certain Watershed Protection works within Lancaster County, Nebraska; and

Exhibit "E"

November 16, 1954

WHEREAS, the County and the District desire to cooperate in the construction and maintenance of Watershed Protection structural works which are planned for an area of land described as the Linn Subwatershed of the Upper Salt Watershed, and which includes portions of Sections 34 and 35, T8N, R6E and Sections 2 and 3, T7N, R6E; and

WHEREAS, the parties, hereto, desire to participate in the installation of certain Watershed Protection works and improvements described in the Watershed Work Plan.

IT IS THEREFORE AGREED:

A. The following improvements shall be installed in accordance with the Watershed Work Plan.

DESCRIPTION:

A rolled earth fill dam with concrete outlet works, the centerline of said dam located on the centerline of the county road between section 34, T8N, R6E and Section 3, T7N, R6E and between sections 35, T8N, R6E and Section 2, T7N, R6E.

B. The District will:

1. Construct all works or portions thereof agreed to herein;
2. Furnish detailed plans and specifications for construction of said works;
3. Provide engineering and inspection required for planning and construction;
4. Furnish such labor, equipment, material, etc., or contract therefore, as required for construction of said works agreed to herein.
  - a. This includes trash racks for drop inlets.
5. Provide easements for obtaining additional borrow material.
6. Provide complete set of preliminary plans and specifications for review and concurrence of county prior to letting of contract.
7. Agree that any contract issued pertaining to any works under this agreement shall include provisions as set forth in the following recited paragraph:

The contractor will be required to observe all County ordinances in relation to obstruction of roads, keeping open passage ways and protecting same when exposed, maintaining signals and generally to obey all laws and ordinances controlling or limiting those engaged on the works, and the contract hereby expressly stipulates and agrees to erect and maintain good and sufficient guards, barricades, and signals at all unsafe places at or near where the said work and improvement contemplated herein is to be done or made, and to indemnify and save harmless the County of Lancaster and the Lancaster County Soil Conservation District from all suits and actions of every name and description brought against the said county for or on account of any injuries or damages received or sustained by any party or parties by reason of the failure of contractor to erect or maintain such guards, barricades, or signals, or by or in consequence of any negligence of said contractor, his agents or employees, in constructing said work, or by or on account of any act or omission of the contractor in the performance of said work.

C. The County will:

1. Remove and dispose of present steel bridge.
2. Re-establish corner stones.
3. Relocate and re-establish the road from the North which intersects the East and West road. The new location to be within 66 ft. of the toe of the dam as provided for in the easement with Glen Mitchell.
4. Permit the Soil Conservation Service to construct a dam on the county road right-of-way. Will permit the closing of roads and will designate the detours as may be necessary for the construction of the dam. Will provide the necessary signs to the contractor for closing the roads.
5. Permit the Soil Conservation Service to remove the necessary earth borrow within the right-of-way to the extent it is available at locations mutually agreeable to the parties hereto.
6. Provide guard rails for the fill if deemed necessary by the county.
7. Make final inspection with Watershed Engineer before final payment is allowed to contractor.

November 16, 1954

BOARD OF COUNTY COMMISSIONERS  
LANCASTER COUNTY, NEBRASKA

BY: Russell Brenn

TITLE Chairman

Nov. 16th, 1954  
(DATE)

I, J. B. Morgan, certify that the Board of County Commissioners of Lancaster County, Nebraska, passed a resolution authorizing the County to enter into the above agreement at an official meeting on the 16th day of Nov., 1954 A.D.

J. B. Morgan

TITLE County Clerk

Lancaster Soil Conservation District

By: Owen C. Perry

TITLE Chairman

July 12th, 1954  
(DATE)

I, J. C. McGill, certify that the Board of Supervisors of the Lancaster Soil Conservation District, passed a resolution authorizing the District to enter into the above agreement at an official meeting on the 12th day of July, 1954 A.D.

J. C. McGill

Secretary, Board of Supervisors,  
Lancaster Soil Conservation District

UPPER SALT WATERSHED

Plan of Maintenance

A. Definition of terms

In this Plan of Maintenance, the following words or expressions be understood to have the meanings given below:

"County" The Lancaster County Board of Commissioners or its duly authorized agent.

"District" The Lancaster Soil Conservation District. Specifically, the Board of Supervisors, Lincoln, Nebraska or its duly appointed agent, referred to as the "Representative."

"Association" The Salt Wahoo Watershed Association, Lincoln, Nebraska. Specifically, the co-sponsors of the "Pilot" Watershed Program.

B. Location of Flood Prevention Structures, Grade Control Structures and Measures

All structures and measures installed under the Pilot Watershed project on county road right of way or in conjunction with county road right of way by virtue of a working agreement between the County and District for the specific structure.

