

Memorandum

To: Programs, Projects, and Operations Subcommittee

From: John Winkler, General Manager

Date: March 4, 2021

Re: Cost Share Agreement with Sarpy County Sheriff's Office for Purchase of Air Boat

The Sarpy County Sheriff's office currently does not own or operate an airboat which greatly reduces their service, patrol, and rescue capabilities, especially on the Platte and Elkhorn Rivers. Throughout the boating season Deputies routinely patrol numerous waterways in the county and are called to assist other agencies in the Greater Omaha Metro Area. The Sarpy County Sheriff's Office is responsible for providing safety compliance checks and search and rescue activities, this is in addition to the normal land, bike and foot patrols the Sheriff's Office conducts on District property. As the pandemic gripped the area in the spring of 2020 the utilization of outdoor recreation venues like the Platte and Elkhorn Rivers exploded in usage. Consequently, this led to a dramatic increase in patrol and rescue calls for our first responders:

- Approximately, 37 miles of the Platte River and 6 miles of Elkhorn River border the county.
- Airboats are the primary means of travel on the Platte and Elkhorn.
- SARU's primary shallow water boat is a 1997 Go-Devil, with limited capabilities.
- 2019 flood, an airboat could have been used for evacuations/rescues in Hanson's/Chris Lakes, Riha Lakes, Linoma, Camp Gifford, LaPlatte, and Paradise Lakes.
- A Game & Parks airboat completed one 2019 flood rescue (Riha Lakes) that SARU could not complete due to inadequate equipment.
- January 27th, 2020, SARU recovered an occupied stolen Nebraska Dept. of Roads snowplow from the Platte River (Schramm Park).
- May 2nd, 2020, SARU rescued a 73-year-old male from a downed tree in the Platte near HWY 50. Although successful, this rescue took time due to the use of an inflatable boat with a 6hp motor.
- June 6th, 2020, SARU responded to an overturned canoe on the Platte near HWY 50. SARU located the unoccupied canoe. During the same callout, yet unrelated incident, Springfield Fire/Rescue rescued a female from drowning in a brush pile along the Sarpy County shoreline.
- June 11th, 2020, Taries Price drowning in the Platte. Private and Game & Parks airboats assisted with multiple searches from Schramm Park to the Missouri River. SARU members conducted 36 mission (715 man-hours), with a Go-Devil, into the search zone between the date of incident and November 8th.

- Summer 2020, numerous accounts of citizen rescues on the Platte due to the increased tubing, canoeing, and kayaking. At times, over 150 citizens are on the Platte on a given weekend day.
- The public views both the Platte and Elkhorn rivers as future sources of recreation. Currently, two outfitters are conducting tubing, canoeing, and kayaking adventures on these river systems in Sarpy County.

In 2013 the District did enter into an interlocal cost sharing agreement with the Sarpy County Sheriff's Office to purchase a Search and Rescue Boat to be used on area reservoirs and the Missouri River; the District contributed 50%, not to exceed \$20,000, to the cost of that vessel.

The Sarpy County Sheriff's Office is requesting to partner with the District to contribute \$40,000 (50 percent cost share) of a new airboat.

The new air boat would become Sarpy County's primary Search, Patrol and Rescue Boat on the Platte and Elkhorn Rivers and per the attached Inter-local Agreement it would be the Sheriff's Office sole responsibility for the operation, maintenance and staffing of this craft. In addition, the District, with proper notice, can request the use of this vessel and Sheriff Office personnel on bodies of water and property under the District's jurisdiction to conduct compliance checks, surveys of invasive species, levee's and/or projects, search and rescue operations or any other activity which is deemed as appropriate to use such equipment. In addition, the Sheriff's office has agreed to display the NRD logo on the boat and to properly acknowledge the District's contribution in any communication regarding this watercraft and its operation.

Therefore, Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Inter-local Agreement to provide a fifty (50) percent cost share, not to exceed \$40,000, for the purchase of a Search and Rescue Boat as to form and with any changes deemed necessary by the General Manager and Legal Counsel.

INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
SARPY COUNTY SHERIFF'S OFFICE AND THE PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT
FOR
AIRBOAT COST-SHARE

This agreement ("Agreement") is hereby made and entered into this ____ day of _____, 2021, by and among the SARPY COUNTY SHERIFF'S OFFICE ("Sheriff's Office"), organized and existing under the laws of the State of Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("District"), a natural resources district organized and existing under the laws of the State of Nebraska (all collectively referred to hereinafter as "the Parties").

WHEREAS, Sheriff's Office is tasked with law enforcement and public safety within Sarpy County, Nebraska, including waterways within and bordering Sarpy County; and

WHEREAS, Sheriff's Office has developed the need for an airboat to enhance the safety of its officers, improve current operational capabilities, and allow for increased search and rescue operations within the District's recreation areas and rivers within and along Sarpy County; and

WHEREAS, the District desires to support the Sheriff's Office so it may maximize its search and rescue service and patrol capabilities within Sarpy County and the surrounding areas and provide public safety; and

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to participate in a cost-share agreement for the purchase of a new airboat and supporting equipment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will fund and acquire an airboat and supporting equipment.

II. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY

This Agreement does not create a separate legal or administrative entity.

III. RIGHTS, DUTIES, AND OBLIGATIONS OF THE SHERIFF'S OFFICE

Sheriff's Office agrees to:

1. purchase an airboat and supporting equipment (the "Airboat");
2. utilize the Airboat to patrol and provide search and rescue services for the waterways within Sarpy County and surrounding areas;
3. permit the District's usage of the Airboat and provide assistance of Sheriff's Office personnel, with proper notice, to conduct compliance checks, perform surveys of invasive species, levees or other projects, conduct search and rescue operations, or any other activity deemed appropriate for the use of such equipment on bodies of water and property under the District's jurisdiction;
4. display the District's logo on the Airboat;
5. properly acknowledge the District's contribution in any communications regarding the Airboat or its operations; and
6. indemnify and hold harmless the District, its officers, agents and employees, and its successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims arising from the use of the Airboat, except for such claims caused by the sole negligence or willful act of the District's employees.

IV. RIGHTS, DUTIES, AND OBLIGATIONS OF THE DISTRICT

District agrees to:

1. reimburse Sheriff's Office fifty percent (50%) of its total actual costs associated with the purchase of the Airboat, up to and not to exceed \$40,000.00; and

2. provide input to assist in the patrol and search and rescue services on the waterways in Sarpy County and surrounding areas.

V. GENERAL CONDITIONS

1. **NONDISCRIMINATION.** None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.
2. **CAPTIONS.** Captions used in this Agreement are for convenience only.
3. **APPLICABLE LAW.** The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
4. **INTEREST OF THE PARTIES.** Each of the Parties to this Agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this Agreement.
5. **MERGER.** This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.
6. **MODIFICATION.** This Agreement contains the complete and entire agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.
7. **AMENDMENTS.** This Agreement may be amended upon the actions of the parties if done so in writing.
8. **EFFECTIVE DATE.** This Agreement shall become effective on the date that its execution by each and all of the Parties is complete.

9. DURATION. This Agreement shall expire upon the full completion of the duties of the Parties as set forth above. This Agreement may be terminated by mutual written consent of the Parties.

10. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. Email/scan copies or facsimile copies of this Agreement will be deemed original copies.

This Agreement is executed by SARPY COUNTY SHERIFF'S OFFICE this _____ day of _____, 2021.

