

**Public Safety Committee Meeting**  
**Tuesday, March 17, 2020 4:30 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

2. In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the council chambers.

Items listed on the agenda may be considered in any order.

**3. Roll Call**

4. Attendance of members will be recorded to determine the presence of a quorum for official actions.

**5. Items of Business**

- A. Discuss and provide a recommendation to the City Council on approving Saline County Ag Society's request for a parade on July 18, 2020 and associated street closings.

Event Date: July 18, 2020

Time: 10:00am

Closings Requested: 9th St - Boswell to Main

Main - 9th to 12th

12th - Main to Quince

Quince - 12th to 13th and crossing Hwy 33  
to Tuxedo Park

- B. Discuss and provide a recommendation to the City Council on entering into a long-term agreement with Crete Area Medical Center where the Crete Fire Department will provide supplementary ALS services.

- C. Discuss and provide a recommendation to the City Council on adopting a Continuity of Operations Plan.

- D. Review and provide a recommendation to the City Council on enacting Ordinance 2102: An Ordinance relating to animal regulations that restricts the number of dogs and cats that may reside in a household.

**6. Officers' Reports**

7. Reports may be given by Department Heads, other Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Committee on matters presented under this title except to answer any question posed and to refer the matter for further action.

**8. Adjournment**

9. The City Council Committee will review the above matters and take such actions as they deem appropriate. The Committee may enter into closed session to discuss any matter on this agenda when it is determined by the Committee that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. Any

closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT
Crete City Code §

Date of Event 7/18/2020

Start Time of Event 10am

Finish Time of Event

Location of Event Downtown Crete

Empty lines for additional location information

[X] This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed

9th Street Boswell to Main St. then Main from 9th-12th then 12th from main to Quince from 12th-13th

Special Equipment 12/13 to Tuxedo

Organization Saline Co. Ag Society

Responsible Party Janina Bakker

Address 1315 Iris Ave

Phone 402-826-9741

Signature of Responsible Party (Handwritten signature)

DO NOT WRITE IN THIS SPACE
Application #
Public Works Review
Emergency Services Review
Council Meeting Date
Approved
Denied
Bond Required
Bond Amount
Insurance Certificate Required
Bond/Cert Received
Conditions listed on back

**CITY OF CRETE, NEBRASKA  
TIERED EMERGENCY MEDICAL RESPONSE SERVICES  
AGREEMENT NO. 20-20-002**

This agreement is entered into between the City of Crete, Nebraska, a Nebraska municipal corporation, ("City") and Crete Area Medical Center, a Nebraska nonprofit corporation, ("CAMC") upon the date of signature by both parties.

**RECITALS:**

**A.** The City operates a volunteer fire and rescue department that is currently licensed under Nebraska law to provide basic life support ("BLS") emergency medical services and patient transfers and supplemental advanced life support ("ALS") emergency medical services.

**B.** CAMC is a critical access hospital that operates a paramedical service program licensed under Nebraska law to provide ALS emergency medical services and employs qualified paramedics to staff its ALS certified transfer ambulance services.

**C.** In the Crete area, the City is the primary provider of BLS emergency medical services and transfers, and CAMC is the primary provider of ALS emergency medical services and transfers. Occasionally, there is a need for the parties to jointly provide pre-hospital emergency medical services to patients or to supplement each other's primary services.

**D.** The City and CAMC have discussed and agreed upon tiered emergency medical response services to be performed by both parties, and this agreement is intended to memorialize the entire agreement between the City and CAMC for such joint emergency medical response services.

**AGREEMENT:**

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

**PART I: GENERAL TERMS AND CONDITIONS.**

**§1.01 Services, Personnel, and Equipment Provided by CAMC.**

CAMC shall provide tiered response services and shall be the primary provider of ALS-certified emergency medical response and transfer services to the City as follows:

- (1) Initial Response: The City will initially respond to emergency calls with available staff and resources to provide treatment and stabilization to patients and to evaluate the level of emergency medical services that may be required. If necessary, the City will also initiate transportation of patients to an appropriate medical facility.

