

Public Safety Committee Meeting
Tuesday, February 4, 2025 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 Emergency Dispatch Services Interlocal Agreement

3.B. Consider the CAMC Back up Paramedic Agreement

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.

**EMERGENCY DISPATCH SERVICES
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2025, by and between Saline County, Nebraska, a body corporate and politic, hereinafter referred to as “Saline County”, and the City of Crete, Nebraska, a Municipal Corporation, hereinafter referred to as “Crete”.

WITNESSETH:

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

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

WHEREAS, Saline County operates and maintains a 911 System for Saline County for the telephone exchanges also known as Saline County 911 System; and

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

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

1. Term. The term of this Agreement shall begin on March 1, 2025 and end on February 28, 2027. This Agreement shall automatically renew for additional two year terms, hereinafter, unless either Party gives notice of termination as outlined in Section 9 below.

2. Enhanced 911 System, Radio Dispatch System, and Computer Aided Dispatch (CAD), Records Management System (RMS) and Mobile (systems contained in field unit vehicles). Saline County agrees to operate and maintain primary Enhanced 911 and radio dispatch systems at 911 S Main St, Wilber, NE 68465 (“Center”) and to arrange redundant off-site capabilities. Saline County will also operate CAD and allow Crete access to the information through the Mobile Application. Crete will maintain its own licenses for Central Square Suite RMS and Central Square Mobile. Saline County agrees to utilize these systems to monitor, record, document and receive emergency and non-emergency calls for service originating from Crete’s telephone exchanges. Saline County agrees to dispatch appropriate personnel from the Crete Police Department, the Crete Volunteer Fire and Rescue Department, and/or emergency medical services that are located within the corporate limits of Crete and

further agrees to maintain associated records and recordings. Saline County agrees to notify other agencies outside of the corporate City limits of Crete (e.g. law enforcement, medical, fire, emergency management and other mutual aid services) as requested.

Crete shall provide at its cost all necessary receiving radio towers and radio equipment for personnel and volunteers in the direct employ or under the direct supervision of Crete, including portable and mobile radios, mobile data computers and pager units, in order for Crete personnel to communicate with the Center. It is understood by Crete that periodic upgrades of such equipment will be necessary in order for such equipment to be compatible with the systems within the Center. It is understood by both parties that the radio traffic from dispatch, fire, and law enforcement shall not be rebroadcast on applications, radios or computers without the consent of both the Saline County Sheriff and City Administrator.

Each agency is to maintain an inventory list to be reviewed and updated annually. Any equipment additions or upgrades would initially be presented to both agencies for discussion to be included in the County's future planning.

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

4. Other Services. Saline County shall also:

- (a) Receive and process telephone calls transferred from Crete via administrative lines.
- (b) Make the NCIC/NCIS service located at the Center available to Crete law enforcement officials so long as the requirements for access to this service are complied with.
- (c) Activate Crete's tornado sirens during monthly tests and when tornado warnings are warranted.
- (d) Inform Crete Police Department and/or Crete Volunteer Fire and Rescue Department command officer(s) of significant incidents, pursuant to mutually agreed upon procedures.
- (e) Conduct pager testing pursuant to mutually agreed upon procedures.
- (f) Page members of the Crete Volunteer Fire and Rescue Department and ambulance attendants for the Crete Transfer Ambulance.
- (g) Provide Crete with available copies of audio recordings of radio and telephone communications upon request.
- (h) Permit Crete to interface with Saline County's RMS (Currently Central Square Suite) and Central Square Mobile through appropriate permissions and mutually agreed upon procedures. Crete will grant the same permissions to Saline County.
- (i) Crete will maintain its own licensing for Central Square RMS and Mobile.

5. Crete Fee. Crete agrees to pay the following amounts for services described in Paragraphs 2 and 3:

(a) Crete agrees to pay a fee to Saline County for the period beginning on April 1, 2025 of \$62,500.00, to be paid in two installments of \$31,250 on or before April 1, and July 1, 2025.

