

REQUEST FOR LINCOLN FIRE & RESCUE STANDBY SERVICES

CONTRACTING AGENCY: AGENCY REQUESTING STANDBY/SPECIAL SERVICE
(CUSTOMER)

CONTRACTED AGENCY: LINCOLN FIRE & RESCUE (LF&R)

I. ROLE OF THE CONTRACTED AGENCY.

LF&R shall provide dedicated standby emergency response services to the CUSTOMER for a special event during a specific time frame.

II. PURPOSE.

The CUSTOMER as the undersigned is requesting LF&R to provide public safety personnel, equipment and services for a special event where the CUSTOMER is requesting or required to provide a higher level of service than normally provided under routine circumstances. The CUSTOMER understands that all services rendered will be provided within the scope and authority provided to LF&R through existing policy or regulation.

III. FINANCE

The CUSTOMER agrees to reimburse LF&R for the costs of providing the resources as described below:

1. For purposes of calculating billing, time shall commence 30 minutes prior to the site time and end 60 minutes after the event services are no longer required. Site time is considered 30 minutes prior to event starting time unless an earlier on-site time is requested. A one-time administrative fee shall be charged for processing requests.
 - a. *Example; If you schedule your event at 12:00. LF&R will show up at your site at 11:30 (site time). Billing will start at 11:00 to allow for travel to your location with billing end time 60 minutes after you release the asset. This allows for return travel as well as restocking and mandatory state reporting requirements.*
2. If CUSTOMER's event is cancelled and CUSTOMER fails to notify LF&R prior to 24 hours before the scheduled time, CUSTOMER's organization will be charged a minimum 2.5 hour rate inclusive of administrative charges.
3. The CUSTOMER will remit payment at the time of receipt of the invoice. Remit all reimbursement to:

Lincoln Fire and Rescue
555 S. 10th St, Mailbox 28
Lincoln, NE 68508-2803
4. The City of Lincoln, NE City Council Approved Standby Rate Schedules are attached.
(Appendix A)

IV. REQUESTED EMPLOYEES AND SERVICES.

The CUSTOMER will identify the number of resources necessary for an event. The number of resources requested may vary by event. Resource staffing will be managed by LF&R.

1. The CUSTOMER request shall be facilitated through LF&R's online scheduling portal <http://lincoln.ne.gov/city/fire/index.htm> unless otherwise authorized.
2. This request shall be no later than 30 calendar days prior to the event. If an event is requested less than 30 calendar days prior to the event, an additional fee of 15% of the total invoice will be assessed. An exception may be considered for special circumstances such as hosting post-season events. Whether such exception will apply shall be determined by LF&R in their sole discretion.
3. LF&R employees assigned to an event shall comply with the CUSTOMER's personnel accountability system, if applicable. Billing times will be calculated based on Section III (1) and not connected to any onsite time or accountability system provided by the CUSTOMER or other entity.
4. LF&R services shall generally be provided to the event site, entry points and pedestrian approaches to the event. Pre- and post- event mobile units may extend the response area if so assigned for that event.

V. EMPLOYMENT/BENEFITS.

Employees of the City of Lincoln hired under this agreement shall not be considered employees of the CUSTOMER and shall not be entitled to any benefits from the CUSTOMER to include, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

VI. TERM.

The effective date of this agreement shall be from September 1, 2024 through August 31, 2025.

VII. INDEMNIFICATION/INSURANCE.

The CUSTOMER requests assistance of employee(s) of the City of Lincoln's Fire and Rescue Department. In consideration of this request, the CUSTOMER agrees to the fullest extent permitted by law, and without regard to the availability, terms or limits of liability of any insurance, to defend, indemnify and hold harmless the City of Lincoln, its agents and employees from and against any and all claims, suits, demands, actions, liabilities, losses, damages or judgments arising by injury or death of any person, claim of wrongful arrest, or civil violation of any civil right, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, could costs, investigator fees and expert fees) of any nature whatsoever that is caused in whole or in part be the intentional or negligent act or omission of the CUSTOMER or the CUSTOMER employees or contractors, or anyone for whose acts for which the CUSTOMER may be liable. Notwithstanding the above indemnification, the CUSTOMER shall give the City of Lincoln's Fire Chief reasonable notice of any matter covered herein that occurred during the job/assignment and shall forward to the City of Lincoln's Fire Chief a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

