

1694 County Road Minden, Nevada 89423 (775) 782-9040

Thank you for inquiring about East Fork Fire Protection District (EFFPD) providing special event services at your organization's event. EFFPD is your local all hazards Fire District provider, organized under NRS 474. Other State permitted agencies may provide service with prior written approval of the East Fork Fire Protection District on a case-by-case basis.

The East Fork Fire Protection District understands the importance of providing Emergency Medical Services (EMS) during special events or community programs. The enclosed Special Event EMS Service Agreement must be utilized in order to arrange EMS coverage by the East Fork Fire Protection District.

In order for any organization or governmental entity to request special event services from the Fire District, the enclosed agreement must be requested, completed, signed and returned to the District at least 10 business days prior to start of any one-time special event that is a day or less in duration. Extended events, multi-day events, or large events requiring special event EMS services beyond one ambulance should be arranged and this agreement returned to District at least 28 business days prior to the start of the event.

East Fork will attempt to provide the level of service requested, no specific level of service or coverage can be guaranteed due to the nature of EMS services. Our first priority is to the citizens and visitors to our jurisdiction. Please read the enclosed agreement carefully for details.

The East Fork Fire Protection District's goal is to provide the best EMS services to citizens and those requesting special event services, and we always welcome feedback should you have any questions or concerns.

To complete the process of requesting special event services from the East Fork Fire Protection District, please accurately complete the enclosed agreement and submit it to District prior to applicable deadlines.

Please note, this agreement is in effect for events during the period July 1, 2024, through June 30, 2025, if your event is after June 30, 2025, please contact the District for updated rates.

You may return your completed and signed documents to:

Fax: (775) 782-9043

E-Mail: admin@eastforkfire.org

Mail/In Person: East Fork Fire Protection District

1694 County Road, Minden, NV 89423



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East Fork Fire Protection District Special Event EMS Agreement Effective July 1, 2024, through June 30, 2025

Effective July 1, 2024, through June 30, 2025	
THIS AGREEMENT "Agreement"), entered into this day of	_;
by and between the East Fork Fire Protection District (EFFPD) and	
(SERVICE USER).	

WHEREAS, "SERVICE USER" is desirous of contracting for Special Emergency Medical Services ("Special EMS"; and

WHEREAS, "EFFPD is willing to provide such services under the terms set forth herein; NOW, THEREFORE, it is agreed as follows:

- 1. EFFPD will provide Special EMS to the "SERVICE USER" named above: Special EMS shall consist of an ambulance with two firefighter/EMT's, at least one of whom is a firefighter/paramedic who will locate themselves at a function or event and will remain at that function or event except as provided in Section 3 below... The fee for this service is \$312.33 per hour or any part thereof with a minimum charge of three (3) hours.
- 2. EFFPD will provide Special EMS to the SERVICE USER for the dates, times, and locations specified in the "SPECIAL EVENT AND USER INFORMATION SECTION."
- 3. Due to the call volume of East Fork Fire Protection District, the provision of Special EMS is subject to the availability of off-duty crews and reserve ambulances. Even if SERVICE USER requests and agrees to the conditions for providing Special EMS, extreme, catastrophic, or immediate life-threatening emergencies may still require EFFPD to reassign the crews and ambulances assigned to the Special EMS function or event. If this occurs during a scheduled Special EMS event described in this Agreement, and a lapse of onsite Special EMS coverage occurs, another ambulance and crew will be routed to that function or event as soon as possible.
- 4. Upon completion of the function or event served by Special EMS under this Agreement, EFFPD will bill SERVICE USER for all fees associated with this Agreement and SERVICE USER" agrees to pay all fees within 30 days of the date of the invoice.
- 5. EFFPD reserves the right to reject any Special EMS application submitted less than 10 business days prior to the start time of requested Special EMS.
- 6. If EFFPD, in its sole discretion, elects to accept an application for Special EMS after the deadline set forth in Section 5 above, SERVICE USER shall pay \$250.00 in addition to hourly event fees for any event for which the request for Special EMS.



