



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Chief Auxier

DATE: May 17, 2012

RE: Search and Rescue MOU

Attached is a revised Memorandum of Understanding for Search and Rescues on the area lakes that we service. The reason behind this was to update contract language regarding both the Husky Airboat and Marine 3 (these are newer boats that were purchased by the County and are used by our Department).

Both City Attorney's have reviewed this document, made a few minor changes that are incorporated into this document, and agreed upon by the Sheriff's Department.

The City Attorney's are recommending NMFR Joint Finance & Personnel make a recommendation to both Common Councils that this Memorandum of Understanding be approved and authorize Chief Auxier to sign the document on behalf of NMFR.

If you have any questions, please feel free to call me at (920) 886-6203.

AA/tt

Enclosure

Sheriff
John F. Matz

Chief Deputy
Todd A. Christopherson



Winnebago County Sheriff

www.co.winnebago.wi.us



4311 JACKSON STREET
OSHKOSH, WISCONSIN 54901
(920) 236-7300 (920) 727-2888
JAIL (920) 236-7380
ADMINISTRATION FAX (920) 236-7333
RECORDS FAX (920) 236-7302

05/09/12

TO: Chief Auxier

FROM: LT. Cianciolo

RE: Search and Rescue Craft MOU

Chief Auxier,

The Winnebago County Sheriff's Office is in the process of reviewing many of our policies. In doing so I noticed that there was not a MOU in place for the current use of the Sheriff's Office Air Boat and Marine Unit. The last MOU had addressed the hover craft when that was still in service.

I have drafted a new MOU that covers the use of both the Air Boat and Marine Unit. It is very similar to the MOU that had been in place for the hover craft.

I ask that you review the new MOU and have the appropriate people sign the document. The Original MOU will be maintained by the Sheriff's Office and should be returned to me.

Thank You,

A handwritten signature in black ink that reads "Lt. Greg Cianciolo".

Lt. Greg Cianciolo

MEMORANDUM OF UNDERSTANDING

Under the authority of Sec. 66.0301 of Wis. Stats., this agreement is entered into between Neenah-Menasha Fire Rescue and the Winnebago County Sheriff's Office. The purpose of this agreement is to define the role and responsibilities of the Parties, limited to, and as they relate to the rescue response of a Search and Rescue Craft (SRC), to that area of Winnebago County as outlined under the provisions below. This agreement is entered into by both parties, with the intent to provide life saving services for the citizens of Winnebago County. The terms and conditions for this reciprocal mutual aid rescue agreement are as follows:

1. The Sheriff's Office as its option may provide to Neenah-Menasha Fire Rescue, a serviceable SRC, with appropriate trailer to be used for rescue operations and training. Any use of the SRC outside of rescue operations and training will be approved by the Sheriff or his/her designee prior to use.
2. The Winnebago County Sheriff's Office will be responsible to provide funding for all repair and maintenance concerning the SRC and trailer, to include any needed replacement parts and labor. Minor or routine maintenance may be voluntarily performed by Neenah-Menasha Fire Rescue personnel.
3. Any damage to the SRC will be reported to the Sheriff's Office in a detailed written report describing the damage and how it occurred.
4. The Winnebago County Sheriff's Office will maintain all ownership of the SRC.
5. Both parties may solicit private funding for improvements or equipment for the SRC. Any modifications to the SRC will require approval from the Sheriff or his/her designee.
6. Winnebago County shall provide accident insurance; including liability, property, and physical damage coverage on the SRC and trailer, and agrees to waive subrogation against the Cities of Neenah and Menasha except for the liability provisions contained within this agreement.
7. Neenah-Menasha Fire Rescue will provide storage for the SRC during the season of use, and personnel to operate the unit when available. When qualified personnel are available Neenah-Menasha Fire Rescue will respond for emergency rescue operations within their designated area of response, as described in E911 Advisory Directive PSD #4 (see attachment). If the above described directive is amended by the E911 Committee, the Parties hereby agree to automatically adopt the directive as amended. Neenah-Menasha Fire Rescue will also provide an appropriate tow vehicle for emergency response.

