

**Public Safety Committee Meeting**  
**Tuesday, June 4, 2024 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. Consider the Access Agreement between the County of Seward and Crete Police Department

3.B. Consider the Crete Emergency Operations Plan

**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).

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE  
AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")**

among

**County of Seward**  
261 S 8<sup>th</sup> Street  
Seward, NE 68434

and

**Crete Police Department**  
1945 Forest Ave.  
Crete, NE 68333

and

**TriTech Software Systems, a CentralSquare Technologies, LLC company**  
1000 Business Center Drive  
Lake Mary, FL 32746

Whereas, **County of Seward ("Customer") and TriTech Software Systems, a CentralSquare Technologies, LLC company, as successor in interest to Zuercher Technologies ("TriTech")**, have entered into a certain Software License and Service Agreement dated March 19<sup>th</sup>, 2019 ("**Customer Agreement**");

and

Whereas, the **Crete Police Department ("Accessing Agency")** has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Accessing Agency shall be bound by the terms and conditions in the Zuercher Software License and Service Agreement- "Master Agreement", entered into on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, is hereby incorporated by reference as well as the 2019 Interlocal Agreement for cooperative public safety software, hardware, and related services by and among the counties of Bulter, Saline, Seward and York, and the cities of Seward and York.

Now therefore, the parties agree as follows:

1. Customer and TriTech grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.
2. TriTech and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at TriTech's or Customer's discretion.
3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, TriTech shall be under no obligation to the

Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at TriTech's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to TriTech.

4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of TriTech and will remain the sole property of TriTech. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the TriTech proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, TriTech has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. TriTech is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and TriTech of a definitive written software license agreement between TriTech and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. TriTech will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN TRITECH AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. TRITECH MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. TRITECH WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9. Accessing Agency shall indemnify, defend and hold harmless TriTech, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either TriTech resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10. Accessing Agency shall indemnify, defend and hold harmless Customer, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Customer resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness

or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

11. This Access Agreement will be governed by and construed under the laws of the State of Nebraska, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

12. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with TriTech for support services.

13. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, TriTech, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

**County of Seward, NE**

**TriTech Software Systems**

BY: Misty Annic  
PRINT NAME: Misty Annic  
PRINT TITLE: Chair person  
DATE SIGNED: 6/28/24

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

**Crete Police Department, NE**

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

CITY OF CRETE, NEBRASKA  
**EMERGENCY OPERATIONS PLAN**

*The City Emergency Operations Plan is for internal use only and does not enlarge an employee's civil liability in any way. This Plan should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party claims against employees. A violation of any part of this Plan, if proven, can only form the basis of a complaint by this City for non-judicial administrative action in accordance with the laws governing employee discipline.*

**I. POLICY.** The City of Crete has no internal emergency management organization but strives to work with the Saline County Management Agency coordinating plans and operations between City departments and with other governmental and non-governmental organizations to effectively mitigate, prepare for, respond to, and recover from incidents and prevent or limit loss of life, destruction of property, social disruption or economic loss.

**II. PURPOSE.** This Plan is intended to support and supplement the Saline County, Nebraska Local Emergency Operations Plan (LEOP), affix basic responsibilities and provide basic instructions to City departments and employees. This Plan does not limit or restrict the lawful authorities of the Mayor, City Council or appointed officials of the City. It is the intent of the Governing Body that those individuals and departments identified herein will be prepared and empowered to act within the scope of their authorities and duties in preparation for, response to, and recovery from an incident.

**III. EFFECTIVE DATE.** This Plan shall be in effect upon acceptance by the Crete City Council and will remain in effect until a subsequent revision is adopted, irrespective of previous or subsequent publications of the Saline County LEOP.

**IV. CHANGES.** Recommendations for changes to this Plan are to be forwarded to the Mayor through the City Administrator. The Governing Body will adopt changes at its discretion.

**V. DEFINITIONS.** For the purposes of this Plan, the following definitions apply:

A. Critical Infrastructure and Key Resources (CIKR): Components necessary for the health and welfare of the City's population.

B. Departments: Public Works, Volunteer Fire and Rescue, Library, Parks and Recreation, Police, Electric, Finance, and City Clerk.

C. Department Heads or Equivalents: Public Works Director, City Attorney, Fire Chief, Police Chief, Library Director, Parks and Recreation Director, Electric Line Superintendent, Human Resources Coordinator, Community Assistance Director, Finance Director, and City Clerk.

D. Emergency Operations Center (EOC): The physical location where coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

E. Incident: An occurrence, natural or manmade, that necessitates a response to protect life or property. In NIMS, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

F. Incident Command Post (ICP): The field location where the primary functions of incident command are performed. The ICP may be co-located with other incident facilities.

G. Incident Command System: A standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

H. Incident Commander (IC): The individual responsible for on-scene incident activities, including developing incident objectives and ordering and releasing resources. The IC has overall authority and responsibility for conducting incident operations.

