



# City of Grand Island

Tuesday, July 26, 2022

Council Session

## Item G-6

### **#2022-183 - Approving State Fair Emergency Medical Service Agreement**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Fire Chief Cory Schmidt  
**Meeting:** July 26, 2022  
**Subject:** State Fair EMS Contract  
**Presenter(s):** Fire Division Chief 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 2022 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 2021-22 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 2022 State Fair in exchange for \$30,550.

**SERVICE AGREEMENT**  
**2022 NEBRASKA STATE FAIR**  
**AUG. 26 – SEP. 5, 2022**  
**DATED: June 2, 2022**



*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 26 – September 5, 2022 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 26, 2022 and end September 5, 2022. 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. Payment shall be provided in full when all services are completed. Payment will be made on or about September 9, 2022.

**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 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

\_\_\_\_\_  
Date

*Jaime Parr*  
\_\_\_\_\_  
Signature, Nebraska State Fair

07/14/2022

\_\_\_\_\_  
Date

*Stacy R. Winkler*  
*Interim City Attorney*

## 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 8am-midnight daily and a second Emergency Crew from noon – 8:00pm daily, (time may be adjusted with NSF Executive team) August 26 through September 5, 2022. Plus, Contractor will provide a third Emergency Crew or firetruck with Emergency Crew for standbys, as requested in #2.
2. Special Events that require **Standby Ambulance** and Emergency Crew include:
  - a. Bull Fighting tentatively 7 – 9:30 PM Friday, August 26 (Five Pints Bank ARENA).
  - b. Indian Relay Races on Saturday and Sunday, tentatively 2:00 – 4:00 PM, August 27 and 28 (Anderson Field – Service set up in the INFIELD of the track please).
  - c. Antique Tractor Pull tentatively 9:00 AM – 2:00 PM on Monday, Aug 29 (East Entertainment Area – NORTH of the Q Barn).
  - d. Ranch Rodeo tentatively 4-6:00 PM Sunday, September 3 (US Foods Open Air Arena).
  - e. High School Rodeo on Monday, September 5 (US Foods Open Air Arena)
  - f. Tractor Pull on tentatively 5 – 9:00 PM Sunday, September 4 (Anderson Field)
  - g. Demolition Derby tentatively 2:00 PM – 5:00 PM on Monday, September 5 (Anderson Field)
3. Other large gatherings that do **not** require standby Medical Team:
  - a. Nebraska's Largest Classroom – Grade School Classrooms on Grounds Friday (8/26) Tuesday (8/30), Wednesday (8/31).
  - b. Older NE Day Concert HEC on Monday, Aug 29 at 2:00pm – capacity around 5000 (HEC)
  - c. Outdoor Concerts – Anderson Field on Wednesday, Thursday, Friday, Saturday, August 31 and September 1, 2, 3. Anticipated capacity is 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 (2<sup>nd</sup> Floor of Admin at Board Room)
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) UTV (Gator/Kubota/etc.) for Emergency Crew to install their universal transport insert.
5. Make sincere effort to have two (2) golf carts available for regular use by City inspectors as needed, NOT expected to be a daily need.
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.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Stacy R. Winkler*  
*Interim City Attorney*

RESOLUTION 2022-183

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 2022 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
July 22, 2022            ✕ City Attorney