

Memorandum

To: Programs, Projects, and Operations Subcommittee

From: Justin Novak, Project Manager

Date: June 21, 2023

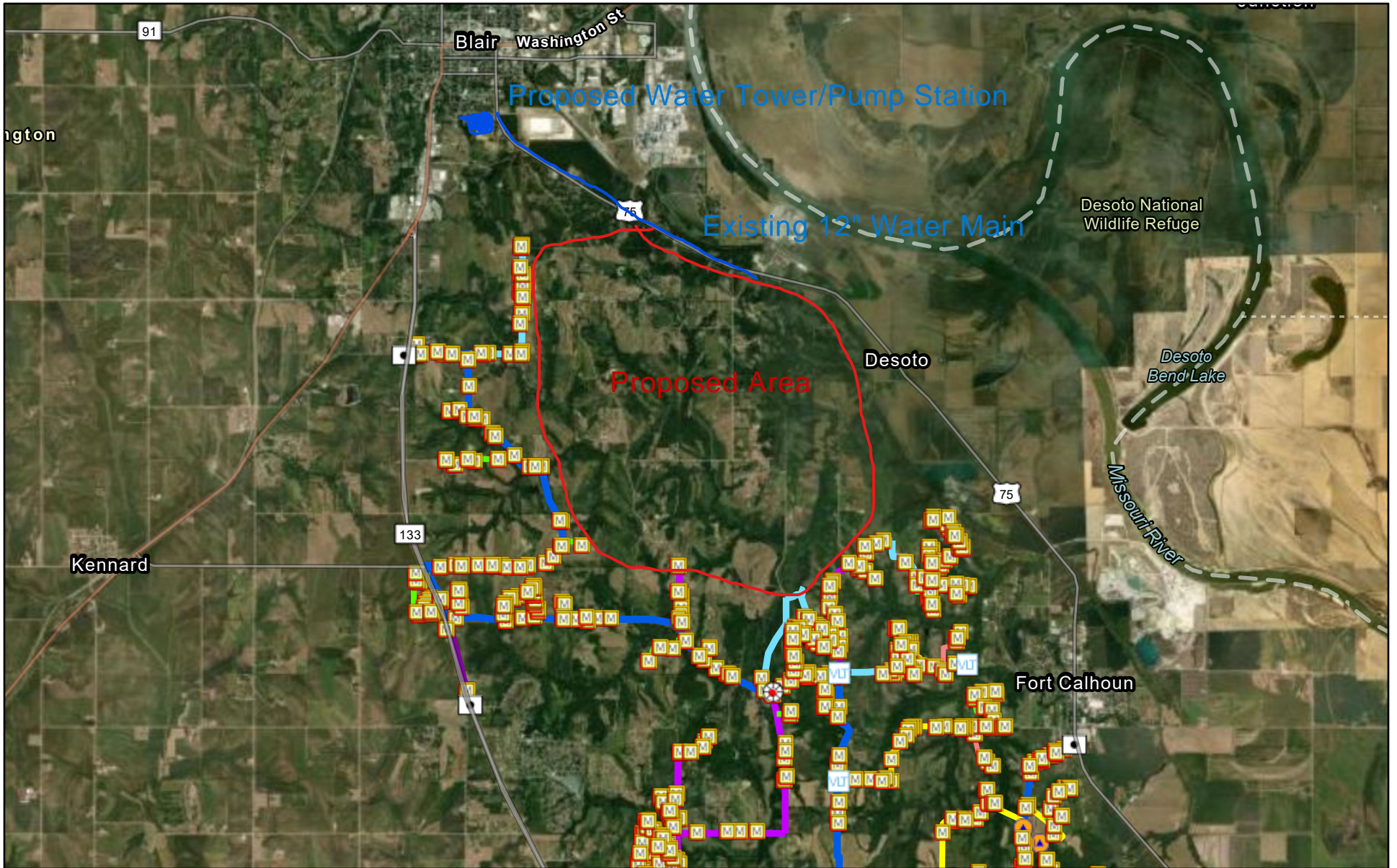
RE: Interlocal Agreement with the City of Blair- WCRW #2 Supplementary Water Main Connection Evaluation

The interlocal agreement with Washington County Rural Water and the City of Blair is a 50/50 split for costs on a study of both water systems and a potential expansion project to serve additional customers in Washington County. The District will be the lead on contract administration with HDR, and the current proposed scope of work for this study having a total contract cost of \$64,800. They were chosen as the consultant since they already provide hydraulic analysis and on call services for WCRW and the City of Blair.

