

BILL NO. 2000-72

ORDINANCE NO. 5260

AN ORDINANCE TO REPEAL THE MUNICIPAL CODE CHAPTER GOVERNING AMBULANCES, ADOPT A NEW CHAPTER ESTABLISHING OPERATIONAL, FRANCHISE AND BUSINESS LICENSE REQUIREMENTS FOR AMBULANCE, AIR AMBULANCE, NON-MEDICALLY SUPERVISED PATIENT TRANSFER AND SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mark Vincent, Director of
Finance and Business Services

Summary: Repeals the chapter governing ambulances, and adopts a new chapter establishing operational, franchise and business license requirements for ambulance, air ambulance, non-medically supervised patient transfer and special event medical services.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION 1: Title 6, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Chapter, to be designated as Chapter 8, to consist of the provisions set forth as Sections 2 to 50, inclusive, of this Ordinance. Sections 4 to 35, inclusive, of this Ordinance are to be codified as Article I of this Chapter, with the Article to be entitled "Ambulance Services." Sections 36 to 44, inclusive, of this Ordinance are to be codified as Article II of this Chapter, with the Article to be entitled "Special Event Medical Services." Sections 45 to 47, inclusive, of this Ordinance are to be codified as Article III of this Chapter, with the Article to be entitled "Non-medically Supervised Transfer Services." Sections 48 to 49 of this Ordinance are to be codified as Article IV of this Chapter, with the Article to be entitled "Air Ambulance Services." Section 50 of this Ordinance is to be codified as Article V of this Chapter, with the Article to be entitled "General Insurance Provision."

SECTION 2: The provisions of this Chapter shall govern the franchising, licensing and regulation of ambulance services, air ambulance services, special event medical services, and non-medically supervised patient transfer services in the City of Las Vegas.

SECTION 3: As used in this Chapter, unless the context otherwise requires, the words and terms defined in this Section have the meanings ascribed to them herein, as follows:

"Administrative Oversight Committee" or "AOC" means the committee established by



1 the Interlocal Agreement for Ambulance Service Regulation adopted by the County, the City of Las
2 Vegas and the City of North Las Vegas on December 19, 1995; or the City if the AOC is terminated
3 or if the City withdraws its participation in the interlocal agreement.

4 "Advanced life support" or "ALS" means advanced emergency medical care which
5 entails, in addition to basic life support, the use of adjunctive equipment and special techniques such
6 as endotracheal intubation, cardiac monitoring for dysrhythmic recognition and control, defibrillating,
7 establishing and maintaining an intravenous infusion lifeline, employing definitive therapy to include
8 drug administration and patient stabilization.

9 "Air ambulance" means an aircraft, both fixed wing and rotary wing aircraft, especially
10 designed, constructed, modified or equipped to be used for the transportation of injured or sick
11 persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly
12 scheduled flights.

13 "Ambulance" means a motor vehicle which is specially designed, constructed, equipped
14 and staffed to provide basic, intermediate or advanced care for one or more:

15 (A) Sick or injured persons; or

16 (B) Persons whose medical condition may require special observation
17 during transportation. For the purposes of this Chapter, the term "ambulance" specifically excludes
18 non-medically supervised patient transports and special event medical service transports.

19 "Ambulance service" means the emergency medical care and transport, the non-
20 emergency medical care and transport service, including inter-facility ambulance transport service,
21 or both, which are provided to patients utilizing an ambulance with appropriately licensed personnel.
22 The term "ambulance service" does not include the use of vehicles for non-medically supervised
23 patient transport service, air ambulance service or special event medical service transports.

24 "Applicant" means a person who submits a completed application for a franchise as set
25 forth in this Chapter.

26 "Application" means all written documentation, statements, representations and
27 warranties provided to the City by an applicant, in accordance with this Chapter, to be relied upon by
28 the City Council in making its determination of whether to grant or withhold a franchise.

1 “Automatic Vehicle Locator” or “AVL” means the automated system used to track or
2 determine the physical location of ambulance vehicles, on a computerized mapping system that is
3 integrated with the Fire Alarm Office.

4 “Basic life support” or “BLS” means the level of patient care permitted to be provided
5 by persons licensed by the Health District pursuant to NRS Chapter 450B, provided such services are
6 performed in accordance with applicable Health District regulations and protocols.

7 “City” means the City of Las Vegas, Nevada.

8 “City Council” means the governing body of the City.

9 “City Manager” means the City Manager appointed by the City Council to perform such
10 administrative functions of the City government as may be required of him or her by the City Council,
11 or his or her designee.

12 “Computer-aided Dispatch” or “CAD” means dispatching of emergency vehicles
13 through the computer technology to calls for service.

14 “CPI-U” means the Historical Consumer Price Index (CPI) for all Urban Consumers:
15 U. S. City Average, Major Groups, CPI Detailed Report, All Items Average, as published by the U.
16 S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

17 “Critical care transport” or “CCT” means transport of a patient in an ambulance, staffed
18 with at least one critical care emergency medical service registered nurse and one emergency medical
19 technician, from one previously designated medical facility to another previously designated medical
20 facility.