I. Communications (Saline County Communications): The contracted emergency communications provider located within and managed by the Saline County Sheriff's Office.

J. Unified Command: An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions.

## VI. PLANNING FACTORS.

A. All-Hazards Approach. This Plan uses an "all-hazards" approach, which provides general direction regarding a wide range of incidents across the full spectrum of hazards to which Crete may be vulnerable.

B. Priorities. The priorities of all City employees during every phase of preparation, response, and recovery shall be to:

1. Save and protect life.
2. Stabilize the scene.
3. Protect property.
4. Limit social and economic disruption.

C. Governing Body. The Governing Body holds primary responsibility for the welfare of Crete during disaster operations regardless of methodologies or systems used to manage such an incident. The Mayor is responsible for those executive decisions necessary to prepare for, respond to or recover from an incident. The City Council formulates and adopts legislation to support disaster operations.

D. Continuity of Government. The City must continue to operate under the direction of a single elected official. If the Mayor becomes incapacitated, for any reason, succession of mayoral authority passes, by law, to the President of the City Council. If the President is also incapacitated, the remaining members of the Council will elect a new President and appoint temporary members, as needed, until a City-wide election may be held (City Code §1-105; §1-201 through §1-208).

E. City Administrator. The City Administrator, who answers to the Mayor, shall be responsible for the coordination of disaster operations within the City; this role includes direct authority over the Incident Commander (IC). The City Administrator shall also coordinate the City's support to other government entities experiencing disasters.

F. Department Heads. Department heads shall individually and collectively plan, prepare and coordinate the City's preparedness, response, and recovery efforts. Department heads are also responsible for ensuring their departments and individual employees are prepared to support this Plan to include training and equipping them.

G. Planning Meetings. At a minimum, the City Administrator and all department heads will meet once each year, as arranged by the Emergency Management Liaison Officer, to discuss training needs and opportunities, review this Plan, and prepare suggested changes for the Mayor's review.

H. Incident Management. The City has adopted concepts and principles of the National Incident Management System. This includes the Incident Command System (ICS). All City departments are to conform to these concepts and principles while conducting emergency planning, training, and response and recovery operations.

## VII. BASIC INCIDENT OPERATIONS.

A. Warning Phase.

1. City Government.

a. Alert. When alerted to a potential threat, Communications is to notify the City Administrator, Fire Chief, and Police Chief using the most expedient means available (e.g. radio or telephone). These officials (or their respective authorized representative[s]) are to reply acknowledging receipt of the alert. The City Administrator will notify the Mayor.

b. Action. Upon becoming aware of a threat, department heads and their employees are to follow this Plan and their supporting emergency procedures.

2. Public. Communications will use available technologies to alert the public as time and resources permit.

## B. Response.

1. Upon becoming aware of an incident affecting the City, employees are to contact their respective supervisor for additional information and/or work assignments. Employees will report to their primary workplace for incident-related duties as ordered. Department heads are to identify primary and secondary reporting locations for all employees within their respective plans.

2. Incident Command System (ICS).

### a. Directives.

1) The City will use, to the extent practical, all applicable ICS principles and work with Community and regional partners to effectively apply them across disciplines and jurisdictional boundaries.

2) The City Administrator and department heads are responsible for training and applying these principles among their subordinate supervisors and employees, between other departments, and among other governmental and Non-Governmental Organizations (NGOs).

### b. Incident Command.

1) The arrival of a first responder initiates the Incident Command System. The initial first responder is the Incident Commander (IC) and, until other arrangements are made, the location of the IC is the Incident Command Post (ICP).

2) Departments not holding primary responsibility for particular incidents shall support the lead department. The City recognizes and approves the use of a Unified Command when commanders from various jurisdictions or organizations operate together forming a single command structure. This enables institutions and agencies with different legal, geographic and functional responsibilities to coordinate, plan and interact more effectively while maintaining the integrity of each organization.

3) All City Government facilities, vehicles, manpower, and material resources are at the disposal of the IC (under the authority of the respective department head and the City Administrator) to best meet the needs of the City during an incident.

4) Command authority and responsibility is transferred to another person only when the outgoing IC has made a proper assumption of command brief to the incoming IC.

5) Unless otherwise assigned by the City Administrator, the IC shall be the senior representative of the department holding command and operational responsibility for an incident. Unless otherwise directed by the City Administrator, departments hold the following primary command and operational responsibilities:

Public Works Department	
Incident Command	Supporting Operational Tasks/Functions
<ul style="list-style-type: none"> <li>• Flood</li> <li>• Winter storm</li> </ul>	<ul style="list-style-type: none"> <li>• Utility restoration</li> <li>• Debris removal</li> <li>• Damage assessment</li> <li>• Searches for missing persons</li> <li>• Traffic control</li> <li>• Engineering</li> </ul>

