



CITY OF ABERDEEN FIRE DEPARTMENT

700 West Market Street • Aberdeen, WA 98520
PHONE (360) 532-1254 • FAX (360) 532-1255
www.aberdeenwa.gov

EMERGENCY MEDICAL SERVICES STAND-BY PROGRAM

The Aberdeen Fire Department understands the importance of providing EMS services during special events or community programs. The enclosed EMS Stand-By Service Agreement must be utilized in order to arrange any special EMS coverage by the Aberdeen Fire Department.

Special EMS Services differ depending on the organization requesting (government vs. business vs. nonprofit) services and the contents of the enclosed agreement should be carefully reviewed and completed depending on the nature of your event and hosting organization.

In order for any organization to request dedicated EMS standby services from the Aberdeen Fire Department, the enclosed agreement must be completed, signed and returned to the Aberdeen Fire Department at least seven (7) calendar days prior to the start of any single occurring special event. Extended events, multi-day events, or large events requiring dedicated EMS services beyond one ambulance must be arranged and this agreement returned to the Aberdeen Fire Department at least fourteen (14) calendar days prior to the start of the event, unless otherwise approved by the Fire Chief.

Although the Aberdeen Fire Department will make every effort to provide the level of service requested, no specific level of service or coverage can be guaranteed due to the nature of emergency services. In extreme circumstances units may need to respond to other incidents outside of the event. At all times, the Aberdeen Fire Department will determine if and how to utilize Fire Department equipment and personnel. Please read the enclosed agreement carefully for details.

The Aberdeen Fire Department always seeks to provide the best EMS services to citizens and those requesting special services and we always welcome feedback should you have any questions or concerns. To complete the process of requesting dedicated stand-by services from the Aberdeen Fire Department please accurately complete the enclosed agreement and submit it to the Aberdeen Fire Department prior to applicable deadlines.

Return completed and signed agreements to:

E-MAIL: dgolding@aberdeenwa.gov

MAIL/IN PERSON: Aberdeen Fire Department
700 W. Market Street
Aberdeen, WA 98520

EMERGENCY MEDICAL SERVICES STAND-BY AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____ by
and between The City of Aberdeen Fire Department (AFD or City) and _____
_____, hereinafter referred to as PARTIES.

RECITALS

WHERAS, The SERVICE USER desires to contract for special EMS services; and

WHERAS, AFD is willing to provide such services under the terms set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. AFD will provide the following marked special service(s) to the SERVICE USER named above:

_____ A. DEDICATED AMBULANCE STANDBY

- i. Available to ANY SERVICE USER
- ii. Standby ambulance service, meaning an ambulance with two (2) medical technicians, will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of AFD crews and resources, see item #3 for additional details.
- iii. The fee for this service is \$175.00 per hour with a minimum charge of two (2) hours.

_____ B. NON-DEDICATED AMBULANCE STANDBY

- i. This option is ONLY available to NONPROFIT AND GOVERNMENTAL "SERVICE USERS" (refer to item #7 for additional details)
- ii. Standby ambulance service, meaning an ambulance with two (2) medical technicians, will locate themselves at a function, although will not be dedicated to that event
- iii. There is no fee for this service.

_____ C. DEDICATED EMS STANDBY

- i. Available to ANY SERVICE USER with approval of the Aberdeen Fire Department Fire Chief or his/her designee.
- ii. Standby EMS service, meaning a minimum of one (1) medical technician, will locate themselves at a function or event and will remain dedicated to that

event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of AFD crews and resources, see item #3 for additional details.

- iii. The fee for this service is \$75.00 per hour with a minimum charge of two (2) hours, per technician.
- 2. AFD will provide the above marked special service(s) to the SERVICE USER named above for the dates, times, and locations specified in the "EMERGENCY MEDICAL SERVICES STANDBY EVENT INFORMATION."
- 3. Due to the call volume of AFD, dedicated Standby Services are subject to the availability of off-duty crews and availability of reserve units. In addition, even if a SERVICE USER requests and agrees to the conditions of Dedicated Stand-by Services, certain extreme or catastrophic events may require AFD to utilize technicians and equipment assigned to the Dedicated Standby. If this occurs during a Dedicated Standby (with this AGREEMENT in place), and a lapse of onsite EMS coverage occurs, another unit and/or crew will be routed to the event as soon as possible, and the SERVICE USER will only be invoiced for the service time actually provided and no minimum charge will apply.
- 4. Upon completion of Dedicated Standby Services, AFD will bill SERVICE USER for all costs associated with this agreement and SERVICE USER agrees to pay all fees within 30 days of invoice receipt.
- 5. AFD reserves the right to refuse any Special Services Agreement submitted by SERVICE USER less than seven (7) days prior to the start time of the requested Dedicated Standby Services event.
- 6. SERVICE USER agrees to pay \$150.00 in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by AFD less than seven (7) days prior to the start time of the request Dedicated Stand-by Services event.
- 7. If the SERVICE USER is entering into this agreement as a NONPROFIT organization AND requesting a NON-DEDICATED STANDBY, a copy of the SERVICE USER organization's IRS Determination Letter MUST be attached to this agreement to qualify for waived fees. Governmental agency confirmation will be conducted by AFD before any SERVICE USER filing as such will be provided services by AFD for waived fees.
- 8. The parties agree that commercial service/for profit events and users are not eligible for nondedicated standby (no fee) services and the SERVICE USER will be billed, and will pay, for special EMS services following the conclusion of the event.
- 9. This Agreement shall begin upon approval of this document and shall terminate at the conclusion of the requested service term. This Agreement may be cancelled by either party by giving 48-hours advance notice. Cancellation of events or requested service with less than 48 hours notice, for which AFD incurred costs for either supplies or personnel, the SERVICE USER agrees to pay for actual time the EMS unit was dedicated (including travel) and/or for two hours of time, whichever is greater.
- 10. Nothing herein shall be construed to create a higher standard of care on the part of AFD than generally recognized under the laws of the State of Washington.