SARPY COUNTY SHERIFF'S OFFICE,

By _____

Name: _____

Title: _____

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this ____ day of _____, 2021.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____

John Winkler
General Manager



OFFICE OF THE SHERIFF MEMORANDUM



From the desk of:

Lt. D. Svoboda/995

To: John Winkler

Date: 2/22/21

Re: Airboat Justification

As the agency's search and rescue unit commander, I have noticed over the past couple of years that an airboat would greatly enhance our service capabilities. Most notably, are the flood of 2019 and the summer of 2020. Therefore, I would like to provide you with a few justifications for purchasing an airboat:

- Approximately, 37 miles of the Platte River and 6 miles of Elkhorn River border the county.
- Airboats are the primary means of travel on the Platte and Elkhorn.
- SARU's primary shallow water boat is a 1997 Go-Devil, with limited capabilities.
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- Summer 2020, numerous accounts of citizen rescues on the Platte due to the increased tubing, canoeing, and kayaking. At times, over 150 citizens are on the Platte on a given weekend day.
- The public views both the Platte and Elkhorn rivers as future sources of recreation. Currently, two outfitters are conducting tubing, canoeing, and kayaking adventures on these river systems in Sarpy County.
- Current Boats:
 1. SB-1: 22' Clark Boat with 115HP Mercury motor. Equipped with emergency lights, siren and spotlights. Has watercraft towing capabilities. Primarily used on the Missouri River and area lakes.
 2. Go-Devil: 16' boat with 25HP Go-Devil motor. This craft is used in either shallow or deep water.
 3. Polar Craft (Jon Boat): 16' boat with 50HP Mercury motor. Primarily used on the Missouri River and area lakes.
 4. Inflatable Boat: 12' boat with interchangeable 6HP or 25HP Mercury motors. Primarily used in flooded areas, shallow water or remote locations.
 5. Kayak: Two, 10' kayaks used in either deep or shallow water.

PLATTE RIVER AIRBOATS

PROPOSAL

SARPY COUNTY SHERIFF AIRBOAT BUILD

Description		Cost
<p>Hull 16' Diamond Back Airboat hull .190 bottom and .125 sides Sides will be 30" deep 2' grass rake on front with step right and lefthand side of hull will have dry storage pods. bottom 5/16 TSE Polymere will be riveted on. 1/4" poly will be riveted to sides of hull 8" up. All coast guard required lighting will be installed Hull will be powder coated to match Supplied graphics will installed</p>		
<p>Rigging Seating will be 2 singles up with triple seat down Top seat will be set on dry box with custom gauge panel. Gauge panel will have all Teleflex marine gauges and switches bottom triple seat will be set on dry storage box. Seat cushion and rain cover your choice of colors Full cage to cover entire engine and propellor with 1/8" custom wire installed All rigging will be powder coated color of choice 40 gallon fuel cell 4' rudders</p>		<p>\$ 0</p>

Description		Cost
<p>Engine,Gearbox,Propellor L96 GM 525HP EFI 6.0 Crate with coil covers and top cover ,will be upgraded to airboat specs by CCW Performance. Holley engine controller with upgraded Harness and drive by cable throttle. Airboat stainless exhaust system with upgraded mufflers to reduce noise Gearbox will be 2.68 to 1 Stinger drive unit 3 blade Sensenich 82" JX propellor Fuel system 255LPH Walboro fuel pump with water fuel separator. Dual battery set up with switch and upgraded alternator</p>		\$ 0
<p>Trailer Single axle aluminum trailer with heavy duty winch and dolley and 15" wheels. Rear easy load rollers and side guide rollers</p>		
<p>Lighting and headsets Lightbar and spotlights will be installed 4 place wireless headsets</p>		
<p>Warranty Hull 1 year manufacture Engine 2 year manufacture Gear box 1 year manufacture Rigging has life time warranty These are normal wear warranties and do not cover abuse and lack of maintenance.</p>		
<p>Complete storage cover</p>		
		\$ 0
		\$ 0
		\$ 76,500

Thanks for considering Platte River Airboats for your build. I would like for your team to be involved with the build so you get exactly what you want. If I can be of any other assistance or you have any question don't hesitate to call. This build will be finished early spring 2021. Ed Fransiscus 402-319-5300

Approved

Lt O. Roberts 12/4/2020