

**Public Safety Committee Meeting**  
**Tuesday, April 5, 2022 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.
- 3.A. Provide a recommendation to the City Council on entering into an agreement with One Billing Solutions for billing and collection services for the Fire Department.
- 3.B. Provide a recommendation to the City Council on appropriating an additional \$25,340.33 to have one of the new police cruisers be a police service dog vehicle.
- 3.C. Provide a recommendation to the City Council on approving a special event permit application, with street closures, from the Chamber of Commerce for a Cinco de Mayo celebration at City Park on May 8, 2022 from 12:00 pm to 5:00 pm.

**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).



# One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## BILLING SERVICES AGREEMENT

This Agreement is made effective \_\_\_\_\_ by and between One Billing Solution, Inc., hereafter referred to as “OBS”, and the City of Crete, Nebraska, hereinafter referred to as “Medical Service Provider”, (individually a “Party” and collectively the “Parties”).

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as the City of Crete, Nebraska and surrounding rural areas, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
  - A. Verify all billing information;
  - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers' compensation carriers, and homeowner insurances;
  - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes);
  - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible party (via postal service or electronically through contracted clearinghouse);
  - E. Provide follow-up billing at least two times after initial written billing to private patients;

- F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers;
  - G. Obtain status reports on claim processing from all public and/or private insurance carriers;
  - H. Provide customer service access during normal business hours, weekends and holidays excluded;
  - I. Provide contract completion for participating agreements with insurance companies; and act as authorized representative;
  - J. Provide cash posting services;
  - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10<sup>th</sup> business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10<sup>th</sup> day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.
4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
  - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
  - (3) a completed run report.
- Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.
5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
  - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
  - c. Medical Service Provider shall provide OBS with a "Deposit Only" Stamp and bank deposit slips;

- d. If applicable, OBS will endorse claims payments “For Deposit Only” to Medical Service Provider’s bank and cause these claim payments to be deposited in Medical Service Provider’s account not less than once a month.
  - e. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider’s bank account, not less than once a week following the receipt of claims payments.
  - f. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
  - g. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.
6. TERMINATION. This agreement may be terminated according to the following provisions:
- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
  - B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
    - i. the business of the other party is terminated or suspended;
    - ii. a petition for bankruptcy is filed by or against the other party;
    - iii. a receiver is appointed on account of the other party’s insolvency;
  - C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
    - i. invalidates or is inconsistent with the provisions of this Agreement;
    - ii. would cause a party to be in violation of the law;
    - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable;
    - iv. jeopardizes the tax-exempt status of any bonds issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
    - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may

choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. MODIFICATION AND ASSIGNMENT. This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
8. NOTICES. All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

If to OBS:	If to MEDICAL SERVICES PROVIDER:
One Billing Services, LLC 11718 Nicholas Street Suite 100 Omaha, NE 68154 ATTN: Beth Grassau	City of Crete ATTN: Tom Ourada 234 E. 13th Street PO Box 86 Crete, NE 68333
With a copy, by regular United States mail, postage prepaid, to:	With a copy, by regular United States mail, postage prepaid, to:
Erickson Sederstrom ATTN: Andrew Collins 10330 Regency Dr., Suite 100 Omaha, NE 68114	

9. INDEPENDENT CONTRACTOR RELATIONSHIP. Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives, shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.
10. AUTHORITY; EFFECT. By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf of OBS, and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by Medical Service Provider to make and enter into this Agreement and its incorporated

Attachments on behalf of Medical Service Provider, and represents further that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. INDEMNIFICATION. OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by the Medical Service Provider or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by the OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the OBS to the Medical Service Provider.
12. INSURANCE. Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. EXCLUDED PROVIDER WARRANTY. Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. ACCESS TO BOOKS AND RECORDS. Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.
15. CONFIDENTIALITY. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.
16. HIPAA BUSINESS ASSOCIATE ASSURANCES.
- A. Privacy Rule
1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
  - (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
  - (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
  - (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI;
  - (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual;
  - (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider;
  - (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days;

- (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
  - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients;
  - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
  - (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
  - (d) Uses required for the proper management of OBS as a business associate.
  - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
  - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

**B. Security Rule**

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (“e-PHI”) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
  - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
  - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

**17. COMPLIANCE**

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. Medical Service Provider shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Medical

Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

- C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
  - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
  - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or

otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.

23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solution, LLC**

**City of Crete, Nebraska**  
("Medical Service Provider")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau

By: David Bauer

Title: Director of Operations

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**One Billing Solutions**  
YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## **BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective \_\_\_\_\_ by and between the City of Crete, Nebraska hereinafter referred to as “Covered Entity”, and One Billing Services, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule, but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

### (A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

### (B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
  - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
  - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.