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- 7. This Agreement shall be in effect upon approval by EFFPD and shall terminate at the conclusion of the requested Special EMS. This Agreement may be cancelled by either party by giving 96-hours advance notice. SERVICE USER shall to pay for three (3) hours of Special EMS service time plus costs incurred by EFFPD.
- 8. Nothing herein shall be interpreted to create a higher standard of care on the part of EFFPD" than generally recognized under the laws of the State of Nevada for EMS services. In addition, nothing in this Agreement shall be construed as a promise or representation to a natural person such that the immunity provided by NRS 41.0336 is lost. The charges provided for herein reflect only those charges associated with making emergency medical services more readily available to the SERVICE USER. The normal charges for care and transportation of patients will be the responsibility of the patient.
- 9. The ambulance and crew providing the Special EMS described herein may be required to leave the event to transport an injured or ill patient. In this event, the unit will not be back filled unless special arrangements have been made ahead of time and payment for an additional resource is agreed to be made.
- 10. EFFPD shall supply an ambulance for the Special EMS equipped as required by the Nevada State Health Division Office of Emergency Medical Systems.
- 11. SERVICE USER shall provide a means of shelter from the environment sufficient to allow the Special EMS to be performed. Sanitation facilities EFFPD personnel as the situation requires.
- 12. EFFPD operates under protocols approved by its Medical Director and the State of Nevada. These protocols cannot be altered by agent unless they are willing to fulfill the requirements of our "unsolicited medical intervention" protocol which requires the nurse or physician to accompany the patient to a receiving facility and complete the patient's electronic medical record.
- 13. Neither Federal, State, or Local income tax nor payroll tax of any kind shall be withheld or paid by the SERVICE USER on behalf of the EFFPD personnel. EFFPD personnel shall not be treated as employees of the SERVICE USER with respect to the services performed hereunder for Federal or State tax purposes.
- 14. EFFPD personnel providing the requested service shall not be charged for admission or entry fee to the function or event for which they have been requested.
- 15. EFFPD provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with EFFPD and in accordance with EFFPD policies and procedures.



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- 16. **RELEASE OF LIABILITY:** SERVICE USER agrees to hold EFFPD, its administration, employees and volunteers harmless for any damages or liability whatsoever, including attorney fees, arising out of any acts or omissions of the EFFPD personnel, or anyone else working under or with the "EFFPD personnel in providing Special EMS.
- 17. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.
- 18. **NO AUTHORITY TO BIND EAST FORK FIRE PROTECTION DISTRICT:** Non-management EFFPD personnel have no authority to enter into contracts or agreements on behalf of EFFPD. This Agreement does not create a partnership between the parties.
- 19. **DECLARATION BY SERVICE USER:** SERVICE USER agrees to comply with all Federal, State and Local laws and regulations regarding business permits, certificates and licenses that may be required to carry out the work performed under this Agreement.
- 20. 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 the notice required for a cancellation of the requested Special EMS but does not change or waive any provision of this Agreement. Verbal notice may only be accepted only by EFFPD's Operations Chief or designee.
- 21. **ASSIGNABILITY:** This Agreement may not be assigned, in whole or in part, by SERVICE USER.
- 22. **CHOICE OF LAW:** Any dispute arising from the performance or interpretation of the Agreement shall be decided in accordance with the laws of the State of Nevada.
- 23. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties.
- 24. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
- 25. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing signed by the parties hereto.



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East Fork Fire Protection District Special EMS Agreement SERVICE USER INFORMATION

The following SERVICE USER information will be used by EFFPD for scheduling and billing for services.

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Name/Title of Event: _				
EVENT OCCURRENC	<u>CE</u>			
Dates:	Start Time:	·	End Time:	
Location for ambulanc	e to meet:			
SERVICE USER Orga Name:				
Telephone No				
	ary Contact Information			
Mailing Address (for b	illing):			
City:	S	state:	Zip Code:	
Phone #:	Phon	e # day of event (f different):	
Email Address (if avail	able):			
IN WITNESS WHERE	OF, the parties hereto have	executed this agre	ement on the date first noted above	
"SERVICE USER"		"EFF	PD"	
Printed Name		Printed	l Name	
Signature		Signat	ure	
EFFPD Use Only: Apparatus assigned:	Personnel:		IR #:	
Number of patients AM	A'd:	Number of pati	IR #: ents transported:	
Bill sent:	(date)	(person)	Payment received:	