(b) After Crete parts with Southeast 911 on September 30, 2025, Crete agrees to pay the annual sum of \$200,000 to Saline County for services outlined in this agreement. This sum will be paid in quarterly installments of \$50,000 on or before October 1st, January 1st, April 1st and July 1st. Upon renewal either party can request to negotiate a new annual fee.

(c) If at the end of two years, the parties decide to terminate this agreement, Crete agrees to pay an additional Two Hundred Thousand Dollars (\$200,000) to reimburse Saline County for costs incurred in the agreement.

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

7. Procedures. Having direct managerial control of the Center, the Saline County Sheriff shall establish policies and procedures for dispatch services and oversee personnel employed within the Center, with consideration given to recommendations of the Crete Police Chief and City Administrator. The Saline County Sheriff shall provide written notice of changes which will impact the operation of the City's systems.

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

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

Attest:

SALINE COUNTY, NEBRASKA

County Clerk

Saline County Commissioner Chair

City of Crete, Nebraska

City Clerk

Mayor, Crete, Nebraska

PARAMEDIC BACK-UP SERVICES AGREEMENT

This **Paramedic Services Agreement** (“Agreement”) is by and between Crete Area Medical Center (the “Hospital”), a Nebraska nonprofit corporation located in Crete, Nebraska, and the city of Crete, Nebraska (“City”).

RECITALS

WHEREAS, Hospital employs paramedics qualified to provide ALS services;

WHEREAS, as a benefit to the Crete community, Hospital and City have agreed to cooperate in providing the staffing necessary to provide ALS services as needed by the community;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein and within the parameters of the Paramedic Transfer Service Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. **Responsibilities of Hospital.** Hospital shall employ paramedics to be available as needed for ALS emergency services under this Agreement and the ALS transfer agreement. As employees of Hospital, Hospital will be responsible to pay the paramedic’s compensation, provide benefits, pay the cost of employment-related taxes, workers’ compensation coverage, and provide professional liability insurance in the amounts specified in Paragraph 7.
 - 1.1. The Hospital paramedic shall assist City, with ALS emergencies when called by the ranking officer or incident commander on scene.
 - 1.2. The Hospital shall provide all controlled medications that will be used by their paramedics for on scene response.
 - 1.3. Notification to City. Hospital shall keep City advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Hospital’s obligations under this Agreement. Hospital agrees to meet with City on an as needed basis to review such policies, procedures, and activities. In the event that Hospital policy substantially changes so as to undermine or fundamentally alter the ALS services and availability, it shall be assumed that this Agreement will be void and shall require renegotiation amongst the parties.
2. **Responsibilities of City.** City shall furnish the ambulance, fuel, and all Basic Life Support equipment and supplies to enable the paramedics provided by Hospital to perform their responsibilities under this Agreement. All personnel provided by City shall be volunteers or employees of City. City shall be responsible to pay any compensation, benefits, employment-related taxes, and workers' compensation coverage to its employees or volunteers. City shall be responsible for general commercial liability and professional liability insurance for City and the volunteers/employees of City in the amounts specified in Paragraph 7.
 - 2.1. Requesting Back-up. The ranking officer or incident commander on the scene of a call can contact the hospital to request Paramedic back-up when they determine the services are necessary.