21 “Department” means the Department of Finance and Business Services.

22 “Director” means the Director of the Department of Finance and Business Services, or
23 his or her designee.

24 “Emergency medical care” means medical care given to a patient in an emergency
25 situation before the patient arrives at a hospital or other medical facility and until responsibility for
26 the patient is assumed by the medical staff at such facility.

27 “Emergency medical service” or “EMS” means a system consisting of a chain of
28 services linked together to provide emergency medical care for the patient at the scene, during

1 transport, and upon entry at a hospital or other medical facility.

2 "EMS priority dispatch" means a dispatch system:

3 (A) Whereby Certified Emergency Medical Dispatchers (EMD's) give life-
4 saving pre-arrival instructions to person requesting the same; and

5 (B) Which provides for the dispatch of the appropriate level of emergency
6 vehicle response, A, B, C, or D as determined by use of a priority card or computer program, based
7 on the severity of the medical emergency.

8 "Financial statements" means audited financial statements of the local operation of the
9 franchised business. Financial statements are to include: balance sheet, income statement, statements
10 of cash flows, and statement of retained earnings.

11 "Fire Alarm Office" or "FAO" means the office referred to as Firecom in the Health
12 District regulations which is administered by the City of Las Vegas through an interlocal agreement
13 among the City of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that
14 office.

15 "Fire Department" means the City's Department of Fire and Rescue.

16 "Franchise" means the authorization granted to a person by the City Council to provide
17 ambulance service within the City's rights-of-way, highways, streets, roads and alleys. The terms and
18 conditions of such authorization will be described in a franchise agreement specific to such purpose.

19 "Franchise agreement" means the written agreement entered into between the City and
20 a franchisee evidencing the City's authorization for a franchisee to provide ambulance service
21 requiring the franchisee to comply with the terms of this Chapter and incorporating such other
22 reasonable provisions as the City Council deems appropriate.

23 "Franchise service area" or "service area" means the geographic area of the City,
24 including any sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized
25 and required to provide ambulance service.

26 "Franchisee" means the person to whom an ambulance service franchise is granted by
27 the City Council pursuant to this Chapter.

28 "Health District" means the Clark County Health District, its officers and authorized

1 agents.

2 "Health District regulations" means the applicable EMS regulations adopted by the
3 Clark County District Board of Health, as they may be amended from time to time.

4 "Health Officer" means the Health Officer of the Health District.

5 "Inter-facility ambulance transport service" means an emergency or a non-emergency
6 transport of a patient by ambulance that originates and terminates at previously designated medical
7 facilities or locations.

8 "Maximum ambulance service rate" means the maximum amount that a franchisee may
9 bill a patient or other payer for the level of ambulance service actually required by the patient's
10 condition, as established in this Chapter, including all ancillary services and supplies used in providing
11 ambulance service.

12 "Mutual aid" means ambulance service provided within the franchise service area by
13 neighboring ambulance franchisee providers other than the service area franchisee at the request of
14 the FAO, pursuant to an agreement approved by the AOC governing the exchange of service
15 assistance when requested.

16 "Non-emergency ambulance service" means prearranged ambulance service provided
17 to patients with non-life-threatening conditions, or ambulance service which is determined to be non-
18 life-threatening when processed through the EMS priority dispatch protocol, and which does not
19 require the use of lights and sirens.

20 "Non-medically supervised patient transfer service" means the transportation of a person
21 that does not require any medical supervision, observation or care while en route, as permitted by the
22 State of Nevada Transportation Services Authority.

23 "Response time" means the time period measured from receipt by a franchisee of
24 electronically transferred information from the FAO dispatch facility on the patient location, EMS
25 priority dispatch code, and call-back number to the time when the ambulance dispatched to the
26 incident arrives and reports that it is "on scene" as that term is defined by the AOC, or when the
27 dispatched ambulance en route to an incident is canceled by the FAO dispatch.

28 "Rights-of-way" means property dedicated to, granted to, or held or prescriptively used

1 by the City for public street, alley, road and highway purposes.

2 "Service category" means the type or level of ambulance service that is specified in a
3 franchise granted pursuant to this Chapter.

4 "Seven-digit request for emergency service" means any telephone request for emergency
5 ambulance service that is received directly by a franchisee and required to be electronically transferred
6 immediately to the FAO system.

7 "Special event" means activities such as, but not limited to, sporting events, off-road
8 vehicle races, speedway races, concerts, fairs and parades occurring on a specific date and time at a
9 specific location.

10 "Special event medical service" or "SEMS" means the providing of medical care to the
11 participants and members of the public in attendance at a special event pursuant to a contractual
12 arrangement between a special event medical service provider and the special event owner, operator,
13 organizer or any other person authorized to enter into such contract on behalf of the special event.

14 "Special event medical service provider" or "SEMS provider" means a person who has
15 obtained a special event medical service provider business license pursuant to Title 6 of this Code and
16 special purpose ambulance service permits required pursuant to Health District regulations.

