



LOWER PLATTE SOUTH
 natural resources district

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Memorandum

Date: December 6, 2022
To: Platte River Subcommittee
From: David Potter, Assistant General Manager DP
Subject: Information for the December 14th Platte River Subcommittee meeting

The Platte River Subcommittee will meet on Wednesday, December 14th at 1:30 p.m. at the Lower Platte South NRD. This will be an in-person meeting held just prior to the Board meeting. The one agenda action item for consideration is an **Interlocal Cooperation Agreement with Papio-Missouri River and Lower Elkhorn 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. PMRNRD has worked with the USGS to install three additional cameras, two on the Elkhorn River at Winslow and West Point and one on the Platte River at Ashland. See the attached map of current and proposed camera locations.

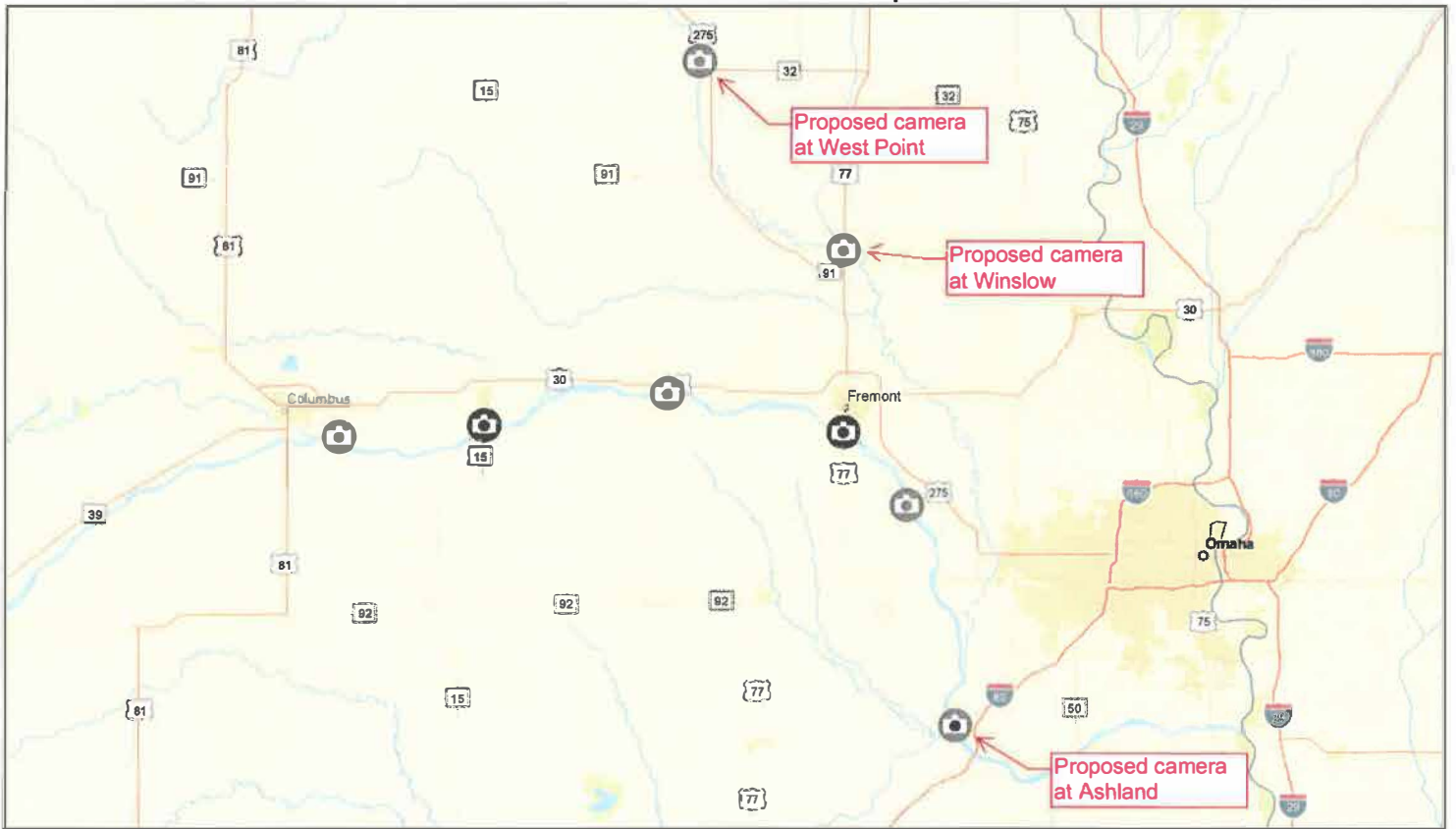
The USGS has provided a cost-share and agreement to install and maintain the three additional cameras at the request of the NRDs. PMRNRD will enter into an agreement with USGS for the cameras. An interlocal cooperation agreement is proposed between LPSNRD, PMRNRD and LENRD to help fund the cameras. The USGS would contribute to each gage and provide the equipment and maintenance and the NRDs would split the local cost-share. LENRD would provide half the local share for the cameras Winslow and West Point with PMRNRD providing the other half. LPSNRD would provide half the local share for the camera at Ashland, with PMRNRD providing the other half. See the cost breakdown 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

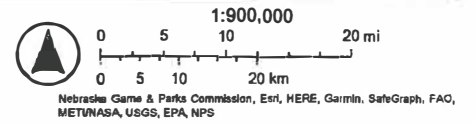
The Interlocal Cooperation Agreement which reflects this arrangement is attached for your consideration.

Staff's recommendation is to recommend the Board of Directors approve the Interlocal Cooperation Agreement with PMRNRD and LENRD for the Elkhorn/Platte River Cameras project.

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")
Papio-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: _____