

**Public Safety Committee Meeting  
Tuesday, December 1, 2020 5:00 PM  
Crete Library/Community Center  
1515 Forest Ave.  
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. Consider change to on-call transfer pay for weekend shifts from two hours of pay per 24-hour shift to two hours of pay per 12-hour shift.
  - B. Consider directing Fire Department to begin the process of replacing ambulance 99-2, 2010 Ford Lifeline with 99k plus miles.
  - C. Consider recommendation to City Council regarding contract with Medi-Waste disposal for sharps containers.
  - D. Consider recommendation to City Council regarding Fire Department request for five new sets of gear totaling \$18,007.80.

**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**

**Disclaimers & Notices**

- 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](http://www.crete.ne.gov).



Crete Fire & Rescue  
 210 E 14th Street  
 Crete, NE 68333  
 (402) 418-1854

9/15/2020

Agreement effective date:

Other service locations in this agreement:

Container Specifications

Quantity	Container Type	Frequency	Schedule of Charges	Start Date
1	Large Box (45 lb. max)	On-Call	\$50 ea.	
	Box Dimensions 21.5 T x 17.5 W x 20 L			
	Price is as stated. No fuel surcharges, environmental fees, energy fees, or other hidden charges.			

Description of Service/Equipment/Special Instruction:

**Note:** Hazardous boxes or totes with red liners are provided by Medi-Waste Disposal. According to DoT regulations, any hazardous container weighing more than 45 lbs can be subject to a second container fee.

For and in consideration of the mutual promises herein contained, **Medi-Waste Disposal, LLC**, hereafter referred to as “Contractor” and (**Crete Fire & Rescue**) hereafter referred to as “Customer,” agree as follows:

**ARTICLE I  
 DESCRIPTION OF SERVICES**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

## **ARTICLE II TERM**

The initial term (the “initial term”) of this Agreement is **THIRTY-SIX (36) MONTHS** from the effective date set forth above or from the date Contractor’s equipment is delivered to Customer, if later than the specified effective date. This Agreement shall **automatically renew** for successive thirty-six (36) month terms (each a “renewal term” and together with the initial term, the “term”) thereafter unless either party gives written notice of termination by U.S. certified or registered mail, postage prepaid and return receipt requested, to the other party at least sixty (60) days prior to the termination of the initial term or any renewal term. Any such notice, or any other notice permitted or required to be given hereunder, shall be sent to the other party at its address set forth on the first page of this Agreement, or to a different address if the change of address has been communicated in writing by the other party. A renewal term shall become effective (thereby extending the then-current term) upon either party’s failure to give notice of termination within the time period set forth above.

## **ARTICLE III WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all Regulated Medical Waste as defined by 49 C.F.R. § 173.134 or by any other federal, state, or local regulation which is generated or collected by Customer at the locations specified on the first page of this Agreement (the “Waste Materials”); provided, however, that the term “Waste Materials” specifically excludes, and Customer agrees not to deposit in Contractor’s equipment or place for collection by Contractor, any solid, radioactive, volatile, corrosive, highly flammable, explosive, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations (“Excluded Waste”).

## **ARTICLE IV CONTRACTOR DUTIES**

Contractor will collect all Customer-generated Waste Materials in containers supplied by Contractor. Contractor reserves the right to refuse any Excluded Waste or any package not sealed, properly packaged, overweight, leaking, or damaged. Contractor shall date and label all containers picked up and place new containers. Contractor shall also be responsible for filling out the Waste Manifest. Contractor hereby represents and warrants that it has obtained and will maintain through the Agreement term all necessary permits, licenses, or other authorizations required by federal, state, or local regulations in order to perform the duties assumed by Contractor hereunder. Contractor agrees to comply with all federal, state, and local laws, rules, and regulations applicable to performance of its services under this Agreement.

## **ARTICLE V CUSTOMER DUTIES**

Customer is responsible for sealing red bags squarely within containers provided by Contractor. Customer shall be responsible for keeping the Waste Manifest on file for a period of three (3) years and for following all federal, state, and local regulations dealing with the Waste Materials in discharging its responsibilities under this Agreement.

**ARTICLE VI  
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities, and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers, or other equipment.

**ARTICLE VII  
PAYMENTS**

Contractor will provide Customer with monthly, quarterly, or annual invoices. Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Contractor within the period of time set forth on each invoice. Contractor may impose, and Customer agrees to pay, a late fee for past due payments that are more than thirty (30) days old at the rate of one and one-third percent (1 1/3%) per month, provided that no such late charge shall exceed the maximum rate allowed therefor by applicable law.

**ARTICLE VIII  
RATE ADJUSTMENTS**

Contractor agrees that the charges and rates set out in this Agreement shall **not** be subject to any annual rate increase during the initial term or any renewal term of this Agreement, unless agreed to by the parties.