(2) CAMC Response: CAMC will monitor Southeast Communications, county paging frequencies, and other dispatch providers and will determine if ALS emergency medical response services are needed. If it believes ALS services are needed, CAMC will dispatch adequate personnel and equipment, if available, to provide ALS services at the emergency or transfer call location, a rendezvous point designated by the City, or some point along the transportation route of the patient. For purposes of this agreement, ALS services includes those services which may be billed to Medicare at the ALS-1 or ALS-2 levels. If necessary, CAMC will transfer paramedics or ALS equipment to a City ambulance at the point of interception. The City agrees to allow CAMC personnel and equipment on its ambulances to provide any necessary medical services.

CAMC shall maintain at least one (1) paramedic on call twenty-four (24) hours per day, each day of the week to attend patients when an ALS emergency medical response service or transfer is needed. Every paramedic maintained by CAMC shall be considered an employee of CAMC and not of the City.

CAMC shall provide its own equipment, medications, and supplies necessary to provide ALS emergency medical services and transfers for CAMC MRT.

### **§1.02 Services, Personnel, and Equipment Provided by the City.**

The City shall provide BLS emergency medical response services and transfers and shall be the primary provider of such services in the Crete area. The City shall also provide backup ALS emergency medical services and transfers to CAMC that shall, at all times, be subordinate to the services provided by CAMC. The City must provide and maintain its BLS emergency medical response services and transfers in order to maintain its backup ALS service role with CAMC.

The City shall furnish emergency vehicles, fuel, emergency medical technicians (“EMTs”), ambulance drivers, and all necessary equipment and supplies to enable CAMC paramedics to satisfactorily perform their responsibilities under this agreement. All personnel provided by the City shall be volunteers or employees of the City and not of CAMC.

The City agrees to provide its own personnel, equipment, and supplies (including vehicles, fuel, and drivers) necessary for the performance of its backup ALS emergency medical services and transfers. If CAMC is unable to respond to an ALS service request, the City shall be solely responsible for transporting patients from the emergency call location or rendezvous point to an appropriate medical facility. The City agrees to maintain and replace vehicles and all other equipment and supplies used to provide its backup ALS emergency medical services and transfers.

### **§1.03 Payment for Services Provided; Invoices; Method of Payment.**

In exchange for providing tiered response and primary ALS-certified services, the City agrees to pay CAMC the service fees described in Part III on a monthly basis.

Each monthly payment to CAMC will be made after the City receives a billing invoice with detailed, itemized descriptions of the services provided during the applicable period. The submitted billing invoices will be reviewed by the City for completeness and to determine that the services provided therein were accomplished and were within the scope of the agreed duties to be performed by CAMC. Payment will be promptly made by the City within thirty (30) days following the City's receipt of a regularly submitted billing invoice which complies with the provisions of this agreement.

Payments to CAMC from the City will be made by check, ACH deposit, or other appropriate payment mechanism as determined by the City and will be based upon the invoice requests submitted. All payments will be made in accordance with Nebraska's Prompt Payment Act.

#### **§1.04 Contract Term.**

The term of this contract will be three (3) years from January 1, 2020 (“Contract Term”). Services performed by CAMC within the Contract Term will be eligible for payment under this agreement. The effective date of the contract (determined by the date when both parties have signed) does not alter or limit the specified term of the contract, but rather, the effective date simply signifies the date when the parties have formally reached written agreement.

#### **§1.05 Incorporation of RECITALS.**

All paragraphs of the RECITALS above are hereby incorporated as agreed provisions of this contract.

### **PART II: SPECIAL CONDITIONS.**

#### **§2.01 CAMC Availability.**

CAMC may not be able to respond to all dispatch calls for ALS emergency medical and transfer services. In the event that CAMC is unable to provide ALS emergency medical or transfer service coverage, the City may utilize its own paramedics to provide backup coverage and shall request ALS emergency medical or transfer assistance from another emergency medical services provider if needed. If, after responding to a dispatch call for emergency medical services, the City believes that ALS services are not required, it shall notify CAMC as soon as possible; however, under no circumstances may the City utilize its own paramedics in place of CAMC paramedics unless expressly notified by CAMC that CAMC paramedics are unavailable.

#### **§2.02 Licensure and Certification; Professional Standards.**

The City and CAMC shall maintain current licensure and certification as providers of ALS emergency medical services and emergency transport services throughout the Contract Term. Both parties shall ensure that all individuals providing services on their behalf are properly licensed or certified to provide such services. Each party shall perform the emergency medical services described in this agreement in accordance with prevailing practices and professional standards applicable to the same.

