

**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

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

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

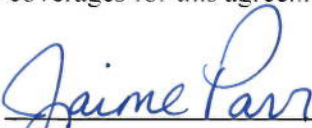
**SEVERABILITY & NONPERFORMANCE**

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

7-15-2021  
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.



**ADDENDUMB**

**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 - 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.

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

7/28/2021  
Date

Stacy R. Norhof  
Interim City Attorney

Stacy R. Norhof

7/28/21