8. The Sheriff or his/her designee has the authority to request Neenah-Menasha Fire Rescue to respond to an emergency rescue incident where the Sheriff believes that the use of the SRC is necessary. Neenah-Menasha Fire Rescue will then respond to all such calls, unless the Fire Department has insufficient staffing available to operate the SRC. In such an event the Fire Department will immediately advise the Sheriff's Office. The Sheriff's Office may then retrieve the SRC and use Sheriff's Office Personnel to staff it.
9. The Sheriff's Office will have access to, and staff the SRC when it is needed for patrol, search, dive operations and training. In the case of a prolonged incident Sheriff's Office personnel will take over operation of the SRC at an appropriate time, when staffing allows. In case of conflict, the Sheriff or his/her designee will have final authority to designate use of the SRC.
10. Personnel will be properly trained to operate the SRC according to manufacturer's operating guidelines.
11. Each party will be responsible for all wages and related costs for its personnel when operating the SRC.
12. If any use of the SRC by either party may extend outside of Winnebago County, notice of such use should be extended to the other party, and to the backup provider, and will be approved by the Sheriff or his/her designee.
13. Winnebago County and the Cities of Neenah and Menasha will each maintain adequate commercial insurance protections against all loss from liability, worker's compensation, property and marine craft physical damage in accordance with the indemnification provisions of this agreement.
14. Subject to paragraph #15 below, the Cities of Neenah and Menasha agree to indemnify and hold harmless Winnebago County (including the directors, officers, employees, agents, shareholders, insurers, successors, and assigns) from and against any and all claims, demands, penalties, fines, causes of action, liabilities, settlements, damages, costs, and expenses, including without limitations, attorney's and consultant's fees, investigating fees, court costs and otherwise, arising out of or in any way related to Neenah-Menasha Fire Rescue's operation of the SRC, including but not limited to:
 - a. Any personal injury or bodily injury (including wrongful death) or property damage (real or personal).
 - b. Any lawsuit brought or threatened, settlement reached, or local, state, or federal government or agency order, including but not limited to claims, costs, liabilities, or expenses arising under federal, state or local law.
 - c. Any violation of laws, orders, regulations, requirements or demands of any governmental authorities.

- d. Any breach or violation of any contractual provision of whatever kind with any third party.
15. Subject to paragraph #14 above, Winnebago County agrees to indemnify and hold harmless the Cities of Neenah and Menasha (including the directors, officers, employees, agents, shareholders, insurers, successors, and assigns) from and against any and all claims, demands, penalties, fines, causes of action, liabilities, settlements, damages, costs, and expenses, including without limitations, attorney's and consultant's fees, investigating fees, court costs and otherwise, arising out of or in any way related to the Winnebago County Sheriff's Office operation of the SRC, including but not limited to:
- a. Any personal injury or bodily injury (including wrongful death) or property damage (real or personal).
 - b. Any lawsuit brought or threatened, settlement reached, or local, state, or federal government or agency order, including, but not limited to claims, costs, liabilities, or expenses arising under federal, state or local law.
 - c. Any violation of laws, orders, regulations, requirements or demands of any governmental authorities.
 - d. Any breach or violation of any contractual provision of whatever kind with any third party.
 - e. In addition, Winnebago County will indemnify and save harmless the Cities of Neenah and Menasha from and against any and all losses, claims, demands, penalties, fines, causes of action, costs, damages, expenses and liability (including statutory liability under Worker's Compensation or Unemployment Compensation), including without limitation, any attorney or consultant fees, investigation fees, court costs and litigation expenses, and other costs of defense arising out of or in any manner related to product liability or other claims related to the performance of rescue equipment under the terms of this agreement.
16. All wages and disability payments, pensions and Worker's Compensation claims, clothing and medical expenses relating to the use, training and maintenance of the SRC will be paid by the agency regularly employing such employee or officer.
17. This agreement will expire on December 31, 2012, but shall automatically renew according to these terms for successive one-year periods unless either party gives the other not less than thirty days advance notice. Either party may cancel this agreement at any time, provided that a thirty-day written notice is provided to the other party.
18. For the purposes of notice or any other issue relating to this agreement, the Sheriff for Winnebago County and the Fire Chief for Neenah-Menasha Fire Rescue are designated as the responsible parties.
19. Should any provision of this agreement be determined to be illegal by any Court, it is intended that all other provisions of the agreement will remain in force.

