

**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 "Agency" and collectively referred to as "Agencies."

The Interlocal Agreement shall be in place for the Elkhorn Township Drainage Improvements (hereinafter referred to as "Project") that will be submitted to the Federal Emergency Management Agency (FEMA) for their Building Resilient Infrastructure and Communities (BRIC) grant opportunity.

WHEREAS, in 2021, the Agencies entered into an Agreement for the Elkhorn Township/Fremont East Drainage to pledge support for and share the local match for a FEMA Hazard Mitigation Grant that was to be used to develop an application for improvements to be made in the Project area; and,

WHEREAS, the Agencies' consultant has completed the work within the scope of the previous interlocal agreement and is ready to submit the BRIC grant application with a estimate Project cost of \$56,545,860.00 and a 70% Federal and 30% Local cost share; and,

WHEREAS, the Governor's Office of the State of Nebraska has created a program for the State Cost Share for Hazard Mitigation Assistance Grants (BRIC included) that will pay one-half of the nonfederal cost share, but, not more than 12.5 percent of all federally obligated expenses towards a hazard mitigation project making the State Cost Share \$7,068,232.50; and,

WHEREAS, the Agencies desires to enter into an Interlocal Agreement to pledge support for the Project and to share the remaining local match of the Project (17.5%) which equates to \$9,895,525.50 should the BRIC grant be awarded.

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

1. Authority:

The Agencies desire to work together to complete construction activities defined in the BRIC grant application for the Project that include construction of new storm sewers and culverts, widening existing ditches and the addition of regional detention cells and to make the most efficient use of their respective powers under the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort, each Agency 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.

meil sbnegA
Date

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

Upon approval of receiving up to \$39,582,102.00 (70%) assistance from the FEMA BRIC grant, the State of Nebraska has committed to sharing \$7,068,232.50 (12.5%) and the Agencies agree to share the required maximum local costs (30% minus the State 12.5% = 17.5%), estimated at \$9,895,525.50, for the design and construction of storm sewer, drainage ditch and stormwater detention improvements as detailed in Exhibit A.

It is anticipated that the Agencies will receive FEMA BRIC assistance, reimbursable up to \$39,582,102.00 (70%), based on the total maximum estimated project cost. The City of Fremont will be the subgrantee and fiscal agent for the FEMA BRIC grant, if received.

The City of Fremont, as Project lead/fiscal agent, will issue Requests for Proposals to qualified consulting firms, for completing preliminary engineering, environmental studies, final design, bid services and construction assistance. The City of Fremont will oversee the bidding and construction administration of all Project improvements.

After the FEMA BRIC grant is approved and engineering consultants are jointly selected by the Agencies, The City of Fremont, on behalf of the Agencies, will enter a consultant contract, make payments, and submit expenses to FEMA for 70% reimbursement and to the State of Nebraska for 12.5% reimbursement. The City of Fremont will quarterly bill each Agency for their local monetary share (as outlined above) of the remaining 17.5%, minus any contributed in-kind credit.

3. **Effective Date:**

This Agreement becomes effective upon execution by all Agencies. The original copy of this Agreement will be maintained as part of the records of the City of Fremont, with a copy being provided to each Agency. The Agreement may be signed in counterparts, as necessary.

4. **Duration of Agreement:**

This Agreement shall extend from the date of execution by all Agencies and will remain in effect until Project completion, as outlined above (estimated 72-month timeframe from the date of BRIC 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 Agencies.

5. **Amendments and Addendums of Agreement:**

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

6. **Indemnification:**

The Agencies 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 Agency has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Dodge County, NE

By: _____
Bob Missel, Chairperson, Board of Supervisors

Date: _____

City of Fremont, NE

By: _____
Joey Spellerberg, Mayor

Date: _____

Lower Platte North Natural Resources District

By: _____
Kelly Thompson, Chairperson, Board of Directors

Date: _____

Exhibit A

	Project Total	Federal Share 70%	State Share 12.5%	Local Share 17.5%
Phase 1				
Phase One Sub-Total	\$ 5,246,000.00	\$ 3,672,200.00	\$ 655,750.00	\$ 918,050.00
Contingency (5% of Phase One Sub-Total)	\$ 262,300.00	\$ 183,610.00	\$ 32,787.50	\$ 45,902.50
Phase 2				
Common Construction Costs	\$ 12,002,750.00	\$ 8,401,925.00	\$ 1,500,343.75	\$ 2,100,481.25
Storm Sewer	\$ 12,223,350.00	\$ 8,556,345.00	\$ 1,527,918.75	\$ 2,139,086.25
Drainage Ditch	\$ 16,197,600.00	\$ 11,338,320.00	\$ 2,024,700.00	\$ 2,834,580.00
Detention Basins (East and South)	\$ 8,183,500.00	\$ 5,728,450.00	\$ 1,022,937.50	\$ 1,432,112.50
Contingency (5% of Cost of Construction)	\$ 2,430,360.00	\$ 1,701,252.00	\$ 303,795.00	\$ 425,313.00
	\$ 56,545,860.00	\$ 39,582,102.00	\$ 7,068,232.50	\$ 9,895,525.50

	Local Share 17.5%	LPN NRD Share	Dodge County Share		City of Fremont Share	
Phase 1						
Phase One Sub-Total	\$ 918,050.00	\$ 183,610.00	20.0%	\$ 309,382.85	33.7%	\$ 425,057.15 46.3%
Contingency (5% of Phase One Sub-Total)	\$ 45,902.50	\$ 9,180.50	20.0%	\$ 15,469.14	33.7%	\$ 21,252.86 46.3%
Phase 2						
Common Construction Costs	\$ 2,100,481.25	\$ 420,096.25	20.0%	\$ 707,862.18	33.7%	\$ 972,522.82 46.3%
Storm Sewer	\$ 2,139,086.25	\$ -	0.0%	\$ 823,548.21	38.5%	\$ 1,315,538.04 61.5%
Drainage Ditch	\$ 2,834,580.00	\$ 566,916.00	20.0%	\$ 955,253.46	33.7%	\$ 1,312,410.54 46.3%
Detention Basins (East and South)	\$ 1,432,112.50	\$ 286,422.50	20.0%	\$ 482,621.91	33.7%	\$ 663,068.09 46.3%
Contingency (5% of Cost of Construction)	\$ 425,313.00	\$ 85,062.60	20.0%	\$ 143,330.48	33.7%	\$ 196,919.92 46.3%
	\$ 9,895,525.50	\$ 1,551,287.85		\$ 3,437,468.23		\$ 4,906,769.42