17 "Special event vehicle" means the special purpose vehicle referenced in Section 900 of
18 the Health District regulations which for the purposes of this Chapter may be used for the sole purpose
19 of providing standby medical coverage at predesignated special events. Except as otherwise provided
20 in this Chapter, the term does not include a vehicle which provides ambulance service over City
21 rights-of-way.

22 "Street" means the surface of the full width of the right-of-way, including alleys,
23 sidewalks and thoroughfares, places or ways of any kind used by the public or open to the public as
24 a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic.

25 "Sub-zone" means a portion of a franchise service area as defined in a franchise
26 agreement.

27 "Transfer of ownership or control" means any transaction in which:

28 (A) Any ownership or other right, title, or interest of more than five percent

1 in a franchisee or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged,
2 directly or indirectly, voluntarily or involuntarily, in whole or in part;

3 (B) There is any change or transfer of control of a franchise or ambulance
4 service;

5 (C) The rights, obligations, or both, which are held by a franchisee under
6 its ambulance franchise are transferred, directly or indirectly, to another party;

7 (D) Any change or substitution occurs in the managing general partners of
8 a franchisee, where applicable; or

9 (E) A franchisee, or its corporate parents at any level, enter into any
10 transaction that materially increases the debt that is to be borne by the franchisee, directly or
11 indirectly, in a manner that will adversely affect users of the ambulance service.

12 "Transponder" means an electronic device affixed to an ambulance that activates the
13 private access gates located within the franchise service area.

14 "Unforeseen economic circumstance" means:

15 (A) That within a given 12-month calculation period the percentage change
16 in the CPI-U was greater than ten percent or less than zero (decrease); or

17 (B) Another circumstance or set of circumstances which the City Council
18 determines to have had a significant effect on the cost of providing ambulance service.

19 "Volunteer ambulance service" means volunteer ambulance service which is authorized
20 and operated under the direct supervision of the Fire Department.

21 SECTION 4: (A) No person shall engage in the business of operating an
22 ambulance service upon the rights-of-way of the City without first obtaining, and thereafter
23 maintaining a valid unexpired business license, as required by this Title.

24 (B) The business license fee for an ambulance service shall be determined on the
25 basis of gross revenues, calculated as if "gross sales" in accordance with LVMC 6.04.005, and shall
26 be paid in advance semiannually.

27 SECTION 5: (A) Except as provided in Subsection (C), it is unlawful for any
28 person to provide ambulance service in the City without first obtaining and thereafter maintaining an

1 ambulance service franchise and paying the franchise fee as required by this Chapter.

2 (B) Each franchise granted under this Chapter will be a non-exclusive franchise.

3 (C) A franchise is not required of any out-of-jurisdiction ambulance service
4 providing emergency cross-jurisdictional transport services originating outside the City, provided such
5 ambulance service has complied with all license, permit and franchise requirements of the jurisdiction
6 where the transport originated.

7 SECTION 6: The franchise fee shall be the amount set forth in a franchise agreement
8 which has been determined necessary to reimburse the City for costs incurred in dispatch processing,
9 providing or arranging for services, administering the franchise agreement, regulatory oversight, and
10 such other service as permitted by applicable law. Franchise fees shall be paid according to the
11 provisions of the franchise agreement, and shall be accompanied by such supporting documentation
12 as the Director deems necessary.

13 SECTION 7: After having conducted a public hearing specific to such purpose, the
14 City Council may, in its sole discretion, specify by resolution a fixed number of ambulance service
15 franchises, including their service categories, to be granted within the City. If the City Council has
16 not specified by resolution a fixed number of ambulance service franchises to be granted within the
17 City, then prior to accepting a new application for an ambulance service franchise the City Council
18 shall first conduct a public hearing and, in its sole discretion, make a determination of whether a new
19 ambulance service franchise will serve the public convenience and necessity.

20 SECTION 8: (A) Whenever the number of ambulance service franchisees within
21 the City is less than the maximum number established by the City Council pursuant to this Chapter,
22 or if the City Council has not established a maximum number of such franchises but has determined
23 that a new ambulance service franchise will serve the public convenience and necessity, a person may
24 apply for a new franchise by submitting an application to the Director on such form or in such format
25 as the Director shall require.

26 (B) The application shall be in writing and shall include the following:

27 (1) For a sole proprietor, the name and business and residence addresses
28 of the applicant. For a corporation, the corporate name, date and place of incorporation, an address

1 of its principal place of business, and identification of the ownership and control of the applicant,
2 including: the names and address of the ten largest holders of an ownership interest in the applicant
3 and affiliates of the applicant, and all persons with five percent or more ownership interest in the
4 applicant and its affiliates, the persons who control the applicant and its affiliates, all officers and
5 directors of the applicant and its affiliates, and any other business affiliation and ownership interest
6 of each named person. For a corporation, a copy of the articles of incorporation and all effective
7 amendments certified by the appropriate officer of the state of incorporation, and a certificate of good
8 standing from the Nevada Secretary of State. For a partnership or association, the names of the
9 owners, partners or the persons comprising the association of the company, the names and percentage
10 of ownership of each owner, partner or person, and the business and residence addresses of each
11 owner, partner or person. If the applicant is operating under a fictitious firm name, a copy of the
12 certificate filed pursuant to NRS Chapter 602;

