

City of Crete/ State of Nebraska Agreement

Installation and Operation of Automated License Plate Reader

On State Highway

This agreement is between the State of Nebraska, Department of Transportation (State) and the City of Crete, Nebraska (City). The Agreement is also being signed by the Crete Police Department (Police Department) to confirm the Police Department's understanding of its Statutory and Contractual obligations under this Agreement. The parties to this Agreement may be collectively referred to as the Parties.

Preliminary Statements

Whereas, the Crete Police Department is the local law enforcement agency of the City, and for purposes of this Agreement, the City and the Police Department will be referred to as "City", and

Whereas, under the Automatic License Plate Reader Privacy Act (the "Act") (Neb. Rev. Stat. 60-3201 through 60-3209), the City is allowed to install, operate, and maintain automatic license plate reader system ("ALPR System") so long as it is operated for the purposes allowed and as provided in the Act.

Whereas, the City is currently planning to install, operate and maintain and ALPR System on or along the State Highway at or near the location specified below in this Agreement, and

Whereas, part of an ALPR System could potentially be installed on part of the State highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State highway located outside of the traveled way will be referred to herein as the "State Highway".

Whereas, The State is willing to allow the City to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation or liability for the State, in accordance with the terms of the Act, and consistent with this Agreement, and

Whereas, the City Council authorizes the Mayor to sign this Agreement, as evidenced by the Resolution of the City Council dated the _____ day of _____, 202____, attached as Attachment A and made part of this Agreement.

NOW THEREFORE, in consideration of these facts and the mutual consideration of the Parties, the Parties agree as follows:

Section 1. Purpose of the Agreement. The purpose of this Agreement is to authorize and provide the conditions for the City to use and occupy the State Highway for the installation, operation and maintenance of an ALPR System.

Section 2. Definition of "City's ALPR System". The City's ALPR System includes, but is not limited to, all ALPR related equipment and materials installed by the City on the highway including, but not limited to, ALPR devices, cameras, transmitters, receivers, antennae, power cables and equipment, communication cables and equipment, attachment or connection devices, and other components, materials or equipment related to the ALPR System Project.

Section 3. Description of the Project. The City proposes to install, operate and maintain the City's ALPR System at the locations listed on Attachment B of this Agreement, not to exceed 3 (three) total proposed locations.

Section 4. Duration of the Agreement. This Agreement will be effective beginning on the date it is signed by both Parties and will end on December 31st of the fifth year after the date when the Agreement was effective. Upon written requests by the City, and upon written approvals by the State, this Agreement may be renewed for up to two (2) additional five (5) year terms.

Section 5. City's Duties. The City agrees to the following terms, conditions and obligations for the City's ALPR System project in exchange for obtaining a limited right to use and occupy the State Highway at no charge:

5.1 Costs, Obligations and Liability. The City will be solely responsible for all costs, obligations and liability arising out of (a) the City's ALPR System, and (b) the City's use and occupation of the State Highway. The City shall notify its insurance carrier, or its official risk management entity, of the City's obligations under this Agreement and the City will ensure it meets its obligations to be fully responsible for its use and occupancy of the State Highway as provided under this agreement.

5.2 ALPR System Location Selection Process. In Attachment B, the City has identified proposed locations for the installation of the City's ALPR System. The City and State will work together in good faith to attempt to identify a location or locations acceptable to the State for the placement of the ALPRs.

5.3 Compliance with the Act. The City will be solely responsible for complying with all applicable terms of the Act and any other State or Federal law related to the City's use or occupancy of the State Highway and operation of the ALPR System.

5.4 Obtain Permit from State. Before taking possession of the State Highway for the installation of the City's ALPR System, the City must apply for and obtain a permit to use or occupy the State Highway from the State's local District Office using the State's standard permitting process.