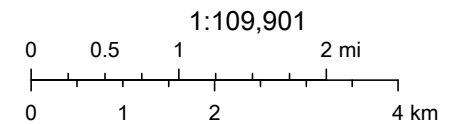
The study includes reconfiguration of water service boundaries, preliminarily design pipe sizes and system requirements for expansion of service area to the south and west of Highway 75, east of County Rd P33/33, and north of County Rd P32. There is also a proposed elevated water storage reservoir, and new pump station to serve this area along Hwy 75, this part of the project will be maintained by the City of Blair but designed as part of the new system.

It is staff's recommendation the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Blair- Washington County Rural Water #2 Supplementary Water Main Connection Evaluation, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

WCRW #2 Expansion Area

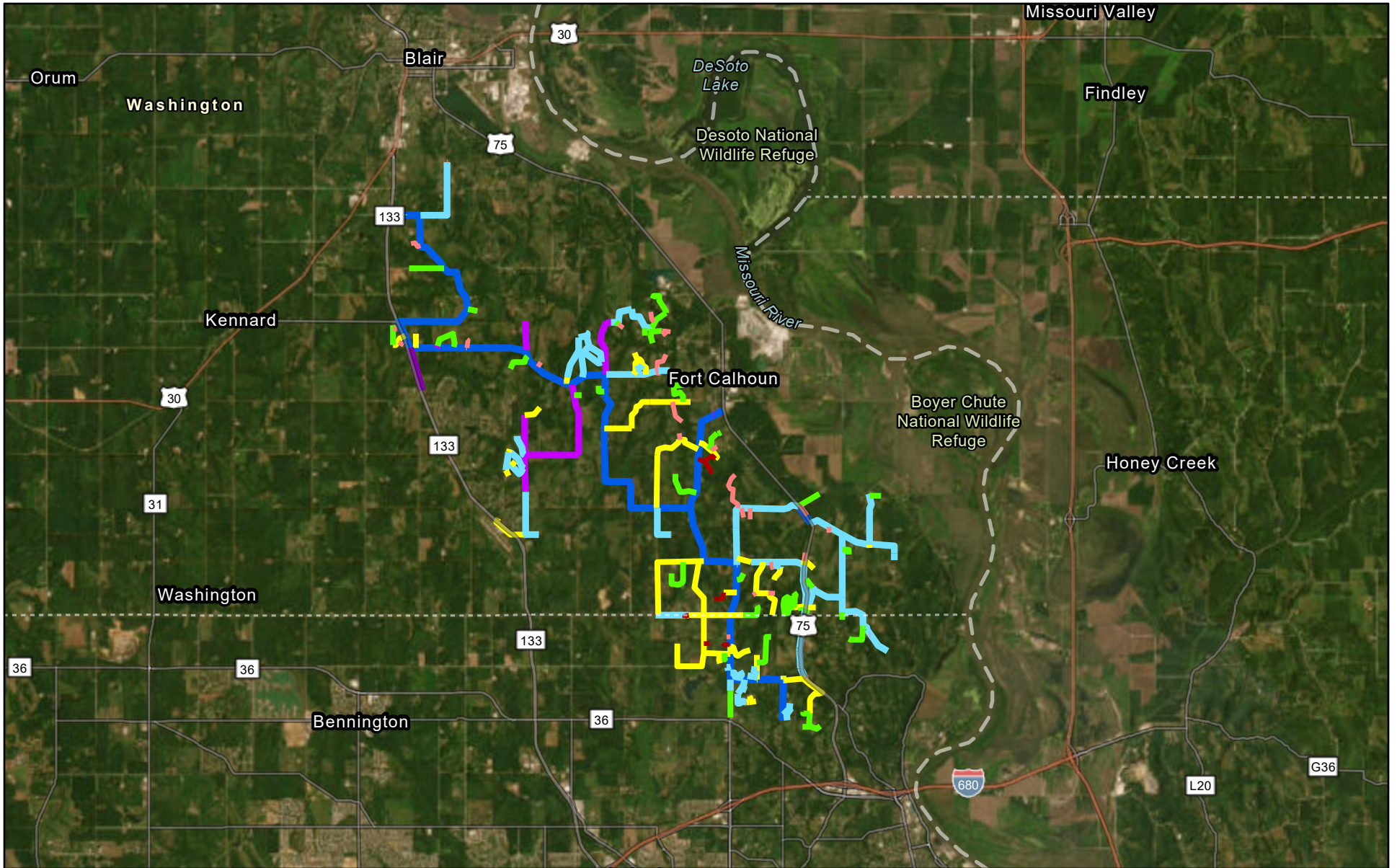


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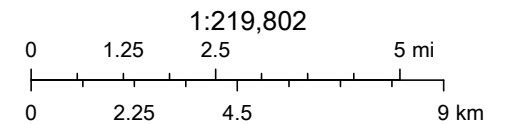


Earthstar Geographics, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

WCRW Service Area



6/21/2023



Earthstar Geographics, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

INTERLOCAL COOPERATION ACT AGREEMENT

Between

PAPIO-MISSOURI NATURAL RESOURCES DISTRICT

And

THE CITY OF BLAIR, NEBRASKA

THIS AGREEMENT (hereinafter referred to as “**THIS AGREEMENT**”) is made pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827, *et seq.*, by and among the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a subdivision of the State of Nebraska (hereinafter referred to as “the **DISTRICT**”) and the **CITY OF BLAIR**, a municipal corporation of the State of Nebraska (hereinafter referred to as “the **CITY**”). The **DISTRICT** and the **CITY** are hereinafter referred to individually as a “**PARTY**” and collectively as the “**PARTIES.**”

WHEREAS, the **CITY** and the **DISTRICT** are governmental bodies organized under the laws of the State of Nebraska;