(J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary-, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.

(K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

#### IV. AVAILABILITY OF PHI

(a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

## V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

## VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder .on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solution, LLC**  
("Business Associate")

**City of Crete, Nebraska**  
("Covered Entity")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau

By: David Bauer

Title: Director of Operations

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Police Cruiser Expenses**

**Police Cruiser** \$37,401.00

\*State bid purchase from Anderson Ford

\*\*See bid letter

**Cruiser equipment purchase & install** \$10,489.08

\*Jones Automotive

\*\*See quote

**Computer w/ in-car camera** \$11,134.28

\*BMS/Data 911

\*\*See quote

\*\*\**Can apply for a \$3500 Highway Safety Grant*

**Radar** \$2,217.00

\*Jones Automotive

\*\*See quote

\*\*\**Can apply for a \$1200 Highway Safety Grant*

**Mobile AFIS (Device/Maintenance)** \$1,875.00

\*Idemia

\*\*See quote

**E-Citations** \$993.00

\*Tyler Technologies

\*\*See Quote hardware, software, licensing & maintenance costs

**First Wireless** \$700.00

\*Mobile Radio

\*\*Estimate

**Patrol Car Graphics** \$675.00

\*Art on Display

\*\*Estimate

**Miscellaneous Equipment** \$650.00

\*Cones, catch pole, fire ext./bracket, digital camera

\*\*Estimate

**Miscellaneous Expenses** \$600.00

**Police dog related vehicle modifications** \$6,186.05

\*Jones Automotive

\*\*See quotes

Equipment and labor (dog w/ prisoner space)

**Total Vehicle and Equipment Expense** \$72,920.41



April 6, 2022

AFL, LLC  
DBA Anderson Ford Lincoln Mercury Mazda  
Attention: Bobby Colclasure  
2500 Wildcat Drive  
Lincoln, Nebraska 68501-3644

Dear Sir:

The Crete Police Department would like to purchase a second **2021 or Current Production Year Police All Wheel Drive (AWD) 5 Passenger Mid-Size Utility Vehicle FFV E85 (State of Nebraska Contract Number 15418 OC)** with the options as listed below. (Note: This is an additional vehicle and not the same vehicle approved for purchase on December 21, 2021.) Items not listed or items listed as deductions are items that we don't wish to be included on the vehicle. We would also like to add one (1) additional equipment group item which is listed by name and option code.

**(Contract Number 15418 OC) Options Bid List:**

<u>Line</u>	<u>Description</u>	
1	E85 POLICE AWD MID SIZE UTILITY VEHICLE	\$34,496.00
6	Courtesy Lamp Inoperable	Included in Base
9	Drivers Side Spotlight	Included in Base
12	Dome Light/Courtesy Lamp Installed	Included in Base
13	Under Hood Light	Included in Base
14	Police Prep Package Number One – Vertical	Included in Base
15	Police Prep Package Number Two - <b>Red (Drivers) / Blue (Passenger) LED's not clear/white to rear of vehicle.</b>	Included in Base
16	100 Watt siren speaker	Included in Base
18	Setina PB 400 Push Bumper	Included in Base
19	Auxiliary Battery	Included in Base
20	Optima Blue Top battery	\$495.00
21	Alternating Headlight Flasher	Included in Base

Two-tone vinyl pkg. no. 1. - (VINYL ON FRONT AND REAR DOORS AND ROOF) -White vinyl on black car	\$1275.00
Key Fobs (Quantity: 3)	\$885.00
Center Caps (No Full Wheel Covers)	Included in Base
Cloth Bucket Seats / Vinyl Rear Seats	Included in Base
Front Speakers Connected to Radio	Included in Base
Rubber / Vinyl Floor Covering	Included in Base

**Deductions**

4 Cloth Rear Seats	Deduct \$ 40.00
--------------------	-----------------

**Additional Equipment Group**

Add Side Marker LED's (Option Code: 63B)	\$290.00
--	----------

**Total Price: \$37,401.00**

Jones Automotive installs equipment in our vehicles. We would like any equipment not installed by the factory to be installed by Jones Automotive. Please review the above information for accuracy and compliance with the State bid contract. If you have any questions or concerns about this purchase request, please let me know. I appreciate your assistance in this matter.

