

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
November 16, 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: Present
    - Jack Oelschlager: Present
    - Dale Strehle: Present
- Present: 3.

3. Items of Business

- A. Provide a recommendation to the City Council on entering into an agreement with Lincoln/Lancaster County EMS Oversight Authority for EMT training and medical oversight in the amount of \$1,100 per year for 3 years.

Recommend to the City Council to enter into the agreement with Lincoln/Lancaster County EMS Oversight Authority for EMT training and medical oversight in the amount of \$1,100 per year for 3 years. 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 affirmed that they are easy to work with and have always done a good job. This was the agreement from the previous Public Safety meeting, who voted to amend a couple items in the agreement. This is the agreement with those requested changes included.

- B. Provide a recommendation to the City Council on authorizing the Police Chief to apply for a highway safety mini-grant from the Nebraska Department of Transportation as part of the 2021 Holiday Season Drive Sober or Get Pulled Over campaign.

Recommend to the City Council to authorize the Police Chief to apply for a highway safety mini-grant from the Nebraska Department of Transportation as part of the 2021 Holiday Season Drive Sober or Get Pulled Over campaign. 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 informed the Committee that this grant is very similar to the one that was recently approved for the Thanksgiving holiday. However, this mini-grant is for the Christmas holiday.

- 4. Officers' Reports
- 5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, 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.

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City Clerk-Treasurer

(S E A L)



EMERGENCY MEDICAL SERVICES  
OVERSIGHT AUTHORITY

555 South 70th Street  
Lincoln, NE 68510

1600 South 48th Street  
Lincoln, NE 68506

**City of Crete**  
**243 E 13<sup>th</sup> Street**  
**Crete, NE 68333**

November 4, 2021

To whom it may concern:

Thank you for your continued partnership with the Emergency Medical Services Oversight Authority (EMSOA). With the leadership and vision of our Medical Director, Dr. Jason Kruger, and the collaboration of professionals throughout our local emergency medical community, we've continued to progress and grow serving our partners in Lincoln, Lancaster County, and the surrounding area.

As you are no doubt aware, your current contract with EMSOA is due to expire on October 31, 2021. Enclosed is your renewal contract beginning November 1, 2021 through October 31, 2023. This provides for an automatic extension of four years unless otherwise revised or terminated. This a change from the previous two year contract. Additional changes to the contract this year, on page six see Annual Base Rate and Annual Fee Adjustments.

We sincerely hope you will contract with us again. Our continued work together can establish the Lincoln-area Emergency Medical Services as a national leader among like-sized communities by providing quality care to those we serve.

If you have any questions, please direct them to EMSOA Administrative Assistant Sharese Bogguess at 402-481-8071 or via email, [sharese.bogguess@bryanhealth.org](mailto:sharese.bogguess@bryanhealth.org). Please return your renewal contract to EMSOA by October 30, 2021 with the appropriate officer's signature and any necessary approval by your managing board.

Sincerely,

Doug McDaniel  
President  
EMSOA Board of Directors

**AGREEMENT BETWEEN THE CITY OF CRETE  
AND THE LINCOLN/LANCASTER  
COUNTY EMS OVERSIGHT AUTHORITY, INC.**

**WHEREAS,**

The Lincoln/Lancaster County EMS Oversight Authority, Inc. (hereinafter "Oversight Authority") is a Nebraska non-profit corporation engaging in activities which are essentially public in nature on behalf of the City of Lincoln and providers of emergency medical care within the City of Lincoln and its medical service area, including the overall development of the emergency medical delivery system, as well as providing Medical Control and Quality Improvement services; and

**WHEREAS,**

The City of Crete, an affiliate of the City of Crete, is a public provider of primary emergency medical services within the City of Crete, duly licensed by the State of Nebraska to provide Basic Life Support (BLS)/Advanced Life Support (ALS); and

**WHEREAS,**

The City of Crete have requested, and the Oversight Authority has agreed to provide, Medical Control and Oversight for the provision of emergency medical services by the City of Crete in the City of Crete.