Volunteer Fire and Rescue Department	
Incident Command	Supporting Operational Tasks/Functions
<ul style="list-style-type: none"> <li>• Severe weather (other than winter storm)</li> <li>• Fire or explosion</li> <li>• Hazardous Material (HAZMAT) release</li> </ul>	<ul style="list-style-type: none"> <li>• Search and rescue</li> <li>• Firefighting</li> <li>• Searches for missing persons</li> <li>• Limited public warning</li> <li>• Emergency medical aid</li> <li>• Traffic control</li> </ul>

Police Department	
Incident Command	Supporting Operational Tasks/Functions
<ul style="list-style-type: none"> <li>• Criminal acts (including bomb threat)</li> <li>• Active threat</li> <li>• Civil disturbance</li> <li>• Missing person</li> </ul>	<ul style="list-style-type: none"> <li>• Security</li> <li>• Traffic and crowd control</li> <li>• Limited public warning</li> <li>• Investigations</li> <li>• Searches</li> </ul>

6) When the scope or duration of an incident exceeds the resources available to the Public Works, Fire and Police Departments, the City Administrator or IC may choose to expand the structure, incorporating employees from other City departments who will fulfill additional roles within the ICS structure.

c. General Staff and Sections. Individuals are assigned positions, as outlined in this Plan; however, at the time of the incident, the City Administrator or IC may reassign individuals to positions which they believe the individual is best suited. All department-head level employees are to be prepared to fulfill primary roles within the General Staff, or as deputies, if not otherwise assigned within the ICS structure.

- 1) General Staff Positions.
  - a) Operations Section Chief.
  - b) Planning Section Chief.
  - c) Logistics Section Chief.
  - d) Administration and Finance Section Chief.
  - e) Intelligence Section Chief (If an Intelligence Section is assigned).

2) Sections. All departments and staff members are to be prepared to support ICS functions with representation in assigned sections under the respective Section Chief.

General Staff support of Crete City Departments	Public Works	Fire & Rescue	Police	Finance Director	City Clerk	Human Resources	Parks & Recreation	Library
Operations Section	X	X	X				X	
Planning Section	X	X	X					X
Logistics Section	X	X	X				X	
Finance and Administration Section				X	X	X		
Intelligence Section (If assigned)	X	X	X					

3) Composition and Responsibilities.

a) Operations Section Chief. The Operations Section Chief shall be from the department holding primary responsibility of the incident. The Operations Section is the largest of all sections. Therefore, the Operations Section Chief will be assisted by multiple representatives selected from all other City departments and other organizations providing aid to the City. The Operations Section will:

1 Manage tactical operations (including assignment, reassignment or release of resources [including those from outside sources]).

2 Establish Staging Area(s) to provide for the reception and support of unassigned personnel and equipment resources.

3 Emphasize safety of tactical operations.

4 Request additional resources from the IC or Logistics Section as needed.

b) Planning Section Chief. The Library Director will lead the Planning Section. The Library staff, along with one representative from the Fire Department, Public Works Department, and Police Department will comprise the Section. The Planning Section will:

1 Collect and manage all incident-related operational data.

2 Prepare the reoccurring Incident Action Plan (IAP).

3 Compile and display accurate and timely incident status information.

4 Establish information requirements and reporting schedules.

5 Report significant changes in incident status.

6 Develop a plan for Planning Section actions and fill Section supply and support needs.

7 Develop a demobilization plan.

c) Logistics Section Chief. A representative of the Public Works Department will be the Logistics Section Chief and will be assisted by one representative from the Fire Department, Public Works Department, and Police Department. If shelter operations are not initiated, the Parks and Recreation Department will support the Logistics Section. The Logistics Section will:

1 Manage all incident logistics to include the acquisition of all supply needs.

2 Coordinate contractual agreements with the Finance and Administration Section.

3 Provide all facilities, transportation, communications, supplies, equipment maintenance and fueling, food and medical services for incident personnel, and all off-incident resources.

4 Anticipate incident service and support requirements.

5 Request additional resources as directed/approved by IC.

6 Manage the demobilization of resources.

d) Finance and Administration Section Chief. The Finance Director will be the Finance and Administration Section Chief and will be assisted by the City Clerk, Human Resources Director, Purchasing Clerk, and other City employees, as determined by the IC or City Administrator. The Finance and Administration Section will:

- 1 Manage all financial and administrative aspects of an incident.
- 2 Provide financial and cost analysis information as requested.
- 3 Oversee compensation and claims functions related to the incident are addressed.
- 4 Develop a plan for Finance and Administration Section actions and fill Section supply and support needs.
- 5 Account for manpower, all purchases or rentals of needed supplies, materials, and equipment necessary for disaster operations.
- 6 Receive all equipment and material expenditures related to the incident from the Logistics Section and/or IC.
- 7 Record all agreements and contracts arranged by the City Administrator, IC, or Logistics Section Chief.

e) Intelligence Section Chief.\*

- 1 Collect pertinent operational information to possibly include but not be limited to: Risk assessments, medical surveillance, weather data, structural designs, contamination levels, public works data, crime reporting, etc. from a variety of sources.
- 2 Analyze collected information to identify usefulness to other ICS elements.
- 3 Appropriately share incident intelligence.

