

**SERVICE AGREEMENT  
2023 NEBRASKA STATE FAIR**

Aug. 25 – Sept. 4, 2023

DATED: July 14, 2023



**Between these parties:**

Promoter: Nebraska State Fair Board  
dba Nebraska State Fair (NSF)  
PO Box 1387  
Grand Island, NE 68802  
o) 308-382-1620  
Contact: Jaime Parr  
p) 308-382-1710  
e) [jparr@statefair.org](mailto:jparr@statefair.org)

Contractor:  
Grand Island Fire Department  
PO Box 1968 / 100 East First Street  
Grand Island, NE 68801  
o) 308-385-5444 ext. 229  
Contact: Cory Schmidt  
p) 308-385-5423  
e) [corys@grandisland.com](mailto: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 25 – September 4, 2023, 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 25, 2023 and end September 4, 2023. 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 \$34,200.00. Payment shall be provided in full when all services are completed. Payment will be made on or about September 8, 2023.

**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 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**

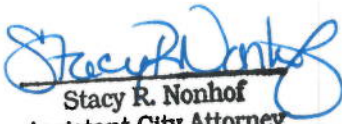
Contractor is required to obtain the required insurance coverages for this agreement. See Addendum B.

  
\_\_\_\_\_  
Signature, Contractor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature, Nebraska State Fair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy R. Nonhof  
Assistant City Attorney

## ADDENDUM A

### Purpose Statement:

Contractor's chief responsibility is to provide First Aid Response and transport service for Nebraska State Fair (11-day event).

### The Contractor will:

1. Provide Emergency Crew (1 EMT, 1 Paramedic) on-site from 8 am – midnight daily and a second Emergency Crew from noon – 8:00 pm daily, (time may be adjusted with NSF Executive team) August 25 through September 4, 2023. 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 Riding 7:00 – 9:00 pm Friday, August 25 (US Foods Outdoor Arena). Standby ONLY.
  - b. ATV Big Air Tour 7:00 – 9:00 pm Saturday, August 26 (Anderson Field). Standby ONLY.
  - c. Outlaw Truck and Tractor Pull 6:00 – 8:30 pm Sunday, August 27 (Anderson Field).
  - d. Antique Tractor Pull 9:00 am – 2:00 pm Saturday, September 2 (Grand District). Standby ONLY.
  - e. Ranch Rodeo 5:00 – 7:00 pm Saturday, September 2 (US Foods Outdoor Arena). Standby ONLY.
  - f. Ultimate Bull Fighting 7:00 – 9:00 pm Sunday, September 3 (US Foods Outdoor Arena). Standby ONLY.
  - g. High School Rodeo 10:00 am – 2:00 pm Monday, September 4 (US Foods Outdoor Arena). Standby ONLY.
  - h. Championship Demolition Derby 2:00 – 5:30 pm Monday, September 4 (Anderson Field).
3. Other large gatherings that do not require standby Medical Team:
  - a. Nebraska's Largest Classroom – Grade School Classrooms on Grounds Friday (8/25), Tuesday (8/29), and Wednesday (8/30).
  - b. Older Nebraskans Day Concert HEC 2:00 pm on Monday (8/28). Capacity around 5,000 (HEC).
  - c. Outdoor Concerts – Anderson Field on Wednesday, Thursday, Friday, Saturday, August 30, 31 and September 1, 2. Anticipated capacity is to be approved for up to 9,000.
4. Ambulance will be spotted in a location on the Fonner Park grounds, that provides efficient and effective emergency response (in the area where the scheduled event occurs).
5. Consult and work closely with Executive Director 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. Provide the Executive Director with daily reports as well as a final report of all First Aid point of contacts and Response activity.
8. Attend daily Team Gatherings tentatively scheduled 8:00 am each day of the State Fair (2<sup>nd</sup> Floor of Admin at Board Room).
9. Provide (1) – "Gator" type IJTV 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.

