



# City of Grand Island

Tuesday, August 13, 2019

Council Session

## Item G-11

**#2019-234 - Approving Emergency Medical Service Agreement  
with the Nebraska State Fair and the Grand Island Fire  
Department**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** August 13, 2019

**Subject:** State Fair Emergency Medical Service Agreement

**Presenter(s):** Cory Schmidt and Russ Blackburn

## **Background**

Since 2010, Grand Island has been home to the Nebraska State Fair. During the 11-day event, more than 300,000 people on average will visit the fair. Due to the various activities offered at the fair as well as the large number of people, on site emergency medical service is needed for the safety of all those who attend.

## **Discussion**

The Nebraska State Fair wishes to enter into a service agreement with the City of Grand Island Fire Department to provide emergency medical service at the 2019 Nebraska State Fair. In exchange for \$38,800, the City of Grand Island Fire Department will provide on-site emergency medical service for each of the 11 days of the fair. The contracted amount is based on the 2018-19 fee schedule. Each day, four to six Grand Island Fire Department (GIFD) staff will be on site at the fair from 8 am-12am to provide emergency medical services. All GIFD personnel are working outside of their normal scheduled hours and will be compensated at their respective overtime rate of pay.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the emergency medical service agreement between the Nebraska State Fair and the City of Grand Island Fire Department.

## **Sample Motion**

Move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department to provide emergency medical services for the 11 days of the 2019 Nebraska State Fair in exchange for \$38,800.

**SERVICE AGREEMENT**  
**2019 NEBRASKA STATE FAIR**  
**AUG. 23 – SEP. 3, 2019**  
**DATED: July 19, 2019**



*Between these parties:*

**Promoter:**

Nebraska State Fair Board,  
dba Nebraska State Fair (NSF)  
PO Box 1387  
Grand Island, NE 68802  
p) 308.382.1620  
Contact: Lori Cox  
p) 308.382.1620 e) lcox@statefair.org

**Contractor:**

Grand Island Fire Dept.  
PO Box 1968 / 100 East First Street  
Grand Island, NE 68801  
p) 308.385.5444 ext. 229  
Contact: Cory Schmidt  
p) 308-385-5423 e) corys@grandisland.com

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**PURPOSE and CONTRACT DOCUMENTS**

The purpose of this agreement is for Contractor to provide Emergency Medical Response service August 23 – September 2, 2019 as agreed upon by both parties, stated here. Documents are being defined as the "Service Agreement, Addendum A and Addendum B. The terms contained in Addendum A and B are incorporated into the Service Agreement as if fully set forth herein, are essential terms and are binding upon Contractor."

**TERMS**

The work shall be performed at Fonner Park, Grand Island, NE, home of Nebraska State Fair. The term of the agreement shall begin August 23, 2019 and end September 2, 2019. Contractor shall report to the Chief of Business for the term of this agreement.

**DESCRIPTION OF SERVICES**

Responsibilities and deliverables for Contractor and Nebraska State Fair are outlined in Addendum A. Any changes in service needs shall require a separate, signed addendum dated and signed by both parties.

**COMPENSATION**

In exchange for services identified in Addendum A, Contractor shall be paid by NSF a flat sum of \$38,800. Payment shall be provided in full when all services are completed. Payment will be made on or about September 12, 2019.

**INTELLECTUAL PROPERTY**

All services performed (creations, materials, ideas, brands, and other intellectual property) which are developed by Contractor for NSF under terms of this agreement shall belong exclusively to NSF. NSF shall be the sole owner of all copyrights, patents, etc. developed from this agreement with right to change, edit, sell or distribute to anyone.

**HOLD HARMLESS**

Contractor shall indemnify and hold NSF harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of Contractor. In the event State Fair is alleged to be liable on account of alleged acts, omissions, and/or negligence, Contractor shall defend such allegations through counsel chosen by NSF and Contractor shall bear all costs, fees, and expenses of such defense.