\* "Intelligence" responsibilities may be assigned to a Section Chief within the General Staff (as described above) when the incident is heavily influenced by intelligence factors or when there is a need to manage and/or analyze a large volume of sensitive information or intelligence. In other circumstances, responsibilities may be assigned to an Intelligence Officer in the Command Staff, an Intelligence Branch Director within the Operations Section. If not specifically assigned, all listed responsibilities shall be held by the Planning Section Chief or subordinate identified by the Planning Section Chief.

d. Command Staff. Individuals are assigned positions, as outlined in this Plan; however, at the time of the incident, the City Administrator or IC may reassign individuals to positions which they believe an individual is best suited. The City Administrator should identify and train employees he/she believes are best suited to perform primary roles within the Command Staff, or as deputies, if not otherwise pre-assigned within the ICS structure.

1) Command Staff Positions.

- a) Public Information Officer (PIO).
- b) Safety Officer.
- c) Liaison Officer.
- d) Information and Intelligence Officer (if assigned to the Command Staff [see above]).

2) Responsibilities.

- a) Public Information Officer (PIO) (As assigned by the City Administrator or IC) (LEOP – Annex D). The PIO manages the dissemination of public information. The PIO is to:

- 1 Provide and receive timely and accurate information from the City Administrator and IC.
- 2 Release emergency directions and information to media (e.g. radio and television stations, regional newspapers, and social media platforms).
- 3 Provide emergency directions and information to Communications for immediate release over government radio frequencies.
- 4 After coordinating with the City Administrator and IC, prepare and deliver timely and accurate press releases and public statements.
- 5 Attend briefings at the EOC and inform the City Administrator and IC of any problems.
- 6 Arrange press briefings for the Mayor, City Administrator and IC, at their discretion.
- 7 Lead or participate in a Joint Information Center (JIC), at the discretion of the IC.
- 8 Organize, supervise and maintain contact with Public Information Staff to:
  - a Receive public inquiries and provide accurate information to minimize rumors.
  - b Coordinate press briefings (e.g. appropriate location, scheduling, communications, day and time, etc.).
  - c Maintain situational awareness with a liaison to the CP/EOC.
  - d Serve as the contact point through which the media will gain access to public officials, if required.
  - e Does not make public appearances or answer real-time questions, defers to Mayor, City Administrator, or IC.

b) Safety Officer (SO). The SO (As assigned by the City Administrator or IC) enhances safety by coordinating safety measures with and between responding organizations. These organizations do not lose their respective authorities and/or responsibilities to act in a safe manner or mitigate unsafe acts. The SO is to:

- 1 Monitor and assess conditions and incident operations.
- 2 Advise the IC on all matters relating to operational safety, including the health and safety of emergency responders.
- 3 With the General and Command Staffs, oversee the preparation and implementation of the Incident Safety Plan.
- 4 Implement measures to promote emergency responder safety.
- 5 Stop unsafe acts when observed and prevent unsafe acts during incident operations.

c) Liaison Officer (LO). The LO (As assigned by the City Administrator or IC) is the IC's point of contact for representatives of other governmental agencies, Non-Governmental Organizations (NGOs) and others. The LO is to:

- 1 Create and maintain a list of assisting and cooperating agencies (including primary and secondary contacts [with contact information]).

2 Monitor and assess conditions and incident operations for current and potential inter-agency problems.

3 Advise the IC on all matters relating to inter-agency issues.

4 Provide the Planning and Logistics Sections agency-specific demobilization information and requirements.

e. Incident Command Post (ICP). An ICP provides an on-site location from which City leaders share information, coordinate actions, and provide direction. The IC will identify and re-locate (as may be necessary) to a location best suited for this purpose. The senior member of supporting departments will remain at the ICP with the IC and communicate with other members of their respective departments by radio or telephone until an ICS structure is formed. The ICP must maintain communications with Saline County Communications.

f. City Emergency Operations Center (EOC) Support. The EOC supports emergency operations by providing the infrastructure necessary to manage large-scale and/or long duration incidents. The City EOC is located in the Library Community Room.

1) Preparation and Activation. The Police Chief and Library Director, assisted by Information Technology (IT), shall be responsible for planning, preparing, and activating the EOC at the direction of the Mayor, the City Administrator or IC.

2) Organization. Supporting elements within the EOC will be aligned along the same structure as the General Staff (Operations, Planning, Logistics, and Finance and Administration) and Command Staff.

#### VIII. GOVERNING BODY RESPONSIBILITIES.

##### A. Mayor and City Council (LEOP - Annex A).

1. Adopt and approve changes to this Plan.
2. Establish law and/or policy to effectively mitigate, prepare for, respond to, and recover from an incident.
3. Acquire and allocate funding.
4. Declare a City emergency.
5. Exercise emergency powers related to:
  - a. Curfews.
  - b. Evacuations.
  - c. Price restrictions.
  - d. Standards for contractors and craftsmen.
  - e. Temporary waivers for land use.
  - f. Shelters.
  - g. Request County assistance, etc.