### **§2.03 Personnel Regulations and Guidelines.**

All personnel provided by each party shall be employees or volunteers of such party and will be under the sole direction and control of such party. Each party shall be solely responsible for the payment of any compensation, benefits, employment-related taxes, and insurance coverage for any individuals providing services on such party's behalf. All matters concerning job duties, discipline, training, sick or vacation leave, and similar employment matters concerning a party's employees or volunteers are within such party's exclusive control.

All personnel shall comply with the regulations set forth in Title 172, Chapter 12 of the Nebraska Administrative Code (Licensure of Emergency Medical Services, effective December 15, 2012). These regulations require at least two personnel on all emergency medical service incidents, and at least one must be an EMT, Advanced EMT, EMT-Intermediate, or Paramedic. In the event one or more of the individuals responding to an emergency run does not meet these requirements, an emergency medical responder with appropriate training, physician medical director approval, and that meets the requirements listed in 172 NAC 12-004.10 item 2 may staff the ambulance along with a person to drive the ambulance. This alternate staffing is intended for emergency runs only and does not apply to the transportation of a patient from one health care facility to another one. CAMC personnel may fulfill the requirement of the licensed out-of-hospital provider in a City ambulance when needed.

CAMC personnel operate under their respective guidelines as set forth by the medical director and operate independently from City personnel even when providing service in a City ambulance. City personnel operate under their respective guidelines as set forth by their supervisors and operate independently from CAMC.

### **§2.04 Billing Responsibility and Compliance; Repayment.**

The City is solely responsible for billing patients or governmental or third-party payers for all emergency medical services provided to patients where the City is the initial responder. CAMC agrees that it will not bill a patient or any governmental or third-party payer for any emergency medical services provided hereunder to such patients.

In no event will more than one claim be submitted for emergency medical services provided to a single patient on a single occasion where both the City and CAMC render services to the patient in accordance with this agreement.

Each party is responsible for monitoring and ensuring its own compliance with applicable laws and regulations pertaining to billing and reimbursement for its services. Notwithstanding the foregoing, each party shall promptly notify the other if it becomes aware of a violation of any law or regulation involving billing for services.

In the event the City is obligated to repay any amounts to Medicare or any other payer pursuant to a post-payment audit or similar process, CAMC is not obligated to repay the City any amounts received on those claims for which payment was repaid.

## **§2.05 Ambulance and Medical Records.**

All records of the City related to patient transfers belong to the City, and the City has the sole responsibility for ensuring that all records are complete and accurate as required by law and for Medicare or other third-party reimbursement. The parties agree to timely complete and maintain records as necessary to bill for all services provided hereunder and to effectuate the compensation of service fees.

Each party hereby agrees: (i) to permit access by the other to its books and records as they relate to billing and reimbursement for all services provided hereunder; (ii) to share all patient care and billing information necessary to submit Medicare insurance and other claims, including patient care reports and billing slips; (iii) to use its best efforts to obtain information not in its possession or control which may be material to the other party's billing determinations; (iv) to notify the other party within thirty (30) days of receipt of any request for information or documents related to services provided from a patient, the Centers for Medicare & Medicaid Services ("CMS") or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the parties' billing and patient care practices; and (v) to provide the other party with fully completed patient care reports upon request of the other party or its billing company for billing purposes.

## **§2.06 Patient Privacy and HIPAA.**

The parties recognize that each is a "covered entity" within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA") and is therefore responsible for compliance with HIPAA security and privacy standards, as amended from time to time. The City and CAMC agree to protect all individually identifiable protected health information ("PHI") from misuse or disclosure in compliance with federal and state law. Without limitation of the foregoing, the parties agree to use PHI only for permitted treatment and payment and to protect PHI from unnecessary disclosure to their own employees and contractors and to persons not employed by or contracted by the parties. In the event any PHI created, maintained, or transmitted in connection with this agreement is to be electronically transmitted, the parties agree that they shall comply in all respects with the HIPAA requirements governing electronic transmission of PHI (42 C.F.R. § 160, *et seq.*). A failure by either party to abide by these requirements will constitute a material breach.