WINNEBAGO COUNTY SHERIFF'S OFFICE

NEENAH-MENASHA FIRE RESCUE

BY: _____
Sheriff John Matz

BY: _____
Chief Al Auxier

DATE: _____

DATE: _____

Approved as to form:

John Bodnar, Winnebago County Corporation Counsel

Atty. Jim Godlewski, Neenah City Attorney

Atty. Pat Captain, Menasha City Attorney

WINNEBAGO COUNTY SHERIFF'S OFFICE COMMUNICATIONS CENTER PROCEDURE

SUBJECT: ICE/COLD WATER RESCUE

ISSUING AGENCY: Fire E911
PROCEDURE NUMBER: PSD #04
AUTHORIZED BY: Advisory Committee (August 25, 1994)
EFFECTIVE DATE: January 1, 1994
REVIEWED DATE:
REVISED DATE: November 1, 2004

PURPOSE:

To ensure the timely and adequate dispatching of appropriate ice/cold water rescue teams for rescues in Winnebago County.

PROCEDURES:

The Winnebago County Sheriff's Office (WCSSO) has the responsibility to provide a safe and adequate response to all reports/request of citizens in need of rescue on the waterways of Winnebago County. Winnebago County Communication Center will gather initial information and dispatch appropriate search and rescue (SAR) resources. A representative of WCSSO will establish a unified command system with the assisting rescue agency when other county resources are deployed.

1. Determine the nature of the ice/cold water rescue.
 - a. Location of the incident
 - b. Number of people involved
 - c. Reporting party information and call back number.
 - d. Gather amplifying information if available: This may be done in conjunction or after dispatching of county ice/cold water rescue resources. (Examples follow)
 - Where did they leave shore?
 - GPS position?
 - How far are they from shore?
 - Length of time in water or ice flow?
 - Color of clothing?
 - Is assistance being rendered
 - Are subjects in/on any vehicle or on foot
 - What were subjects doing?
 - Are any people nearby?
 - Do they have any visual distress signals?
 - Weather on-scene?

2. Dispatch appropriate ice rescue resources. (Based on CAD recommendation and/or county ice rescue map)
 - a. Ice rescue craft from all responding agencies that possesses such craft. (hovercraft/airboat) (All boats, hovercrafts and airboats will have a unit designator of B in CAD, i.e. O15B, Y28B)
 - b. Fire department of jurisdiction for shore support
 - c. Ambulance of jurisdiction for EMS support
 - d. First responder of jurisdiction for EMS support
 - e. Law enforcement officer of jurisdiction.
3. Dispatch/assign WCSO deputy.
4. Notify WCSO shift commander.
5. Provide 15-minute time checks from time incident is dispatched.
6. Maintain incident log in CAD.
7. When requested by the IC, the communication center will contact the requested outside agency resource(s). (Air support, USCG, USCG Auxiliary, dive team, county mobile command post, WDNR, etc) The IC will advise where they would like the resource(s) to respond to, and provide a phone number and/or frequency to be given to the resource(s) responding with which to contact the IC.
8. For incidents where jurisdictional fire and EMS can not be determined, communication center will advise WCSO shift commander in determining needed resources.
9. Operating ice rescue crafts will provide lat/long and/or geographical positions each time they receive a 15-minute time check from the communications center. This information will be recorded in the CAD incident log.
10. The Sheriff or designated representative has the authority to suspend search activities in the event of an unsuccessful rescue or recovery.

REQUESTS FOR ASSISTANCE FROM OUTSIDE OF WINNEBAGO COUNTY

Requests for assistance outside of Winnebago County shall be referred to the WCSO shift commander for assistance in dispatching Winnebago County resources.

RESOURCE LIST

**United States Coast Guard
Air Station Traverse City, MI**

Phone: **Emergency** **231-922-8211**

**United States Coast Guard
Station Two Rivers, WI**

13 East Street
Two Rivers, WI 54241

Phone: **Emergency** **920-793-1304**
Business 920-793-1305
Fax 920-793-4587

**United States Coast Guard
Auxiliary Neenah/Menasha Flotilla, WI**

Phone: **(When operational) 920-725-8027**

Mike Hofensperger (H) 920-731-9174
(C) 920-209-2038 (P) 920-323-8137

Eagle III

Phone: 1-877-332-4533 1-920-469-8977
Or dispatch on point to point to Brown County Dispatch.

WISCONSIN DEPARTMENT OF EMERGENCY MANAGEMENT:

Phone: 1-800-943-0003

For requesting Civil Air Patrol or other state and federal resources.

Wisconsin Department of Natural Resources

Phone: 920-424-3050