

AGREEMENT

PROJECT CONTRACTING/PAYMENT PROCESS & OPERATION & MAINTENANCE
for
PLATTE RIVER BREACH REPAIR PROJECT
DODGE COUNTY

This "Agreement", in reference to the Platte River Breach Repair Project, Dodge County, Nebraska, hereinafter referred to as the "Project", is made and entered into by the following parties, hereinafter referred to individually as "Partner" and collectively as "Partners", to wit:

City of Fremont (City)
Dodge County (County)
Lower Platte North Natural Resources District (LPNNRD)
Fremont Rod & Gun Club (Club)

Whereas, the City, County and LPNNRD are political subdivisions of the State of Nebraska and the Club is an incorporated association.

Whereas, 2019 flood events along the Lower Platte River caused a substantial breach in the embankment on the west end of Club property, resulting in substantial damage to private property and public infrastructure.

Whereas, the Partners assisted with emergency repairs in early 2020, to divert Platte Water flood flows from reentering the breach until more substantial repairs could be made.

Whereas, as a result of dredging activities planned at Lake Ventura in 2020, there is an opportunity to use the resulting dredge material from Lake Ventura to engineer, fill, shape, and stabilize the breach area opening, at a total estimated Project cost of \$612,380.

Whereas, the County will act as the fiscal agent for the Project repair and will administer a \$485,000 Community Development Block Grant approved through the Nebraska Department of Economic Development to partially fund the Project.

Whereas, the City, County and LPNNRD have entered into a separate Interlocal Agreement, to assist with the local share of Project expense, up to \$50,000 each, totaling \$150,000.

Whereas, the City has agreed to obtain and hold all necessary public easements for the Project from the Club and be the public entity applicant for future disaster assistance.

Whereas, the Club has previously provided approximately \$20,000 toward repairs in the Project area and will provide up to an additional \$12,380 toward the local share of the Project.

Whereas, the City, County and LPNNRD previously agreed to enter into a future agreement with the Club addressing Project operation and maintenance responsibilities.

Therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the Partners responsibilities for Project contracting, contractor selection, payment process, and future operation and maintenance of the completed Project.
2. **Project Contracting, Contractor Selection:** The County will enter into a contract with JEO Consulting Firm for Project engineering services and also enter into an eventual contract with the construction contractor for completing the Project. The Partners will jointly review submitted Project bids and approve selection of the construction contractor.
3. **Project Payment Process:** The County will receive and approve all said Project engineering and construction invoices and then forward all approved invoices to the County, who as the acting fiscal agent, will make payment to the contractors. The Club will pay \$12,380 toward the initial Project. It is understood that the County will use approved Community Development Block Grant (CDBG) funding first, up to \$485,000, for paying Project invoices. After CDBG funding is exhausted, the County will continue to pay all approved Project expenses that will be invoiced and shared equally by the City, County and LPNNRD up to \$50,000 each.
4. **Project Operation and Maintenance:** This Agreement between the City, County and LPNNRD, and Club is executed to identify operation and maintenance responsibilities of the completed Project. The Club agrees to complete all normal operation and maintenance activities on an annual basis, including but not limited to mowing, tree removal, noxious weed control and minor repairs to the Project. The Club agrees to complete an annual written operation and maintenance report, attached as Exhibit A, and provide each Partner a copy of said report.

In the event of needed major future Project repairs, as a result of flooding or ice-out damage, the City, as the easement holder, is responsible for coordinating with the Partners to secure available federal or state financial assistance and no Partner is obligated to contribute nor provide local financial assistance unless approved by each Partners.

5. **Effective Date of Agreement:** This Agreement becomes effective upon final execution by the Partners. The original copy of this Agreement will be maintained as part of the public records of the City, with a copy of the Agreement to be provided to the Partners. The Agreement may be signed in counterparts, as necessary.
6. **Hold Harmless:** The Club hereby agrees to indemnify and shall hold the City, County and LPNNRD harmless to the fullest extent allowed by law from and against any and all claims, damages, losses, and expenses, arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement.
7. **Duration of Agreement:** This Agreement shall extend from the date of execution by the Partners and will remain in effect unless one or more Partners agree to amend, addend, or terminate the Agreement. City, County, or LPNNRD may terminate their obligations of this Agreement upon submitting a 90-day written notice to the other Partners.

IN WITNESS WHEREOF,

This Agreement for Platte River Breach Repair Project is executed by the City of Fremont on this _____ day of _____, 2020.

City of Fremont

By: _____
Scott Getzschman

Title: Mayor

IN WITNESS WHEREOF,

This Agreement for the Platte River Breach Repair Project is executed by Dodge County on this
day of _____, 2020.

Dodge County

By: _____
Bob Missel

Title: Chairman

IN WITNESS WHEREOF,

This Agreement, for the Platte River Breach Repair Project is executed by the Lower Platte North Natural Resources District on this _____ day of _____, 2020.

Lower Platte North Natural Resources District

By: _____
Gene Ruzicka

Title: Chairman

This Agreement for the Platte River Breach Repair Project is executed by the Fremont Rod and Gun Club on this _____ day of _____, 2020.

Fremont Rod & Gun Club

By: _____
John Miyoshi

Title: Board President _____

EXHIBIT A
Annual Rod & Gun Club Levy Inspection Form

Date of site visit: _____

Inspector: _____

1. Have there been any unusual occurrences since the last inspection? _____

2. Describe the general condition of the levy and any maintenance activities which have been taken:

3. Other comments: _____

4. Checklist:

Item	Yes	No	Remarks
Animal control (holes)			
Errosion to bank			
Errosion control (grass)			
Settling of bank material			
Unwanted Vegetation			
Sod coverage			
Encroachments (trash)			
Gates closed and in order			
Fencing			
Bank slope			
Depressions or rutts			
Cracking			
Seepage			