

# Flaming Gorge Fire and EMS District Standby Services Agreement

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Flaming Gorge Fire and EMS District and \_\_\_\_\_ (service user). Whereas, Service User is requesting Emergency Medical Service or Fire Response Resource standby services, and, whereas Flaming Gorge Fire and EMS District is willing to provide such services under the terms set forth herein: Now, therefore it is agreed as follows:

1. Flaming Gorge Fire and EMS District agrees to provide the following marked special service(s) to the Service User:

- a.        Dedicated EMS ALS Ambulance Standby

Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency 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 FG EMS crews and resources. The fee for this service is \$200.00 per hour or any part thereof, with a minimum charge of two (2) hours.

- b.        Dedicated EMS BLS Ambulance Standby

Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, both of which at the Emergency Medical Technician-Basic level, 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 FG EMS crews and resources. The fee for this service is \$150.00 per hour or any part thereof, with a minimum charge of two (2) hours.

- c.        Dedicated Non-Transport ALS Standby

Standby non-transport service, meaning a licensed medical technician at the Advanced Emergency Medical Technician level or higher, 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. The fee for this service is \$75.00 per hour or any part thereof, with a minimum charge of two (2) hours.

NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

d.        Dedicated Non-Transport BLS Standby

Standby non-transport service, meaning a licensed medical technician at the Emergency Medical Technician-Basic level or higher, 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. The fee for this service is \$50.00 per hour or any part thereof, with a minimum charge of two (2) hours.

NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

e.        Non-Dedicated ALS Ambulance Standby

Standby ambulance service, meaning an ambulance with two appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency Medical Technician, will locate themselves at a function or event but will remain available for other routine EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to the event as soon as possible, but consistent coverage is not guaranteed. There is no fee for this service.

NOTE: This service is only available to nonprofit and governmental Service Users.

f.        Additional EMS Personnel

One or more appropriately licensed medical technicians supplemental to the above-selected service(s). Rates are respective to the type of personnel, as noted below (indicate quantity):

       BLS Personnel - \$50.00 per hour or any part thereof, per personnel

       ALS Personnel - \$75.00 per hour or any part thereof, per personnel

       Supervisor/Management - \$100.00 per hour or any part thereof, per personnel.

NOTE: This option is only available in conjunction with services "a" through "d" above, and must be for the same duration of said service.

g.        Fire Response Resources

One or more fire fighter with one or more apparatus as determined most appropriate by event organizer and fire chief:

- Command Staff Member (Chief/Asst. Chief) - \$30.00 per hour or any part thereof, per personnel
- Firefighter- \$25.00 per hour or any part thereof, per personnel
- Major Apparatus - \$500 per day or any part thereof
- Minor Apparatus - \$200 per day or any part thereof

2. Extreme, catastrophic, or immediate life-threatening emergencies may still require Flaming Gorge Fire and EMS District to utilize technicians and equipment assigned to a dedicated standby. If this occurs during a dedicated standby (with this agreement in place), and a lapse of onsite EMS coverage occurs, another similar resource will be immediately routed to the event as soon as possible.
3. Hourly charges for this service begin from the time the personnel arrive(s) at the designated standby location until they are released from the event, with a two-hour minimum charge per dedicated standby service. Flaming Gorge Fire and EMS District reserves the right to waive fees for events at the discretion of the board of directors.
4. Upon completion of dedicated standby services, Flaming Gorge Fire and EMS District will bill Service User for costs associated with this agreement, and Service User agrees to pay all fees within thirty (30) days of invoice receipt.
5. Flaming Gorge Fire and EMS District reserves the right to refuse any Dedicated Standby Services Agreement submitted by Service User less than thirty (30) days prior to the start time of 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 is received by Flaming Gorge Fire and EMS District less than 72 hours prior to the start time of the requested dedicated standby service event.
7. This agreement may be cancelled by either party by giving 48 hours advanced written notice.
8. The charges provided for herein reflect only those charges associated with making EMS or Fire Response Resources more readily available to the Service User. In all situations, if a patient is transported and/or treated, normal ambulance billing policies and charges will apply and will be billed to the patient receiving medical services or their designated responsible party. Utilization of fire response resources for fire suppression, extrication, or other emergency use will be billed separately to event organizer or individual liable for incident requiring response.
9. Nothing herein shall be construed to create a higher standard of care on the part of Flaming Gorge Fire and EMS District than generally recognized under the laws, rules and regulations set forth by the State of Utah and its Office of Emergency

Medical Services.

10. Each party will indemnify and hold the other harmless from any and all claims, actions, liability, and expenses (including costs of judgements, settlements, court costs, and attorney's fees) caused by or resulting from the negligent or intentional acts or omissions of the other party or any employee or contractor of the other party or any failure of the other party to perform any obligation undertaken or any covenant in this agreement. Upon notice from one party to the other, the notified party will have an obligation to resist and defend at its own expense and by counsel reasonably satisfactory to the notifying party, any such claim or action.
11. Flaming Gorge Fire and EMS District personnel have no authority to enter into contracts or agreements on behalf of Flaming Gorge Fire and EMS District. This agreement does not create a business partnership between the parties.
12. 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.
13. 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 Flaming Gorge Fire and EMS District Emergency Medical Services Director, Fire Chief, General Manager, or Board Chair.
14. This agreement may not be assigned, in whole or in part, by Service User.
15. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Utah.
16. If any part of this agreement shall be held unenforceable, the rest of the agreement will nevertheless remain in full force and effect.
17. This agreement may be supplemented, amended or revised only in writing by agreements of both parties.
18. Flaming Gorge Fire and EMS reserves the right to withdraw services without refund if EMS personnel determine that the environment is unsafe, inaccessible, or if staff are subjected to harassment, intimidation, or unfair treatment.

#### 19. Event Access Requirements

To ensure a prompt and safe response, all events must allow unrestricted EMS access:

- Ingress and egress routes must be accessible and drivable for ambulances at all times.
- Routes must be kept clear of mud, debris, or obstructions.
- The EMS access point must be clearly marked and communicated to event staff/security.
- Blocking access may result in early departure or cancellation of services without refund.

In witness whereof, the parties hereto have executed this agreement on the date first above written.

Service User

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Signature

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Printed Name

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Title

Flaming Gorge Fire and EMS District

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Signature

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Printed Name

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Title

# Event Information

The following information will be used by Flaming Gorge Fire and EMS District for scheduling and billing for EMS or Fire Response Resource standby services.

Name/Title of Event: \_\_\_\_\_

## EVENT OCCURRENCE 1

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Location: \_\_\_\_\_

## EVENT OCCURRENCE 2 (if applicable)

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Location: \_\_\_\_\_

(If request is for more than two event occurrences, attach additional details to agreement)

Organization Name: \_\_\_\_\_

Primary Contact Person (print): \_\_\_\_\_

Mailing Address (for billing): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Phone # Day of Event: \_\_\_\_\_

Email Address: \_\_\_\_\_