- 2.2. Patient Valuables. City shall document the receipt of any patient valuables, shall assure custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility.
- 2.3. Hospital Notification. City shall keep Hospital advised of its policies, procedures and activities to the extent the same are relevant to the performance of City's obligations under this Agreement. The City agrees to meet with Hospital on an as needed basis to review such policies, procedures, and activities.
3. **General Conditions.** The following general conditions govern the parties' performance under this Agreement:
 - 3.1. Records. All records of City are the responsibility and property of City, including responsibility for assuring that all records are complete and accurate as required by law and for Medicare or other third-party reimbursement. The parties acknowledge that the paramedic furnished by Hospital hereunder will complete an e-NARSIS form for each call they are requested to attend.
 - 3.2. Certifications and Licenses. City and the Hospital shall maintain all certifications and licenses required by state or local governmental authorities in the state of Nebraska.
 - 3.3. Confidentiality and Privacy. The parties agree to maintain the confidentiality of patient information and clinical records in accordance with applicable policy and governing law. This shall include, without limitation, adhering to policies and procedures adopted by Hospital to comply with final rules under the Health Insurance Portability and Accountability Act ("HIPAA") governing the privacy, security, and use of protected health information.
 - 3.4. Compliance. The parties agree to comply with all applicable federal and state regulations, including, but not limited to, the requirements of the federal fraud and abuse statute, codified at 42 U.S.C. § 1320a-7b, as amended, and relevant regulations thereto. If applicable to this Agreement, Hospital agrees to make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any other duly authorized representative, the contracts, books, shall maintain all documents and records that are necessary to certify the nature and extent of the cost associated with this Agreement for a period of four (4) years from completion of all services provided under this Agreement, pursuant to Section 1861 (v)(1)(I) of the Social Security Act.
 - 3.5. Qualifications of Personnel. All personnel employed by Hospital or City that perform under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. City. Hospital and City agree to furnish reasonable proof of such qualifications upon request.

- 3.6. **Review.** The obligations under this Agreement may be reviewed every two (2) years starting September 30, 2026.
4. **Compensation.** Hospital Paramedics called for back-up shall be compensated at the rate of \$45 per hour for the time they spend on the call rounded to the nearest 1/4-hour increment from the time they leave hospital until they return to hospital grounds.
- 4.1. To receive compensation, hospital shall submit a monthly, detailed invoice by the 5th of each month. The detailed invoice shall include individual dates of request for back up, time of call, and length of time spent on the call, rounded to the closest 1/4 hour.
- 4.2. City shall pay all invoices by the 25th of each month so long as the detailed invoice is submitted by the 5th of each month.
5. **Billing.** City shall have the sole right and sole responsibility to bill the patient, insurer and/or other third-party payor for all services provided pursuant to this Agreement. Hospital shall not bill any patient or third party for any services rendered under this Agreement.
- 5.1. Each party hereby agrees:
- a. To share all patient care and billing information necessary to submit Medicare insurance, and other claims, including patient care reports and billing slips;
- b. To use its best efforts to obtain information not in its possession or control which may be material to the other party's billing determinations; and
- c. To notify the other within thirty (30) days of receipt of any request for information or documents related to services provided hereunder from a patient, the Centers for Medicare & Medicaid Services or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the parties billing and patient care practices.
6. **Term and Termination.** The term of this Agreement shall be roughly twenty (20) months, commencing February 4, 2025 and terminating September 30, 2026. This agreement shall be automatically renewed for successive one-year renewal terms thereafter, unless terminated as provided below. Notwithstanding the stated term, this Agreement may be terminated as follows:
- 6.1. **Without Cause.** By either party, without cause and without penalty, upon giving not less than thirty (30) days' prior written notice to the other party, specifying the effective date of termination; or
- 6.2. **Supervening Law.** By either party upon not less than ten (10) days' prior written notice to the other party specifying the date on which termination will become effective in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, or any opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice; or