B. Mayor. The Mayor is the chief executive of the Crete City Government. As such, the Mayor retains overall responsibility for the City's disaster response and recovery operations. As adopted through this Plan and under the ICS framework, the Incident Commander (IC), at the direction of the City Administrator and the Mayor, has the authority to direct and control incident operations. The responsibilities of the Mayor may include, but are not limited to:

1. Retain direct oversight of the City Administrator, IC and City operations.
2. Call emergency session(s) of the City Council.

3. Coordinate actions with City Council members and the Mayor's special staff.
4. Establish and lead a City Policy Group, as desired.
5. Monitor use of City resources and resource acquisition.
6. Coordinate directly with County and State elected officials.

C. President of the City Council. In the event that there is a vacancy in the office of Mayor, or in the event the Mayor is absent or unable to fulfill the duties and obligations of his office, the President of the Council shall exercise the powers and duties of the office until the vacancy shall be filled, such disability is removed, or in the case of temporary absence, until the Mayor returns (City Code §1-201).

IX. CITY ADMINISTRATOR RESPONSIBILITIES. At the onset of any incident, the City Administrator will receive a consolidated report of damage to City vehicles, equipment and facilities from the City Administrator's Administrative Assistant. With this information, the City Administrator will assess the City's capabilities to respond effectively. The City Administrator will retain operational authority over the Incident Commander (IC) and perform other duties as required by the Mayor.

- A. Activate the EOC to support the IC and/or City operations.
- B. Assign additional duties to City employees.
- C. Recommend to the City Council the emergency hiring of additional City employees, as he/she deems appropriate.

X. DEPARTMENT RESPONSIBILITIES. With available resources and in accordance with the directives of the City Administrator and/or the IC, departments are responsible to provide support to City operations and perform the tasks listed herein during an incident.

A. General.

1. Activities listed for each department may not be applied to every incident nor is this list all-inclusive. City employees, at the direction of the Mayor, City Administrator, IC or respective department head, may be directed to perform other duties in support of the City's emergency operations.
2. The task assignments in this Plan are written in general terms and purposely do not dictate how the IC, department heads, managers, or supervisors will accomplish each task.
3. Department heads are to develop guidelines and conduct training to prepare their employees to perform directed and anticipated tasks. Department heads are also to prepare employees to lead or support specific operations during an incident.

B. Police Department - Police Chief (LEOP - Annex H).

1. Safely inspect Police Department facilities, vehicles, and equipment; report damage to the City Administrator's Administrative Assistant.
2. Assume IC of criminal acts, bomb threats, missing persons or civil disturbances.
3. As necessary, recall off-duty personnel and call for mutual aid from the Saline County Sheriff's Office and other law enforcement agencies.
4. Within limited available resources and as may be practical, use mobile public address systems or face-to-face contact to warn residents of a localized threat.

5. Coordinate law enforcement operations with the Saline County Sheriff and other law enforcement agencies.
6. Provide the Building Inspector with an initial damage assessment as may be practical.
7. With Public Works, identify emergency and/or evacuation routes inside the City.
8. As necessary, establish traffic control points to facilitate traffic flow. As directed, establish security checkpoints to isolate Crete.
9. Coordinate with Public Works for needed barricades, signs, cones, and flags for traffic control.
10. On order, and with the assistance of other City departments, coordinate evacuations to selected emergency shelters by routes designated by the Public Works Department.
11. Coordinate with ICP/EOC for special needs transportation out of the evacuation area.
12. Coordinate with the ICP/EOC to select assembly points and exercise surveillance over assembly points used to transport people out of the evacuation area.
13. Coordinate traffic and crowd control in and around the disaster area
14. Secure the incident area, as practical.
  - a. Provide extra patrol to critical public facilities.
  - b. Establish security posts at emergency shelters.
15. Limit re-entry into damaged or contaminated buildings.
16. Capture, confine or kill stray animals according to law.
17. With approval of the City Administrator (as permitted by Civil Service emergency hiring procedures), coordinate emergency hire and training of additional personnel.
18. Assign personnel to fulfill roles within the ICS structure, as determined by the IC.
19. Designate and maintain lines of succession in the absence of the Police Chief.
20. Be prepared to establish a rudimentary emergency radio communications site at the police station at the direction of the City Administrator or IC.

C. Communications – Coordinated by the Crete Police Chief through the Saline County Sheriff (LEOP - Annex B).

1. Assess and maintain emergency communications capabilities and maintain lines of communication with the Crete Police and Crete Fire Departments and the Nebraska State Patrol.
2. Maintain current alert roster for key City personnel.
3. Maintain current contact information for industry, businesses, Crete Public Schools, Saint James School, Doane University, and the Crete Area Medical Center.
4. Provide public warning using sirens and/or other available technologies.
5. Monitor and disseminate weather watches, warnings and advisories.
6. Coordinate emergency radio traffic.