**NOW THEREFORE,**

The Parties enter into this Agreement to define the roles and responsibilities of each Party with respect to the provision of emergency Medical Services by the City of Crete.

**SECTION I: Definitions**

For the purpose of this Agreement:

- A. Emergency Medical Technician (EMT) shall be defined as an Emergency Medical Responder, EMT, Advanced EMT, Paramedic, and any other further EMT-enhancement levels developed by the State of Nebraska Office of Emergency Medical Services or local governing authorities.
- B. The City of Crete shall designate a representative to serve as the contact person with the Oversight Authority. The Representative shall be selected by the City of Crete and the Oversight Authority shall be continually updated as to the name and contact information for the Representative.
- C. Medical Control shall be defined as general medical oversight and advice, including providing the medical authority to administer out-of-hospital BLS and

ALS patient care, on both an off-line (Standing Order) and on-line (Medical Direction) basis.

## **SECTION II: Services Provided**

### **A. Personnel**

- i. The City of Crete agrees to have available at all times an adequate number of personnel who are certified by the State of Nebraska and credentialed by the Oversight Authority to provide EMT-Basic/EMT and/or EMR/First Responder services within the City of Crete.
- ii. The City of Crete agrees to provide the Oversight Authority with the names of all of its personnel who will be providing emergency services; proof of each person's certification by the State of Nebraska to provide emergency services; and proof that each person has complied with the Oversight Authority's medical control requirements. All such information shall be provided to the Oversight Authority at least fifteen (15) calendar days prior to the time such personnel are scheduled to begin serving at his or her respective level of care.
- iii. The City of Crete agrees to provide to the Oversight Authority by February 28<sup>th</sup> of each year a roster of all personnel who will be providing emergency services through the City of Crete. The Parties agree that if the Oversight Authority has not received a complete roster by March 31<sup>st</sup> of each year that this contract will immediately be suspended and the Oversight Authority will no longer provide any services or oversight to the City of Crete.

### **B. Training**

- i. The Oversight Authority agrees to assist with the coordination of the training activities for the EMT-Basic/EMT personnel within the City of Crete. Fees, if any, associated with training under this section will be negotiated with the City of Crete.
- ii. The City of Crete to meet the requirements of Licensure for emergency services as established by Title 172, Chapter 12 of the Nebraska Administrative Code of the Nebraska Department of Health Services.

### **C. Medical Control**

- i. The Oversight Authority agrees to designate a licensed physician, practicing in the specialty of Emergency Medicine, to serve as the City of Crete Medical Director. The Medical Director's responsibilities will include: medical protocol development, coordination of off-line and on-line Medical Direction, Medical Oversight and Quality Improvement. The Medical Director will inform the City of Crete of new State requirements and guidelines in order to maintain compliance with State guidelines.

Fees associated with this Agreement are to be paid on an annual basis within thirty (30) calendar days of the contract being executed or renewed. Delinquent payments will accrue interest at an annual rate of 10%. The Oversight Authority will provide ninety (90) calendar days written notice to the City of Crete of any changes in the Medical Control fee. The membership fees for the Oversight Authority are outlined in Attachment A. The City of Crete is a Tier \_\_\_\_ and will be charged according to Attachment A, fees to be paid to the Oversight Authority.

- ii. The Oversight Authority, through its Medical Director, agrees to provide authorization for providers within the City of Crete to perform designated treatment modalities.
- iii. The Oversight Authority, in agreement with each of its contracted hospitals, will provide qualified physicians available 24 hours a day to provide on-line medical direction to the City of Crete personnel engaged in providing authorized services.
- iv. The Oversight Authority agrees to act in an advisory and resource capacity as requested by the City of Crete and agreed to by the Parties.
- v. The City of Crete agrees to abide by all patient care and system guidelines and protocols as established by the Oversight Authority and the State of Nebraska.
- vi. The City of Crete agrees to abide by the decisions of the Oversight Authority and its Medical Director with respect to all matters which involve the quality of EMS services as well as overall system administration and utilization, patient care protocol compliance, and medical care competency by an individual provider. Failure to comply with Medical Control on the part of an individual provider or the City of Crete may result in sanctions up to and including the suspension of Medical Control authorization for an individual provider or the City of Crete.

