

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE TOWNSHIP/FREMONT WEST FLOOD REDUCTON IMPROVEMENTS
FOR
DODGE COUNTY
CITY OF FREMONT
LOWER PLATTE NORTH 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):

Dodge County
City of Fremont
Lower Platte North Natural Resources District

The parties hereinafter being referred to individually as "Partner" and collectively as "Partners".

Whereas, the March 2019 flooding caused damages to private homes, businesses and public infrastructure in the Village of Inglewood, the City of Fremont, and the City of Fremont's territorial jurisdiction estimated at over \$10 million. In February 2020, riverine water further damaged an existing levee, County Road 19, Fremont State Park areas and private residences, resulting in protective measures and repair costs that exceeded \$300,000.

Whereas, Dodge County has applied for FEMA Building Resilient Infrastructure and Communities (BRIC) assistance, up to \$250,000 (75%), to assist the Partners to identify flood mitigation solutions to incorporate into the existing infrastructure network of ditches, culverts, levees, and dams that protect the Dodge County from flash flooding and river/stream flooding, hereinafter referred to as the "Project".

Whereas, the Project will identify and prioritize site specific flooding/drainage problems, design engineering plans for solutions, and develop funding project applications to protect Village, City, and County Infrastructure, businesses, and residents, while addressing current and future population and industrial growth needs.

Whereas, the Partners will collaborate with other affected local jurisdictions, including but not limited to: Village of Inglewood, Platte Township, North Bend Drainage District, and SID #3.

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 \$62,500.

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 Platte Township/Fremont West area 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.

2. Funding for Improvements to the Platte Township/Fremont West Project:

Upon approval of receiving up to \$250,000 (75%) assistance from the FEMA HMPG grant, the Partners agree to share the required maximum local costs for the Project, as described below, estimated at \$62,500, in the following proportions:

- Dodge County - \$22,500 (9%)
- City of Fremont - \$20,000 (8%)
- Lower Platte North NRD - \$20,000 (8%)

It is anticipated that the Partners will receive FEMA BRIC grant assistance, reimbursable up to \$250,000 (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, to assist the Partners in identifying flood mitigation solutions to incorporate into the existing infrastructure network of ditches, culverts, levees, and dams that protect the Dodge County from flash flooding and river/stream flooding. After this scope of work is accomplished, it is the Partners intent to move forward with construction of feasible identified Projects. Actual Project construction and future Project Operation and Maintenance will be outlined at a later date with identified Projects and funding sources, in separate Addendum(s) to this Agreement, to be authorized at the sole discretion of each of the Partners.

After the FEMA BRIC grant is approved and a consultant is jointly selected by the Partners, Dodge County, on behalf of the Partners, will enter into a consultant contract, make payments, and submit expenses to FEMA for

75% reimbursement. The 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 12-month timeframe from the date of signing BRIC subaward 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: _____
Chairperson, Board of Supervisors

Date: _____

City of Fremont

By: _____
Mayor

Date: _____

Lower Platte North Natural Resources District

By: _____
Board Chairperson

Date: _____

