

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Amanda Grint, Assistant General Manager
Date: February 1, 2023
Re: Agreement with Lower Platte South NRDs for River Observation Cameras

Following the March 2019 flood event, local NRDs, emergency managers, and City staff were 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.

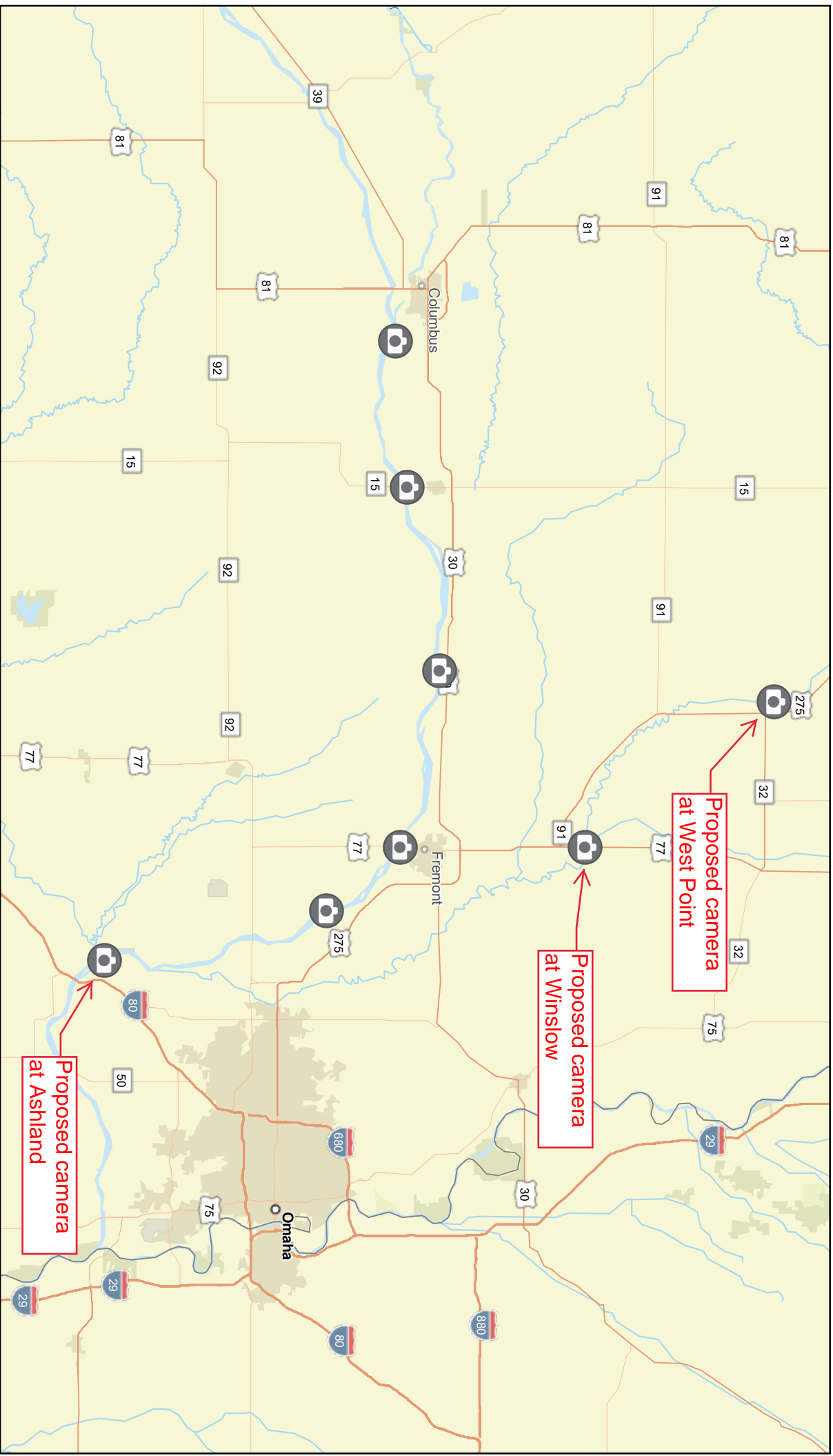
In December, the Board approved an interlocal with Lower Elkhorn NRD and Lower Platte South NRD along with an agreement with USGS to install and maintain the three additional cameras. The Lower Elkhorn NRD did not approve the interlocal agreement and a revised interlocal agreement is proposed to cover the costs. The USGS would contribute to each gage and provide the equipment and maintenance while the District and the Lower Platte South NRD would split the local cost share. 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	\$21,479.00	\$7,783.00	\$8,196.00
LPSNRD	\$4,296.00	\$1,557.00	\$1,639.00
USGS	\$23,260.00	\$3,115.00	\$3,280.00
Total	\$49,035.00	\$12,455.00	\$13,115.00

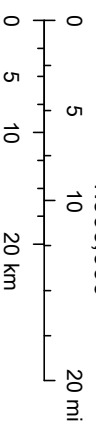
The Interlocal Agreement which reflects this arrangement is attached for your consideration.

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 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



1:900,000
Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER AND ELKHORN RIVER CAMERAS
BETWEEN
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND
PAPIO-MISSOURI RIVER 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”)
Papio-Missouri River Natural Resources District (“PMRNRD”)

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:	\$21,479
<u>LPSNRD:</u>	<u>\$4,296</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:	\$7,783	\$8,196
LPSNRD:	\$1,557	\$1,639

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: _____