



City of Grand Island

Tuesday, July 27, 2021

Council Session

Item G-11

#2021-174 - Approving State Fair Emergency Medical Service Agreement

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: July 27, 2021
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 services at the 2021 Nebraska State Fair. In exchange for \$30,550, 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 2020-21 fee schedule. Each day, two to six Grand Island Fire Department (GIFD) personnel will be on site at the fair from 8 am to midnight 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 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 2021 state fair in exchange for \$30,550.

SERVICE AGREEMENT
2021 NEBRASKA STATE FAIR
AUG. 27 - SEP. 6, 2021
DATED: July 14, 2021



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: Bill Ogg
p) 308.382.1685 e) bogg@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

PURPOSE and CONTRACT DOCUMENTS

The purpose of this agreement is for Contractor to provide Emergency Medical Response service August 27 - September 6, 2021 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 27, 2021 and end September 6, 2021. Contractor shall report to the Executive Director 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 \$30,550.00 + Agreed upon fee for Standby and Emergency Crew as requested. 2021 Standby and Emergency Crew request is described in #2 of Addendum A. Payment shall be provided in full when all services are completed. Payment will be made on or about September 10, 2021.

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

The State Fair agrees to indemnify the City and hold the City harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by any act, omission, of the State Fair or its subcontractors, agents, or employees. The City agrees to indemnify the State Fair and hold the State Fair harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or NSF Service Agreement

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damage to property caused by act or omission of the City or its contractors, agents, or employees. The

indemnification provided in this paragraph does not affect the State Fair's limitations of liability set forth in other paragraphs of this agreement.

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.

Signature, Contractor

Signature, Nebraska State Fair

Date

Date

ADDENDUM A

Purpose Statement:

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

The Contractor will:

1. Provide daily Emergency Crew (1 EMT, 1 Paramedic) on-site from 3am-midnight daily and a second Emergency Crew from noon - 8:00pm daily, (time may be adjusted with NSF Executive team) August 27 through September 6, 2021. Plus, Contractor will provide a third Emergency Crew or firetruck with Emergency Crew for standbys, as requested in #2. Based on the schedule presented in #2 below, an additional \$3,360.00 will be paid by Nebraska State Fair to Grand Island Fire Department for the services rendered in Standby Ambulance and Emergency Crew.
2. Special Events that require **Standby Ambulance** and Emergency Crew include:
 - a. Bull Fighting tentatively 7 - 9:30 PM Friday, August 27.
 - b. Indian Relay Races on Saturday and Sunday, tentatively 5 - 9:30 PM August 28 and 29.
 - c. Antique Tractor Pull tentatively 9:00 AM - 2:00 PM on Monday, Aug 30.
 - d. Ranch Rodeo tentatively 7 - 9:30 PM Sunday, September 4.
 - e. High School Rodeo on Monday, September 6
 - f. Tractor Pull on tentatively 5 - 9:00 PM Sunday, September 5
 - g. Demolition Derby tentatively 2:00 PM - 5:00 PM on Monday, September 6
3. Other large gatherings that do **not** require standby Medical Team:
 - a. Nebraska's Largest Classroom - Grade School Classrooms on Grounds Tuesday, Wednesday, Thursday of August 31, September 1 and 2.
 - b. Older NE Day Concert - inside HEC on Monday, Aug 30 at 2:00pm - capacity around 5000
 - c. Outdoor Concerts - Sport Field/Track on Thursday, Friday, Saturday, September 2, 3, 4. - anticipated capacity to be approved for up to 10,000.
4. Ambulances will be spotted in a central location on the Fonner Park grounds.
5. Consult with Executive Director and/or Deputy ED regarding schedule planning, necessary changes or adaptations .
6. Provide proactive service abiding by the laws of the State of Nebraska and Nebraska State Fair rules and regulations.
7. Work closely with the Deputy ED on scheduling needs.
8. Provide the Executive Director with daily reports as well as a final report of all First Aid Response activity.
9. Attend daily Team Gatherings tentatively scheduled 8am each day of State Fair.
10. Provide (1) - "Gator" type UTV equipped with secure backboard transport capability.

Nebraska State Fair will:

1. Provide all necessary gate admission and parking for Emergency Service Providers: Anticipated need is for six (6) Gate Admission credentials for working GIFD Personnel and Inspector(s).
2. Provide Emergency vehicle ingress and egress to assist with patron care.
3. Allow Inspectors to travel on bicycle or GIFD provided golf cart to fulfill inspection duties.
4. One (1) Gator or Kubota brand of UTV for Emergency Crew to install their universal transport insert.
5. Two (2) golf carts for use by City inspectors as needed, NOT expected to be a daily need.
6. No other compensation shall be provided.

RESOLUTION 2021-174

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 a service agreement with the Grand Island Fire Department for onsite, emergency medical services; and

WHEREAS, The Grand Island Fire Department will be compensated \$30,550 in exchange for providing emergency medical service at the 2021 Nebraska State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department for emergency medical services.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
July 23, 2021 ☒ City Attorney