Sincerely,

\_\_\_\_\_  
Steve Hensel  
Chief of Police

\_\_\_\_\_  
Chad Menagh  
Sergeant

\*Purchase approved by Crete City Council on April 5, 2022

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
LINCOLN, NE 68528-1810  
402-345-8383

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 100

Date: 12/03/21

Quote Sale: 112

Sold To:

Contact Number:

Unit #:

CRETE POLICE DEPARTMENT  
1945 FOREST AVE  
CRETE NE 68333  
Business Phone: 402-826-4311

Vehicle:  
License:  
Mileage: 0  
Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>LIGHTBAR - FEDERAL SIGNAL -</b>								
ALLEGIANT R/B 53 IN CLEAR DOME	FSALGT53J-P1LC	1.00	2,040.50	0.00	0.00	0.00	2,040.50	
HOOK KIT 2020 PIU	FSHKB-FPIU20	1.00	0.00	0.00	0.00	0.00	0.00	
WATERPROOF FITTING	KE007-2020-0	1.00	49.00	0.00	0.00	0.00	49.00	
							Authorized	<b>2,089.50</b>
<b>SIREN CONTROLLER - FEDERAL SIGNAL -</b>								
PATHFINDER SIREN	FSPF200S17B	1.00	1,188.00	0.00	0.00	0.00	1,188.00	
25FT OBDII CABLE 2020 PIU	FSOBDCABLE25-2	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	<b>1,188.00</b>
<b>CONSOLE - GAMBER JOHNSON -</b>								
UTILITY CONSOLE W CUP & REAR A	GJ7170-0734-01	1.00	524.29	0.00	0.00	0.00	524.29	
							Authorized	<b>524.29</b>
<b>PRISONER CAGE - PRO-GARD -</b>								
2020 PIU FRONT PART HORZ SLIDR	STPK1130ITU20TM	1.00	795.38	0.00	0.00	0.00	795.38	
2020PIU REAR PARTITION	STPK0316ITU202ND	1.00	480.38	0.00	0.00	0.00	480.38	
							Authorized	<b>1,275.75</b>
<b>"UP" VAULT - AMERICAN ALUMINUM -</b>								
E/Z VAULT UP 2020 PPV EXPLORER	AAUPPPV2020	1.00	1,345.71	0.00	0.00	0.00	1,345.71	
INBOUND SHIPPING AND HANDLING	FRT1	1.00	345.00	0.00	0.00	0.00	345.00	
							Authorized	<b>1,690.71</b>
<b>POWER MANAGEMENT - JONES -</b>								
IGNITION POWER MANAGEMENT	JIPM	1.00	0.00	0.00	0.00	0.00	0.00	
DUAL OUTPUT TIME DELAY RELAY	CO7616-2001B	1.00	114.63	0.00	0.00	0.00	114.63	
80 AMP RESETABLE CIR BREAKER	WT46691	1.00	33.20	0.00	0.00	0.00	33.20	
JUNCTION BLOCK STUD BLACK	WT47211	1.00	6.00	0.00	0.00	0.00	6.00	
FUSE BOX ATO/ATC 24	WT46075	1.00	55.00	0.00	0.00	0.00	55.00	
ABS PLASTIC ENCLOSURE	PODC-46FMBYT	1.00	11.00	0.00	0.00	0.00	11.00	
FUSEHOLDER W/CAP 14G	RC09-014C	1.00	1.23	0.00	0.00	0.00	1.23	
RELAY 5 TERM TYCO/BOSCH	G244-167	1.00	2.00	0.00	0.00	0.00	2.00	
PLUG CONNECTOR PIGTAIL BOSCH R	G239-281	1.00	1.87	0.00	0.00	0.00	1.87	
GROMMET 1 3/8" RUBBER	AM4100315	1.00	1.00	0.00	0.00	0.00	1.00	
							Authorized	<b>225.93</b>
<b>EQUIPMENT BOX - -</b>								
JONES SMALL EQUIPMENT BOX	JPMB-S	1.00	150.00	0.00	0.00	0.00	150.00	
							Authorized	<b>150.00</b>
<b>TABLET MOUNT - HINT MOUNTS -</b>								
TM-5126-PIU-20	PNOSTK	1.00	742.50	0.00	0.00	0.00	742.50	
AP-5120-UNIV	PNOSTK	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	<b>742.50</b>
<b>LABOR - -</b>								
LABOR	HO2000E	21.00	0.00	110.00	0.00	0.00	2,310.00	
							Authorized	<b>2,310.00</b>
<b>MISCELLANEOUS - -</b>								
MISCELLANEOUS SUPPLIES	MISC	1.00	150.00	0.00	0.00	0.00	150.00	

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

\* \* \* \* **Quote / Estimate** \* \* \* \*

Quote #: 100

Date: 12/03/21

Quote Sale: 112

**Sold To:**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Contact Number:

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

INBOUND SHIPPING AND HANDLING	FRT1	1.00	100.00	0.00	0.00	0.00	100.00
ANTENNA BASE	TCMB8	1.00	14.40	0.00	0.00	0.00	14.40
TORQUE TO 35 FT/LBS SEAT BOLTS 2020 PIU (	FW709980-S439	2.00	14.00	0.00	0.00	0.00	28.00
Authorized							<b>292.40</b>