## **§2.07 Referrals.**

There is no agreement, express or implied, between the City and CAMC governing the referral of patients or business by virtue of this agreement or any other arrangement or understanding between the parties. Each party is expressly authorized, encouraged, and required to make all judgements regarding referral solely on the basis of a patient's demonstrated clinical needs and the abilities and qualifications of facilities and practitioners.

**PART III: SERVICES & PAYMENT SCHEDULE.**

<b>SERVICES &amp; PAYMENT SCHEDULE</b>	
<b>SOURCE OF FUNDING→ Rescue/Transfer Account 31-21-5342</b>	
<b>Services</b>	<b>Payment Amount</b>
CAMC provides ALS services and the City transports	\$300/patient
CAMC provides ALS services without transportation	\$150/patient
CAMC provided paramedic services	\$24.00/hour

The parties understand and agree that neither party shall bill or charge for any ALS services in the event that CAMC determines that ALS services are not required.

**PART IV: BREACHES AND TERMINATION.**

**§4.01 Early Termination; Termination by Mutual Agreement.**

Either party, in their sole discretion, may terminate this contract for any reason upon thirty (30) days written notice to the other party.

This contract may be terminated, in whole or in part, prior to the completion of the contract term if and when both parties agree that continuation is not feasible or would not produce beneficial results to a party. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the contract.

**§4.02 Termination Due to Unforeseen Circumstances.**

The contract may terminate, in full or in part, in the event the City suffers a loss of the funding source which permits it to fund this contract. If it suffers such a loss of funding, the City will give CAMC written notice that will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the required changes.

Either party may immediately terminate this contract at any time it reasonably determines, based upon threatened legal action or the advice of legal counsel, that either party is in violation of any law or regulation or that continuation of the contract creates a substantial risk of violation of any law or regulation and the parties are unwilling or cannot promptly remedy the violation or risk of violation without substantially changing the material rights and obligations in this agreement. The parties agree to negotiate in good faith to reform or modify this agreement to avoid termination unless it is necessary to prevent imminent adverse legal consequences.

#### **§4.03 Suspension or Termination for Material Breach.**

In the event of a material breach of the terms of this contract, the non-breaching party may suspend the contract pending corrective action by the breaching party or terminate the contract, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a material breach must notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least fifteen (15) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the contract for the same or different breach which may occur at a different time. Any attempt to cure a breach must be performed to the reasonable satisfaction of the non-breaching party.

#### **§4.04 Force Majeure.**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party (“Force Majeure Event”). A Force Majeure Event shall not constitute a violation or breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Relief from the performance of all or part of this agreement may be granted if a party is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with the requesting party. To obtain release based on a Force Majeure Event, the requesting party must file a written request for such relief with the other party.

Labor disputes with a party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this agreement.

#### **§4.05 Non-Waiver/Waiver in Writing.**

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default will not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement can be waived unless approved in writing.

### **PART V: SUPPLEMENTAL TERMS AND CONDITIONS.**

#### **§5.01 Designation of Officials to Execute Agreement and Amendments.**

The Mayor of the City or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City.

The President/CEO of CAMC or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of CAMC.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

#### **§5.02 Assignment or Transfer; Binding Effect.**

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

#### **§5.03 Independent Contractors.**

The parties agree they are, and will conduct themselves as, independent contractors in performing the services required of them under this contract. Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, and neither party nor anyone employed by them to fulfill the terms of this contract will be considered employees of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against a party, its officers, or its agents will in no way be the responsibility of the other party.

#### **§5.04 Applicability to Subcontractors.**

If some of the services provided by either party are carried out by subcontractors, the parties to this agreement will remain solely responsible for fulfilling the terms of this contract and will be the sole point of contact regarding all contractual matters. All provisions of this contract will be made binding on any such subcontractors.

#### **§5.05 Confidentiality of Information Received.**

Each party is an independent contractor under this agreement, and, as such, each party owes a normal professional and fiduciary duty of loyalty to the other party with respect to matters under this agreement. Consequently, any information of which a party or its employees become aware, either directly or indirectly, which touches and concerns substantial matters (meaning matters of importance, not trivial matters) to the other party, must be treated as confidential. Such confidential information will not be disclosed to any third party without the express, written permission of the other party, nor will such confidential information be used by the party or its employees, agents, or subcontractors for corporate or personal benefit. This prohibition on disclosure and use will be in effect during the term of this contract and will survive the termination date for a period of two (2) years thereafter.