**ARTICLE IX  
SERVICE CHANGES AND AMENDMENTS**

Any amendment to this Agreement—including changes to the type, size, and amount of equipment, or to the type or frequency of services, along with any corresponding adjustments to rates—may only be made by the express written agreement of the parties; provided, however, that this Agreement shall continue in effect for the term provided herein and shall not be affected by any changes in Customer's service address if any new service address continues to be located within Contractor's service area.

**ARTICLE X  
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody, and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move, or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all

containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

## **ARTICLE XI TERMINATION**

Without prejudice to any other right or remedy the parties may have, this Agreement may be terminated as follows:

- a) By either party at the end of any term of this Agreement, upon not less than sixty (60) days' prior written notice in accordance with Article II.
- b) By Customer in the event that it changes its service address to a location outside Contractor's service area, upon thirty (30) days' written notice to Contractor.
- c) By either party in the event of the other party's material breach of this Agreement upon not less than thirty (30) days' prior written notice specifying the breach or default, provided that the allegedly breaching party is given the notice period in which to cure such breach or default to the notifying party's reasonable satisfaction.
- d) Upon the mutual written agreement of the parties, subject to the terms of any such writing.
- e) By either party at any time in the event that any court or governmental authority determines that either party, in carrying out its obligations hereunder, is in violation of any law or regulation, or if Customer reasonably determines, based upon threatened action or the advice of legal counsel, that either party is in violation of any law or regulation or that continuation of the Agreement creates a substantial risk of violation of such laws; and, as to all of the above, the parties do not or cannot promptly remedy such violation without substantially changing the material rights and obligations of the parties.
- f) Immediately by either party in the event that the other part ceases trading, enters into liquidation or bankruptcy, is appointed a receiver or administrator with respect to any of its assets or business, enters into any arrangement with its creditors, is unable to pay its debts as they come due, or undergoes any similar event under the law of any jurisdiction.

## **ARTICLE XII EFFECT OF TERMINATION**

Upon termination of this Agreement for any reason, Customer agrees to pay service fees for completed waste disposal services provided by Contractor through the effective date of termination. Outside of the circumstances permitting termination under Article XI, Contractor reserves the right to collect liquidated damages and equipment retrieval charges from Customer if Customer terminates this Agreement prior to the expiration of its term. Liquidated damages shall not exceed thirty percent (30%) of Customer's then-current rate times the number of months remaining until the expiration of the Agreement term. Equipment retrieval charges shall be \$50 per container.

## **ARTICLE XIII LIMITATION OF LIABILITY**

Each party agrees to accept and is responsible for its own acts and omissions in performing its obligations under this Agreement, as well as those acts and omissions of its employees and agents, and nothing in this

Agreement shall be construed as placing any responsibility for such acts or omissions on the other party, except as expressly provided.

#### **ARTICLE XIV INSURANCE**

Each party must purchase and maintain, at all times that services are being performed under this Agreement, general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate per policy year through responsible insurance companies authorized to do business in Nebraska, which shall be the limits of Contractors liability to Customer. Each party agrees to provide the other with proof evidencing compliance with this requirement upon request.

#### **ARTICLE XV INDEPENDENT CONTRACTORS**

The parties are independent contractors and nothing in this Agreement constitutes or shall be construed as creating a partnership, employment, joint venture, or agency relationship between the parties. Neither party has authority to bind the other in any respect.

#### **ARTICLE XVI EXCLUSION WARRANTY**

Each party hereby represents and warrants that it is not, nor at any time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, or barred from any federal procurement or non-procurement program. Each party agrees to immediately notify the other of any threatened, proposed, or actual exclusion from any federally funded health care program or any federal procurement or non-procurement program. In the event that either party is excluded from a federal program in violation of this Article, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this Article, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Both parties agree not to utilize any personnel in the performance of services hereunder who are themselves excluded from participation under any federally funded health care program or barred from any federal procurement or non-procurement program.

#### **ARTICLE XVII ACCESS TO BOOKS AND RECORDS**

To the extent § 1861(v)(1)(I) of the Social Security Act is applicable to this Agreement, Contractor agrees to make books and records available, and to require any subcontractors to make books and records available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four (4) years following the furnishing of services hereunder. If the referenced provision should be found inapplicable to this Agreement, then this clause shall be deemed not to be a part of this Agreement and shall be null and void.

#### **ARTICLE XVIII WAIVER**

Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or a waiver of any subsequent breach of any Agreement term.

**ARTICLE XIX  
ASSIGNMENT**

This Agreement cannot be assigned or transferred by either party without the other party's prior written consent.

**ARTICLE XX  
GOVERNING LAW**

This Agreement shall be interpreted, construed, and governed by the laws of the state of Nebraska.

**ARTICLE XXI  
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written or oral statements or understandings with respect to the matters provided for herein.

Authorization:

Customer City of Crete	Medi-Waste Disposal, LLC A Nebraska Limited Liability Company
Authorized Signature	Shawn Davis Business Development
Title Mayor	<a href="mailto:shawn.davis@mediwastedisposal.com">shawn.davis@mediwastedisposal.com</a> 402-261-4157
Date	9/15/2020