**SEVERABILITY & NONPERFORMANCE**

Both parties reserve the right to terminate the agreement for any reason. Termination of this agreement requires a written notice to either party. NSF reserves the right to immediately terminate Contractor for nonperformance, as determined in the sole discretion of NSF, of any portion of this agreement.

**INSURANCE**

Contractor is required to obtain the required insurance coverages for this agreement. See Addendum B.

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Signature, Contractor

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Signature, Nebraska State Fair

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Date

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Date

## ADDENDUM A

Purpose Statement: This Contractor's chief responsibility is to provide First Aid Response and transport service for Nebraska State Fair.

The Contractor will:

1. Provide daily ambulatory crews on-site from 8am-12am. (Time may be adjusted with NSF Executive team.)
2. Prepared for an early arriving crowd of Seniors for a 11:00 am concert on "Older Nebraskans" Day.
3. Provide coverage and be present at the Rough Stock Rodeo, Aug 23 & 24, 2019. The High School Rodeo on September 2, 2019.
4. Provide coverage and be present at the Tractor Pull, September 1<sup>st</sup>, 2019 and the Demolition Derby September 2<sup>nd</sup>, 2019.
5. Ambulances will be spotted on the Fonner Park grounds.
6. Consult with Executive Director or Chief Business Officer regarding schedule planning, necessary changes or adaptations.
7. Provide a safe service abiding by the laws of the State of Nebraska and Nebraska State Fair rules and regulations.
8. Work closely with the Chief of Business on scheduling needs.
9. Provide the Executive Director with daily reports as well as a final report of all First Aid Response activity.

Nebraska State Fair will:

1. Provide (2) - "Gator" type UTV for backboard type transportation. (GIFD will supply the insert.)
2. Provide gate admissions and any parking permits; as necessary for drivers.
3. Provide Emergency vehicle ingress and egress to assist with patron care.
4. Provide (6) Official lanyards for Inspector and Key GIFD personnel.
5. Allow Inspectors to travel on bicycle or NSF provided golf cart to fulfill inspection duties.
6. No other compensation shall be provided.

## ADDENDUM B

**Contractors** need to make evident certificates of the following minimum coverages. Such certificates shall be included with the hotel proposal:

- Workers' Compensation insurance meeting the statutory requirements of the State of Nebraska
- Employers' Liability insurance providing limits of liability in the following amounts:
  - ◆ Bodily injury by accident: \$100,000 each accident
  - ◆ Bodily injury by disease: \$500,000 policy limit
  - ◆ Bodily injury by disease: \$100,000 each employee
- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
  - ◆ General aggregate: \$1,000,000
  - ◆ Product/completed operations aggregate: \$1,000,000
  - ◆ Personal and advertising injury liability: \$1,000,000
  - ◆ Per occurrence: \$1,000,000
  - ◆ Fire legal liability: \$50,000

If the Contractor does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the Contractor. Nebraska State Fair Board is listed as additional insureds as respects insured's operations.

### LIABILITY

The Contractor agrees to hold Nebraska State Fair Board (legal entities, employees, board members and thereof) harmless from any liability, cost or expense in connection with or growing out of any claim whatsoever for injury, loss or damage to person and/or property at activities involved with this agreement in or upon the NSF premises, its facilities and appurtenances OR any transportation of persons, property or items in any way related to NSF.

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I acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESOLUTION 2019-234

WHEREAS, Grand Island has been home to the Nebraska State Fair since 2010;  
and

WHEREAS, more than 300,000 people visit the Nebraska State Fair each year;  
and

WHEREAS, the Nebraska State Fair wishes to enter into an Emergency Medical Service Agreement with the Grand Island Fire Department; and

WHEREAS, the Grand Island Fire Department will be compensated \$38,800 in exchange for providing emergency medical service at the 2019 Nebraska State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Emergency Medical Service Agreement between the Nebraska State Fair and the City of Grand Island Fire Department for first aid services.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 13, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 9, 2019	☐ City Attorney