

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Amanda Grint, Assistant General Manager
Date: November 29, 2022
Re: Agreement with Lower Elkhorn and Lower Platte South NRDs for River Observation Cameras

Following the March 2019 flood event, local NRDs, emergency managers, and City staff have been interested in deploying camera systems and sensors at key locations along the Platte River to directly observe what is happening during potential ice jam and flooding situations. In 2021, cameras were installed along the Platte River at Columbus, Schuyler, North Bend, Fremont and Leshara. These cameras have provided valuable information on ice breakup and movement through the Platte system. The District has worked with the USGS to install three additional cameras, two on the Elkhorn River at Winslow and West Point and one additional on the Platte at Ashland. See map of current and proposed camera locations.

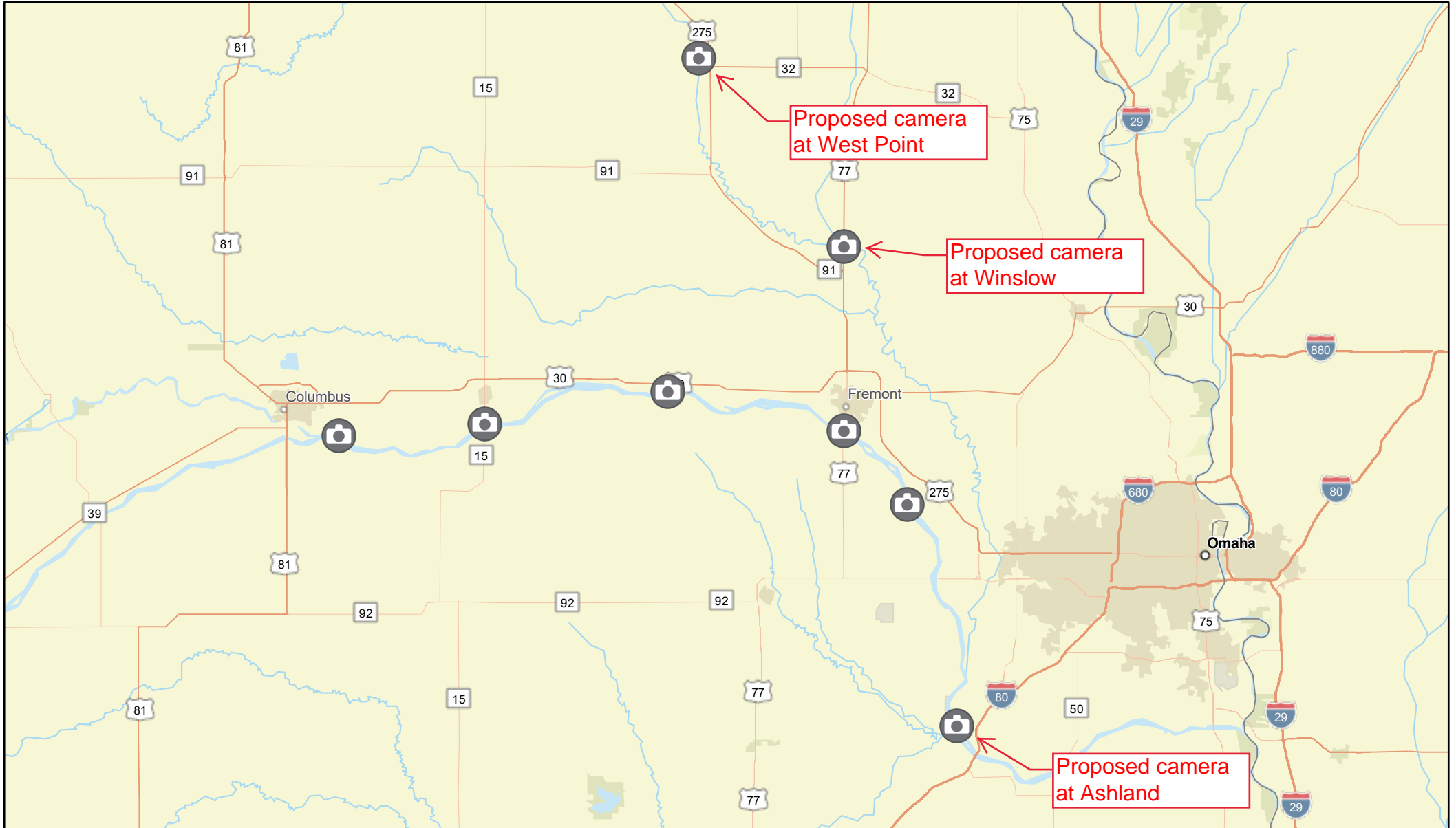
The USGS has provided a cost share and agreement to install and maintain the three additional cameras at the request of the NRDs. An interlocal agreement is proposed between the District, the Lower Platte South NRD and the Lower Elkhorn NRD. The USGS would contribute to each gage and provide the equipment and maintenance and the NRDs would split the local cost share. The Lower Elkhorn NRD would provide half the local share for Winslow and West Point and the Lower Platte South NRD would provide half the local share for Ashland. See cost break down for the three-year agreement below:

	FY23 (Equip & Install)	FY24 (Maintenance)	FY25 (Maintenance approx. values)
Papio NRD	\$12,888.00	\$4,670.00	\$4,918.00
LPSNRD	\$4,296.00	\$1,557.00	\$1,639.00
LENRD	\$8,591.00	\$3,113.00	\$3,278.00
USGS	\$23,260.00	\$3,115.00	\$3,280.00
Total	\$49,035.00	\$12,455.00	\$13,115

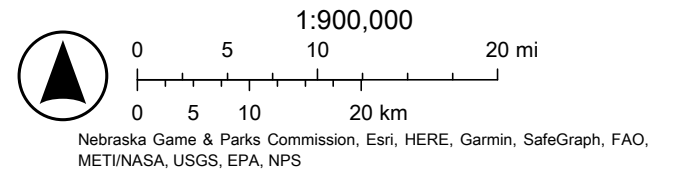
The Interlocal Agreement which reflects this arrangement is attached for your consideration.