Quote Notes: QUOTE TO UPFIT A NEW 2022 FORD INTERCEPTOR  
 UTILITY WITH SOME USED PARTS FROM AN SUV OR  
 SEDAN

AA: 32024

Quote expires: 03/03/22

<b>Parts:</b>	<b>8,179.08</b>
<b>Labor:</b>	<b>2,310.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>10,489.08</b>
<b>Sales Tax:</b>	<b>0.00</b>

**Total: \$10,489.08**



Quote Number BMS00007576  
 Created Date 1/12/2022  
 Expiration Date 3/12/2022  
 Ship Date 30 Days ARO

Broadcast Microwave Services, LLC.  
 12305 Crosthwaite Circle  
 Poway, CA 92064 USA  
 Phone: +1 (858) 391-3050  
 Fax: +1 (858) 391-3049

Prepared By Christopher Hernandez  
 Email chernandez@bms-inc.com  
 Opportunity Name Crete Police Dept (NE)\_New Vehicle Options M8 & I9 w/VerusTetheredSys(1)

**TO:**

Contact Name	Chad Menagh	Ship To Name	Crete Police Dept (NE)
Email	chad.menagh@crete.ne.gov	Ship To	1945 Forest Avenue Crete, NE 68333 United States
Bill To Company	Crete Police Dept (NE)	Ship Terms	EXW-Poway
Billing Address	1945 Forest Avenue Crete, NE 68333 United States	Terms Code	Net 30

Item Number	Product Number	Line Item Description	Quantity	Sales Price	Final Price	Total Price
1	D9BAIO12716128S	12.1" AIO i7, 16GB RAM, 128GB SSD w/ Win10 ENT, 3-Year Warranty, internal GPS, LTE, WiFi; 802.11 abgn, TBP 2.0, Keyboard, KX1 TG2, USB w/ Touchpad, Black (BLTX)	1	USD 5,495.00	USD 5,495.00	USD 5,495.00
2	VXS11004	Verus Recorder Tethered System; Std. 2 Camera Package (Front Cube Cam, Prisoner Cam), 900Mhz WiMic, Wired Mic, 3yr Warr	1	USD 4,868.75	USD 4,868.75	USD 4,868.75
3	AT11634	Antenna Kit, Verus Tethered Std., Black, Sharkee MiMo, bolt-thru, 3 lead (1-GPS, 2-900Mhz), XK-IN2155	1	USD 312.00	USD 312.00	USD 312.00
4	AT11635	Antenna Kit, Verus Solo Std. or M8, Black, Sharkee MiMo, bolt-thru, 5 lead (1-GPS, 2-Wifi, 2-LTE), GP-IN2154 (old #XK-IN2154)	1	USD 374.00	USD 374.00	USD 374.00

Subtotal USD 11,049.75  
 Total Price USD 11,049.75  
 Shipping and Handling USD 84.53  
 Grand Total USD 11,134.28

**Any order resulting from this quotation shall be subject to BMS Standard Terms and Conditions, 6800000004.**

**Notes:**

- Prices are quoted in U.S. Dollars (\$).
- Payment terms contingent upon approved credit.
- Ship Date dependent upon receipt of all required information including but not limited to: frequencies, subcarriers, cable lengths, and agreed upon payment terms. A delay in providing this information may result in a corresponding Ship Date delay.
- This is a controlled commodity and may require a license for export.
- Quotation number must be specified in the purchase order.

Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.

6. In connection with any legal action between the parties to this agreement, including an action to enforce the terms of this agreement, the prevailing party shall be entitled to recover its legal fees and expenses including, but not limited to, attorney fees, court costs and expert witness fees.
7. Please note, delivery date is an estimate at the time of quoting and not guaranteed based on current materials supply chain delays caused by COVID-19 shutdowns. Confirmation of the delivery date will be provided after receipt of order and completion of materials availability analysis.
8. Credit Card payments are subject to a convenience fee.