13 (2) A statement with such references as may be acceptable to the Director
14 describing the qualifications and experience of the applicant and the personnel who will manage the
15 ambulance service franchise; all geographic areas and all other jurisdictions currently or previously
16 provided ambulance service by the applicant, performance standards achieved and levels of service
17 provided. This Section shall not be deemed as precluding an application from a new business entity;
18 provided that the principals in such entity are able to demonstrate that the new entity can satisfy the
19 requirements for a franchise set forth in this Chapter;

20 (3) A letter of intent from an insurance carrier stating that, if a franchise
21 is granted, an insurance policy will be issued in the amount and under the conditions stated in this
22 Chapter;

23 (4) A letter of commitment from a qualified institution acceptable to the
24 Director stating that, if a franchise is granted, performance security in the kind and amount stated in
25 this Chapter will be issued securing the applicant's performance under the franchise agreement;

26 (5) A written description of the AVL system and the computer-aided
27 dispatch system or other system the applicant intends to utilize, which must be based within the City
28 and be compatible with the FAO's CAD;

1 (6) A written description of the communication system and dispatch
2 procedures the applicant intends to utilize, including a copy of the applicant's application to the
3 Federal Communication Commission (FCC) for an appropriate license;

4 (7) The color scheme, logo and uniform design proposed to be used to
5 designate the ambulance(s) and personnel of the applicant, which shall not be the same as or
6 confusingly similar to the color schemes or designs of the Fire Department or other ambulance service
7 providers operating in the City as determined by the Fire Chief in his or her sole discretion;

8 (8) A description of the applicant's proposed operating procedures related
9 to training, staffing, billing, collections, customer relations and maintenance of records; and

10 (9) Written information as required by the Director to allow evaluation of
11 whether the applicant is financially able to provide ambulance services, including:

12 (a) A statement outlining the extent to which the applicant has been
13 in the ambulance service business before filing the application; and

14 (b) Documented financial and other information as the Director may
15 require for a full understanding of the application.

16 SECTION 9: (A) Upon the receipt by the Director of any application referred to
17 in Section 8 of this Ordinance, and payment of a one-thousand-dollar deposit, the Director shall
18 immediately cause verification, review, and investigation of the applicant, the actual costs of which
19 shall be paid by the applicant. The Director shall report to the City Council the findings he or she has
20 made pursuant to the investigation.

21 (B) The City Council, in its sole discretion, may approve or reject any application,
22 grant or deny any franchise, or request further investigation or review or direct other actions.

23 SECTION 10: The City Council, in its sole discretion, may solicit bids for ambulance
24 service franchises and, the requirements for application stated in Section 8 of this Ordinance
25 notwithstanding, establish such requirements for bids as it deems appropriate. Bids received shall be
26 reviewed and investigated by the Director, who shall report his or her findings to the City Council.
27 After receiving the Director's report, the City Council may grant a franchise, not grant a franchise or
28 take any other action it may deem appropriate.

1 SECTION 11: A franchisee may request renewal of its franchise within 12 months
2 prior to the franchise expiration date. The City Manager may waive or add any application
3 requirements of Section 8 of this Ordinance for renewal of a franchise. A franchisee shall cooperate
4 with the City in any renewal proceeding and shall provide such information as the City shall
5 reasonably request in such a renewal proceeding.

6 SECTION 12: An ambulance service franchise shall grant non-exclusive permission
7 to the franchisee to provide ambulance services for the service category so authorized in the service
8 areas specifically described in the franchise agreement, according to the terms and conditions
9 contained in the franchise agreement. No provision, term of art, map or illustration, nor Section title
10 of this Chapter, nor of any franchise agreement granted under this Chapter, shall imply, suggest,
11 connote or in any way infer that any franchisee holds any degree of exclusivity to solely provide
12 ambulance service within the City, nor within any franchise service area within the City, nor any sub-
13 zone thereof.

14 SECTION 13: The following provisions shall apply to franchises issued pursuant to
15 this Chapter:

16 (A) The franchise agreement shall incorporate and be subject to the provisions of
17 this Chapter, as it may be amended from time to time, all of which shall be binding upon the
18 franchisee and its approved successors, transferees of ownership or control, and assignees. In no event
19 shall this Chapter be considered a contract between the City and the franchisee such that the City
20 would be prohibited from amending any provision hereof.

21 (B) All documents provided by the applicant as part of the completed application
22 and all statements, representations, warranties and promises made therein by the applicant and relied
23 upon by the City in granting the franchise shall be binding upon the franchisee.

24 (C) A franchise shall be revocable in accordance with the provisions of this Chapter
25 if the franchisee fails, for reasons other than force majeure, to provide ambulance services within the
26 period of time specified in the franchise agreement.

27 (D) The term of a franchise agreement shall be five years.