7. Request additional assistance according to Communications procedures.

8. Be prepared to relocate and provide emergency communications from an alternate location, as determined by the Saline County Sheriff and in accordance with Communications procedures, if the primary center is damaged or otherwise inaccessible or inoperable.

D. Fire Department - Fire Chief (LEOP - Annex F).

1. Safely inspect Fire Department facilities, vehicles, and equipment; report damage to the City Administrator's Administrative Assistant.

2. Assume command of fires or explosions, severe weather incidents (other than winter storm) or Hazardous Material (HAZMAT) incidents.

3. Minimize threat to the public from a HAZMAT incident.

4. Provide initial radiological detection/monitoring at radiological incidents.

5. As necessary, notify Beatrice Fire Department for HAZMAT support.

6. Coordinate search and rescue operations with the Police Department.

7. Provide back-up equipment for pumping water.

8. Assist the Police Department with:

- a. Searches for missing persons.
- b. Traffic control.
- c. Public warning.
- d. Perimeter security of the disaster area.

9. As necessary, implement mutual aid agreements with other jurisdictions.

10. As determined by the IC, assign personnel to fulfill roles within the ICS structure.

11. Establish and maintain lines of succession in the absence of the Fire Chief.

12. Be prepared to establish a rudimentary emergency radio communications site at the fire station at the direction of the City Administrator or IC.

13. Be prepared to establish an alternate City Emergency Operations Center (EOC) at the fire station if the Library Community Room is damaged or otherwise inaccessible or inoperable.

E. Emergency Medical Services - Fire Chief (LEOP - Annex G).

1. Safely inspect Emergency Medical vehicles, and equipment; report damage to the City Administrator's Administrative Assistant.

2. As necessary, conduct triage operations.

3. Operate emergency medical units to provide emergency treatment to injured personnel at the scene.

4. Transport injured to the hospital and dead to funeral home (or temporary morgue); coordinate with Public Works or Police Department for open routes to the hospital.

5. As necessary, request mutual aid from other jurisdictions.

6. Attend briefings at the EOC and inform the City Administrator and IC of any problems.

7. Continue emergency medical services for the remainder of the City.
8. As determined by the IC, assign personnel to fulfill roles within the ICS structure.
9. Establish and maintain lines of succession in the absence of the Fire Chief.

F. Public Works – Public Works Director (LEOP - Annex K). The Public Works Director is responsible for: The Cemetery, Street, Power Plant, Refuse Transfer Station, Water, and Waste Water. The Public Works Director is to establish lines of succession in his/her absence and assign personnel to fulfill roles within the ICS structure, as determined by the City Administrator or IC. The Public Works Director (or designee[s]) is to safely inspect Public Works facilities, vehicles, and equipment; report damage to the City Administrator's Administrative Assistant.

1. Street – Street Supervisor.

- a. Safely inspect the street network and cemeteries and report damage to the Public Works Director.
- b. Safely inspect Street Department facilities, vehicles, and equipment; report damage to the Public Works Director (or designee).
- c. With the approval of the Public Works Director, request mutual aid.
- d. Once identified, clear and mark emergency and evacuation routes.
- e. Establish priorities, plan the clearing of other City streets, and execute the plan.
- f. Close streets to include transporting/erecting barricades, signs, and flags at traffic control points identified by the Police Department.
- g. Clear debris from public areas.
- h. Clear debris from private property if it is necessary for rescue operations or when directed by the City Administrator.
- i. Post traffic directional signs, as needed, particularly for evacuation.
- j. Perform priority repairs to streets.
- k. Repair storm sewers.
- l. Provide emergency repair and maintenance of vehicles and equipment during disaster operations.
- m. Coordinate sandbagging operations for public buildings/entities in preparation for or during a flood incident.
- n. Assist with the removal and disposal of disaster debris.
- o. As necessary, establish additional temporary tree burning areas.
- p. As assigned determined by the IC, furnish heavy equipment and personnel in support of other City departments.

2. Power Plant Superintendent.

- a. Safely inspect the power plant and related equipment; report all damage to the Public Works Director.

- b. Coordinate with the Public Works Director and vendors to secure a temporary source of electricity should the City need it to restore utility service.
- c. Coordinate the acquisition of emergency power generators with the Public Works Director and Logistics Section.
- d. Coordinate with the Public Works Director to arrange mutual aid per agreements in place with other NMPP and MEAN members.
- e. Report to the Public Works Director for follow-on assignment.

### 3. Refuse Transfer Station.

- a. Establish debris collection point(s) as approved by the Public Works Director.
- b. The Public Works Director will primarily be responsible for coordinating disposal of disaster debris and will work with the Street Department in accomplishing this function.
- c. As approved, meet the demand for greater disposal operations by any of the following:
  - 1) Extending hours as needed for debris disposal;
  - 2) Prepare and execute a debris disposal plan;
  - 3) Affix signs or position guides in landfill area to organize disposal efforts;
  - 4) Permit normally unauthorized items to be deposited (to the extent practical) at the landfill and/or find alternatives for the disposal of unauthorized items.
  - 5) Maintain "salvage depot" for unclaimed damaged property that has been removed from public or private property.
  - 6) Coordinate the approval of burning site(s) with the Governing Body.
- d. Report to the Public Works Director for follow-on assignment.