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*Export and/ or re-export of BMS products may not involve any entities on the Restricted Parties Lists. Use of these products, technology, or software for activities related to Nuclear Development, Missile Technology, or Chemical & Biological Weapons is prohibited. Export/ re-export of the Embargoed/ Sanctioned Countries requires a prior authorization from the U.S. Government; An export license is required if products will be used in a UAV (Unmanned Aerial Vehicle) capable of a range of at least 300 kilometers in and by any of the following countries: Bahrain, China, Egypt, Iran, Iraq, Israel, Jordan, North Korea, Kuwait, Lebanon, Libya, Macao, Oman, Pakistan, Qatar, Saudi Arabia, Syria, United Arab Emirates, and Yemen.*

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

**\*\*\* Quote / Estimate \*\*\***

Quote #: 117

Date: 01/06/22

Quote Sale: 112

**Sold To:**

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Contact Number:

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>RADAR - STALKER RADAR -</b>								
805-0022-00 STALKER DUAL SL	PNOSTK	1.00	2,192.00	0.00	0.00	0.00	2,192.00	
							Authorized	<b>2,192.00</b>
<hr style="border-top: 1px dashed black;"/>								
<b>FREIGHT - -</b>								
INBOUND SHIPPING AND HANDLING	FRT1	1.00	25.00	0.00	0.00	0.00	25.00	
							Authorized	<b>25.00</b>

Quote Notes: QUOTE FOR STALKER DUAL SL Ka-BAND 2 ANTENNA  
 RADAR FOR A 2022 FORD INTERCEPTOR UTILITY

<b>Parts:</b>	<b>2,217.00</b>
<b>Labor:</b>	<b>0.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>2,217.00</b>
<b>Sales Tax:</b>	<b>0.00</b>

Quote expires: 04/06/22

**Total: \$2,217.00**



5515 East La Palma Avenue  
Suite 100  
Anaheim, CA 92807

January 3, 2022

Sergeant Chad Menagh  
Crete Police Department  
1945 Forest Avenue  
Crete, NE 68333  
Phone 402-826-4311  
Email [chad.menagh@crete.ne.gov](mailto:chad.menagh@crete.ne.gov)

**Reference No. IDNE-M010322-07**

IDEMIA is pleased to provide Crete Police Department with the following price quote for IDEMIA's cutting-edge mobile technology product, MorphoIDent™.

MorphoIDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorphoIDent Device ("MorphoIDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoIDent captures an individual's fingerprints and submits a data packet to the Mobile Connexion Software on the Crete Police Department workstation via the Bluetooth/USB connection.

The Mobile Connexion Software generates a Nebraska State Police (NSP) AFIS system compliant ANSI/NIST file and submits the search request to the NSP AFIS system for identification. Results are returned to the Mobile Connexion application screen and to the MorphoIDent for notification and positive identification, if available.



## MorphoIDent

### Detailed Product Description

MorphoIDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

**Modern design** - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

**Optimal ease of use in the field** - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

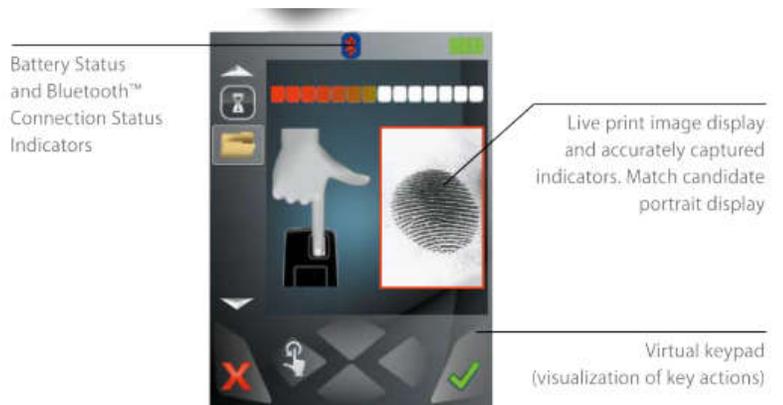
**Extreme accuracy** - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

**Fully certified** – PIV, FBI, EC, and FCC certified – ready to use.

**Pictograms and positive feedback** - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

### Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC workstation running the MobiLE Connexion application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



## MorphoDent and MobiLE Connexion Features

### MorphoDent Features

- ◆ Handheld device
- ◆ Multiple finger acquisition
- ◆ Multiple case acquisition (up to 15 cases)
- ◆ Data transfer to host (MobiLE Connexion) via Bluetooth/USB
- ◆ Acquisition and results interface
- ◆ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ◆ Cradle design around the FBI certified optical sensor
- ◆ Integrated Design with Fingerprint Sensor
- ◆ Sleek design, glossy finish
- ◆ Compact (fits in a pocket)
- ◆ Large 2.4" VGA color screen
- ◆ Clearly visible outdoors
- ◆ User friendly
- ◆ Multi-case management
- ◆ Vibration alert (capture and identification result)
- ◆ Intuitive end-user actions
- ◆ Pictograms
- ◆ 6 function keys
- ◆ Data transfer to host via: Bluetooth 2.0 | USB 2.0
- ◆ Use of existing infrastructure for AFIS interface
- ◆ No additional wireless recurring cost for the customer
- ◆ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ◆ LiveFeed of fingerprint
- ◆ Mugshot and name returned in search results, if available