#### **§5.06 Permits and Licenses; Insurance; Notice of Coverage.**

The parties shall procure and pay for all permits, licenses, and approvals necessary for the performance of their obligations under this contract.

Each party will procure at its own expense and keep in force throughout the Contract Term general and vehicle liability insurance in commercially reasonable amounts covering its ambulances and equipment and professional liability insurance covering its employed and contracted staff in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate per policy year. All insurance policies must be issued by reputable insurance companies authorized to do business in Nebraska, by participation in a risk management pool pursuant to the Nebraska Intergovernmental Risk Management Act, or by participation under the Nebraska Hospital-Medical Liability Act.

Each party agrees to provide the other with not less than ten (10) days' prior written notice of any reduction or cancellation in such insurance coverage or participation, and to provide the other party with proof of such insurance coverage or participation upon the other's reasonable request.

#### **§5.07 Compliance with Law.**

The parties agree to comply with all federal, state, and local laws, regulations, and policies applicable to this contract including, but not limited to, all licensure, accreditation, and other certification standards, laws and regulations relating to Social Security and Medicare, and laws and regulations governing the privacy and security of patient health information.

#### **§5.08 Debarment, Suspension, or Ineligibility.**

Each party hereby represents and warrants that neither it nor any personnel providing services on its behalf under this agreement are currently or at any time have been (i) debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participation in any federal procurement or non-procurement program, including Medicare and Medicaid, or (ii) convicted of a felony or any criminal offense related to health care. Each party agrees to immediately notify the other in writing of any such threatened, proposed, or actual debarment, suspension, ineligibility, or criminal conviction.

#### **§5.09 Non-Liability/Hold Harmless.**

Each party shall protect, indemnify, and hold harmless the other party and their officers, employees, and agents from any and all liabilities, claims, or demands made by any person for property damage, injury to or death of persons, or a violation of federal or state regulations or regulatory agency requirements caused by the negligent or willful acts or omissions of the other party or its officers, employees, agents, or subcontractors. Neither party shall have the right to indemnification or contribution from the other party for any other judgments rendered against it.

#### **§5.10 Governing Law; Attorney Fees.**

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

In the event of any litigation, appeal, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law and so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

**§5.11 Notice.**

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail with return receipt requested, to the parties at their respective addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

**§5.12 Recordkeeping; Access to Records.**

All records pertinent to the work undertaken as part of this contract must be retained by CAMC until completion of the contract and for a following period of at least five (5) years.

The City, its agents, and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of CAMC's records pertaining to this contract.

**§5.13 Entire Agreement; Severability; Counterparts.**

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

**ACCEPTANCE PROVISIONS.**

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<b>CITY OF CRETE, NEBRASKA</b>	<b>CRETE AREA MEDICAL CENTER</b>
By: _____ (Authorized Official)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

DRAFT

**RESOLUTION NO. 2020-09**

**A RESOLUTION OF THE CITY OF CRETE, NEBRASKA ESTABLISHING A LONG-TERM SUPPLEMENTARY ADVANCED LIFE SUPPORT SERVICE.**

WHEREAS, the City of Crete is the owner and operator of the Crete Fire and Rescue Department, which has members that are trained emergency medical technicians and paramedics; and,

WHEREAS, the City of Crete seeks to support and supplement the Advanced Life Support services provided by Crete Area Medical Center to the community and fire and rescue district; and,

WHEREAS, the City of Crete finds it is in the public’s best interests for the Crete Fire and Rescue Department to provide supplementary Advanced Life Support services to Crete Area Medical Center subject to the terms and conditions set forth by agreement between the City of Crete and Crete Area Medical Center.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:**

**Section 1.** That the Crete Fire and Rescue Department shall establish an Advanced Life Support service to support and supplement the services provided by Crete Area Medical Center.

**Section 2.** That the arrangement between the City of Crete and Crete Area Medical Center for the Crete Fire and Rescue Department to provide supplementary Advanced Life Support services shall be governed by a duly executed agreement.