### 4. Water Superintendent.

- a. Safely inspect Water Department facilities, vehicles, and equipment; report damage to the Public Works Director (or designee).
- b. Safely inspect the water system, including wells and fire hydrants; report damage to the Public Works Director (or designee).
- c. With the approval of the Public Works Director, request mutual aid.
- d. Advise the Public Works Director of the water system status.
- e. Maintain water pressure and uncontaminated supply of water.
- f. Be prepared to isolate the water system when and where there is a possibility of contamination from a hazardous materials spill.
- g. Repair water tower and/or mains, as prioritized; isolate ruptured or damaged mains until repairs can be made.

h. Coordinate water testing with the State Health and Human Services System.

i. Provide potable emergency water supply.

1) With the approval of the Public Works Director and in coordination with the Logistics Section, locate suitable containers and fill with uncontaminated water.

2) As directed, prepare and execute a water distribution plan.

5. Waste Water Supervisor.

a. Safely inspect Waste Water Department facilities, vehicles, and equipment; report damage to the Public Works Director.

b. Safely inspect waste water system, including wells and fire hydrants, and report damage to the Public Works Director (or designee).

c. With the approval of the Public Works Director, request mutual aid.

d. Maintain sanitary sewer operations.

e. Be prepared to isolate in-flow if the incident involves a hazardous materials spill into the waste system.

G. Electric Line Superintendent.

1. Safely inspect Electric Department facilities, vehicles, and equipment and report damage to the Public Works Director (or designee).

2. Safely inspect electric network and report damage to the Public Works Director (or designee).

3. With the approval of the Public Works Director, request mutual aid.

4. De-energize downed power lines.

5. Prioritize and restore power according to plans approved by the Public Works Director.

6. In coordination with the Building Inspector, safely inspect the electric systems of damaged public buildings.

7. As directed, provide emergency lighting.

H. Parks and Recreation.

1. Parks and Recreation Director.

a. Safely inspect the Main Street Community Center; report damage to the City Administrator's Administrative Assistant.

b. Maintain the Main Street Community Center for City use during an incident.

c. Emergency Shelters.

1) Coordinate with IC or Planning Section and volunteer service NGOs such as the American Red Cross and Salvation Army regarding the necessity and selection of temporary emergency shelters and assembly points for transportation to emergency shelters.

2) Obtain and maintain relevant statistics of shelter use from the shelter managers of such organizations and apprise IC of shelter operations.

d. If emergency shelter(s) are not used, report to the City Administrator for follow-on assignment(s).

2. Parks Maintenance Supervisor.

a. Safely inspect all parks, to include recreational facilities, vehicles, and equipment owned or operated by the City; report damage to the Public Works Director (or designee).

b. Report to the Public Works Director for follow-on assignment(s).

I. Finance Director.

1. Perform the role of Finance and Administration Section Chief.

2. Receive and process incident invoices from the City Administrator, IC, or Logistics Section Chief.

3. Consolidate and maintain records of incident-related expenditures in collaboration with other Section Chiefs and Department Heads.

a. Labor (regular and overtime).

b. Equipment.

c. Materials (to include parts and supplies used from the City's inventory).

d. Any contractual agreements/costs related to the incident.

4. Upon request, provide incident-related financial summaries and statistics.

5. Provide direction to the Purchasing Clerk.

J. City Clerk.

1. Perform the role of Finance and Administration Section Chief in the absence of the Finance Director.

2. Receive and process incident invoices from the City Administrator, IC, or Logistics Section Chief.

3. Witness and record disaster declarations and other incident resolutions made by the Governing Body.

4. Maintain and secure incident-related records.

5. In conjunction with the Planning Section Chief, Finance and Administration Section Chief, and City Administrator, and in coordination with the Saline County Emergency Manager, prepare necessary documentation required for state and federal disaster assistance applications.

6. Request mutual aid, as necessary and as approved by the City Administrator, through the Nebraska Municipal Clerk's Association.

7. Upon request, provide incident-related financial summaries and statistics.

K. Human Resources Coordinator.

1. Perform as a member of the Finance and Administration Section.

2. Prepare and maintain incident-related records of City labor expenses (regular and overtime hours).

3. Prepare and maintain incident-related records of human resources from other jurisdictions providing assistance to Crete.

L. Library – Library Director. The Library will form the core of the Planning Section.

1. Safely inspect the Library facility and equipment; report damage to the City Administrator's Administrative Assistant.
2. Perform the role of Planning Section Chief.
3. With the Library staff, perform functions of the Planning Section.
4. Be prepared to close public access to the Library facility until directed by the City Administrator.
5. The Library facility (including tornado shelter) will remain available for City government use, as determined by the City Administrator.

M. Community Assistance Director. Report to the City Administrator for assignment(s).

N. Airport Manager.

1. Safely inspect the Airport facilities and equipment; report damage to the Public Works Administrative Assistant.
2. Report to the City Administrator for follow-on assignment(s).

#### XI. SPECIAL STAFF RESPONSIBILITIES.

A. City Attorney.

1. Provide emergency legal counsel to city officials regarding:
  - a. Curfews.
  - b. Price restrictions.
  - c. Standards for contractors and craftsmen.
  - d. Temporary waivers for land use, etc.
2. Draft emergency legislation.
3. Provide assistance in preparing and negotiating contracts between the City and vendors for response and recovery services and support.
4. Perform other related legal duties as may be required by the Mayor and City Administrator.
5. Assist the IC and General and Command Staffs with legal issues as required by the City Administrator or IC.

B. Emergency Management Liaison Officer.

1. Preparation.
  - a. Schedule and conduct Plan reviews with other City officials and consolidate and submit recommended Plan changes to the Mayor through the City Administrator.
  - b. Upon request, assist department heads in coordinating training for their respective departments.

c. Coordinate City-wide training with the Saline County Emergency Management Agency, City elected officials, and department heads.

2. Response and Recovery. The Liaison Officer may advise the Mayor and City Administrator regarding disaster operations but has no command authority over disaster operations (This is a function retained by the Mayor, City Administrator, and IC). Other duties may include but are not limited to:

a. Manage the EOC (when activated).

b. Advise the City Administrator and/or IC as to who may be needed on the EOC Staff and what materials or processes are required to facilitate EOC operations and internal support.

c. Coordinate EOC activities and act as a liaison with the Saline County Emergency Management Agency.

d. Assist the City Administrator and IC consolidating operational incident records and preparing after action reports.

#### C. Information Technology (IT).

1. Information Technology Director.

a. Safely inspect the City's IT and communications infrastructure and report damage to the City Administrator's Administrative Assistant.

b. Take immediate action to restore IT and communications services, to the extent practical.

c. Make plans to mitigate or prevent future damage to IT and communications infrastructure and be prepared to execute such plans.

d. Report to the City Administrator for assignment(s).

2. GIS/IT Technician. Perform duties, as needed, in support of IT activities.

#### D. Building Inspection - Building Inspector (LEOP - Annex C).

1. Safely inspect City Hall, facilities, vehicles, and equipment; report damage to the City Administrator's Administrative Assistant.

2. Coordinate with the Saline County Assessor to aid in the implementation of the County Damage Assessment Plan in the City.

a. Priorities:

1) Life safety issues.

2) Critical Infrastructure and Key Resources (CIKR):

a) Public Services.

b) Transportation Systems.

c) Lifeline Systems (e.g. potable water, wastewater, natural gas, electric power, communication, etc.).

3) Residences, businesses, and industries.

b. Immediately report life safety issues (e.g., fires, live power lines, leaking chemicals or gas, wild or vicious animals, etc.) to the ICP.

- c. Immediately report to the ICP any situation that may reasonably become a life safety issue if not resolved (e.g. a lack of food, water, sanitation or shelter, etc.).
  - d. Identify types, locations and estimated dollar loss of incident-related damage.
  - e. Document related damage by photograph and written record.
3. Issue temporary occupancy permits, as lawful and necessary, for temporary housing.
  4. In coordination with the City Attorney, and with the approval of the City Administrator, prepare demolition orders for all condemned unsafe structures and provide assistance in the coordination of demolition work.
  5. During restoration efforts, ensure construction is in compliance with the City's master development plan and local codes.
  6. Through approval of the City Administrator, coordinate the restoration of damaged public facilities.
  7. Act as the point of contact to identify and register insurance adjusters, contractors, service technicians, and other vendors.
  8. Coordinate with the Police Department to arrange access for registered insurance adjusters, contractors, service technicians, and other vendors.
  9. With the approval of the City Administrator and the assistance of the City Attorney, contract for needed structural engineering services.
  10. Coordinate with the department heads and the City Administrator for in-depth safety inspections of City-owned facilities damaged during the disaster.
  11. For record purposes, coordinate the photographing of damaged structures and debris piles before disposal.
- E. Media Specialist. Report to the City Administrator for assignment(s).
- F. Economic Development Coordinator. Report to the City Administrator for assignment(s).
- G. Grant Writer. Report to the City Administrator for assignment(s).
- H. City Administrator's Administrative Assistant(s).
1. Administrative Assistants will be the Public Works Office Manager, and Assistant Office Manager depending on size and scope of the incident.
  2. Receive and consolidate reports of damage to government facilities, vehicles, and equipment from all department heads and submit to the City Administrator.
  3. Report to the City Administrator for follow-on assignment(s).

This revised Emergency Plan was adopted by resolution of the Crete City Council on \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Nancy Tellez  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Bauer  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dale Strehle  
Council President

\_\_\_\_\_  
Date