#### D. Quality Improvement

- i. The Oversight Authority agrees to provide on-going Quality Improvement (QI) for the City of Crete personnel serving within the System. The QI process will include, but not be limited to, patient care chart audits and other educational QI programs designed to enhance and develop the individual provider and the System as a whole. Fees, if any, associated with this provision will be negotiated with the City of Crete.
- ii. The City of Crete agrees to cooperate in all QI activities requested by the Oversight Authority. Failure to comply with the QI process on the part of an individual provider or the City of Crete may result in sanctions

up to an including the suspension of Medical Control authorization for the individual provider or the City of Crete.

### **SECTION III: Special Provisions**

- A. The City of Crete agrees that all OSHA required testing and vaccinations will be conducted in accordance with the State of Nebraska Department of Health and Human Services guidelines and specific pharmaceutical manufacturers' recommendations and under generally accepted medical practices.
- B. Indemnification. To the fullest extent permitted by law, the City of Crete shall indemnify, defend, and hold harmless the Oversight Authority, its Board, officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting there from that is caused in whole or in part by the intentional or negligent act or omission of the City of Crete, or anyone for whose acts the City of Crete may be liable. This section will not require the City of Crete to indemnify or hold harmless the Oversight Authority for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the Oversight Authority. The Oversight Authority does not waive any of its immunities by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

### **SECTION IV: Termination**

- A. Either party may terminate this Agreement, in its sole discretion, by giving sixty (60) calendar days written notice of such termination to the other Party.
- B. The Oversight Authority and the City of Crete shall have the right to terminate this Agreement with thirty (30) calendar days prior written notice if the other Party defaults in the performance of any of its duties, obligations, or responsibilities under this Agreement.

**SECTION V: Term/Renewal**

This Agreement shall have an initial term from November 1, 2021 through October 31, 2022. Thereafter, it shall be renewed automatically for an additional (two) 2 year term unless renegotiated or terminated under Section IV above.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Lincoln/Lancaster County EMS  
Oversight Authority, Inc.

City of Crete

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_

Address/Phone Number:          
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**Lincoln/Lancaster County EMS Oversight Authority, Inc.  
Attachment A – Contract Fee Schedule**

The Lincoln/Lancaster County EMS Oversight Authority, Inc., has developed a standard annual fee schedule to fairly charge all contracting agencies which contract for Medical Direction under the license of the Oversight Authority Medical Director. There is a base annual rate for standard services and there are additional rates for added services. The base rate includes the following services:

- Review of all contracting agency calls by QI Coordinator/Educator
- Availability of QI Coordinator/Educator to address issues/concerns
- Support by the Oversight Authority Governing Board and Management Team
- Bi-annual meeting with the Medical Director in Lincoln or other mutual location

**Annual Base Rate**

LEVELS	Service and Training Provided by EMSOA	ANNUAL FEES
Tier 1	BLS, non-transport	\$450
Tier 2	BLS, non-transport, annual advanced airway training	\$650
Tier 3	BLS, transporting, annual advanced airway training	\$900
Tier 4	ALS, transporting, annual advanced airway training	\$1100

**Additional Services Available**

Additional training/consultation with the Medical Director----\$130 per hour (plus mileage)

Additional training by QI Coordinator/Educator ----- \$30 per hour (plus mileage)

Annual Fee Adjustments----- Fee structures will be reviewed on an annual basis and said agency will be provided with a 30 day notice of any fee adjustments. In the event that said agency rejects the proposed fee adjustment the contract will terminate after EMSOA provides notice pursuant to Section IV.