### MobiLE Connexion Host Application Features

- ◆ MorphoDent configuration and management
- ◆ Standard NIST file generation and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ◆ Match candidate portrait and demographic information display
- ◆ Receive fingerprints from terminal (MorphoDent)
- ◆ Create search requests with fingerprints to AFIS



## Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

### MorphoIDent

Table 1. Pricing

Description		Qty	Unit Price	Total
MI01-000005-02	<b>MorphoIDent Solution</b> including: <ul style="list-style-type: none"> <li>◆ MorphoIDent Device</li> <li>◆ MobiLE Connexion Windows Software</li> <li>◆ USB 2.0 Data Cable</li> <li>◆ MorphoIDent Quick Start Guide</li> </ul>	1	\$1,700	\$1,700
MI00-0EBW0B-C	<b>Black Polymer Device Sleeve</b>	Included	Included	Included
	Warranty: 1 Year <i>Advantage</i> standard warranty Freight	Included	Included	Included

## Options and Pricing

IDEMIA equipment options and pricing are described in Table 2. Table 2. Options Pricing

	Description	Unit Price
	Maintenance: 1 Year <i>Advantage</i> maintenance services	\$175
SMID-ENTBT0-0	Bluetooth 2.1 USB Micro Adapter	\$25
C410-ANA001-00	Battery Replacement – single unit	\$40
MI00-0EBW0B-D	Battery Replacement (5-Pack)	\$160

*Current shipping is 30+ days after receipt of order, or as otherwise scheduled.*

IDEMIA will include documentation and /or support to facilitate installation by Crete Police Department of the MobiLE Connexion Software on the Crete Police Department-furnished workstation.

## Customer Responsibilities

Crete Police Department is responsible for the following:

- ◆ End-user training
- ◆ Ensuring the required inter-agency agreements are in place between itself and NSP, local, state and government AFIS
- ◆ Ensuring Crete Police Department-furnished workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ◆ Ensuring Crete Police Department-furnished workstations are able to connect to the Nebraska State Police network
- ◆ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MobiLE Connexion and the NSP AFIS
- ◆ Executing a Memo of Understanding (MOU) with NSP for access to the NSP AFIS and FBI RISC for the purpose of mobile search requests
- ◆ Installing MobiLE Connexion Application Software on each Crete Police Department-furnished workstation
- ◆ Pairing each MorphoIDent with each Crete Police Department-furnished workstation via Bluetooth or USB
- ◆ Provide the necessary network connectivity between the Crete Police Department LAN and incoming WAN transactions including requisite backend connectivity
- ◆ Testing the MorphoIDent and MobiLE Connexion Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and outside the scope of warranty and annual maintenance coverage

**NOTE:** *Crete Police Department is encouraged to contact Bruce Luhr, Nebraska State Patrol, Tel: (402) 479-4020 email: [bruce.luhr@nebraska.gov](mailto:bruce.luhr@nebraska.gov) prior to purchase for requesting authorization for connectivity to the State prior to purchase.*

**System Requirements** – IDEMIA confirms the following system requirements: Table 3.

Minimum System Requirement	
<b>MobiLE Connexion on a workstation</b>	<ul style="list-style-type: none"> <li>◆ Windows 10 operating systems, with all security patches installed.</li> <li>◆ Support for Bluetooth 2.0 or later.</li> </ul>

IDEMIA will provide documentation and /or support to facilitate installation by the Crete Police Department of the MobiLE Connexion Application on the Crete Police Department-furnished workstation.

**Advantage Solution Support** Table 4.

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	Included in Warranty	Available for purchase
Telephone Technical Support for Parts Replacement	Included in Warranty	Available for purchase

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Crete Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

**Proposal Expiration: April 30, 2022**

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order inquiries and correspondence, including Purchase Order, to:

**Jayne Goodall**  
**IDEMIA**  
**5515 East La Palma Avenue, Suite 100**  
**Anaheim, CA 92807**  
Email: [jayne.goodall@us.idemia.com](mailto:jayne.goodall@us.idemia.com) | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Michael Hash  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC



**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_

\_\_\_\_\_ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

### SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

### SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

#### SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or

otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 993
Other Cost	\$ 0
Travel	
<b>Total One-Time Cost</b>	<b>\$ 993</b>
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:  
 Quote Expiration:  
 Quote Name:

James Mulvey  
 5/3/22

**Sales Quotation For:**

Crete Police Department  
 1945 Forest Ave  
 Crete, NE 68333-1251  
 Phone: +1 (402) 826-4311

**Shipping Address:**

Crete Police Department  
 1945 Forest Avenue ATTN: Gary Young  
 Crete, NE 68333-1251