WHEREAS, the **CITY** provides quality drinking water to its citizens within its jurisdiction and adjacent areas;

WHEREAS, the **DISTRICT** provides quality drinking water to certain areas surrounding the **CITY**’s jurisdiction within Washington County through a water distribution system known as the Washington County Rural Water System No. 2;

WHEREAS, the **DISTRICT** purchases water from the **CITY** to distribute through the **DISTRICT**’s Washington County Rural Water System No. 2 (the “**WCRWS**”);

WHEREAS, the **PARTIES** desire to conduct a study to evaluate a second water main connection between the **WCRWS** and the **CITY**, evaluate the reconfiguration of the water service boundaries, and evaluate the potential expansion of the **WCRWS** to serve the area south and west of US Highway 75, east of County Road P33/33, and north of County Road P32 that currently is not served by **WCRWS**; and

WHEREAS, the **CITY** desires to evaluate potential modifications to the **CITY**’s current water system to allow for the additional connection to the **WCRWS** including but not limited to the evaluation of the proposed elevated water storage reservoir at the existing south pump station and a new pump station on Highway 75 to serve the proposed tower and the expanded rural water system.

WHEREAS, the **PARTIES** desire to retain an engineering consultant to evaluate the above-described potential modifications with the project known as the Washington County Rural Water System No. 2 Supplementary Water Main Connection Evaluation (the

“PROJECT”).

NOW, THEREFORE, DISTRICT and CITY, in consideration of the mutual covenants contained herein, agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of THIS AGREEMENT is to set forth the terms under which the PROJECT will be undertaken and to specify the rights, duties and obligations of the PARTIES in connection therewith. The PROJECT will be undertaken without any separate legal entity being created.

2. **THE ENGINEERS.** Within thirty (30) days after the effective date of THIS AGREEMENT, the DISTRICT, as the Contract Administrator for the PROJECT, shall procure engineering services pursuant to DISTRICT’s Directors policy and retain one or more engineering consultants (hereinafter referred to collectively as “the ENGINEERS”) approved in writing by the CITY (such approval to not be withheld or delayed unreasonably) to conduct the study and evaluation for the PROJECT. Failure of the CITY to approve the DISTRICT’S selection of the ENGINEERS may be cause for termination of THIS AGREEMENT at the sole discretion of the DISTRICT.

3. **PROJECT COSTS.** As the Contract Administrator, the DISTRICT will review, and upon determination of appropriate charges, shall pay the costs of the ENGINEERS per the terms of the Agreement between the DISTRICT and the ENGINEERS, which are estimated to total \$64,800 (the “ENGINEERS COSTS”). If the agreement between the DISTRICT and the ENGINEERS requires an amendment, such proposed amendment shall be sent to the CITY for approval in writing (such approval to not be withheld or delayed unreasonably). If the CITY fails to respond to the proposed amendment within ten (10) days, the proposed amendment shall be deemed to be approved by the CITY.

4. **CITY’S PROJECT CONTRIBUTION.** The DISTRICT shall initially bear the ENGINEERS’ COSTS. Upon the completion of the PROJECT, the CITY shall reimburse one-half (1/2) of the ENGINEERS COSTS to the DISTRICT within thirty (30) days of DISTRICT’S written notification.

5. **CITY’S USE OF ENGINEER’S EVALUATION AND STUDY.** Upon the payment of the CITY’S project contribution, the CITY shall be entitled to a copy of the ENGINEER’S evaluation and study to utilize in the CITY’S future plans for its water system.

6. **NONDISCRIMINATION.** The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

7. **CAPTIONS.** Captions used in THIS AGREEMENT are for convenience and are not used in the construction of THIS AGREEMENT.

8. **APPLICABLE LAW.** In performing THIS AGREEMENT the PARTIES shall conform to all applicable state and federal laws, rules and regulations. This AGREEMENT shall be governed by the laws of the State of Nebraska.

9. **MODIFICATION.** THIS AGREEMENT contains the entire agreement of the PARTIES. No representations were made or relied upon by any of the PARTIES other than those expressly set forth herein. No agent, employee or other representative of any PARTY is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of such PARTY.

10. **INVALID PROVISIONS.** In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions or provisions of THIS AGREEMENT which shall in all respects remain a legally binding agreement with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice any of the PARTIES in its respective rights and obligations contained in the valid covenants, conditions, or provisions of THIS AGREEMENT.

11. **NON-WAIVER.** No delay or failure by any of the PARTIES to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by any of the PARTIES shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

12. **DEFAULT.** If any of the PARTIES fails to comply with any provision of THIS AGREEMENT after reasonable request for performance has been served on such party, the remaining PARTIES may seek specific performance of THIS AGREEMENT upon written notice to the other PARTIES.

13. **EFFECTIVE DATE AND TERM.** THIS AGREEMENT shall become effective upon its execution by all PARTIES and shall be terminated upon the PARTIES satisfying all obligations taken on hereunder.

14. **NOTICES.** Notices to the respective parties provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

To the DISTRICT:

General Manager
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

To the CITY:

Director of Public Works
City of Blair
218 South 16th Street
Blair, NE 68008

or to such other respective representative(s) or address(s) as the respective PARTY may designate to the other PARTIES from time to time in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT**

BY: _____

NAME: John Winkler

TITLE: General Manager

ADDRESS: 8901 South 154th Street
Omaha, NE 68138

CITY OF BLAIR, NEBRASKA

BY: _____

NAME: Melinda Rump

TITLE: Mayor

ADDRESS: 218 South 16th Street
Blair, NE 68008