11. The charges provided for herein reflect only those charges associated with making EMS services more readily available to the SERVICE USER. The normal charges for care and transportation of patients will be the responsibility of the patient.
12. AFD shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the State of Washington Department of Health Office of Emergency Medical Services to accomplish the job agreed to be performed unless otherwise agreed in writing.
13. The SERVICE USER agrees to provide a means of shelter from the environment sufficient enough to perform the requested service and sanitation provisions for the AFD personnel if the situation deems necessary.
14. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the SERVICE USER on behalf of the AFD personnel. AFD personnel shall not be treated as employees of the SERVICE USER with respect to the services performed hereunder for federal or state tax purposes.
15. AFD personnel providing the requested service shall not be charged for admission or entry fee to the event for which they have been requested.
16. The City of Aberdeen provides workers compensation and liability insurance for its employees that render services in the course of their duty with the Aberdeen Fire Department and in accordance with City of Aberdeen policies and procedures.
17. **RELEASE OF LIABILITY:** The SERVICE USER shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SERVICE USER and the City, its officers, officials, employees, and volunteers, the SERVICE USER's liability hereunder shall be only to the extent of the SERVICE USER's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the SERVICE USER's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.
19. **NO AUTHORITY TO BIND THE CITY OF ABERDEEN – ABERDEEN FIRE DEPARTMENT EMS:** AFD personnel have no authority to enter into contracts or agreements on behalf of the City

of Aberdeen – Aberdeen Fire Department EMS. This agreement does not create a partnership between the parties.

20. DECLARATION BY SERVICE USER: SERVICE USER agrees to comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work performed under this agreement.
21. Any notice given in connection with this Agreement shall be given in writing. Verbal notice may be given in conjunction with written notice when time does not permit adequate notice of a cancellation of the requested service or change in any part of this Agreement. Verbal notice may only be accepted by the Fire Chief of the Aberdeen Fire Department.
22. ASSIGNABILITY: This Agreement may not be assigned, in whole or in part, by SERVICE USER.
23. DISPUTES: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Washington. The Venue shall be in Grays Harbor County, Washington.
24. ENTIRE AGREEMENT: This is the entire Agreement of the parties.
25. SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
26. AMENDMENTS: This Agreement may be supplemented, amended or revised only in writing by Agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first noted above.

SERVICE USER/REPRESENTATIVE

Printed Name

Signature

Date

ABERDEEN FIRE DEPARTMENT

Printed Name, Title

Signature

Date



CITY OF ABERDEEN FIRE DEPARTMENT

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EMERGENCY MEDICAL SERVICES STAND-BY EVENT INFORMATION

The following "SERVICE USER" information will be used by the Aberdeen Fire Department for scheduling and billing for services. Any changes to the schedule shall require a minimum 48-hour notification.

NAME/TITLE OF EVENT: _____

DATE(S) OF EVENT: _____ Start Time: _____ End Time: _____

EVENT LOCATION: _____

EVENT REQUIRES THE FOLLOWING LEVEL OF SERVICE:

- A. Dedicated Ambulance Stand-By
- B. Non-Dedicated Ambulance Stand-By
- C. Dedicated EMS Crew Stand-By

EVENT DETAILS:

SERVICE USER/ORGANIZATION NAME: _____

TYPE: Corporation/Business/Private Non-Profit Governmental Other

ARE YOU CHARGING ADMISSION TO THE EVENT? Yes No

PRIMARY CONTACT PERSON: _____

MAILING ADDRESS (for billing): _____

CITY: _____ STATE: _____ ZIP CODE: _____

E-MAIL ADDRESS: _____

ABERDEEN FIRE DEPARTMENT USE ONLY

DATE RECEIVED: _____

APPROVED: YES NO DATE: _____

BY: _____ SIGNATURE: _____

COMMENTS: