

**Public Safety Committee Meeting**  
**Tuesday, June 15, 2021 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 a service agreement for Lifepaks and LUCAS devices with Stryker in the amount of \$6,835.20.
- B. Discuss and provide a recommendation to the City Council on entering into a new Interlocal Agreement for Emergency Dispatch Services with the City of Beatrice in the amount of \$278,100.00 with 3% annual increases.

**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).

Sales Rep Name: Scott Pufahl  
 ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave  
 Portage, MI 49009

Date: 5/17/2021  
 ID #: 210517092956

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acc Num: 1325188	Name: James Yost
Shipping Acct Num: 1071432	Title:
Account Name: Crete Fire Dept	Phone: (402) 826-4311
Account Address: PO Box 411	Email: james.yost@crete.ne.gov
City, State Zip: Crete, NE 68333	

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP15	LifePak 15	LP15 Protect Ship In w Onsite PM	2	1	\$2,692.80
2	LUCAS	LUCAS	LUCAS Protect Ship In w Onsite PM	2	1	\$2,162.40
3	LP1000	LifePak 1000	LP1000 PM Only Onsite	5	1	\$1,980.00

**PROGRAM INCLUDES:**

**LP1000 PM Only Onsite:**

- Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test the integrity of all cables and recommend replacement as needed
  - Electrical safety check in accordance with NFPA guidelines
  - Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
  - Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
  - Replace 1 set of expired adult therapy electrodes at scheduled time of service
- \*\* (Onsite PM or Depot Depending on Agreement) \*\*

**LP15 Protect Ship In w Onsite PM:**

- Repairs (parts and labor) to restore equipment to manufacturer specifications
  - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
  - Power-adapter repair or replacement
  - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
  - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
  - Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test the integrity of all cables and recommend replacement as needed
  - Electrical safety check in accordance with NFPA guidelines
  - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
  - Check electrode expiration dates and recommend replacement as needed
  - Check printer operation and trace quality
- \*\* (Onsite PM or Depot Depending on Agreement) \*\*

**LUCAS Protect Ship In w Onsite PM:**

- Repairs (parts and labor) to restore equipment to manufacturer specifications

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$6,835.20
	<b>FINAL TOTAL</b>	<b>\$6,835.20</b>

Start Date: 4/1/2021  
 End Date: 3/31/2022

\_\_\_\_\_  
 Stryker Signature Date

\_\_\_\_\_  
 Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

\_\_\_\_\_  
 Purchase Order Number

**If contract is over \$5,000 please send hard copy PO**

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto:procarecoordinators@stryker.com).

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

\*\*Quote pricing valid for 30 days.

**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number 210517092956

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1325188	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1071432	
Company Name	Crete Fire Dept	
Contact or Department	James Yost	
Street Address	PO Box 411	
Add'l Address Line		
City, ST ZIP	Crete, NE 68333	
Phone	(402) 826-4311	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

**Accounts Payable Contact Information**

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Stryker Terms and Conditions  
[www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms)

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment Stryker Quote Number 210517092956

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	39850548	LP15 Protect Ship In w Onsite PM
2	LP15	42325559	LP15 Protect Ship In w Onsite PM
3	LUCAS	30161158	LUCAS Protect Ship In w Onsite PM
4	LUCAS	3015D774	LUCAS Protect Ship In w Onsite PM
5	LP1000	36066430	LP1000 PM Only Onsite
6	LP1000	36066402	LP1000 PM Only Onsite
7	LP1000	36269565	LP1000 PM Only Onsite
8	LP1000	36269564	LP1000 PM Only Onsite
9	LP1000	36066418	LP1000 PM Only Onsite

**EMERGENCY DISPATCH SERVICES  
INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of June, 2021, by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as “Beatrice”, and the City of Crete, Nebraska, a Municipal Corporation, hereinafter referred to as “Crete”.

**WITNESSETH:**

**WHEREAS**, Neb. Rev. Stat. Section 18-1707 authorizes Beatrice to contract with Crete for services provided by Beatrice of a type which Beatrice is empowered to perform; and Neb. Rev. Stat. Section 86-440 authorizes a governing body as provided by law to contract with any political subdivision for the administration of 911 services; and

**WHEREAS**, an Interlocal Cooperation Act Agreement pursuant to Neb. Rev. Stat. Section 13-801 et. seq. (1997) is in the best interest of Beatrice and Crete; and

**WHEREAS**, Beatrice operates and maintains an Enhanced 911 System for Beatrice for the telephone exchanges which are known as Beatrice –228 and Beatrice –223 (“Beatrice Enhanced 911 System”); and

**WHEREAS**, Crete desires to contract with Beatrice for the operation of an Enhanced 911 System for telephone exchanges within the jurisdiction of the City of Crete, including any relevant interlocal agreements; and

**WHEREAS**, in addition to the 911 services, Beatrice and Crete desire to enter into an agreement wherein Beatrice will provide information technology (IT) services related to the Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile (systems contained in field unit vehicles) systems as utilized by the City of Crete.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Term.** The term of this Agreement shall begin on October 1, 2021 and end on September 30, 2023. This Agreement shall automatically renew for additional two-year terms, hereinafter, unless either Party gives notice of termination as set forth in this Agreement.

