

Agenda Item: 14.a.

Memorandum

To: Programs, Projects and Operations Subcommittee

From: John Winkler, General Manager

Date: June 1, 2013

Re: Cost Share Agreement with Sarpy County Sheriff's Office
Search and Rescue Boat

The Sarpy County Sheriff's office currently owns and operates three boats. The oldest and most often used is a 1984 18ft Polar Craft with a 50hp motor. The second is a 1997 15ft Voyager with a 25hp Go-Devil motor. The final vessel is an inflatable raft with a 25hp detachable motor.

The Voyager is a smaller boat with a working capacity of two persons. The Go-Devil motor is a motor designed for operation in very shallow water. The Voyager is primarily used on the Platte River, but is used as a back-up on deep water (Missouri River, Wehrspann, and Walnut Creek). It has a limited capacity in the number of persons it can rescue at one time. The inflatable is a lightweight (4 person carry) boat that can be inserted in water from most anywhere. It also can be used in limited access areas such as the Papio Creek. It can carry up to 5 people in rescue work.

The Polar Craft is now 29 years old and is showing signs of its age. This boat is used for Search and Rescue and body recovery of drowning victims. It is the largest and most durable boat and has been used in extreme ice and heat conditions. It is primarily used on the Missouri River, Wehrspann Lake and Walnut Creek Lake. The interior of this boat by its design has many trip hazards because the floor has exposed reinforcing and at times it is very difficult to recover a body or provide safe rescue because of the limited work area and the requirement to evenly distribute weight throughout the boat in order to prevent capsizing.

During the Sheriff's Office last water rescue operation on July 1-3 2012 at Hanson's lake, the sheriff's office supported a Dive/Rescue Team from the Omaha Fire Department. Divers working from this craft had difficulty entering and exiting the water from the vessel. However, primary divers working from a boat operated by the Nebraska Game and Parks Division had a much more safe and suitable boat to support rescue operations. The game and parks boat has an ideal set-up in that it has a level floor with no trip hazards to be concerned about, is wider than any of the Sheriff's Office current boats and will allow rescue personnel to work off the side and lift victims into the boat without worry of capsizing. In addition, it has a flat platform at the front and rear of the boat which allows recovered bodies and rescued persons to be placed in an area that is indented and stops bodily fluids from excessive contamination of rescue personnel or citizens.

Throughout the boating season Deputies routinely patrol numerous waterways in the county and are called to assist other agencies in the District. Listed below are many of the waterways that the Sarpy County Sheriff's Office is responsible for providing safety compliance checks and search and rescue activities for, this is in addition to the normal land, bike and foot patrols the Sheriff's Office conducts on District property.

Missouri River, Platte River, Elkhorn River

Linoma Beach, Beacon-View, Thomas Riverside Acres, Villa Springs (2 lakes), Riha Lake, City Retreat, Hawaiian Village, Schmid Park, Olivo Lake, New RV Park on La Platte Rd., Hansen Lake 1, Hansen Lake 2, Hansen Lake 3, Betty Lake, Chris Lake

Wehrspann Recreation Area, Walnut Creek Recreation Area, Halleck Park
OAFB Base Lake, Schwer Lake, Lakewood Village, Shadow Lake

NRD Reservoir sites proposed and under construction: WP-5, WP-6 and WP-7

The Sarpy County Sheriff's Office is requesting to partner with the District to contribute \$20,000 (50 percent cost share) of a new vessel of similar design to the Game and Parks Commission Boat. Sheriff's Office personnel will insure the proper design prior to the boat being built and delivered. The vendor, Clark Boats, has insured GSA pricing on this craft. Due to budget constraints the purchase of this vessel is not a budgeted item in any Sheriff's office budget; it is the intent of the Sheriff's Office to utilize drug seizure funds to pay its 50 percent share.

The need for a safe and reliable replacement vessel has been known for some time; however, it became glaringly obvious when the Sheriff's office was called upon to support divers at the July rescue event. The new boat would become Sarpy County's primary Search and Rescue Boat 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 Interlocal Agreement to provide a fifty (50) percent cost share, not to exceed \$20,000, 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..

From: Evasco, Dan [<mailto:Dan.Evasco@nebraska.gov>]
Sent: Monday, May 20, 2013 11:34 AM
To: Rolly Yost
Cc: Krause, Levi
Subject: Special thanks for assistance

CPT Yost,

The Nebraska Game and Parks Law Enforcement Division would like to thank you and your department for assisting in boating safety compliance on the area lakes and the Missouri River.