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>Enforcement Mobile</b>					
4910LR-152-LTRK-MM / L-Tron DL Scanner with Magnetic Mount	1	\$ 394	\$ 394	\$ 0	\$ 0
PJ763 / Brother, Printer	1	\$ 450	\$ 450	\$ 0	\$ 0
LB3603 / Brother, PocketJet, Rugged Jet, USB Cable, 10 ft.	1	\$ 17	\$ 17	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	1	\$ 30	\$ 30	\$ 0	\$ 0
LBX028 / Brother, PocketJet, Vehicle Mount	1	\$ 102	\$ 102	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 993</b>		<b>\$ 0</b>

**Summary**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 993	\$ 0
<b>Summary Total</b>	<b>\$ 993</b>	<b>\$ 0</b>

**One Time Fees**

**Recurring Fees**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

# JONES AUTOMOTIVE

3800 W CAVALRY CT STE 1  
 LINCOLN, NE 68528-1810  
 402-345-8383

**\*\*\* Quote / Estimate \*\*\***

Quote #: 121

Date: 01/12/22

Quote Sale: 112

Sold To:

Contact Number:

Unit #:

CRETE POLICE DEPARTMENT  
 1945 FOREST AVE  
 CRETE NE 68333  
 Business Phone: 402-826-4311

Vehicle:  
 License:  
 Mileage: 0  
 Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>1/3-2/3 KENNEL - AMERICAN ALUMINUM -</b>								
EZ RIDER 1/3, K9 2/3 DRIV EXIT	AAEZIK_I.SUV_2020	1.00	2,773.75	0.00	0.00	0.00	2,773.75	
K9 EXITS DRIVER SIDE	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
BLACK MATTE POWDER COATING	AAK9M	1.00	0.00	0.00	0.00	0.00	0.00	
RUBBER MAT SMALL	AARMS	1.00	0.00	0.00	0.00	0.00	0.00	
LED LIGHT	AALIGHT	1.00	0.00	0.00	0.00	0.00	0.00	
WATER DISH	AAWD	1.00	127.14	0.00	0.00	0.00	127.14	
COOL GUARD FAN AND GUARD	AACGFK	1.00	205.71	0.00	0.00	0.00	205.71	
INBOUND SHIPPING AND HANDLING	FRT1	1.00	502.00	0.00	0.00	0.00	502.00	
Authorized								<b>3,608.60</b>
<b>HOT-N-POP SYSTEM - RAY ALLEN -</b>								
K9 DEPLOYMENT WITH HEAT ALERT	RAF3	1.00	1,399.99	0.00	0.00	0.00	1,399.99	
Authorized								<b>1,399.99</b>
<b>LABOR - -</b>								
LABOR	HO2000E	10.00	0.00	110.00	0.00	0.00	1,100.00	
Authorized								<b>1,100.00</b>
<b>MISCELLANEOUS - -</b>								
MISCELLANEOUS SUPPLIES	MISC	1.00	75.00	0.00	0.00	0.00	75.00	
FUSEHOLDER W/CAP 14G	RC09-014C	2.00	1.23	0.00	0.00	0.00	2.46	
Authorized								<b>77.46</b>

Quote Notes: QUOTE FOR K9 SPECIFIC PARTS THAT WOULD FIT IN A 2021 FORD INTERCEPTOR UTILITY

AA: 32280 (1/3-2/3)  
 AA: 31935 (FULL WALKTHROUGH)

Quote expires: 04/12/22

<b>Parts:</b>	<b>5,086.05</b>
<b>Labor:</b>	<b>1,100.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>6,186.05</b>
<b>Sales Tax:</b>	<b>0.00</b>

**Total: \$6,186.05**



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Date of Event 5-8-22

Start Time of Event 12:00 pm

Finish Time of Event 5:00 pm

Location of Event City Park

(CINCO DE MAYO CELEBRATION)

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

Streets or Alleys requesting to be closed

LINDEN AVENUE BETWEEN 13th & 12th
12th STREET BETWEEN LINDEN AVE
AND KINGWOOD.

Special Equipment BARRICADES TO BLOCK OFF STREETS
AND ALLEYS. TRASH CANS FROM PARK & REC

Organization CRETE CHAMBER OF Commerce

Responsible Party JACK COCHNAR EXECUTIVE DIRECTOR / CHAMBER

Address 1302 LINDEN AVE P.O. BOX 465 CRETE, NE 68333

Phone 402-826-2136

Signature of Responsible Party (Handwritten signature)

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

REQUIRED ATTACHMENTS:

- Diagram or print of location of event.
- If alcoholic liquor will be served, copy of SDL.
- If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