28 (E) No privilege or exemption shall be inferred from the granting of any franchise

1 unless it is specifically mentioned in this Chapter or in the franchise agreement.

2 (F) The granting of a franchise pursuant to this Chapter shall not impart to the
3 franchisee any vested ownership right or ownership interest in any rights-of-way or City property,
4 notwithstanding the right to use City rights-of-way or City property to provide its ambulance service.

5 (G) As a condition of the franchise and prior to providing ambulance service a
6 franchisee shall provide the City with a detailed statement of the equipment and facilities to be used
7 in providing ambulance service, including:

8 (1) A copy of its Health District ambulance service permit;

9 (2) The vehicle identification number, make, type, age, condition and
10 patient capacity of each ambulance available for use within the service area, a detailed description of
11 the equipment thereon and the identification number of the red light and siren permit issued by the
12 Nevada Highway Patrol;

13 (3) The location and description of the premises which are to be used as
14 the base of operations and any terminals, officers and other facilities to be used in the operations;

15 (4) A description of the franchisee's procedures related to vehicle
16 maintenance and repair;

17 (5) A copy of the franchisee's Federal Communications Commission
18 license; and

19 (6) Proof that the franchisee's AVL and CAD have been tested for
20 compatibility with the FAO and have performed in a manner acceptable to the Fire Chief in his or her
21 sole discretion.

22 SECTION 14: (A) No franchisee shall deviate from the color scheme, logo or
23 design approved by the Fire Chief without his or her prior consent.

24 (B) The franchisee shall maintain records within the City and allow for audits as
25 provided in applicable Sections of this Chapter and Title 6 of this Code.

26 (C) A franchisee shall adhere to response time standards and staffing requirements
27 of this Chapter in its service area and individually in each sub-zone that the franchisee is authorized
28 to serve. The franchisee shall ensure that each sub-zone in its service area receives the same level of

1 service or level of performance as compares with other sub-zones it serves within the franchise service
2 area.

3 (D) A franchisee shall not use, encourage, advocate or solicit the use of any
4 telephone number or system of communication in lieu of the 911 emergency telephone system number
5 for the dispatch of an ambulance to any call except for non-emergency service as defined by this
6 Chapter.

7 (E) Unless otherwise specified in its franchise agreement, when a franchisee
8 receives, through any means, a request for service which if processed through EMS priority dispatch
9 protocols would be determined to be a category A, B, C or D level call for service the franchisee shall
10 electronically transfer information on the call to the FAO, including patient location, condition and
11 call-back number.

12 (F) In the event a franchisee is providing special event medical service and a
13 patient's condition requires transport, or a franchisee is directly called to transport a patient from such
14 an event, the franchisee shall electronically transfer information on patient location, condition and
15 call-back number to the FAO.

16 SECTION 15: The incorporated areas of the City of Las Vegas shall be considered the
17 City Zone. The City Zone shall not receive disproportionate service as compared with other local
18 jurisdictions served by the franchisee. In the event that the City establishes sub-zones within the City
19 Zone, the franchisee shall assure that no single sub-zone receives disproportionate service as compared
20 with other sub-zones within the City Zone.

21 SECTION 16: (A) Unless otherwise provided in a franchise agreement, requests
22 for ambulance service which are received through the FAO, including seven-digit requests for
23 emergency service, or through a 911-emergency telephone system shall meet the following response
24 time performance standards:

25 (1) For all EMS priority dispatch C and D level emergency calls, the
26 response time shall be no greater than eight minutes and fifty-nine seconds (8:59) for at least ninety
27 percent of the calls in any calendar month within the franchise service area and each sub-zone thereof
28 as defined in the franchise agreement. For all EMS priority dispatch B level emergency calls, the

1 response time shall be no greater than twelve minutes and fifty-nine seconds (12:59) for at least ninety
2 percent of the calls in any calendar month within the franchise service area and each sub-zone thereof
3 as defined in the franchise agreement. Calls for which the ambulance crew fails to activate the on-
4 scene button which is installed in the ambulance shall be considered failure to meet the 8:59 or 12:59
5 response time requirement; and

6 (2) For all non-emergency calls dispatched through the FAO, response time
7 requirements shall be determined by the AOC;

8 (B) A franchise agreement may specify an area of the City wherein the response
9 time requirements of this Section shall not apply.

10 (C) An exemption to response time requirements may be granted by the Director,
11 provided that the explanation of exemption shall appear in the dispatch notes transferred from the
12 franchisee to the FAO, in a case where:

13 (1) Multiple ambulances responded to a single incident, in which case the
14 response time requirement shall be measured only on the first arriving ambulance;

15 (2) A franchisee was unable to locate the incident due to incorrect or
16 inaccurate dispatch information from the FAO, such as incorrect number of street address, street name,
17 direction, street designator or fire district and phantom;

18 (3) Disrupted voice or data transmission occurred during dispatch by the
19 FAO or through the franchisee's radio transmission or pager system; provided, however, that the
20 franchisee's system failure has been verified in writing; or

21 (4) An unavoidable delay occurred due to severe weather conditions which
22 impaired visibility or created other unsafe driving conditions.