In addition to the above indemnification, the CUSTOMER agrees and certifies that it will maintain insurance coverage protecting the CUSTOMER and the City of Lincoln. The CUSTOMER agrees to provide proof of insurance. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence, \$3,000,000 Aggregate;
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence, \$3,000,000 Aggregate;
3. Personal Injury Damage - \$1,000,000 each Occurrence;

4. Contractual Liability - \$1,000,000 each Occurrence;
5. Medical Expenses (any one person) - \$10,000.

Umbrella insurance may be used to supplement insurance coverage provided that the umbrella insurance contains terms no more restrictive than the applicable underlying insurance.

A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance. The CUSTOMER may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Contracting Agency possessed General Liability Insurance.

All insurance provided shall be on standard ISO forms, shall be written on an "occurrence" and "duty to defend" basis, and shall be specifically identified as being primary and non-contributory with respect to any insurance or self-insurance available to the City of Lincoln, its employees or its assigns. In the event of a failure to provide the described insurance, the Contracting Agency outside employer shall defend, indemnify and hold harmless the City of Lincoln, its employees and its assigns to the same extent as if the described insurance had been obtained as required by this agreement.

The CUSTOMER is required to provide the LF&R Point of Contact (POC) in *Appendix B* with thirty (30) calendar days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

Sections VII survives the expiration of this Request and/or the completion of services by the employee(s).

VIII. FAIR EMPLOYMENT & LABOR STANDARDS.

The CUSTOMER shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1 122, as amended. The undersigned shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

IX. INTEGRATION, AMENDMENTS, ASSIGNMENTS.

This Request represents the entire agreement. The CUSTOMER is prohibited from subcontracting duties and responsibilities found in this Request. Additionally, the undersigned shall be prohibited from entering into a separate agreement with City of Lincoln's employee(s) which is inconsistent with this document, specifically but not limited to liability and insurance requirements.

X. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of this Request is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of the terms of this document and invalidity of any section or subdivision of a section of this Request shall not invalidate any other section or subdivision of a section thereof.

XI. NEBRASKA LAW.

The terms of this Request shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XII. CAPACITY

The undersigned representatives hereby agree and represent that he or she is legally capable to sign this document and to lawfully bind the Party's to the terms of this document.

XIII. SOVEREIGN IMMUNITY.

The City of Lincoln does not waive its governmental or other immunities by entering into this agreement and fully retains and reserves all immunities and defenses provided by law. This section shall survive expiration or termination of this Agreement.

XIV. WAIVER OF SUBROGATION

The CUSTOMER agrees for itself and its insurer that it will waive and forego any claims for subrogation against the City of Lincoln related to or arising out of this Agreement.

By signing this document, I agree and acknowledge all the stated terms and conditions. Signed contracts shall be mailed or electronically delivered to LF&R's POC in *Appendix B*.

Name of Contracting Agency (please print)

Contracting Agency Billing Address, City, State, Zip

Contracting Agency Representative (please print)

Contracting Agency Representative e-mail

Phone

Contracting Agency Representative Signature

Date

David Engler, Fire Chief, Signature

Date

Appendix A:

City Council Approved Standby Rate Schedule *(effective September 1, 2024, until August 31, 2025)*

Appendix B:

Please direct all correspondence either electronic or otherwise to the **Point of Contact (POC)** listed below.

Lincoln Fire and Rescue:

Lincoln Fire & Rescue, Standby Division

901 W. Bond Suite #200

Lincoln, NE 68521

Phone: 402-840-5837

Email Address: LFRstandby@lincoln.ne.gov