



FIRE-EMS  
(252) 232-7746 (Office)  
(252) 232-0015 (Fax)

PO Box 267  
Currituck, NC 27927

Currituck County  
**FIRE-EMS**

**Standby Request Form**

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

AGREEMENT is hereby made between Currituck County Fire & EMS and \_\_\_\_\_ as set forth below according to the following terms, conditions, and provisions:

- 1. **NAME:** Currituck County Fire - EMS  
**ADDRESS:** Post Office Box 267  
**CITY/STATE/ZIP:** Currituck, NC 27929  
**BUSINESS PHONE:** (252) 232-7746  
**FAX NUMBER:** (252) 232-0015  
**CONTRACT SERVICE NUMBER:** 10530-\_\_\_\_\_

- 2. **IDENTITY OF REQUESTOR OF SERVICE**  
 The Requestor of Service (hereafter "Requestor") is identified as follows:

**NAME:**

<b>LAST</b>	<b>FIRST</b>	<b>MIDDLE</b>
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Type Entity:             Corporation  
                                Currituck County Faction  
                                Not-For-Profit  
                                Other: \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Street or Post Office Box** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Business Phone:** (    ) \_\_\_\_\_

**FAX:** (    ) \_\_\_\_\_

**Social Security or Federal E.I.N.:** \_\_\_\_\_

- 3. **SERVICE REQUESTED**  
 Requestor requires (number of units)\_\_\_\_\_ emergency medical services (EMS) unit(s) available to provide prehospital emergency medical care in accordance with the Currituck County Fire-EMS system policies and procedures at

(location) \_\_\_\_\_,

for (event) \_\_\_\_\_

from \_\_\_/\_\_\_/\_\_\_ @ \_\_\_:\_\_\_ am/pm to \_\_\_/\_\_\_/\_\_\_ @ \_\_\_:\_\_\_ am/pm.

This event requires the EMS unit to be manned at the selected level:

Circle one: *basic life support (BLS)* / *advanced life support (ALS)*  
Requestor understands this service may be provided by use of a quick response vehicle (QRV) or ambulance sufficient enough to furnish the requested service. Additional services requested include:

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**4. TERMS OF PAYMENT**

The Requestor agrees to pay \$50.00 per hour for each EMS unit furnished. If the Requestor cancels or refuses the EMS unit for the requested service without reasonable cause as outlined in section 12 of this agreement, the Requestor agrees to pay for actual time the EMS unit provided service and/or for one hour of time, whichever is greater.

**5. WAIVER OF PAYMENT**

A waiver of payment may be granted to a department and/or agencies of Currituck County. Requests to waive fees / payment must be approved by the County Manager or his/her designee. Payment is automatically waived for departments of Currituck County Emergency Services.

**6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES**

Currituck County Fire - 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 (NC OEMS) to accomplish the job agreed to be performed unless otherwise agreed in writing.

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 if the situation deems necessary.

**7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES**

Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Requestor on behalf of the 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 fee to the event for which they have been requested.

**9. WORKERS COMPENSATION AND LIABILITY INSURANCE**

Currituck County provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with Currituck County and in accordance with Currituck County Fire - EMS 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.

**11. TERMINATION WITHOUT CAUSE**

Without cause, either party may terminate this Agreement after giving 14 days prior written notice to the other of intent to terminate without a cause. The parties shall deal with each other in good faith during the 14-day period after any notice of intent to terminate without cause has been given.

**12. TERMINATION WITH CAUSE**

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

- A. Material violation of this Agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.
- C. Cancellation of event or requested service with a minimum of three (3) days notice

**13. RELEASE OF LIABILITY**

Requestor agrees to hold Currituck County harmless for any damages or liability whatsoever arising out of any acts or omissions of the EMS personnel, or anyone else working under or with the EMS personnel.

**14. 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.

**15. NO AUTHORITY TO BIND CURRITUCK COUNTY FIRE - EMS**

EMS personnel have no authority to enter into contracts or agreements on behalf of Currituck County. This Agreement does not create a partnership between the parties.

**16. 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.

**17. 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.

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 Chief of EMS, Training Captain, or the on-duty Shift Supervisor.

**18. ASSIGNABILITY**

This Agreement may not be assigned, in whole or in part, by Requestor.

**19. CHOICE OF LAW**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of North Carolina.

**20. ENTIRE AGREEMENT**

This is the entire Agreement of the parties.

**21. SEVERABILITY**

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

**22. AMENDMENTS**

This Agreement may be supplemented, amended or revised only in writing by Agreements of the parties.

**CURRITUCK COUNTY FIRE - EMS**

By: \_\_\_\_\_

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

Title: Chief of EMS

By: \_\_\_\_\_

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

Title: Currituck County Official (applicable under section 5)

By: \_\_\_\_\_

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

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