

Memorandum

To: Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee
From: Paul W. Woodward, PE, Groundwater Management Engineer
Date: June 29, 2020
Re: Interlocal Agreement with City of Fremont, Dodge County, and LPNNRD for Platte River Cameras and Sensors

Following the March 2019 flood event on the Platte River, local NRDs, emergency managers, and City staff have been interested in deploying camera systems and sensors at key locations along the river to directly observe what is happening during potential ice jam and flooding situations. Phase I of the proposed project would include installing upstream facing cameras at Highway 64, Highway 77, Highway 79, Highway 15, and upstream of the BNSF bridge near the Platte-Loup River confluence (see attached map). In addition, sonic stream gage sensors are proposed to monitor river elevations in conjunction with the cameras at Highway 77 and 15. Phase II, if implemented, would deploy downstream facing cameras at each of these locations and add up to two more river elevation sensors.

Tom Smith with Dodge County Emergency Management has prepared a FEMA Hazard Mitigation Grant Application, that if funded, would provide up to \$20,250 of the estimated \$27,000 total project cost. However, the enclosed Interlocal Agreement amongst the four local agencies, as proposed, does not assume that the grant is guaranteed. Instead, it documents splitting the total cost equally, leaving each partner with up to \$6,750 as a maximum contribution. If the grant were awarded, each participant's share would only be about \$1,687.50, less any shared in-kind services.


Per this proposed Interlocal Agreement, the District will budget up to \$6,750 in contributions under the Flood Preparedness account, 01-03-536-4195. Ongoing annual maintenance as contemplated in the agreement may be as much as \$2,500 for each partner.

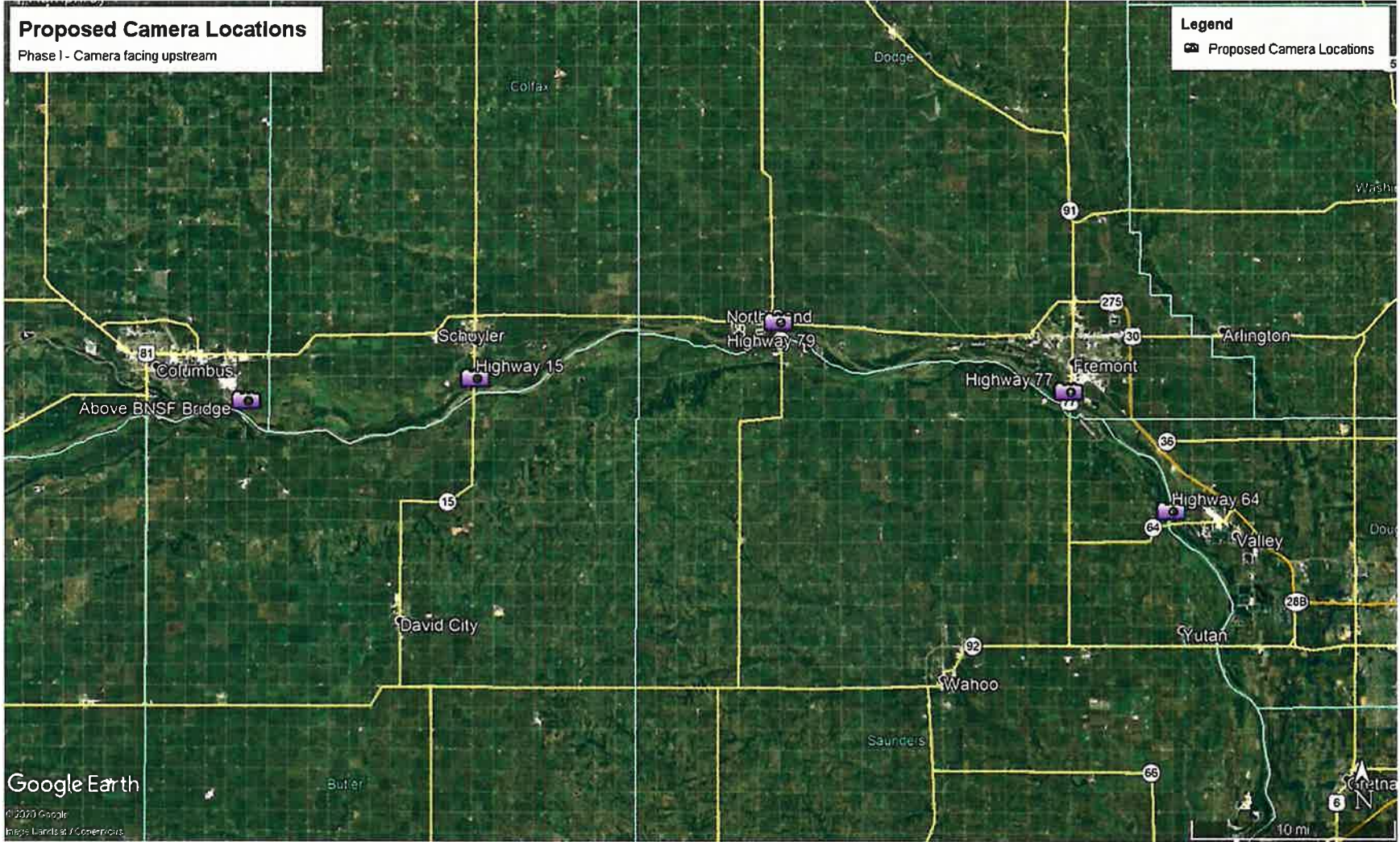
Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Fremont, Dodge County, and Lower Platte North NRD for the Platte River Cameras and Sensors project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Proposed Camera Locations