Nebraska Department of Transportation Highway Safety Office (NDOT-HSO)  
**SELECTIVE OVERTIME ENFORCEMENT MINI-GRANT CONTRACT APPLICATION AND AWARD**  
**MUST BE APPROVED BY NDOT-HSO PRIOR TO ACTIVITY**

Please Type DATE: 11-16-21  
 APPLICANT: Crete Police Department  
 ADDRESS: 1945 Forest Avenue  
 CITY, STATE, ZIP: Crete, Nebraska 68333 E-MAIL: dawn.jonas@crete.ne.gov  
 TELEPHONE #: 402-826-4311 FAX #: 402-826-2180 FEDERAL I.D. #: 47-06006154  
 Data Univ. Numbering System (DUNS) #: 958278459 Commercial and Government Entity (CAGE) Code: 6VZ55  
 Unique Entity Identifier (UEI) #: (Required after April 1, 2022) N/A

**PROJECT DESCRIPTION:** The purpose of this mini-grant contract is to provide funding assistance to law enforcement agencies for selective overtime enforcement in the emphasis area of: (Check One) Occupant Protection  Alcohol  Speed  Distracted Driving  or General Traffic . The funding assistance will provide reimbursement for overtime salaries. Regular traffic enforcement activities must remain at the current level and all activities funded by this mini-grant must be above and beyond the current level of enforcement activity.

Please complete items 1 – 5 below using the definitions on the reverse side and submit a copy of your department’s current seat belt policy and drug-free workplace policy.

1. **Baseline Information:**  
To participate in the National Drive Sober or Get Pulled Over High-Visibility Enforcement Mobilization December 17, 2021 – January 1, 2022.
2. **Selective Overtime Enforcement Objective:**  
Reduce alcohol-impaired fatal, A and B crashes by 6.5 percent from 540 (2015-2019 rolling average) to 505, by December 31, 2022.
3. **Selective Overtime Enforcement Activity:**  
See attached
4. **Selective Overtime Enforcement Budget:**  
See attached
5. **Impact Evaluation:**  
See attached

Within sixty (60) days from the conclusion of the activity the reimbursement request must be submitted. After sixty (60) days, reimbursements may not be honored. This mini-grant contract is financed on a reimbursement basis. The applicant must 1) receive approval of the mini-grant contract from the NDOTHSO; 2) incur the expenses (pay the bills); 3) request reimbursement on a Mini-Grant Contract Claim for Reimbursement (CR) located on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/grant-forms/>; and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Copies of the pre- and post-publicity announcing the overtime enforcement activity.
- b) Grant Funded Enforcement Activity Summary (provided with award letter).
- c) Provide the name, number of hours worked, regular and overtime hourly rates, and SFST certificate (alcohol only) for each officer.
- d) Provide the amount paid to each officer and payroll documents to substantiate each expenditure.

**Acceptance of Conditions:** The mini-grant contract award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/>.

Failure to comply with these conditions may result in termination of this grant contract award. All awards are subject to availability of Federal Funding.

<hr/> Authorized Signature of Applicant	<hr/> Date	<hr/> Print or Type Name, Title
<hr/> NDOT - Highway Safety Office	<hr/> Date	<hr/> William J. Kovarik, Administrator Print or Type Name, Title

Return completed form to: **NDOT - Highway Safety Office** Email: [ndot.hso@nebraska.gov](mailto:ndot.hso@nebraska.gov)  
 P.O. Box 94612 Phone (402) 471-2515  
 Lincoln, Nebraska 68509-4612 FAX (402) 471-3865

**TO BE COMPLETED BY NDOT-HSO**

**FUNDING ASSISTANCE:** The NDOT-HSO will provide reimbursement for the following expenditures:  
 Overtime Salaries \$ \_\_\_\_\_ Total Reimbursement not to Exceed \$ \_\_\_\_\_.