All of your officers are well-mannered, well trained and professional in their work. We have only 40 field officers in the entire state. Any assistance on boating safety is greatly appreciated.

Recently, both of your Search and Rescue teams assisted me on patrolling the Missouri River. We made many positive contacts. An example of this is the rescuing of three stranded boaters who had run out of gas and were drifting aimlessly down river. SGT Svoboda's team was able to tow them to their launch site at Plattsmouth.

Another example is that we stopped and cited two motorboats that had not been registered since 2006 and 2007. Neither vessel had complied with the life preserver requirements. This is a key indicator that safe boating regulations are not consistently enforced on the Missouri River.

Patrolling the river solo is far too dangerous. Your teams assistance ensures safety for all officers and recreational boaters. The public really enjoys and appreciates seeing us patrolling by motorboat. And, everything we do, whether day or night navigation, during any kind of weather is excellent training for any possible future Search and Rescue operation.

Best regards,

Conservation Officer Dan Evasco #723
NGPC

INTERLOCAL AGREEMENT TO PURCHASE AND OPERATE WATERCRAFT FOR EMERGENCY AND PUBLIC PURPOSES

This agreement ("this Agreement") is made by and between the COUNTY OF SARPY, Nebraska ("the County") and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("the NRD") pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. '13-801, *et seq.* (Reissue 2012), and is intended to establish a cooperative project of the parties ("the Project") for the procurement, financing, use, operation and maintenance of an aluminum boat equipped with an outboard motor and a boat trailer (collectively "the Vessel") for the cooperative use of the parties during emergencies and for other public purposes, all subject to the following, to-wit:

1. The Vessel is described in the document attached hereto and incorporated herein by reference as Attachment A.
2. The Hull Identification Number of the Vessel is HIN _____.
3. The Vessel shall be equipped with emergency, rescue, navigation, inspection and other equipment listed in the document attached hereto and incorporated herein by reference as Attachment A ("the Equipment").
4. The Equipment shall be procured and installed in or on the Vessel by the County on or before _____, 2013.
5. The Vessel, as rigged with the Equipment, shall be purchased by the County and titled in the sole name of the County.
6. The cost of repairs of the Vessel and of fuel, lubricants and other property consumed or required during the use and operation of the Vessel during its useful life shall be paid by the County.
7. The County, at County expense, shall provide storage of the Vessel under cover during its useful life when the Vessel is not engaged for purposes of the Project.
8. The County shall employ persons to operate and command the Vessel who have received professional training in the safe operation of the Vessel or equivalent boats.
9. From time to time, after reasonable advance notice from the NRD, the County shall provide the Vessel, and qualified personnel to safely transport and operate NRD

personnel or contractors, all at County cost and expense, for inspections and surveys of NRD project areas, waterways, impoundments and other areas of interest to the NRD within such district or within bordering waterways.

10. The County, at its sole cost and expense, shall keep the Vessel and its operators insured, or self-insure, and shall defend and hold the NRD harmless, from and against any and all damage or liabilities occurring or arising during the storage, repair, transport, use and/or operation of the Vessel.
11. The NRD shall pay to the County within ____ days after the written demand of the County the sum of \$ _____ as the NRD'S contribution to the purchase price of the Vessel and the Equipment.
12. This agreement shall extend for a term commencing upon the execution hereof by both parties and shall continue in effect until the expiration of the useful life of the Vessel as determined by future agreement of both parties, or until the expiration of ____ calendar years from and after the date of the execution hereof by both parties, whichever event shall first occur.
13. Upon expiration of the term of this agreement the County may either continue to use the Vessel for any public use, may offer and convey the Vessel as a trade-in for a replacement Vessel having the same use and purposes, or after reasonable notice to the NRD, the County may sell the Vessel at a public auction sale with the net proceeds of such auction sale to be divided equally between the parties.
14. No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this contract.
15. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.

16. Pursuant to Neb. Rev. Stat. '13-804(5)(Reissue 2012), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

In witness whereof, the parties have executed this Agreement as of the ____ day of _____, 2013, pursuant to authorities granted by their respective governing bodies.

PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By: _____

Title: General Manager

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

(Seal)

ATTEST:

Sarpy County Clerk

By _____
Chairman, Sarpy County Board
of Commissioners

Approved as to form and content:

Deputy County Attorney