Phase I - Camera facing upstream

Legend

 Proposed Camera Locations



Google Earth

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**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER CAMERAS/SENSORS
FOR
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DODGE COUNTY
AND
CITY OF FREMONT**

This Agreement (hereinafter named “Agreement”) is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte North Natural Resources District (LPNNRD)
Papio-Missouri River Natural Resources District (PMRNRD)
Dodge County (County)
City of Fremont (CITY)

The parties hereinafter being referred to individually as “Partner” and collectively as “Partners”.

WHEREAS:

Flooding and resulting damages from winter ice jams and seasonal rainstorms frequently occur along the Lower Platte River corridor.

The Partners work closely with the National Weather Service, the Nebraska Emergency Management Agency and the Nebraska Department of Natural Resources to monitor winter ice/ice-out and flood stage conditions along the Lower Platte River corridor and take necessary actions to alert the public of resulting flood hazards.

The Partners desire to increase awareness of potential flood threats due to winter ice/ice-out conditions and other significant seasonal rainstorm events, by establishing cameras and additional water monitoring sensors at mutually agreed upon locations along the Lower Platte River corridor.

The Partners desire to enter into an Interlocal Agreement for purchasing cameras, additional water monitoring sensors and other supporting equipment, for placement along the Lower Platte River corridor and for the future operation and maintenance of that equipment.

Dodge County Emergency Management has applied for FEMA/NEMA Hazard Mitigation grant assistance, up to \$20,250 (75%), to potentially assist the Partners with the purchase and placement of ten (10) cameras, three (3) additional water monitoring sensors and other supporting equipment, at an estimated total project cost of \$27,000.

THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. Authority:

The Partners desire to work together for purchasing and establishing cameras and water monitoring sensors and supporting equipment, at mutually agreed upon Lower Platte River locations and to make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort the Parties desire to enter into this Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act.

2. Funding for Cameras, Water Sensors & Supporting Equipment Purchase:

The Partners agree to equally share the maximum local costs estimated at \$27,000 (\$6,750 each), for purchasing/placing up to ten cameras and three water sensors and supporting equipment.

It is anticipated that the Partners may receive NEMA/FEMA grant assistance, reimbursable up to \$20,250 (75%), based on the total maximum estimated project costs. Should grant funds be approved, the Partners actual total local share will be adjusted accordingly, up to \$6,750 (\$1,687.50 each). The County will be the subgrantee and fiscal agent for the NEMA/FEMA grant.

LPNNRD will purchase and take the lead for placing all cameras, sensors and supporting equipment and bill each Partner for their equal share. If the NEMA/FEMA grant is approved, LPNNRD will submit expenses to the County for 75% reimbursement and bill each Partner for their equal monetary share of the remaining 25%, minus contributed in-kind credit.

3. Camera/Equipment Operation, Maintenance and Data Subscription Expense:

The Partners agree to equally share on-going annual camera/sensor equipment operation, maintenance, and data subscription expense at an annual total cost not to exceed \$10,000, or \$2,500 maximum annual cost for each Partner. On behalf of the Partners, LPNNRD will enter into a contract for operation, maintenance and subscription services and annually bill each Partner for their equal share.

4. Effective Date:

This Agreement becomes effective upon execution by all Partners. The original copy of this Agreement will be maintained as part of the records of LPNNRD, with a copy being provided to each of the Partners. The Agreement may be signed in counterparts, as necessary.

5. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice.

6. Amendments and Addendums of Agreement:

This Agreement may be amended, or Addendums added, subject to approval by all Partners.

7. Indemnification:

The Partners assume no liability under this Agreement unless expressly accepted herein. Each party agrees to defend the other from and against all liabilities, obligations, losses, damages, claims, and demands arising from the acts of its respective officers, agents, or employees.

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte North Natural Resources District

By: _____
Board Chairperson

Date: _____

Papio-Missouri River Natural Resources District

By: _____
Board Chairperson

Date: _____

Dodge County

By: _____
Chairman, Board of Supervisors

Date: _____

City of Fremont

By: _____
Scott Getzschman, Mayor

Date: _____