

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

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.

Roger Y. Steele

Signature, Contractor

8/13/2019

Date

Frank Cox

Signature, Nebraska State Fair

8/6/19

Date

Stacy R. Warkof
Interim City Attorney
8/13/19

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 1st , 2019 and the Demolition Derby September 2nd , 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.

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

Roger G. Steele
Print Name

Roger G. Steele
Signature

8/13/2019
Date

Stacy R. Warkup
Interim City Attorney