**2. Enhanced 911 System, Radio Dispatch System, and Computer Aided Dispatch (CAD), Records Management System (RMS) and Mobile (systems contained in field unit vehicles).** Beatrice agrees to operate and maintain primary Enhanced 911 and radio dispatch systems (including CAD and RMS), and Mobile, at 201 North 5<sup>th</sup> Street, Beatrice, Nebraska (“Southeast 911 Center” or “Center”) and to arrange redundant off-site capabilities. Beatrice agrees to utilize these systems to monitor, record, document and receive emergency and non-emergency calls

for service originating from Crete's telephone exchanges. Beatrice agrees to dispatch appropriate personnel from the Crete Police Department, the Crete Volunteer Fire and Rescue Department, and/or emergency medical services that are located within the corporate limits of Crete and further agrees to maintain associated records and recordings. Beatrice agrees to notify other agencies outside of the corporate City limits of Crete (e.g., law enforcement, medical, fire, emergency management and other mutual aid services) as requested.

Crete shall provide at its cost all necessary receiving radio towers and radio equipment for personnel and volunteers in the direct employ or under the direct supervision of Crete, including portable and mobile radios, mobile data computers and pager units, in order for Crete personnel to communicate with the Southeast 911 Center. It is understood by Crete that periodic upgrades of such equipment will be necessary in order for such equipment to be compatible with the systems within the Southeast 911 Center.

Each agency is to maintain an inventory list to be reviewed and updated annually. Any equipment additions or upgrades would initially be presented to the appropriate advisory committee for review and recommendation.

**3. IT Duties.** Beatrice agrees to perform the technical services necessary to ensure that the Communication Center functions fully and efficiently, including services related to the CAD, RMS, and Mobile Systems as utilized by the City of Crete. Furthermore, Beatrice agrees to perform said services with the standard of care and skill customarily provided in the industry for performance of such services.

**4. Other Services.** Beatrice shall also:

- (a) Receive and process telephone calls transferred from Crete via administrative lines.
- (b) Make the NCIC/NCIS service located at the Southeast 911 Center available to Crete law enforcement officials so long as the requirements for access to this service are complied with.
- (c) Activate Crete's tornado sirens during monthly tests and when tornado warnings are warranted.
- (d) Activate Crete's siren alerting of fire and rescue calls when dispatched.
- (e) Inform Crete Police Department and/or Crete Volunteer Fire and Rescue Department command officer(s) of significant incidents, pursuant to mutually agreed upon procedures.
- (f) Conduct pager testing pursuant to mutually agreed upon procedures.
- (g) Page members of the Crete Volunteer Fire and Rescue Department and ambulance

attendants for the Crete Transfer Ambulance.

- (h) Provide Crete with available copies of audio recordings of radio and telephone communications upon request.
- (i) Permit Crete access and use of Beatrice's RMS (currently, "Tyler Technology"), Mobile, and GeoLynx through appropriate licenses and mutually agreed upon procedures. Five licenses are included with this agreement and incorporated into the fees listed below.
- (j) Provide routine information technology (IT) services for Southeast 911 Center system software and communication mediums between the Center and Crete.

**5. Crete Fee.** Crete agrees to pay the following amounts for services provided in this Agreement:

- (a) Crete agrees to pay an annual fee to Beatrice for the period beginning on October 1, 2021 of Two Hundred Seventy-Eight Thousand One Hundred Dollars (\$278,100.00), to be paid in quarterly installments of Sixty-Nine Thousand Five Hundred Twenty-Five Dollars (\$69,525.00) on or before October 1<sup>st</sup>, January 1<sup>st</sup>, June 1<sup>st</sup> and July 1<sup>st</sup>.
- (b) The quarterly fees to be paid by Crete for services provided in this Agreement shall increase by three percent (3%) annually; for example, the annual fee for the services provided by this Agreement for the period beginning on October 1, 2022 shall be \$286,443.00.
- (c) Quarterly payments shall be made on or before October 1<sup>st</sup>, January 1<sup>st</sup>, June 1<sup>st</sup> and July 1<sup>st</sup> of each year of the term of this Agreement.

**6. No Joint Property.** Beatrice and Crete agree that there will be no property jointly owned between them to be disposed of at the termination of this agreement.

**7. Procedures.** Having direct managerial control of the Center, the Beatrice Chief of Police shall establish policies and procedures for dispatch services and oversee personnel employed within the Center, with consideration given to recommendations of the advisory councils.

**8. Southeast 911 Advisory Committees.** The parties hereby agree that advisory committees shall be formed: One consisting of a representative of each law enforcement agency served by the Center and another consisting of representatives of all affected fire, rescue, and ambulance services served by the Center. Each entity served by the Center shall appoint one representative for each applicable committee. These committees shall not constitute separate governmental entities. Each committee shall meet at least semi-annually and shall perform the following duties:

- (a) Make recommendations concerning the operation of the Center and its future development; and
- (b) Make recommendations concerning maintenance and/or replacement of equipment and property for the aforementioned systems.

**9. Liability.** Crete shall save and hold harmless Beatrice from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of Crete or its agents or employees in the performance of this Agreement. Likewise, Beatrice shall save and hold harmless Crete from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of Beatrice or its agents or employees in the performance of this Agreement.

**10. Alterations.** This agreement may be terminated by either Beatrice or Crete by giving the other party notice thereof one hundred and eighty (180) calendar days before the beginning of the next two-year term. Such notice shall be in writing and shall reference a resolution duly passed by the respective governing body requesting such termination. This agreement may be amended at any time with the written authority of the local governing bodies of both Beatrice and Crete.

Attest:

CITY OF BEATRICE, NEBRASKA  
A Municipal Corporation

\_\_\_\_\_  
Erin Saathoff, City Clerk

By: \_\_\_\_\_  
Stan Wirth, Mayor

Attest:

CITY OF CRETE, NEBRASKA  
A Municipal Corporation

\_\_\_\_\_  
Jerry Wilcox, City Clerk

By: \_\_\_\_\_  
David Bauer, Mayor