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NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that the ***PUBLIC SAFETY*** **COMMITTEE/CITY COUNCIL** of Crete, Nebraska will meet on **Thursday, February 3, 2011, at 5:30 p.m.** at the City Hall, 243 East 13th Street, Crete, Nebraska. Said meeting will be open to the public.

THE CITY HAS POSTED A 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. IF ANYONE WISHES ONE DURING THIS MEETING, PLEASE ADVISE. AS EACH AGENDA ITEM IS CONSIDERED, IF THERE ARE ANY QUESTIONS CONCERNING THE AGENDA ITEM PLEASE ADVISE.

AGENDA:

1. **International Property Maintenance Code –** The Committee will review the IPMC
2. **Public Health Solutions Letter of Concurrence –** The Committee will review a request from Public Health Solutions
3. **Emergency Management Training Event –**
4. **Emergency Management & Incident Command –**
5. **Alarm Billing –** The Committee will review an equipment agreement

THE COMMITTEE MAY ENTER INTO CLOSED SESSION TO DISCUSS ANY MATTER ON THIS AGENDA WHEN IT IS DETERMINED BY THE COMMITTEE THAT IT IS CLEARLY NECESSARY FOR PROTECTION OF THE PUBLIC INTEREST OR THE PREVENTION OF NEEDLESS INJURY TO THE REPUTATION OF AN INDIVIDUAL AND IF SUCH AN 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 THE PRESIDING OFFICER IMMEDIATELY PRIOR TO THE CLOSED SESSION SHALL RESTATE ON THE RECORD THE LIMITATION OF THE SUBJECT MATTER OF THE CLOSED SESSION.

I hereby certify that the above notice was posted in three public places to-wit:

City Hall
U.S. Post Office
City Bank & Trust

on January 21, 2011 at 2:00 p.m.

Jerry L. Wilcox
City Clerk

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THE LAW OFFICE, P.C.

ATTORNEYS AT LAW

224 EAST 13TH STREET
P.O. BOX 324
CRETE, NEBRASKA 68333-0324
(402)826-2131
FAX (402) 826-2131

E-MAIL: lo45741@windstream.net

RESIDENT ATTORNEY
STEVEN J. REISDORFF

NEBRASKA STATE BAR NUMBER
13481

January 25, 2011

Mayor Roger Foster
City of Crete
Crete, NE 68333

In re: Public Health Solutions District Health Department law enforcement request

Dear Mayor:

I am writing this letter as City Attorney for the City of Crete concerning the above referenced matter.

This office received copy of e-mail from Chief Hensel concerning request from Public Health Solutions (PHS) for "Letter of Concurrence" for law enforcement assistance in the event of public health emergency. In particular PHS had requested Crete Police Department to sign the letter of "concurrence". I am enclosing herewith copy of e-mail and proposed letter of concurrence for your reference.

I agree with the Chief that any agreement of law enforcement "concurrence" to support PHS needs to be approved by the City Council. I would recommend that this be placed on the City Council agenda and/ or be given to the Council Public Safety Committee for there review and response.

If you have any questions concerning this letter please contact my office.

Yours very truly,

THE LAW OFFICE, P.C.

By_____
Steven J. Reisdorff
For the Firm

SJR/r
enc.
cc: Chief Hensel
City Clerk

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PAGE 1

Steve Hensel

From: Kim Plouzek [kplouzek@phsneb.org]
Sent: Monday, January 24, 2011 3:39 PM
To: Steve Hensel
Subject: LOC for SNS plan
Attachments: LOC Law Enforcement Draft 012411 (2).doc

Steve, could you look this 'letter of concurrence' over; change and sign if you are comfortable. Email back or drop off, and as always call me with questions. Kim

Kimberly Plouzek
24/7 cell 402-826-7075
Emergency and Environmental Health Programs Manager
Public Health Solutions District Health Department
Serving Fillmore, Gage, Jefferson, Saline and Thayer Counties
995 East Highway 33, Suite 1, Crete, NE 68333-2562
phone 402-826-6683 toll free 888-310-0565 fax 402-826-4101
please go to **www.phsneb.org** for more Department information
twitter FOLLOW US (PHSHealthDept)
http://www.facebook.com/?ref=logo PHS on Facebook - search for "Public Health Solutions District Health Department"

TO: THE LAW OFFICE, P.C.

STEVE,

LOOKING FOR AN OPINION —

WHILE I AGREE WITH THE CONTENT OF THIS "LETTER OF CONCURRENCE" (PAGE 2) I'M NOT SURE I HAVE THE AUTHORITY TO SIGN AS A COMMITMENT OF CITY RESOURCES.

