

**INTERLOCAL COOPERATION ACT AGREEMENT FOR
ELKHORN TOWNSHIP/FREMONT EAST DRAINAGE IMPROVEMENTS BY
DODGE COUNTY
CITY OF FREMONT
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

This Interlocal Cooperation Act Agreement (hereinafter "Agreement") is made by the following Political subdivisions of the State of Nebraska:

Dodge County
City of Fremont
Lower Platte North Natural Resources District

These parties hereinafter shall be individually referred to as "Partner" and collectively as "Partners".

Whereas, the Elkhorn Township/East Fremont ditch network captures storm water from the City of Fremont and flood waters from the Maple and Elkhorn Rivers, the City of Fremont, and the Rawhide Creek. Resulting flood water is diverted back into the Elkhorn River, while properly draining the City of Fremont, areas around the City's Critical Infrastructure, county roads, State Highways 275 and 30, and a railroad line.

Whereas, after abandonment by a drainage district that dissolved in 1929, the Elkhorn Township/East Fremont ditch drainage system has not been maintained or upgraded to meet the current needs of the City of Fremont and Dodge County population and industrial growth. During the 2019 flooding, these ditches were unable to handle the capacity of City of Fremont water runoff, Rawhide Creek watershed, and Elkhorn riverine flooding. Unable to properly drain floodwater, the ditches received substantial siltation and bank erosion, further reducing flow capacity.

Whereas, Dodge County has applied for FEMA Hazard Mitigation Grant Program (HMGP) assistance, up to \$600,000, to assist the Partners in engineering design, feasibility studies and funding application development for a flood damage reduction/drainage improvement project for the Elkhorn Township/Fremont East Drainage ditch system, hereinafter referred to as the "Project".

Whereas, the Partners desire to enter into an Interlocal Agreement, to pledge support for the Project and to share the required local match of 25%, up to \$200,000.

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 on identifying engineering design and feasibility studies, as described above, for potential improvements to

the Elkhorn Township/Fremont East Drainage System, 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, each Partner desires to enter this Agreement for any powers, privileges or authorities exercised, or capable of exercise, individually by them as public agencies under the Interlocal Cooperation Act.

2. Funding for Improvements to the Elkhorn Township/Fremont East Drainage Ditches:

Upon approval of receiving up to \$600,000 (75%) assistance from the FEMA HMGP grant, the Partners agree to share the required maximum local costs (25%), estimated at \$200,000, for studies and analysis of the Drainage Ditch System in the following proportions:

Dodge County - \$67,000 (9%)

City of Fremont - \$66,500 (8%)

Lower Platte North NRD - \$66,500 (8%)

It is anticipated that the Partners will receive FEMA HMGP assistance, reimbursable up to \$600,000 (75%), based on the total maximum estimated project cost. Dodge County will be the subgrantee and fiscal agent for the FEMA grant, if received.

Dodge County, as Project lead/fiscal agent, will issue Requests for Proposals to qualified consulting firms, for completing a Hydraulic/Hydrologic Study, Benefit Cost Analysis, Environmental/Historical/Land Right Considerations and Project Design.

After this scope of work is accomplished, the Partners will move forward with construction of a feasibly identified Project. Actual Project construction and future Project Operation and Maintenance will be outlined at a later date, with identified funding sources, in separate Addendum(s) to this Agreement.

After the FEMA HMGP grant is approved and a consultant is jointly selected by the Partners, Dodge County, on behalf of the Partners, will enter a consultant contract, make payments, and submit expenses to FEMA for 75% reimbursement. Dodge County will quarterly bill each Partner for their local monetary share (as outlined above) of the remaining 25%, minus any contributed in-kind credit.

3. 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 Dodge County, with a copy being provided to each Partner. The Agreement may be signed in counterparts, as necessary.

4. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect until Project completion, as outlined above (estimated 22-month timeframe from the date of HMGP subaward grant agreement). If an unforeseen situation should arise that warrants terminating the Agreement before Project completion, the Agreement may be terminated if mutually agreed by all Partners.

5. Amendments and Addendums of Agreement:

This Agreement may be amended, or Addendums added, subject to approval by all Partners.

6. 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 respective officers, agents, 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.

Dodge County

By: _____
Bob Missel, Chairperson, Board of Supervisors

Date: _____

City of Fremont

By: _____
Joey Spellerberg, Mayor

Date: _____

Lower Platte North Natural Resources District

By: _____
Gene Ruzicka, Board Chairperson

Date: _____