**Project No.:** \_\_\_\_\_ **SB:**  **DF:**  **RA:**  **Contract Approval Date:** \_\_\_\_\_

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is: 20.600  
 Federal Aid Identification Number (FAIN): 69A37521300004020NE0 Revised 10/2021



## **2021 Holiday Season *Drive Sober or Get Pulled Over* FACT SHEET**

The U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) is teaming up with the law enforcement community nationwide during the 2021 Holiday Season *Drive Sober or Get Pulled Over* high-visibility enforcement campaign, which runs from December 15, 2021, through January 1, 2022. NHTSA and **[Local Law Enforcement]** are working tirelessly to spread the word about the dangers of drunk driving and to remind all drivers: If you plan to drink alcohol, plan ahead for a sober ride home. These expanded efforts to protect against impaired driving will be conducted in a fair and equitable way.

### **Sobering Statistics**

- According to NHTSA, 837 people lost their lives in traffic crashes involving a drunk driver in December 2019.
- During the 2019 Christmas (6 p.m. Tuesday, December 24 to 5:59 a.m. Thursday, December 26) and New Year's Day (6 p.m. Friday, December 28, 2018, to 5:59 a.m. Wednesday, January 2, 2019) holiday periods, there were more drunk-driving-related fatalities (210) than during any other holiday period that year.
- Approximately one-third of all traffic crash fatalities in the United States involve drunk drivers (with blood alcohol concentrations [BACs] at or above .08 grams per deciliter [g/dL]). In 2019, there were 10,142 people killed in drunk-driving crashes.
- Nationally, it is illegal to drive with a BAC of .08 or higher, except in Utah, where the limit is .05 g/dL.
- Although it's illegal to drive when impaired by alcohol, in 2019, one person was killed every 52 minutes in a drunk-driving crash on our nation's roads.
- Men are more likely than women to be driving drunk when involved in fatal crashes. In 2019, 21% of male drivers were drunk, compared to 14% of female drivers.
- Of the traffic fatalities in 2019 among children 14 and younger, 19% (204) occurred in alcohol-impaired-driving crashes.
- Among the 10,142 alcohol-impaired-driving fatalities in 2019, 68% (6,872) were in crashes in which at least one driver had a BAC of .15 or higher.
- Nighttime is a particularly dangerous time to be on the roads: The rate of alcohol impairment among drivers involved in fatal crashes in 2019 was 3.3 times higher at night than during the day.
- **[Local holiday season statistic if available.]**



## The Cost of Drunk Driving

- On average, a DUI can set you back \$10,000 in attorney's fees, fines, court costs, lost time at work, higher insurance rates, and more.
- The financial impact from impaired-driving crashes is devastating. Based on 2010 numbers (the most recent year for which cost data is available), impaired-driving crashes cost the United States \$44 billion annually.
- If you're caught drinking and driving, you can face jail time. Imagine trying to explain that to your friends and family or your place of employment.
- Drinking and driving can cause you to lose your driver's license and your vehicle. This could inhibit you from getting to work, resulting in lost wages and, potentially, job loss.

## Celebrate with a Plan

Always remember to plan ahead if you will be celebrating. If you plan to drink, plan for a sober driver to take you home. Is it your turn to be the designated driver? Take that role seriously and do not consume alcohol, not even one drink.

- Remember that it is never okay to drink and drive. Even if you've had only one alcoholic beverage, designate a sober driver or plan to use public transportation or a ride service to get home safely.
- If available, use your community's sober ride program [**Insert your local sober ride program specifics here**].
- If you see a drunk driver on the road, contact [**Local Law Enforcement**].
- Do you have a friend who is about to drink and drive? Take the keys away and make arrangements to get your friend home safely.

For more information about the *Drive Sober or Get Pulled Over* campaign, visit <https://www.trafficsafetymarketing.gov/get-materials/drunk-driving/national-mobilization/peak-enforcement-kit>.