YOUR THOUGHTS? STEVE

CC: MAYOR FOSTER

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LETTER OF CONCURRENCE
FROM
[LAW ENFORCEMENT AGENCY]

It is recognized that the Public Health Solutions District Health Department hereafter referred to as PHS, is charged by law to protect and promote the health of the 5 County Public Health Solutions District: Gage, Saline, Fillmore, Thayer and Jefferson Counties. It is further recognized that the PHS will be among those who respond to public emergencies in accord with NIMS to protect the public from health threats, disease, disability, and death. In fulfilling these responsibilities the PHS will need the assistance of law enforcement to conduct effective emergency response activities including the secure transport and provision of medications and other supplies.

[Law Enforcement Agency], located at [Address], City Name Nebraska agrees to assist and support the Public Health Solutions District Health Department in accord with NIMS in helping to assure security storage, transport and provision of medications and other materials from the Strategic National Stockpile (SNS) available in accord with the PHS plans to mitigate public health threats in its response efforts. This includes:

Help with site security plans for material storage, distribution and dispensing sites, provision of security for the storage, transport and distribution of pharmaceuticals and other material as necessary and requested

Periodically, or following a public emergency, this Letter of Concurrence will be reviewed by both the PHS and the [Law Enforcement Agency]. In addition to this periodic review, both parties agree to inform the other when any changes are needed to update or correct the letter.

The PHS contact will be provided by the Health Director or designee.

_____
Chief or Sheriff
Law Euforcement Agency

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RESIDENT ATTORNEY
STEVEN J. REISDORFF

E-MAIL: lo45741@windstream.net
NEBRASKA STATE BAR NUMBER
13481

January 26, 2011

Mayor Roger Foster
City of Crete
Crete, NE 68333

In re: Alarm monitoring service agreement

Dear Mayor:

I am writing this letter as City Attorney for the City of Crete, Nebraska. I am enclosing a draft agreement that I have prepared concerning the above referenced matter.

Please look over and advise if there are any corrections or changes needed. I am also sending a copy of this agreement to the Chief of Police, Director of Public Works and City Clerk for their review and comment.

If you have any questions concerning this letter please contact my office.

Yours very truly,

THE LAW OFFICE, P.C.

By _____
Steven J. Reisdorff
For the Firm

SJR/r
enc.
cc: Chief of Police
Director of Public Works
City Clerk

(Draft copy 01/2011)

ALARM MONITORING DEVICE INSTALLATION AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 20__ by and between the City of Crete, Nebraska, a Municipal Corporation, hereinafter referred to as "City", and _____ _____, hereinafter referred to as "Company".

In consideration of the mutual covenants and promises to be performed by the parties hereto, the City and the Company agree as follows:

WITNESSETH:

1. TERM OF AGREEMENT: That in consideration of the covenants and agreements stated herein, and under the conditions and provisions hereinafter contained and set forth, City does gives Company the right and privilege to install electronic alarm monitoring devices (devices) at City's Police Department/ Dispatch Center (Department) located at 1945 Forest Avenue, Crete, Nebraska for a period of _____ (___) year(s) (unless sooner terminated as set forth herein).

It is mutually agreed between the parties that City is willing to enter into this agreement only because it currently has the space needed at the Department that is not currently needed for other public services and that Company is being allowed to install the devices only so long as it is determined, solely by the City, that the space is not needed for other City purposes. The parties therefore further agree that the City may cancel this agreement, with or without cause and at any time, by giving Company _____ (__) month(s) written notice of such cancellation.

2. INSTALLATION OF DEVICE: Company shall give City complete plans and specification of any device to be installed, prior to the device being installed by Company. Company agrees to install any device at a time and location prescribed by City. Company further agrees to move and or modify any installation made by Company, at Company's sole expense, if required by City. City agrees to give Company a reasonable period of time, not to exceed _____, after receipt of written notice by Company from City of any required move and/ or modification of any installed device. IF IT IS DETERMINED BY CITY THAT ANY DEVICE INSTALLED BY COMPANY IS INTERFERING IN ANY WAY WITH ANY EQUIPMENT OR SERVICE OF CITY, COMPANY AGREES TO MODIFY AND/ OR REMOVE AND DISCONNECT THE DEVICE, AS SOON AS PRACTICALLY POSSIBLE, AFTER RECEIVING NOTICE OF SUCH INTERFERENCE FROM CITY. ANY NOTICE OF SUCH INTERFERENCE MAY BE GIVEN BY CITY TO COMPANY EITHER ORALLY OR IN WRITING.

3. MONITORING OF PANELS: Company agrees that City employee(s) at Department are required to perform public service and public emergency duties that may require City employee(s) total attention and may require employee(s) to leave the Department un-staffed or under-staffed for periods of time. City does not agree to any full and/ or part-time monitoring service of Company's device by City employees and City agrees only to contact fire, police and/ or rescue services and to dispatch said services, if City employees observe a device signal and City agrees to dispatch only those services that are reasonably available, that City, based on City's sole discretion, determine are necessary. The parties further agree that City is not responsible for any testing and/ or repair of any Company device installed by Company and Company agrees to perform such testing and repairs, at Company's sole cost, as may be needed on any device installed.