23 (D) Any other exemptions to response time requirements may be granted by the
24 Director only after the AOC has reviewed a written request for exemption and has made a
25 recommendation on the request to the Director pursuant to the policies and procedures required by the
26 AOC.

27 SECTION 17: To facilitate the most efficient ongoing and continuous care of patients,
28 the following procedures shall apply:

1 (A) Upon arrival at the scene of an incident where patient care is being provided by
2 Fire Department personnel, the ambulance franchisee's personnel shall:

3 (1) Seek out the officer or paramedic in charge for an information report
4 on patient care already provided at no time shall patient care be interrupted;

5 (2) Request possible assignments to assist in any additional care;

6 (3) Avoid duplicating any patient assessment or treatment already
7 completed; and

8 (4) Work under the direction of the officer or paramedic in command of
9 the scene.

10 (B) Upon arrival at the scene of an incident where patient care is being provided by
11 ambulance franchisee's personnel, the Fire Department may assume command of the scene. In the
12 event that the Fire Department does assume command of the scene it shall:

13 (1) Seek out the ambulance franchisee's employee in charge for a report
14 on the condition of the patient, and any treatment that may have been provided at no time shall patient
15 care be interrupted;

16 (2) Request transfer of information from the ambulance franchisee's
17 personnel; and

18 (3) Remain in charge of the scene while at the scene.

19 (C) Upon the Fire Department's assumption of command of an incident scene, care
20 of a patient or patients shall be the responsibility of the Fire Department personnel until such
21 personnel have ceased to provide patient care and responsibility has been transferred to franchisee
22 personnel; provided, however, that at no time shall ambulance franchisees' personnel delay initiation
23 of appropriate treatment or transportation of a patient in anticipation of Fire Department response.
24 It is the responsibility of all agencies providing patient care to cooperate and assist in treatment and
25 transportation requirements.

26 SECTION 18: A franchisee shall replace at an incident site to which it has been
27 dispatched all disposable items used by the Fire Department in providing care and treatment. If it is
28 not in the best interest of patient care to complete the replacement of disposable items at the incident

1 site, the Fire Department will furnish the franchisee with a list of items to be replaced accompanied
2 by the name, if known, and incident number of the patient for whom the items were used. A
3 franchisee shall, within twenty-four hours of receipt of the list of items, resupply to the Fire
4 Department all items on such list by delivering them to one central delivery point or by other
5 arrangement agreed upon by the franchisee and the Fire Department. Within twenty-four hours, or
6 such longer period as has been established as policy by the AOC, a franchisee will retrieve and return
7 to the Fire Department all durable equipment supplied by the Fire Department in providing EMS and
8 any other Fire Department equipment which has come into the franchisee's possession.

9 SECTION 19: (A) An ambulance service franchise may provide for response time
10 penalties as follows:

11 (1) A penalty for failure to meet the 8:59 response time requirement for
12 each C or D level call and the 12:59 response time requirement for each B level call, as set forth in
13 this Chapter, and for calls canceled after the 8:59 or 12:59 response time requirement has expired shall
14 be assessed to the franchisee in the amount of eleven dollars per minute, or any portion thereof, to a
15 maximum of one hundred sixty-five dollars per call;

16 (2) A penalty per call in the amount of one hundred sixty-five dollars shall
17 be assessed when a franchisee fails to report that it is on the scene of an incident to which it was
18 dispatched and as a result no official response time can be established; and

19 (3) Notwithstanding the provisions of Section 30 of this Ordinance, failure
20 of a franchisee to meet the monthly response time requirements set forth in this Chapter within the
21 franchise service area or any sub-zone thereof, as defined in the franchise agreement, for three months
22 during any twelve-month period shall be grounds for revocation of the franchise or for readjustment
23 of franchise service area defined in the franchise agreement, or any other appropriate action as may
24 be determined by the City Council, in its sole discretion.

25 (B) Whenever a franchisee's ambulance arrives on the scene and is not properly
26 staffed or equipped pursuant to Health District regulations and its franchise agreement, the franchisee
27 shall be assessed a penalty for each violation in the amount of two hundred fifty dollars.

28 (C) Whenever a franchisee fails to operate according to the protocol standards of

1 this Chapter or its franchise agreement, the franchisee shall be assessed a penalty for each violation
2 in the amount of two hundred fifty dollars.

3 (D) Whenever a franchisee fails to provide any report required by this Chapter or
4 its franchise agreement within five days of the due date for that report, the franchisee shall be assessed
5 a penalty for each violation in the amount of one hundred dollars per day thereafter until that report
6 is received by the City.

7 (E) All penalty amounts listed in this Section shall apply to penalties assessed in
8 the year 2000 and shall be adjusted annually by the same CPI-U percentage and for the same time
9 period as ambulance service rates are adjusted pursuant to this Chapter.