**Section 3.** That the Crete Fire and Rescue Department shall provide a comprehensive annual report to the City Council for an annual review of the Advanced Life Support services provided by the Department.

**Section 4.** That the Crete Fire and Rescue Department shall discontinue Advanced Life Support services at any time the City Council so desires or if staffing levels, as determined by the City Administrator and Fire Chief, reach a point that maintaining such services will be ineffective.

PASSED AND ADOPTED this 17th day of March 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 2020-08

### A RESOLUTION OF THE CITY OF CRETE, NEBRASKA ADOPTING THE CONTINUITY OF OPERATIONS PLAN FOR CORONAVIRUS DISEASE 2019.

WHEREAS, the Coronavirus Disease 2019 (COVID-19) continues to spread person-to-person throughout the world, including the United States; and,

WHEREAS, on March 11, 2020, the World Health Organization declared the outbreak of COVID-19 to be a pandemic; and,

WHEREAS, the City of Crete needs to take a preventative, proactive approach to handling the potential dangers and impacts COVID-19 may have in order to retain the capability to function as a government; and,

WHEREAS, the Continuity of Operations Plan for Coronavirus Disease 2019 will provide the City's employees guidance on the various preventative and response actions the City's administration may take to protect the health, safety, and general welfare of the community while maintaining City operations and services.

### NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

**Section 1.** That the Continuity of Operations Plan for Coronavirus Disease 2019 be hereby approved and adopted as an employee guidance policy until the risks to the community caused by the coronavirus disease have subsided.

**Section 2.** That the Mayor and City Administrator are granted the authority specified in the provisions of the Continuity of Operations Plan for Coronavirus Disease 2019 in order to protect the health, safety, and general welfare of the community while effectively maintaining City operations and services.

PASSED AND ADOPTED this 17th day of March 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## ORDINANCE NO. 2102

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ANIMAL REGULATIONS; TO ENACT A NEW SECTION TO CHAPTER 6, ARTICLE 1 THAT RESTRICTS THE NUMBER OF ANIMALS THAT MAY RESIDE IN A HOUSEHOLD; AND TO REORGANIZE SECTIONS.**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:**

**Section 1.** That the existing Chapter 6, Article 1, Section 6-120 of the Crete City Code shall be renumbered and recodified as Chapter 6, Article 1, Section 6-121 of the Crete City Code.

**Section 2.** That the existing Chapter 6, Article 1, Section 6-121 of the Crete City Code shall be renumbered and recodified as Chapter 6, Article 1, Section 6-122 of the Crete City Code.

**Section 3.** That the existing Chapter 6, Article 1, Section 6-122 of the Crete City Code shall be renumbered and recodified as Chapter 6, Article 1, Section 6-123 of the Crete City Code.

**Section 4.** That a new Chapter 6, Article 1, Section 6-120 of the Crete City Code shall hereby be enacted to read as follows:

### **§6-120 ANIMALS; RESTRICTIONS ON MULTI-PET HOUSEHOLDS.**

- (1) It shall be unlawful for any person to have or maintain property within the corporate limits of the City of Crete where more than three domestic dogs over four months of age are owned, kept, or harbored.
- (2) It shall be unlawful for any person to have or maintain property within the corporate limits of the City of Crete where more than five domestic cats over four months of age are owned, kept, or harbored.
- (3) This section shall not apply to any commercial pet store, Humane Society, or reputable, non-profit animal shelter or rescue that has obtained a permit from the Animal Control Authority or to any animal hospital operated by a veterinarian duly licensed under the laws of the State of Nebraska.
- (4) Any person who violates this section shall be guilty of a Class IV misdemeanor.
  - (a) In addition to the usual judgment of conviction, the county judge may declare such violation a public nuisance, order the person to abate said nuisance forthwith, and, in the event the person shall fail to do so, order the Animal Control Authority to remove, impound, and dispose of the animals so owned, kept, or harbored in violation of this section. The cost of such removal, impoundment, and disposal shall be borne by the convicted person.
  - (b) Each day that a violation of this section continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative and in addition to any other penalty or forfeiture provided by law.

**Section 5.** That the above sections shall be codified as part of the Crete City Code as stated herein.

**Section 6.** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 7.** That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED this 17th day of March 2020.

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Mayor

ATTEST:

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City Clerk