C. Rights of Way

Easements have been signed by each property owner (husband and wife) granting rights of ingress and egress at any and all time to the Representative. The Easements are dedicated to the District. All Easements will be filed in the Lancaster County Courthouse.

D. Responsibilities of the District

The District will:

- (1) Provide technical assistance in the solution of maintenance problems.
- (2) Such other assistance as the district may determine to be available.
- (3) Inspect measures to determine necessary maintenance.
- (4) Be responsible for maintenance of the structure other than normal maintenance.

E. Responsibilities of the County

- (1) Perform and finance the cost of normal maintenance.

F. Normal Maintenance consists of:

- (1) Fire prevention to the extent that vegetative cover of fills and spillways would not be purposely burned off.
- (2) Cleaning of debris lodged around the openings of drop inlets.
- (3) Replacement of sod and soil (after sod has been established to satisfaction of County Engineer) in small gullies that may develop due to severe storms, the loss of which did not cause failure of the structure, but might eventually lead to failure if not replaced.

November 16, 1954

- (4) Exterminate harmful rodents.
- (5) Other nominal activities necessary to maintain an operating structure in operating condition.
- (6) Maintenance of fences installed on county right of way.
- (7) The county shall not be expected to repair, replace or maintain the concrete pipe culvert through the dam.
- (8) The county shall be responsible for normal maintenance as designated herein only until such time as a watershed district shall assume the responsibility of normal maintenance.
- (9) The items of maintenance outlined above involve work that the county is equipped to perform primarily with its own equipment and labor. The county would not be obligated to replace a structure that had failed or been severely damaged because of the occurrence of a storm of unusual intensity or because of inadequacies in design. Should such damage occur to a structure, the county or other individual would have the option of repairing it if they felt they were able. If they felt that they were not able to make the necessary repairs, the structure would be abandoned unless assistance would be available through the District or some other agency. This maintenance agreement is intended to be reasonable and is not expected to obligate the county or any other group for maintenance beyond that which they could be reasonably expected to do. This plan shall become effective on the date of the last signature thereto; the terms of the plan shall not be changed, modified or cancelled, except by agreement of all parties hereto.

G. Responsibilities of the Association

- (1) Provide assistance as needed.
- (2)

Lancaster Soil Conservation District

By Owen C. Perry

Title \_\_\_\_\_

Chairman

Date \_\_\_\_\_

I, \_\_\_\_\_, certify that the Board of Supervisors of the Lancaster Soil Conservation District, passed a resolution authorizing the District to enter into the above agreement at an official meeting on the 4th day of Nov., 1954, A.D.

J. C. McGill  
Secretary, Board of Supervisors  
Lancaster Soil Conservation District

County Commissioners  
Lancaster County

By Russell Brehm

Title \_\_\_\_\_

Chairman

Date November 16th, 1954

I, J. B. Morgan certify that the County Commissioners of Lancaster County passed a resolution authorizing the county to enter into the above agreement at an official meeting on the 16th day of November, 1954, A.D.

J. B. Morgan  
Secretary, Board of Commissioners  
Lancaster County, Nebraska

Salt Wanoo Watershed Association

By O. H. Liebers

Title Co-Chairman

Date \_\_\_\_\_

Moved by Chauncey E. Barney, seconded by Chris Kuhner that Chairman Russell Brehm be authorized to sign the above contract on behalf of this Board. On call all voted aye. Carried.

Moved by Chauncey E. Barney, seconded by Chris Kuhner that Board adjourn until Tuesday, November 23, 1954, at 10 o'clock A.M. On call all voted aye. Carried.

J. B. Morgan  
County Clerk

EASEMENT

Glen E. Mitchell and Alice L. Mitchell (hereinafter referred to as the "Grantors"), do hereby grant and convey to Lancaster Soil Conservation District, County of Lancaster, State of Nebraska, (hereinafter called the "Grantees") for and in consideration of One Dollar (\$1.00), or other good and valuable considerations, in hand paid by the Grantee to the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors do hereby grant and convey unto the Grantees, their successors and assigns, their right, privilege, and authority to enter upon, construct, operate and maintain

and other structures for retardation of the flow of floodwaters and reduction of sedimentation, including the storage of waters which may be impounded thereby,\*\* over and upon the following described lands: W $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{2}$  Sec. 2, Twp. 7N, Rge. 6E and NE $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{2}$  Sec. 2, Twp. 7N, Rge. 6E

\*\* For a period not to exceed 6 days after the flow from rain ceases .

to include a site where the Grantees may obtain suitable fill material (borrow) to construct said structures, (location of borrow site \*\*\* See reverse side ).