10 (F) A franchisee shall, within fourteen days of receipt of penalty assessments, make
11 payment of the total amount of penalties assessed or provide a written appeal of the penalties assessed,
12 or any portion thereof, to the City Manager. Within thirty days of receipt of a written appeal, the City
13 Manager will provide the franchisee a written letter of determination on the appeal. Within fourteen
14 days of receipt of the City Manager's determination upholding the penalty and modifications thereof,
15 the franchisee shall make payment of the total amount of the City Manager's penalty assessments.
16 The City Manager's decision shall be final for the purposes of administrative review.

17 (G) The penalties paid to the City shall be used to pay for public education programs
18 and administrative oversight of ambulance franchises.

19 SECTION 20: (A) A franchisee may charge no more than the maximum ambulance
20 service rates plus loaded mileage rates established in this Section for year 2000, and adjusted annually
21 thereafter by the consumer price index formula defined in this Section, for the following regulated
22 levels of service:

23 (1) Emergency ALS, including medical supplies and services: Five
24 hundred five dollars or maximum allowed by applicable federal law, whichever is higher;

25 (2) Emergency BLS, including medical supplies and services: Four
26 hundred eighty dollars or maximum allowed by applicable federal law, whichever is higher;

27 (3) Non-emergency ALS, including medical supplies and services: Four
28 hundred fifty dollars or maximum allowed by applicable federal law, whichever is higher;

1 (4) Non-emergency BLS, including medical supplies and services: Four
2 hundred thirty dollars or maximum allowed by applicable federal law, whichever is higher;

3 (5) Critical care transport, including medical supplies and services: Six
4 hundred dollars or maximum allowed by applicable federal law, whichever is higher; and

5 (6) Loaded mileage: Ten dollars.

6 (B) Ambulance service rate changes remitted in Subsection (A) are subject to the
7 following:

8 (1) When there are transports involving two or more patients in the same
9 ambulance, the mileage charge shall be equally divided between the patients;

10 (2) A franchisee shall not charge for wait time as a result of or in proximity
11 to any transport;

12 (3) A franchisee may discount an ambulance service rate to the degree
13 allowed by federal, state and local laws from the maximum ambulance service rates, provided that:

14 (a) No cost shifting shall occur; and

15 (b) The same discounted rate shall be charged to all patients or
16 third-party payers.

17 (4) A franchisee shall not capitate any rate nor charge a uniform average
18 per capita rate for any group or category of persons to whom it provides service.

19 (C) Ambulance service rates shall be adjusted as follows:

20 (1) The rates shall be adjusted annually on April 1, by eighty percent of
21 the percentage, rounded to the nearest hundredth of a percent, of change in the annual average of the
22 CPI-U between the most recent 12-month period ending on the preceding December 31 as compared
23 with the prior 12-month period ending on December 31, with no rate adjustment when there has been
24 no change in the CPI-U during that 12-month period when compared with the prior 12-month period;
25 provided, however, the adjustment in rates shall not be greater than four percent of the then current
26 ambulance service rates unless the City Council, in its sole discretion, approves an adjustment
27 pursuant to Paragraph (2) of this Subsection; and

28 (2) When an unforeseen economic circumstance has occurred during a 12-

1 month period for which the CPI-U is being calculated pursuant to Paragraph (1) of this Subsection,
2 the City Council may approve a method for adjusting rates which is not based on changes in the
3 CPI-U. In any year following a period when the adjustment to rates was based on some other method,
4 rate adjustments shall again be based on changes in the CPI-U.

5 SECTION 21:

6 (A) A franchisee shall submit to the Director a report for each calendar month
7 indicating all requests for services it received and rendered during that month. The report shall be
8 submitted in a format approved by the AOC on or before the tenth calendar day following the month
9 in which service was performed and shall include information specific to the franchise service area
10 and each individual sub-zone within the franchise service area, or any other portion of the service area
11 requested by the City. The report shall include at a minimum the following information:

12 (1) Emergency transport/exception report:

- 13 (a) Franchisee's run number;
- 14 (b) FAO's incident number;
- 15 (c) Date of transport;
- 16 (d) FAO map coordinates (district and phantom);
- 17 (e) Location of incident;
- 18 (f) Jurisdiction;
- 19 (g) Level of call;
- 20 (h) Time when dispatch received by franchisee;
- 21 (i) On scene time;
- 22 (j) Total response time;
- 23 (k) Sub-zone;
- 24 (l) Identification of calls exceeding response time requirements;
- 25 (m) Identification of calls requesting exception;
- 26 (n) Explanation of exception request; and
- 27 (o) Penalty amount, if any.