5.5 ALPR Design, Structural Review, Environmental Review, Purchase, Installation and Traffic Control. The City will be solely responsible for the design and installation of the City's ALPR System. If the City's design includes attachment of any ALPR components to any State personal property or an attachment to the real estate, the City must submit to State the opinion of a licensed structural engineer that the personal property or attachment has sufficient structural strength for installation of such device and shall obtain permission from State to use each such State item of personal property or attachment. The City will be responsible for any environmental review or necessary permitting required for the City's ALPR System Project. The City will be responsible for any traffic control related to the installation, operation, repair, and maintenance of the ALPR System, and such Traffic Control shall conform with the Manual on Uniform Traffic Control Devices and all State's typical requirements for traffic control for projects or operations of this type. The State encourages the City to place ALPR System attachments outside of the clear zone designated for the respective State Highway on which it will be installed. However, placement of ALPR System attachments within the clear zone, while meeting all other requirements of this Section, is not considered negligence by the City.

5.6 Notice to State of Start of Work on the State Highway. The City shall give State's District Engineer two weeks written notice of the date the City or City's representatives will first use or occupy the State Highway as a part of City's project to install City's ALPR System. The City will notify State's District Engineer anytime post-installation work, other than routine inspection or simple repair, will be completed on the State Highway. The City will notify State when the City's installation, repair or maintenance projects are completed.

5.7 Ownership, Inspection, Operations, Maintenance and Data. The City will own the ALPR System and will also be solely responsible for all post installation duties related to the City's ALPR System including but not limited to the inspection, operation, repair, restoration, replacement, maintenance, and control of data.

5.8 Damage to ALPR Property. The City will be responsible for any work to repair or replace damage to the ALPR system caused by highway traffic, pedestrians, or others, including damage caused by vandalism or acts of nature. The City may take collection actions against any wrongdoer who has damaged the City's ALPR System. The City agrees to coordinate its collections efforts with State whenever the City knows that the State Highway real or personal property was also damaged by the same person or during the same incident.

5.9 Protection of State Highway. The City agrees to protect the State Highway real or personal property from damage or destruction arising out or related in any way to the City's use or occupancy of the State Highway under this Agreement. When damage or destruction of highway property occurs related to the ALPR System or the City's use or occupancy of the State Highway, the City shall promptly replace, repair, or restore the State Highway to its pre-existing condition, clean and neat, and safe for public use, in a manner and to a condition acceptable to the State. The State Highway includes all real and personal property and includes fixtures and appurtenances, including, but not limited to, highway pavements, paved or unpaved shoulders, turf or other ground cover, vegetation including trees and bushes, curbs, curb ramps, sidewalks, retaining walls, bricks, pavers, surfacing, bridges, drainage culverts, storm sewers, traffic signs and signals, highway lighting and any other structures and attachments of any kind on the State Highway.

5.10 Duty to Notify the State. The City agrees to notify the State when the City becomes aware of any condition, issue or concern on the State Highway that was caused or developed in any way related to the City's use or occupation of the State Highway under this Agreement.

5.11 Interference with State's Highway Devices. The City will be responsible for assuring that the installation or use of the City's ALPR System will not interfere in a significant way with the signals or operation of any State electronic devices located on or in proximity to the State Highway. The City agrees to work with State in good faith to resolve any electronic interference issues related to the City's ALPR System.

5.12 Removal of the City's ALPR System at end of Agreement. The City will be responsible for the removal of any part of the City's ALPR System from the State Highway within one month after termination or ending of this Agreement, except the State may require faster removal when justified for the safety of highway users or for highway projects. The City will restore the State Highway to a clean, neat, and safe condition, essentially to the same condition as it was prior to the installation of the City's ALPR System.

5.13 State Construction or Maintenance Projects. The City agrees to promptly remove at its own cost any part of the City's ALPR System found to conflict with any future State project to reconstruct, maintain, or repair the segment of highway where the City's ALPR System is located. State will assist the City in relocating any component that must be removed to some other location on the State Highway not in conflict with such project. The City further agrees to cooperate with State and to temporarily remove the City's ALPR System as needed, in good faith, for other State purposes.

