

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

June 15, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

Ryan Hinz: Absent

Jack Present

Oelschlager:

Dale Strehle: Present

Present: 2, Absent: 1.

Ryan Hinz: Present

Jack Present

Oelschlager:

Dale Strehle: Present

Present: 3.

3. Items of Business

- A. Discuss and provide a recommendation to the City Council on entering into a service agreement for Lifepaks and LUCAS devices with Stryker in the amount of \$6,835.20.

Recommend City Council approve the service agreement for Lifepaks and LUCAS devices with Stryker in the amount of \$6,835.20 Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

Fire Chief Tod Allen reported that the service agreement with Stryker is required for the Lifepak and LUCA equipment and includes new batteries.

- B. Discuss and provide a recommendation to the City Council on entering into a new Interlocal Agreement for Emergency Dispatch Services with the City of Beatrice in the amount of \$278,100.00 with 3% annual increases.

Recommend the City Council approve the agreement renewal with the City of Beatrice for dispatch services in the amount of \$278,100 with 3% annual increases. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

Police Chief Steve Hensel reported that the renewal agreement for dispatch services with the City of Beatrice in the amount of \$278,100 is for 3 years with 3% annual increases. The new agreement includes the cost of the IT position, which was addressed separately before.

4. Officers' Reports

Fire Chief Tod Allen requested that the expansion of the fire station be reviewed again.

5. Adjournment

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

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

3800 E. Centre Ave
 Portage, MI 49009

Date: 5/17/2021
 ID #: 210517092956

PROCARE PROPOSAL SUBMITTED TO:

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

PROCARE COVERAGE

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

PROGRAM INCLUDES:

LP1000 PM Only Onsite:

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

LP15 Protect Ship In w Onsite PM:

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

LUCAS Protect Ship In w Onsite PM:

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

| | | |
|---|--------------------|-------------------|
| Unless otherwise stated on contract, payment is expected upfront. | ProCare Total | \$6,835.20 |
| | FINAL TOTAL | \$6,835.20 |

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

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

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

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

Purchase Order Number _____

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

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

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

**Quote pricing valid for 30 days.

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 210517092956

Check box if Billing same as Shipping

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

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

Authorized Customer Initials _____

Authorized Customer Initials _____

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

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 210517092956

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

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

**EMERGENCY DISPATCH SERVICES
INTERLOCAL AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

4. Other Services. Beatrice shall also:

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

attendants for the Crete Transfer Ambulance.

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

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

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

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

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

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

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

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

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

Attest:

CITY OF BEATRICE, NEBRASKA
A Municipal Corporation

Erin Saathoff, City Clerk

By: _____
Stan Wirth, Mayor

Attest:

CITY OF CRETE, NEBRASKA
A Municipal Corporation

Jerry Wilcox, City Clerk

By: _____
David Bauer, Mayor