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 Lower Platte South NRD and the Lower Elkhorn NRD and the proposed agreement with USGS for the Elkhorn/Platte River Cameras project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

USGS River Camera Map



11/29/2022



**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER AND ELKHORN RIVER CAMERAS
BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
LOWER ELKHORN NATURAL RESOURCES DISTRICT**

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

Lower Platte South Natural Resources District (“LPSNRD”)
Papia-Missouri River Natural Resources District (“PMRNRD”)
Lower Elkhorn Natural Resources District (“LENRD”)

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 and Lower Elkhorn River corridors.

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 and Lower Elkhorn River corridors 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 at mutually agreed upon locations along the Lower Platte River and Lower Elkhorn River.

The Partners desire to enter into an Interlocal Agreement for sharing costs associated with purchasing and placing cameras and supporting equipment along the Lower Platte River and Lower Elkhorn River and for the future operation and maintenance of that equipment.

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 the installation of three cameras and supporting equipment, at mutually agreed upon locations along the Platte and Elkhorn River 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. This Agreement is not intended to create a separate legal entity as between the Partners.

2. Funding for Cameras & Supporting Equipment and Installation:

The Partners agree to provide assistance toward the local costs for up to three (3) cameras and supporting equipment as follows:

PMRNRD:	\$12,888
LPSNRD:	\$4,296
LENRD :	<u>\$8,591</u>
Total Equipment Expense:	\$25,775

The Partners agree to pay the above-identified amounts in the 2023 Fiscal Year.

3. Cameras/Equipment Operation and Maintenance Expenses:

The Partners agree to share on-going camera/equipment operation and maintenance expenses as follows:

	<u>Fiscal Year 2024</u>	<u>Fiscal Year 2025</u>
PMRNRD:	\$4,670	\$4,918
LPSNRD:	\$1,557	\$1,639
LENRD:	\$3,113	\$3,278

It shall be the PMRNRD's sole discretion to determine when and how operation and maintenance is to be conducted and to then bill each Partner accordingly.

4. Authorized Partner for Entering into USGS Agreement/Billings:

The Partners agree that PMRNRD will enter into a three-year agreement with USGS for purchasing up to three cameras and supporting equipment and for operation and maintenance of the equipment. PMRNRD will bill each Partner for their share annually.

5. 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 PMRNRD, with a copy being provided to each of the Partners. The Agreement may be signed electronically and in counterparts.

6. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect until September 30, 2025, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice. Provided, however, termination cannot affect the initial obligations of the Partners

as the PMRNRD will be bound to the three year term with USGS so the parties are committing to at least that length of term.

7. Amendments, Assignments, Severability and Integration:

This Agreement may be amended, or Addendums added, subject to written approval by all Partners. This Agreement may not be assigned without the express written permission of the other Partners to this Agreement. 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. This Agreement constitutes the entire agreement between the Partners 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 all Partners.

8. 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 own respective officers, agents, or employees. 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 Partner 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 any Partner to indemnify or hold harmless the other Partners from liability for the negligent or wrongful acts or omissions of said other Partners or its principals, officers, or employees.

[Signatures on following page]

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 South Natural Resources District

By: _____

Printed Name: _____

Title: _____

Date: _____

Papio-Missouri River Natural Resources District

By: _____
John Winkler, General Manager

Date: _____

Lower Elkhorn River Natural Resources District

By: _____

Printed Name: _____

Title: _____

Date: _____

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2022 by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the purchase and installation of equipment and operations of camera gages at streamgages at Elkhorn River sites at West Point and Winslow and Platte River near Ashland**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$23,580 by the party of the first part during the period October 1, 2022 to September 30, 2025
- (b) \$44,950 by the party of the second part during the period October 1, 2022 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$6,075

Description of the USGS regional/national program: USGS Research and Development

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600000134
Agreement #: 23NRJFA00260
Project #: NR00GS1
TIN #: 47-0542469

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason M. Lambrecht
Hydrologic Data Section Chief
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: Amanda Grint
Assistant General Manager
Address: 8901 South 154th St.
Omaha, NE 68138
Telephone: (402) 444-6222
Fax:
Email: agrint@papionrd.org

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4144
Fax: (402) 328-4101
Email: aflynn@usgs.gov

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Name: Amanda Grint
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Fax:
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U.S. Geological Survey
United States
Department of Interior

Papio-Missouri River Natural Resources District

By STEVEN PETERSON
Name: Steven M. Peterson
Title: Director

Signature
Digitally signed by STEVEN PETERSON
Date: 2022.11.28 11:33:29 -06'00'

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title: