

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Amanda Grint, Assistant General Manager
Date: October 1, 2024
Re: Agreement with Lower Platte North NRD for Platte River Cameras

After the March 2019 flood event, local NRDs, emergency managers, and City staff began planning to utilize 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, the USGS installed cameras along the Platte River at Columbus, Schuyler, North Bend, Fremont and Leshara. These cameras and sensors have provided valuable information on ice breakup and movement through the Platte system. The original agreement which was for three years, included installation, operation, and maintenance. A new agreement is proposed for five years to maintain these sites.

The USGS has provided a cost share and agreement for maintenance of the original cameras and stream gages. An interlocal agreement is proposed between the District, the Lower Platte North NRD, Dodge County and City of Fremont for an additional five years. The Lower Platte North NRD will execute the agreement with USGS and administer the contract. The partners will contribute as shown below.

	FY25-FY29 (each year)	Total Contribution
Papio NRD	\$5,714	\$28,570
LPNNRD	\$5,714	\$28,570
Fremont	\$5,714	\$28,570
Dodge Co	\$5,714	\$28,570
Total	\$22,856	\$114,280

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 North NRD, Dodge County, and the City of Fremont for the continued maintenance of the Platte River Cameras project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER CAMERAS/STREAM GAUGES
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 gauges at mutually agreed upon locations along the Lower Platte River corridor.

The Partners desire to enter into an Interlocal Agreement for sharing costs associated with purchasing and placing cameras, additional stream gauges and supporting equipment, for placement along the Lower Platte River corridor 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 maintaining cameras, stage-only stream gauges 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. This Agreement is not intended to create a separate legal entity as between the Partners.

3. Cameras/Stage-Only Steam Gauges Operation and Maintenance Expenses:

The Partners agree to equally share on-going camera/stream stage-only gauge operation and maintenance expenses for five years, not to exceed an annual average total cost of \$22,856 total cost (\$5,741 annual maximum average cost for each Partner). It shall be the LPNNRD'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 LPNNRD will enter into a five-year agreement with USGS for operation and maintenance of the equipment. LPNNRD 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 LPNNRD, 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, 2029, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice. Provided, however, termination cannot effect the initial obligations of the Partners as the LPNNRD will be bound to the five 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.

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: _____
John Winkler, General Manager

Date: _____

Dodge County

By: _____
Chairman, Board of Supervisors

Date: _____

City of Fremont

By: _____
Mayor

Date: _____