5.14 Negligence. Each Party agrees to be responsible for that Party's own negligence or intentional acts, and for the negligence or intentional acts of any employees, contractors, representatives, or any person or entity working with or for that Party's benefit, related to the City's ALPR System or the use or occupancy of the State Highway under this Agreement. Further, this Agreement is not intended to shift from the City to the State any duties or any responsibility, liability or costs arising out of the City's ALPR System or the City's use or occupation of State Highway under this Agreement.

5.15 Liability for Improper Use of ALPR System. The City's ALPR System installation and operation is solely a City project and is not a joint enterprise with State. The City agrees to be solely responsible for any claims or liability related to the alleged improper placement or use of

the ALPR System or the ALPR System data. The City agrees to properly protect all data collected including, but not limited to personally identifiable information. The City agrees to defend the State at the City's sole cost, in the event a claim of any type is brought against the City and/or State related to the installation, operation or maintenance of the ALPR System on the State Highway.

Section 6. State's Limited Responsibility. The City and State agree as follows:

6.1 ALPR System Project. The State will have no duty, liability, or responsibility with respect to the City's ALPR System including but not limited to the design, purchase, installation, operation, repair, or maintenance of the City's ALPR System.

6.2 Proposed Locations. The State will assist the City in good faith to attempt to find a location, or locations, where the City's ALPR System may be installed on the State Highway. The State reserves the right to deny access to the State Highway if, after a good faith attempt to find a location to install the City's ALPR System, a location acceptable to the State cannot be found, in State's sole discretion.

6.3 Cooperation. The State will cooperate in good faith with the City when requested concerning any issues of the City related to the use or occupancy of the State Highway with the City's ALPR Project. The State's cooperation with the City will not be found to create a duty of care on behalf of the State to anyone related to the City's ALPR System or the City's use or occupancy of the State Highway. It is understood that the State's representatives will not have any training, expertise or obligation with respect to the City's ALPR System or related to the City's use or occupancy of the State Highway.

Section 7. Termination. This Agreement will be terminated under the following conditions:

7.1 Change of Law. The Act is changed in a way that will directly or indirectly restrict or prohibit in a significant way the use of the State Highway for the ALPR System as contemplated under this Agreement.

7.2 Removal or Discontinuance of Use. The City removes the ALPR System or discontinues use of the State Highway for the operation of an ALPR System for six-months or longer.

7.3 Failure to Follow the Terms of the Act. Breach of the terms of this act, or failure to follow the terms of the Act, after notice from the State, and a failure by the City to cure the alleged breach within the time allowed in the notice of breach.

7.4 By Order of Court. A court with appropriate jurisdiction finds the installation or operation of the ALPR System is contrary to Nebraska law.

Section 8. Drug Free Workplace. The City shall have an acceptable and current drug-free workplace policy on file with the State.

Section 9. Fair Employment Practices. If the City performs any part of the work on this project itself, the City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126.

Section 10. Disabilities Act. The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P. L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

Section 11. Lawful Presence in USA and Work Eligibility Status Provisions. The City agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its ALPR System project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a

public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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EXECUTED by the City this ____ day of _____, 2025

ATTEST:

CITY OF CRETE

City Clerk

Mayor

I am the Chief of Police in the City of Crete. I understand the terms and conditions of this Agreement and hereby agree to require the Crete Police Department to conform to the Act and to the terms and conditions set out in this Agreement.

Chief of Police

Date

Executed by the State this ____ day of _____, 2025

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

Director

RECOMMENDED:

District Engineer

ATTACHMENT B

Proposed Location: See Attached

State Highway 33

Side of Highway: North

Description of the proposed location along the State Highway where the City requests the City's ALPR System to be installed.

1. Either the Northeast or Northwest corners of the intersection where Highway 33 and Highway 103 intersect.

Description of all ALPR Devices, Equipment and Components expected to be installed on the State Highway:

Equipment will include a camera and solar panel attached to the pole with tensioning straps.