

Public Safety Committee Meeting
Tuesday, October 6, 2020 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- 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.

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
 - A. Discuss and provide a recommendation to the City Council on entering into the Saline County Rural Fire Protection Contract.
 - B. Discuss and provide a recommendation to the City Council on entering into the Nebraska State Patrol Software Sharing Agreement.
 - C. Discuss and provide a recommendation to the City Council on entering into the Bridge Behavioral Health Contract to provide emergency detoxification services to the Police Department.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such 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 immediately prior to the closed session the Mayor 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.
- The complete agenda with attachments is available at www.crete.ne.gov.

FIRE PROTECTION CONTRACT

1. **PARTIES:** The Saline County Rural Fire Protection District, a legally organized rural fire protection district in Saline County, Nebraska, hereinafter designated as the District and the City of Crete of Crete, a Municipal Corporation, by and with its Municipal Volunteer Fire Department hereinafter designated as the Municipality.

2. **PURPOSE:** The District is organized for the purpose of providing protection for the rural area within its boundaries supported by a general property tax levy on properties within said District, and has adopted the policy of contracting with the City of Crete, a Municipal Corporation, within said county to furnish said fire protection with its own firefighters and equipment for a consideration, in order to make more effective the use of the fighting equipment, and to avoid expensive duplication of apparatus and facilities. This arrangement is made as a substitute for the actual ownership and operation of fire fighting equipment by the District. This agreement is not a third party beneficiary contract, and no taxpayer within said District shall be construed to be a beneficiary thereof or have any rights, claims or demands in the premises, whatsoever; and that all acts of the parties in pursuance hereof shall constitute a governmental function and not a proprietary function.

3. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship of the parties to this contract is that of independent contractors and it shall not be otherwise construed either in law or equity.

4. **TERMS:** This contract covers the period from the 1st day of July, 2020, to the 30th day of June, 2021, inclusive.

5. **CONSIDERATION:** Subject to the tax collections, the District agrees to pay to the City of Crete the sum of \$29,000.00 payable as follows:
50% thereof on or before the 1st day of January, 2021,
50% thereof on or before the 30th day of June, 2021,
provided however, that in the event of a deficiency in the funds of said District occasioned by the non-payment of taxes the payment of the above consideration may be postponed until adequate tax collections have been made.

6. **USE OF CONSIDERATION:** As a part of the covenants hereof, it is understood and agreed that the above consideration paid to the said Municipality may be expended only for fire protection purposes, including the purchase and maintenance of equipment.

7. **RECEIVING AGENCY:** The City of Crete hereby designates the City Treasurer of the City of Crete as the official to whom the consideration above mentioned shall be paid and as the person who shall officially receipt for the same.

8. SCOPE OF OPERATION: The scope of operation contemplated by the parties hereto are as follows:

- A. The City of Crete agrees to keep and maintain in use fire fighting equipment and apparatus suitable for rural fire protection in conformity with the suggestions and recommendations of the State Fire Marshal of the State of Nebraska and the Nebraska Inspection Bureau Minimum Specifications.
- B. That the Municipality agrees to answer all emergency fire calls in the rural area embraced within said Fire District and to have a representative at the Annual District Meeting to report on the number of fire calls answered and general information concerning fire protection and equipment.
- C. The City of Crete shall not be obligated to answer fire calls in the event that its firefighters or equipment are not available for reasons beyond the control of said Municipality.
- D. In answering rural fire calls the City of Crete agrees only to make a reasonable human effort, and while its firefighters and equipment will be put to their best efforts, it shall not be held accountable or responsible for loss or destruction of property or for errors of judgment, mistakes, accidents or negligence, either gross or slight, of any of its members; and said Municipality shall be the sole judge of its manner of answering calls and the use of its equipment and its fire fighting activities.

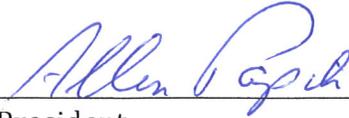
9. INSURANCE: The City of Crete covenants and agrees to maintain in force Workmen's Compensation Insurance on all persons registered and certified with said Municipality as Volunteer Firefighters engaged in answering rural fire calls, and adequate general Liability Insurance on all motor vehicles used by it to answer rural fire calls.

10. CANCELLATION: In the event of willful failure or refusal of said Municipality to answer fire calls as herein provided, the District may cancel this contract by giving written notice thereof to the receiving agents named in paragraph 7 hereof.

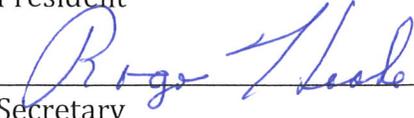
11. AUTHORITY: The City of Crete covenants that this contract has been formally approved by the governing body of said City and authority for its execution passed and approved and that this contract has been formally approved by the official Fire Department of said Municipality and authority for its execution duly passed and approved.

