

**Request for Standby
Washington-Tyrrell County EMS**



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STANDBY REQUEST MUST BE SUBMITTED TWO WEEKS PRIOR TO EVENT FOR SCHEDULING

THIS AGREEMENT is hereby made between Washington County d/b/a Washington-Tyrrell County EMS (the "County") and _____ (the "Requestor") as set forth below according to the following terms, conditions, and provisions.

1. Identity of Requestor of Service

The requestor of service (hereafter requestor) is identified as follows.

Name: _____

Complete Legal Name

Type of Entity: Cooperate Not-for-profit For Profit
 Washington County Government Private Citizen Request
 Other _____

Address: _____

Street or Post Office Box: _____

City/State/Zip: _____

Business Phone: () _____

Fax: () _____

2. Service Requested

Requester requires (number of units) _____ emergency medical services (EMS) unit(s) available to provide pre-hospital emergency medical care in accordance with County EMS policies/procedures at:

Location: _____

Event Name: _____

From: ____ / ____ / ____ @ ____ a.m. /p.m. To ____ / ____ / ____ @ ____ a.m. /p.m.

This event requests that the EMS unit be staffed at the selected level below.

Select One: BLS or ALS

The requestor understands that this service may be provided by use of a quick response vehicle (QRV) or ambulance sufficient enough to furnish the requested services.

Additional services requested include:

3. Term of Payment

The requester agrees to pay \$50.00 an hour for each EMS unit furnished. All rates are subject to change. If requester cancels or refuses the EMS unit requested without reasonable cause as outlined in this agreement, the requestor agrees to pay for actual time the EMS unit provided service and/or for one/half of the requested and contracted time, whichever is greater.

Payment in the full amount for the hours that are requested shall be paid to the County Finance Office at least seventy two (72) hours prior to the start of the event. Failure to make said payment may result in the County cancelling the EMS unit's availability.

4. Waiver of Payment

A waiver of payment may be granted to a department and/or agencies of Washington and Tyrrell Counties. Requests for fee and payment waivers must be approved by the Washington County Manager or his/her designee. Payment is automatically waived for Washington/Tyrrell County Emergency Services.

5. Limitation of Damages

County's maximum liability under this agreement shall be limited to the actual amount the Requestor contracts to pay County hereunder, and in no event shall County be deemed liable for any damages in excess thereof whether direct, indirect, consequential, or otherwise.

6. Equipment, Tools, Materials, or Supplies

County EMS shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the North Carolina Office of Emergency Medical Services (NCOEMS) to accomplish the job agreed to be performed unless otherwise notified. The Requestor agrees to provide a means of shelter from the environment sufficient enough to perform the requested service and sanitation provisions for the EMS personnel as reasonably required by circumstances.

7. Federal, State, and Local Payroll Taxes

County is an independent contractor of Requestor, and no income tax or payroll tax of any kind shall be withheld or paid by Requestor on behalf of EMS personnel. EMS personnel shall not be treated as employees of the Requestor with respect to the services performed hereunder for federal or state tax purposes.

8. Waiver of Admissions and Entry Fee

EMS personnel providing the requested service shall not be charged for admission or entry to the event for which they have been requested.

9. Workers compensation and Liability Insurance

County provides workers compensation and liability insurance for its employees that render services in the course of their duty with County and in accordance with County policies and procedures.

10. Term of Agreement

This agreement shall begin upon approval of this document and shall terminate at the conclusion of the requested service performed, provided however that the terms of this agreement shall be deemed to

apply and control during any subsequently requested services for which an updated agreement is not otherwise executed between the parties unless and until Requestor notifies Washington County otherwise in writing.

11. Termination with Reasonable Cause

With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for reasonable cause. Reasonable cause shall include:

- A. A material violation of this agreement by the other party
- B. Any act committed by the non-terminating party exposing the terminating party to liability for personal injury or property damage.
- C. Cancellation by either party for any reason with at least ten (10) days prior notice.
- D. Cancellation of the event for which the service was requested beyond Requestor's reasonable control, with at least seventy two (72) hours prior notice.

12. Release of Liability

Requestor agrees to hold and save completely harmless, and to fully indemnify County (including any and all officials, officers, employees, and/or agents thereof) from any and all litigation, and against any and all actions, liability, claims, suits, damages, cost or other expenses of any kind whatsoever (including without limitation attorneys' fees incurred for actual or threatened litigation) which may be brought or made against, or which may otherwise be incurred by County (including any and all officials, officers, employees, and/or agents thereof), or which may otherwise accrue and result to any other person, firm, or corporation furnishing or supplying any work, services, materials, or supplies in connection with any person, firm, or corporation that may be injured or damaged (including both personal and property damages) from the negligent or tortious action(s) or inaction(s) of Requestor (including any and all subcontractors or the respective officers, employees, and/or agents of either and/or all of them), or which County must otherwise pay and/or incur by reason of, or in any manner resulting from, any injury, loss or damage to persons or property resulting from any negligent or tortious action(s) or inaction(s) of Requestor (or of any and all subcontractors or the respective officers, employees, and agents of either and/or all of them), in the performance of this agreement.

13. Non-Waiver

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.

14. No Authority to Bind Washington-Tyrrell County EMS

EMS personnel have no authority to enter into contracts or agreements on behalf of County. This agreement does not create a partnership between the parties. Only the County Manager has authority to enter into or modify this agreement.

15. Declaration by Requestor

Requestor 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.

Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise of _____, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract

16. How Notices Shall Be Given

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party’s address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

17. Other Provisions

- a. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
- b. Modification: No modifications of the Contract shall be valid unless reduced to writing and signed by all parties hereto.
- c. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
- d. Assignment: This agreement may not be assigned, in whole or in part, by Requestor.
- e. Choice of Law and Forum: This Contract is made and entered into in Washington County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Washington County, North Carolina.
- f. Execution: The Contract may be executed in multiple counterparts in which event each executed copy hereof shall be deemed an original document as between the parties.

IN WITNESS WHEREOF, the parties hereto intending to be bound by the terms hereof, have set their hands and/or legal seals, or have caused this agreement to be duly executed on their behalf, in one or more counterparts, each constituting an original.

REQUESTOR:

By: _____

Date: _____

Title: _____

WASHINGTON-TYRRELL COUNTY EMS:

By: _____

Date: _____

Title: EMS Director (Non-Binding Signature)

By: _____

Date: _____

Title: Washington County Manager or Designee