4. PAYMENT: Company agrees to pay City the sum of _____ Dollars ($_____) per year, in advance, on or prior to January 1, of each year for being allowed to install the device(s) as set forth herein.

5. INSURANCE: Company shall secure and maintain such insurance policies as will protect itself and the City of Crete, from claims for bodily injury, deaths, or property damage, which may arise from said device installation and operation(s) and Company further states that Company has reviewed and determined that Company has adequate insurance coverage for any facilities being monitored by any device installed. City shall be given a copy of any insurance policy Company has insuring the installation and monitoring device coverage. Company agrees to carry such limits of coverage as the City may require, from time to time. Any insurance policy required by Company to carry under the terms of this agreement shall have the City listed as an additional insured.

6. INDEMNIFICATION: Company agrees that it shall protect, indemnify, and hold harmless the City, and its officers, members, employees and agents (the "City Indemnified Parties") from and against all liabilities, damages, claims, demands, judgments, losses, costs, expense, suits, or action and attorneys' fees, and shall defend the City Indemnified Parties in any suit, including appeals arising out of the negligence or willful misconduct of the Company or any of its agents or employees in connection with its obligations or rights under this contract.

7. TAXES AND LICENSE. It is expressly agreed by the parties that Company shall be responsible for any taxes due its operation during the term of this agreement. Company

agrees to pay all taxes before they become delinquent. It is further agreed that Company is responsible for obtaining all necessary federal, state, and local licenses and permits for the operation of said device.

8. RULES AND REGULATIONS: It shall be the responsibility of the Company to acquaint itself with the rules and regulations of the City for the operation of the Department on an annual basis and at anytime such rules and regulations are changed or modified by the City. Such rules and regulations shall be in the form of printed material and shall be printed and distributed at the City's expense.

9. ASSIGNMENT. Company agrees that it shall not and cannot assign this agreement or sublet it, in whole or in part, without the written consent of the City.

10. RELATIONSHIP OF PARTIES: Except as otherwise expressly provided herein, the relationship of the Company to the City shall be that of independent contractor, and no party to this contract shall by virtue of this contract have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this contract shall be deemed to constitute any party joint venturer, partner, agent or legal representative of any other party to create any fiduciary relationship between or among the parties.

11. NOTICES. Any notices or communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by facsimile, or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the Company:	If to the City:
_____	City of Crete
_____	243 E. 13th Street
_____	Crete, NE 68333

Changes in the respective addresses to which such notices may be sent may be made from time to time by any party by giving written notice to the other party.

12. WAIVER: The waiver by either party of a default or a breach of any provision of this contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any default or breach.

13. LAWS AND REGULATIONS: Company, at its own cost and expense, shall comply promptly with all laws, rules and orders of all federal, state of Nebraska and City of Crete, or their departments, which may be applicable to this agreement.

14. FORCE MAJEURE: Notwithstanding anything to the contrary contained in this Agreement, neither the City nor the Company shall be liable to the other for any failure, or delay in the performance of any obligation under this Agreement due to the occurrence of any constituting force majeure and any such failure or delay shall not constitute an Event of Default under this Agreement.

An event constituting force majeure means any act, event or condition, which is beyond the reasonable control of the party(ies) adversely affected thereby, that has had, or may reasonably be expected to have but requiring present action, a material adverse effect on the rights or the obligations of the parties under this Agreement. Such events shall include, but not be limited to, the following: an act of God, fire, explosion, flood, war, sabotage, change in law, or injunctive action under law suit.

The party experiencing an event constituting force majeure shall promptly notify the other party of such event and its estimated duration and impact or obligations under this Agreement. Additionally, such party shall provide prompt notice of the cessation of such event of force majeure. Whenever such events of force majeure shall occur, the party claiming to be adversely affected thereby, as quickly as reasonably possible use best efforts to eliminate the cause therefore, and resume performance under this Agreement.

15. ENTIRE AGREEMENT: The provisions of this contract shall constitute the entire agreement between the parties superseding all prior agreements and negotiations.

16. SEVERABILITY:. In the event that any provisions of this contract shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this contract or such appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this contract, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

17. MISCELLANEOUS: The paragraph captions in this agreement are for convenience only and shall not in anyway limit or be deemed to construe or interpret the terms and provisions hereof.

Time is of the essence of this agreement and of all provisions hereof.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

18. SUCCESSORS. All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This agreement shall be binding upon the personal representative, successors, heirs and assigns of the parties hereto.

COMPANY, _____	THE CITY OF CRETE, NEBRASKA
_____	A Municipal Corporation.
By_____	By_____
_____(title)	Mayor