Dated this _____ day of _____, 2020.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT



President



Secretary

CITY OF CRETE

By: _____
Mayor

By: _____
City Clerk

By: _____
Chief

NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Crete Police Department.

In this Agreement, the party who is contracting to receive services is the Crete Police Department and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.

2. PAYMENT. The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.

3. USE OF LICENSED SOFTWARE. The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.

4. SERVICES PROVIDED. The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.

5. TERM/TERMINATION OR EXTENSION. This agreement supersedes previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a one-year term. This agreement shall automatically renew for additional terms of one year each. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the two parties. Any revision becomes effective on the date of the last signature to the revision.

6. RELATIONSHIP OF PARTIES. Each party is responsible for the acts or omissions of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.

7. THIRD PARTY RIGHTS. This Agreement is not intended to confer or create any right or benefit for a third party.

8. DISCLAIMER OF WARRANTIES. The software provided is “as is” and “with all faults” without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

9. CONFIDENTIALITY. Nebraska State Patrol represents, and Agency agrees, that the software provided contains trade secrets of the vendor, which the Agency is under an obligation to protect, including without limitation algorithms, methods and structure and design elements. Such trade secrets are entrusted to the Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or “unlock” the licensed software provided by Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division, prior to the release of any information under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division.

10. MODIFICATION OF LICENSED SOFTWARE. The Agency shall not modify, cause, or permit any other person to modify the licensed software.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. LIMITATION ON LIABILITY. In no event shall Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if Nebraska State Patrol is aware or has been advised of the possibility of such damages.

13. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

17. DRUG FREE WORKPLACE POLICY. The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

18. CONTRACT COMPLIANCE PROGRAM. The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

19. WORK ELIGIBILITY STATUS. The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. CAPACITY. The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature
Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

**EXHIBIT A
MACH AGREEMENT**

Whereas the parties have an agreement to share software services, and whereas the Crete Police Department desires to have access to the MACH software, pursuant to prior agreement executed on the _____ day of _____, _____, the parties agree to the following terms and conditions:

FEES

The fee for MACH is \$24 yearly per device and is pro-rated at the time of the execution of this agreement. Devices added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of devices will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature
Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

APPLICABLE

AT PRESENT, THIS WOULD BE THE ONLY MEANS AVAILABLE TO COMMUNICATE DIRECTLY TO NSP TROOPERS IN THE CITY.

5 PATROL CARS
1 DESKTOP

6 UNITS x \$24/ANNUAL
\$144.00/ANNUAL

EXHIBIT B of the NSP Software Agreement

TraCS AGREEMENT

Whereas the parties have an agreement to share software services, and whereas <Enter Agency Name> desires to have the Nebraska State Patrol provide service of TraCS software, pursuant to prior agreement executed on the ____ day of _____, _____, the parties agree to the following terms and conditions:

The parties agree that the Nebraska Crime Commission holds the TraCS Software license; <Enter Agency Name> will sign a Sublicense Agreement with the Nebraska Crime Commission. <Enter Agency Name> agrees to provide the Nebraska State Patrol with a copy of the signed Sublicense Agreement prior to final testing.

SERVICES PROVIDED:

The parties agree that the Nebraska State Patrol will provide the infrastructure for the TraCS software. The infrastructure includes databases, servers, and a redundancy system. The Nebraska State Patrol will also provide an initial training program, set-up, test installs, support, etc., as outlined in the Software Agreement.

FEES:

The fee is \$37.50 yearly per user and is pro-rated at the time of the execution of this agreement. Users added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of users will be determined by the Nebraska State Patrol and billed annually. Payments shall comply with Section 2 of the Software agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
<Enter Agency Name>

By: _____ Date: _____
<Enter Name of Official>

Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____
Kevin M. Ryan, Captain
Administrative Services

Date: _____

NOT APPLICABLE
THIS IS ONLY FOR
E-CITATION USE
WITH NSP.
WE WILL BE USING
E-CITATION UNDER
SE COMMUNICATIONS
RECORDS MANAGEMENT

EXHIBIT C
MACH Bot –National Crime Information Center (NCIC)

Whereas the parties have an agreement to share software service, and whereas Click or tap here to enter text desires to have access to the MACH Bot (NCIC) via MACH software, pursuant to prior agreement on the Click or tap here to enter text , the parties agree to the following terms and conditions:

The parties agree that Click or tap here to enter text will maintain all current and future requirements outlined in the Nebraska Criminal Justice Information User Agreement, as applicable, to include but not limited to, auditing, certification, and terminal access.

SERVICES PROVIDED:

The MACH Bot provides the service o the ability to connect to the Law Enforcement Message switch. The Nebraska State Patrol will provide the ORI and mnemonics required for each device.