The rights and privileges herein granted shall be subject to the following terms and conditions:

1. The Grantees shall arrange for construction, maintenance, operation, inspection, replacement, repair, and patrol of said structures in a good and workmanlike manner, and shall save the Grantors, their heirs, executors, administrators, successors, and assigns, harmless from any damage, loss, cost of expense arising from said construction. The Grantors, during times of heavy flow of water through the outlets of any reservoirs constructed hereunder, shall refrain from licensing any person or persons to enter upon and use the reservoirs, as a prevention of loss of life and property.
2. All property of any kind whatsoever placed by or utilized by the Grantees upon, over, under, or in said structure, in upon, over, or under the property of the Grantors, whether such property be affixed to the realty or not, shall be and remain the property of the Grantees, and the Grantees shall have the right to move or remove such property at any time.
3. The Grantees shall have the right to construct fences in, on, upon, or around said structures.
4. The Grantors shall not interfere with the construction, maintenance, or operation of said structures so long as said construction, operation, or maintenance shall be in accordance with this Easement.
5. The Grantees shall have the right to trim or remove such underbrush or vegetable life, including trees, from the above-described land as interferes, or may interfere, with the construction, maintenance, or operation of said structures. Provided, however, that all merchantable timber which may be cut by virtue of the provisions of this paragraph, shall be and remain the property of the Grantors, and the Grantees shall place such timber in an orderly manner upon the lands of the Grantors adjacent to said structures or reservoirs.
6. The Grantors hereby warrant that they have good and sufficient title to the lands herein described, subject to liens or mortgages itemized below:

However, the right, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations, or other rights upon, over, across, or under said lands now outstanding in third persons. This Easement shall in no manner limit the rights of the Grantors, their heirs, executors, administrators, successors, and assigns, to grant additional rights-of-way of any kind whatsoever across and upon the lands hereinbefore described, so long as the same shall not interfere with the rights and privileges herein granted to the Grantees, and the Grantors retain to themselves, their heirs, executors, administrators, successors and assigns, the right to use said lands for their own purposes, so long as such uses do not interfere with the rights and privileges herein granted to the Grantees.

\* a floodwater retaining dam with its centerline coinciding with that of the present county road, and to allow the county to relocate the present county road in Sec. 35, Twp. 8N, Rge. 6E as it approaches the dam; location of the road to be adjacent to and not exceeding a distance of 66 feet from the downstream toe fill of dam .

7. This Easement shall include the right of ingress and egress at any time, to and from said works, over and across lands of the Grantors described as S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$  Sec. 35, -8 -6 and NW $\frac{1}{2}$  Sec. 2, Twp. 7N, Rge. 6E.
8. This Easement shall not pass nor shall the same be construed to pass, to the Grantees any fee simple interest or title to the above-described lands.

TO HAVE AND TO HOLD the aforesaid easement or right-of-way unto the Grantees, their successors and assigns, for so long as the Grantees, their successors and assigns, shall continue to use said easement or right-of-way for said purposes. If the Grantees fail to commence construction of said structures within sixty (60) months from the date of this Easement, or in the event the maintenance and operation of such structures shall be abandoned by the Grantees, their successors and assigns, for a period of two years, the rights and privileges herein granted shall cease and determine. All property, fixtures and improvements not removed by the Grantees within six months after expiration of this Easement, shall be and remain the property of the Grantors.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals this 27<sup>th</sup> day of May 1954.

Glen E. Mitchell  
Alise A. Mitchell  
 Grantors

STATE OF NEBRASKA )  
Lancaster County )  
 (NOTARY)

On this 27<sup>th</sup> day of May, A.D., 1954, before me, the undersigned Marion J. Smith a Notary Public, duly commissioned and qualified for and residing in said county, personally came Glen E. Mitchell and Alise A. Mitchell

to me, known to be the identical persons S whose name S appeared to the foregoing instrument and acknowledged the same to be voluntary act and deed.  
 Witness my hand and Notarial Seal the day and year last above written.  
Marion J. Smith Notary Public.  
 My Commission expires the 29<sup>th</sup> day of July, 1954.



to be taken from an area not to exceed 50 feet in width and 2000 feet in length sloped to approximately two feet horizontally to one foot vertically along the north side of the NW $\frac{1}{2}$  Sec. 2, Twp. 7N, Rge. 6E and along the south side of S $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$  Sec. 35, Twp. 8N, Rge. 6E and from a spillway section in Sec. 2, Twp. 7N Rge. 6E.

INDEXED  
 GENERAL  
 COMPASSED  
 PAGES  
 6-1-2  
 mmad  
 62  
 Photo

STATE OF NEBRASKA ) ss.  
 Lancaster County )  
 Entered on numerical index and  
 filed for record in the Register of  
 Deeds Office of said County the  
11 day of May 1954  
 at 4 o'clock and  
 minutes P.M. and recorded in  
 Book 55 of Miscel  
403  
Raymond J. Smith Register of Deeds  
Deputy  
275

W. J. Moore