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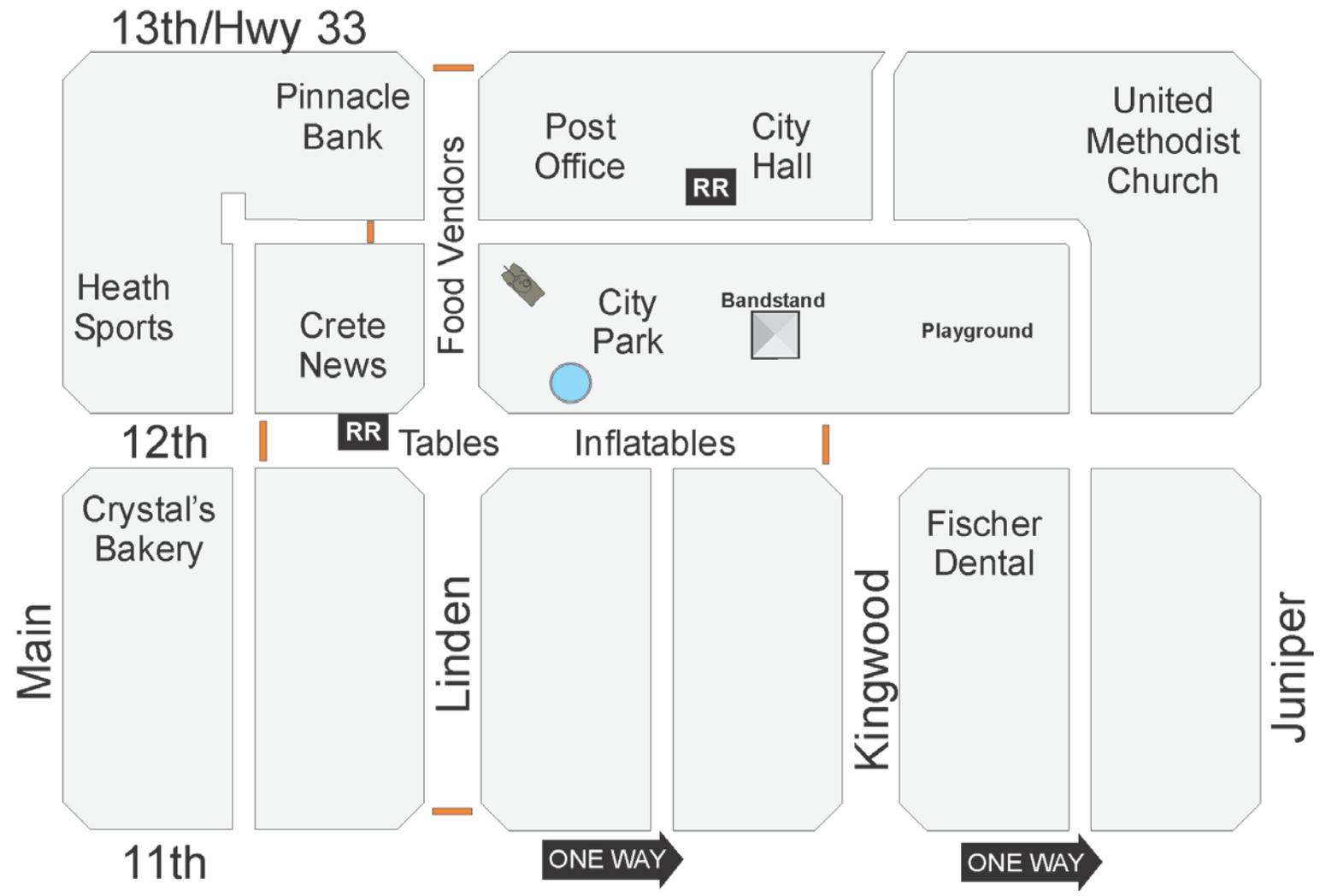
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- Copy of insurance covering event with City of Crete as named insured.

# Cinco de Mayo

Sunday, May 8, 2022





# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141	<b>CONTACT NAME:</b> David A Bauer <b>PHONE (A/C, No, Ext):</b> 402-826-5141 <b>E-MAIL ADDRESS:</b> daveb@bauerinsuranceinc.com	<b>FAX (A/C, No):</b> 402-826-4322
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Auto Owners Insurance		<b>NAIC #</b> 18988
<b>INSURED</b> Crete Chamber of Commerce PO Box 465 Crete, NE 68333			
<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>			

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			39997389	12/04/2021	12/04/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39108118	12/04/2021	12/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E L EACH ACCIDENT	\$ 100,000
							E L DISEASE - EA EMPLOYEE	\$ 100,000
							E L DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Crete is listed as an additional insured as required by contract.

<b>CERTIFICATE HOLDER</b>  City of Crete 223 E 13th Street Crete, NE 68333	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  