FEES:

The fees for the CLEIN accounts are outlined and billed, separate and distinct from MACH, in the Nebraska Criminal Justice Information User Agreement or the Nebraska Criminal Justice Information Non-Terminal Agency User Agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:

Click or tap here to enter text

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

NOT APPLICABLE

EXHIBIT D of the NSP Software Agreement
TraCS AGREEMENT for the Use of Crash Form Only

Whereas the parties have an agreement to share software services, and whereas Crete Police Department desires to have the Nebraska State Patrol provide service of TraCS software, pursuant to prior agreement executed on the ____ day of _____, the parties agree to the following terms and conditions:

The parties agree that the Nebraska Crime Commission holds the TraCS Software license; Crete Police Department will sign a Sublicense Agreement with the Nebraska Crime Commission. Crete Police Department agrees to provide the Nebraska State Patrol with a copy of the signed Sublicense Agreement prior to final testing.

SERVICES PROVIDED:

The parties agree that the Nebraska State Patrol will provide the infrastructure for the TraCS software. The infrastructure includes databases, servers, and a redundancy system. The Nebraska State Patrol and Nebraska Department of Transportation will together provide the form, form maintenance, an initial training program, set-up, test installs, support, etc., as outlined in the Software Agreement.

____ (please initial before signing) I certify that the above named agency has already signed a sublicense agreement with the Nebraska Commission on Law Enforcement and Criminal Justice, permitting the named agency to have and use Traffic and Criminal Software (TraCS).

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature

Print Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____
Kevin M. Ryan, Captain
Administrative Services

Da

APPLICABLE
A FREE SERVICE
REQUIRED FOR
"CRASH" (TRAFFIC ACCIDENT)
REPORTING

**Contract Between AGENCY
and The Bridge Behavioral Health**

THIS CONTRACT is entered into by and between The Bridge Behavioral Health, a Lincoln, Nebraska based non-profit corporation, (hereinafter referred to as “The Bridge”) and the AGENCY (hereinafter referred to as “AGENCY”).

WHEREAS, the AGENCY seeks to engage The Bridge in accordance with the terms and conditions set forth herein, to provide emergency detoxification services while client has been placed in civil protective custody pursuant to Nebraska Revised Statute 53-1,121.

WHEREAS, The Bridge possesses certain skills, experience, facilities, and competency to perform such services, and is the sole provider for such services in Region V serving Southeast Nebraska.

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations of the parties hereto, the parties do agree as follows:

Scope of Services

The Bridge agrees to:

1. To undertake, perform, and complete in a satisfactory and professional manner, care related to keeping the safe custody of clients with alcohol and drug problems, whose needs do not exceed the capabilities of The Bridge. Furthermore, such services will be performed in conformance with Nebraska state statutes and the rules and regulations of the State Department of Health and Human Services, including but not limited to Neb. Rev. Stat. § 53-1,121, as such statutes and rules and regulations may be amended.
2. To assist in the release of any person from civil protective custody, who meets The Bridge’s criteria for release, to a responsible person. A responsible person is defined as a person who: is 19 years of age or older, not under the influence of any mood altering chemical including alcohol, is a licensed driver or someone who is capable of and does make transportation arrangements, and who accepts responsibility for the person being released from custody by signing The Bridge’s release form.
3. The Bridge shall notify the AGENCY when emergency detoxification services are nearing completion so that the AGENCY can arrange transfer to the client’s county of residence, or other appropriate location. The Bridge is required to begin assessing for discharge when the BAC is .08.

The AGENCY agrees to

1. Complete the necessary admission paperwork and assist Bridge staff with securing client in room before departing the unit.
2. Protect the client’s privacy as protected by 42 CFR Part 2, including not taking pictures (unless needed for official police business) or discussing clients on social media.

3. Transport client home (or other appropriate location) or provide Bridge staff with specific discharge plan that allows for client's return to county of residence.

Term of the Contract

The term of this Contract shall be for the period of October 1, 2020, through June 30, 2021.

Compensation

The AGENCY agrees to pay The Bridge \$214.00 per admission for the period of October 2, 2020 to June 30, 2021.

On or before the 30th day following the close of each calendar quarter, The Bridge shall submit an invoice to AGENCY. The AGENCY agrees to pay invoice upon receipt.

Confidentiality

All services, including reports, opinions, and information to be furnished under this Contract shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the AGENCY. The parties concur that The Bridge must adhere to the privacy requirements of 42 CFR Part 2, which may prohibit specific client information from being provided to particular entities absent permission from the client or state or federal law exception.

Termination of Contract

The AGENCY may, at its discretion, terminate this Contract upon providing written notice to The Bridge for the following reasons:

1. Failure to perform the required services in a satisfactory and timely manner.
2. Breach of any of the terms or conditions of this Contract.

In the event of a failure to perform or breach of this Contract, the AGENCY will notify The Bridge in writing thirty (30) days in advance of the termination date.

Either party may terminate this Contract for any reason including convenience. A termination of convenience requires 90 (ninety) days written notice to the other party.

The AGENCY shall pay The Bridge for all satisfactorily performed services through the date of termination of this Contract.

Insurance

The Bridge shall provide proof of liability insurance to the AGENCY annually.

Release and Hold Harmless

