



# City of Peoria, Arizona Agreement



Agreement No: \_\_\_\_\_

Date: \_\_\_\_\_

Services: **Special Event Fire Dept. Emergency Services**

City Contact: **Karen Daines**

Location: City of Peoria, Fire Administration Division

Phone: (623) 773-7902

Mailing Address: 8401 W. Monroe St., Peoria, AZ 85345

## CUSTOMER INFORMATION AND REQUEST FOR SERVICES

To the City of Peoria (the "City"): The undersigned for themselves or on behalf of the firm, company, partnership, or other legal entity listed below (the "Customer") requests that the City provide paramedic and/or fire suppression services in accordance with this agreement. The Customer agrees to the provisions of this agreement, and warrants Customer's representations made herein.

Company Name (if any): \_\_\_\_\_ Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_ Federal Employer Identification Number: \_\_\_\_\_

## EVENT INFORMATION

Name of the event: \_\_\_\_\_ Number of people expected at the event: \_\_\_\_\_

Date of event: \_\_\_\_\_ Location of event: \_\_\_\_\_

Time Personnel are to arrive: \_\_\_\_\_ Number of fire department personnel requested \_\_\_\_\_

Time Personnel are to be released: \_\_\_\_\_ Comments: \_\_\_\_\_

## AGREEMENT TO PROVIDE SERVICES (FOR CITY OF PEORIA USE ONLY)

The City agrees to provide Emergency Medical Services and/or Firefighting services in accordance with this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Number of paramedics assigned: \_\_\_\_\_ Number of EMTs assigned: \_\_\_\_\_

Number of firefighters assigned: \_\_\_\_\_

Initial that the required fee was collected: \_\_\_\_\_

## MISCELLANEOUS PROVISIONS ON FOLLOWING PAGE

## MISCELLANEOUS PROVISIONS

"Emergency Medical Services" means management of medical emergencies of acutely ill or injured patients in the pre-hospital setting by Arizona state certified emergency medical technician(s) (EMT) and/or certified emergency paramedic(s) (paramedic). An EMT is capable of providing basic life support (BLS). BLS includes basic splinting of sprains and broken bones, bandaging, basic airway management, cardio-pulmonary resuscitation (CPR) and oxygen therapy. A paramedic is capable of providing BLS and advanced life support (ALS). ALS includes cardiac monitoring, intravenous therapy, advanced cardiac life support, intubation, and administration of certain drugs, under the direction of a physician through written standing orders, and/or telecommunications. Emergency Medical Services do not include transport to a hospital or other medical facility for follow-up care. The fee per hour per paramedic is \$51.00, the fee per hour per EMT is \$48.00; vehicles will be charged at \$83 per hour for utilization of a brush unit, \$137 per hour for use of a fire engine. EMS supplies will be charged at a rate of \$25 per hour. A check for the cost of service requested must accompany this agreement. If the fee due is greater than the amount of the check submitted, Customer agrees to pay the bill therefor immediately when received, with late fees accruing at 1% per month. If the event is cancelled, and the City Contact was not given at least 1 business day notice, then the fee is not refundable.

"Firefighting Standby Services" means provision of City of Peoria firefighter(s) on-scene to render fire suppression services if needed. The fee per firefighter per hour is \$49.00; and a check for that amount must accompany this agreement. If the fee due is greater than the amount of the check submitted, Customer agrees to pay the bill therefor immediately when received, with late fees accruing at 1% per month. If the event is cancelled, and the City Contact was not given at least 1 business day notice, then the fee is not refundable.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

This contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this contract shall be void and of no effect.

Customer may not assign any right or interest in this contract without prior written permission of the City and no delegation of any duty of Customer shall be effective without prior written permission of the City.

To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Customer, its employees, or agents in the performance of this agreement. Customer's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this agreement including any employee of the Customer or any other person for whose acts, errors, mistakes, omissions, work or services the Customer may be legally liable.

Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.