- 6.3. **With Cause.** By either party in the event of breach by the other party, upon giving the other party not less than ten (10) days' prior notice of termination in writing specifying the alleged breach and the date on which termination will be effective; provided that, in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice.
7. **Professional Liability Insurance.** Each party shall maintain professional liability insurance coverage with minimum limits of \$1,000,000 per claim, and \$3,000,000 annual aggregate. If a party is unable to maintain professional liability insurance with such minimum limits, the party shall immediately notify the other party. If, at any time after termination of this Agreement, but prior to the expiration of any statute of limitations period that might apply to any acts or omissions of a party occurring during the term of this Agreement, a party shall cease to maintain the liability insurance required by this Paragraph 7, the party shall purchase from an insurance carrier a tail policy covering acts or omissions occurring during the term of this Agreement as to which claims may then still be asserted. The tail policy shall be purchased in commercially reasonable amounts. The obligations contained in this Paragraph 7 shall survive the termination of this Agreement. Upon request, either party shall provide the other with proof of such insurance and such tail coverage. Further, each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement, as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party.
8. **Independent Contractor.** The parties to this Agreement are independent contractors to one another and nothing in this Agreement shall be deemed to create a relationship of principal and agent between the parties. Additionally, nothing in this Agreement shall be construed to create an employer/employee, master/servant or partnership/joint venture relationship between the parties. Each party shall be exclusively responsible for selecting, supervising and compensating its own employees and/or representatives in the performance of their responsibilities under this Agreement. Neither party shall have the authority to bind the other or to transact business in the name of the other nor to make representations or promises on behalf of the other except as it expressly granted under this Agreement.
9. **No Intent to Induce Referrals.** There is no Agreement, express or implied, between Hospital and City governing the referral of patients or business. Both parties are expressly authorized, encouraged, and required to make all judgments regarding referrals solely on the basis of the patient's demonstrated clinical needs and the qualifications of available services and agencies.
10. **Treatment Policies.** City and Hospital agree to follow protocols established and approved by their individual medical directors. In the event the protocols are in conflict, the Hospital agrees to abide by the City's treatment policies and specifically agrees to: (i) provide all necessary emergency diagnosis and care strictly without regard to ability to pay; (ii) provide services to Medicare, Medicaid and other public program participants without discrimination; and (iii) provide all necessary services without regard to race, color, sex, age, handicapping condition, or other factors unrelated to the patient's

need for services and City's ability to provide such services, but always subject to City's and paramedic's medical judgment about the clinical need and appropriateness of services.

11. Indemnification.

11.1. City hereby agrees to indemnify, defend, and hold harmless Hospital, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any and all claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "Losses") incurred, suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of City and (ii) City's performance of its obligations under this Agreement.

11.2. Hospital hereby agrees to indemnify, defend, and hold harmless City, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of Hospital and (ii) Hospital's performance of its obligations under this Agreement.

12. **No Exclusion.** Both parties hereby represent and warrant that they have not at any time been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Both parties hereby agree to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded program, including Medicare and Medicaid. In the event that either party is excluded from any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that either party is in breach of this paragraph, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

13. **Notices.** Any notice required to be given by this Agreement shall be sufficient if communicated orally or in writing and, if in writing, either hand delivered or mailed by United States Mail, postage prepaid, or by telefax or other written means designed to come to the attention of the addressee promptly. Notice requiring immediate communication must be provided via telephone or e-mail. Notice shall be given as follows, or at such other address designated in writing by the parties:

If to Hospital:
Crete Area Medical Center
2910 Betten Drive
P.O. Box 220
Crete, NE 68333
Attn: CEO
Via email: legaldepartment@bryanhealth.org

If to City:
Tom Ourada
P.O. Box 86
Crete, NE 68333
Via email:
tom.ourada@crete.ne.gov

14. **Miscellaneous.** The following miscellaneous provisions shall be in effect throughout the term of this Agreement:

14.1. **Amendment.** No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties.

14.2. **Assignment.** This Agreement may not be assigned or transferred, nor may any of the duties or responsibilities be assigned or transferred except by written signed agreement of both parties.

14.3. **Binding Effect.** All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, and their heirs, legal representatives, successors and permitted assigns.

14.4. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of Nebraska.

14.5. **Interpretation.** This Agreement is the result of negotiation between the parties, and no ambiguity herein shall be construed against either party because of that party's role in drafting this Agreement.

14.6. **Entire Agreement.** This Agreement, together with any exhibits or schedules hereto, constitute the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this document, the express provisions of the schedule or exhibit shall control.

14.7. **Copies/Signatures.** A fully executed facsimile or electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.

14.8. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

14.9. **No Legal Disability.** Each party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such party in breach of any contractual or legal obligation to a third party.

14.10. **No Third-Party Beneficiaries.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the

effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

IN WITNESS WHEREOF, the parties have executed, in duplicate, this Agreement as of the date set forth below.

CRETE AREA MEDICAL CENTER

By: _____

Its: CEO

Date: _____

CITY OF CRETE, NEBRASKA

By: _____

Its: Mayor

Date: _____