

Memorandum

To: Programs, Projects and Operations Subcommittee

From: John Winkler, General Manager

Date: November 9, 2021

Re: Interlocal Cooperation Act Agreement Elkhorn Water Rescue Agreement (Waterloo RFD)

The attached Interlocal Cooperation Act is an agreement made by and among the Waterloo Rural Fire Department and the Papio Missouri River Natural Resources District. The original Interlocal Agreement was entered into between the District and the Waterloo Rural Fire Department in 2017.

The purpose of this agreement is to provide financial assistance to the Waterloo Rural Fire Department to maintain and enhance safety patrols and river rescue services to the public on not only the Elkhorn River but at the Districts Elkhorn River access sites as well. Every year the Rural Fire Department submits eligible invoices to the district for reimbursement of rescues or patrol related expenses. District staff review the submitted invoices to ensure they are approved and legitimate expenses and eligible for reimbursement under the terms and conditions of the interlocal agreement. Below are yearly approved totals that were eligible for reimbursement:

2018	\$ 11,524.72
2019	\$ 3,429.68
2020	\$ 30,000.00
<u>2021</u>	<u>\$ 19,577.70</u>
total	\$ 64,532.10

Management recommends that the subcommittee recommend to the Board of Directors that the Interlocal Cooperation Act Agreement Elkhorn River Water Rescue Funding be adopted and that the General Manager be authorized to execute the agreement as to form by district legal counsel.

WATERLOO RURAL FIRE DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
INTERLOCAL COOPERATION ACT AGREEMENT
ELKHORN RIVER WATER RESCUE FUNDING

This Interlocal Cooperation Act Agreement (“AGREEMENT”) is hereby entered into by the WATERLOO RURAL FIRE DISTRICT of Waterloo, Nebraska (“WRFD”) and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (THE “NRD”) (referred to collectively as “the PARTIES”).

WHEREAS, Nebraska law provides that among the purposes of the natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to development and management of recreational and park facilities, Neb. Rev. Stat. § 2-3229; and

WHEREAS, natural resources districts also have authority under Neb. Rev. Stat. § 2-32,101 (2) to contract for law enforcement and security services for district owned and managed recreation areas; and

WHEREAS, natural resources districts may regulate swimming, wading, boating or “any water-related recreational activity” in any portion of a district recreation area, Neb. Rev. Stat. § 2-3296(1); and

WHEREAS pursuant to Neb. Rev. Stat. § 2-3229 (11), the NRD manages three canoe/rafting access areas on the Elkhorn River in Douglas County: Elkhorn Crossing, West Maple Road Site and Graskie Crossing, and many of the persons engaging in canoeing, rafting and water-related recreational activities on the Elkhorn River are accessing the river by means of NRD managed access areas; and

WHEREAS, Neb. Rev. Stat. § 2-3235 authorizes natural resources districts 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 WRFD currently conducts and participates in rescue operations for distressed rafters and canoeists on the Elkhorn River in Douglas County, Nebraska; and

WHEREAS, this “AGREEMENT” is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§ 13-801, R.R.S., 1943, et seq.), and 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 with such Act.

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

Section 1. River Rescue Operations. The PARTIES agree that the WRFD will continue to carry out any necessary river rescue operations in its sole discretion and the NRD shall have no role, duty, oversight or responsibility in such operations of any kind.

Section 2. Funding Contributions. On or before the first day of each calendar quarter during the term of this AGREEMENT the NRD shall reimburse the WRFD for river rescue services conducted at or between the NRD's canoe/rafting access areas on the Elkhorn River in Douglas County [Elkhorn Crossing, West Maple Road Site and Graske Crossing] in an amount not to exceed a total of \$30,000 per calendar year.

Section 3. Indemnifications. Each of the PARTIES agrees to indemnify and hold harmless the other PARTY 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.

Section 7. Effective Date of Agreement: This AGREEMENT shall become effective upon execution by all PARTIES.

Section 8. Duration of Agreement: This AGREEMENT shall expire on December 31, 2023, unless or until terminated by any of the PARTIES as provided herein.

Section 9. Termination. This AGREEMENT may be terminated by any of the PARTIES upon 90 days' notice to the other PARTIES. Such termination shall not affect any rights of reimbursement under this AGREEMENT or responsibilities assumed by another of the PARTIES pursuant to this AGREEMENT.

Section 10. Notices: Any notices or other communications to be given hereunder shall be in writing, and sent by U.S. postage or by hand delivery, by express courier service, by facsimile with proof of transmission or electronic mail to the PARTIES at the addresses stated below or such other address as a PARTY may designate in writing to the other PARTY from time to time:

NRD: John Winkler, General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138-6222

With a copy to: Husch Blackwell LLP
13330 California Street Suite 200
Omaha, NE 68154
Attn: Brent Meyer

**Waterloo Rural
Fire District:**

Section 11. Additional Terms and Conditions.

(a) This Memorandum is for the sole benefit of the PARTIES and will be governed and construed in accordance with the laws of the State of Nebraska.

(b) This AGREEMENT may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. Email/scan copies or facsimile copies of this AGREEMENT will be deemed original copies.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the Effective Date.

THIS AGREEMENT is executed by the Papio-Missouri River Natural Resources District on this ____ day of _____, 2021 pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By: _____

Name: John Winkler

Title: General Manager

THIS AGREEMENT is executed by the Waterloo Rural Fire District on this ____ day of _____, 2021 pursuant to resolution duly adopted by its Board of Directors.

WATERLOO RURAL FIRE DISTRICT

By: _____

Name: _____

Title: _____