



City of Peoria, Arizona Agreement



Agreement No: _____ Date: _____

Services: **Special Event Fire Dept. Emergency Services** City Contact: Rick Picard

Location: City of Peoria, Fire Administration Division Phone: (623) 773-7279

Mailing Address: 8351 W. Cinnabar, Peoria, AZ 85345

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.

CUSTOMER INFORMATION AND REQUEST FOR SERVICES

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 the Event: _____ Location of the Event: _____

Time Personnel are to arrive: _____ Number of Fire 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.

Company Name (if any): _____ Business Address: _____

Signature: _____ City, State, Zip: _____

Printed Name: _____ Telephone: _____

Number of Paramedics assigned: _____ Number of EMT's assigned: _____

Number of Firefighters assigned: _____ Initial that the required fee was collected: _____

MISCELLANEOUS PROVISIONS ON FOLLOWING PAGE



EMS staffing is at a minimum one EMT and one Paramedic. The Fire Department will determine adequate EMS staffing based upon information provided by the customer and will provide a quote for services upon request. Vehicles will be charged at \$83 per hour for utilization of a brush unit, \$137 per hour for use of a fire engine. A check for the cost of services requested must accompany this agreement. If the fee due is greater than the amount of the check submitted, Customer agrees to pay the bill therefore 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 nonrefundable. '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.

'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; 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 therefore immediately when received, with late fees accruing at 1% per month. If the event is cancelled, and the City Contact was not given 1 business day notice, then the fee is not refundable.

The 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 with 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, 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, 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 purpose 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.