28 (2) Emergency summary transport and exception report:

- 1 (a) Total number of transports in service area:
2 (i) Total by type of call (ALS/BLS) within each sub-zone; and
3 (ii) Total of all transports within each sub-zone;
4 (b) Total number of response time exception requests in service area:
5 (i) Total by type of call (ALS/BLS) within each sub-zone; and
6 (ii) Total of all requests within each sub-zone;
7 (c) Total number of valid requests in service area:
8 (i) Total by type of call (ALS/BLS) within each sub-zone; and
9 (ii) Total of all requests within each sub-zone;
10 (d) Percentage of calls meeting response time performance
11 requirements for both emergency ALS and BLS transports in service area and in each sub-zone
12 thereof; and
13 (e) Percentage of all calls meeting response time performance
14 requirement in service area and each sub-zone thereof.
- 15 (3) Transport billing report for emergency transports:
16 (a) Franchisee's run number;
17 (b) Franchisee's incident number;
18 (c) Jurisdiction;
19 (d) Sub-zone;
20 (e) Type of call (ALS or BLS);
21 (f) Name of each person transported;
22 (g) Date of service;
23 (h) Time of transport;
24 (i) Location of call;
25 (j) Destination of transport;
26 (k) Base rate;
27 (l) Miles to destination;
28 (m) Charge per mile;

- 1 (n) Total amount of mileage charged; and
2 (o) Invoice total.
3 (4) Billing summary report for emergency transports:
4 (a) Type of call (ALS/BLS);
5 (b) Total number of transports;
6 (c) Total billing less mileage;
7 (d) Total mileage; and
8 (e) Total billing including mileage.
9 (5) Non-emergency ALS/BLS transport reports:
10 (a) Franchisee's run number;
11 (b) FAO's incident number, if applicable;
12 (c) Jurisdiction;
13 (d) Sub-zone;
14 (e) FAO map coordinates (district and phantom);
15 (f) Level of call;
16 (g) Date of transport;
17 (h) Time of transport;
18 (i) Location of incident;
19 (j) On scene time;
20 (k) Total response time;
21 (l) Destination of transport;
22 (m) Base rate;
23 (n) Miles to destination;
24 (o) Charge per mile;
25 (p) Total amount of mileage charged; and
26 (q) Invoice total.
27 (6) Billing summary report for non-emergency ALS/BLS transports:
28 (a) Type of call;

- (b) Total number of transports;
- (c) Total billing less mileage;
- (d) Total mileage; and
- (e) Total billing including mileage.

(7) Critical care, interfacility or special events transport reports:

- (a) Franchisee's run number;
- (b) Jurisdiction;
- (c) Sub-zone;
- (d) Date of service;
- (e) Time of transport;
- (f) Location of call;
- (g) Destination of transport;
- (h) Base rate;
- (i) Miles to destination;
- (j) Charge per mile;
- (k) Total amount of mileage charged; and
- (l) Invoice total.

(8) Billing summary for critical care, interfacility, or special events transports:

- (a) Type of call;
- (b) Total number of transports;
- (c) Total billing less mileage;
- (d) Total mileage; and
- (e) Total billing including mileage.

(B) A franchisee may keep records using account numbers or patient numbers rather than names and addresses, provided, however, that such records shall include the FAO incident number.

SECTION 22: Upon receipt of a written release of information from any patient who has been transported by a franchisee, that franchisee shall provide to the patient, and City at its request

1 if so authorized by the written release, all information related to the transport in question, including
2 but not limited to all of its billing records relating to that patient, supported by the account number
3 or patient number of that patient.

4 SECTION 23: At the City's or the AOC's request, a franchisee shall furnish to the City
5 or the AOC any records or any additional information regarding emergency and non-emergency
6 transports that are necessary to verify compliance with this Code or the franchise agreement.

7 SECTION 24: The franchisee shall provide a monthly report to the Director listing any
8 litigation filed against the franchisee of which it is aware arising from or in any way related to its
9 operations in the City.

10 SECTION 25: A franchisee shall provide to the Department:

11 (A) Within four months after the end of each fiscal year of a franchise, the financial
12 statements for such fiscal year;

13 (B) In connection with financial records inspections as provided for in Sections 26
14 and 27 of this Ordinance or during any auditing activities, such details regarding the franchisee's
15 financial operation in the City as the Department may require to verify compliance by the franchisee
16 with the provisions of this Chapter and the terms of the franchise agreement.

17 (C) Access to financial statements of entities locally owned, operated or under the
18 control of the franchisee or related business parties who exercise any control of the franchisee.

19 SECTION 26: Upon twenty-four hours' written notice, the Department may inspect
20 the financial records of a franchisee to determine whether the franchisee is complying with the terms
21 of this Chapter. The franchisee may keep records using account numbers or patient numbers rather
22 than names and addresses.

23 SECTION 27: In connection with the administration of the franchising provisions of
24 this Chapter, the Department shall review annual financial statements submitted by a franchisee
25 pursuant to this Chapter for compliance with the standards and requirements set forth in this Chapter.

26 SECTION 28: (A) Except as otherwise provided in this Section, information
27 provided by a franchisee to the City for purposes of determining compliance with the requirements
28 of this Chapter and the franchise agreement shall be considered public records.

1 (B) An applicant for a franchise may seek and the Department shall provide
2 confidential treatment to protect against the disclosure or public inspection of commercially valuable
3 or proprietary information, such as commercially valuable or proprietary information related to
4 performance.

5 (C) Any information provided to the City which contains a natural person's name,
6 address, medical condition or diagnosis, incident location, social security number, personal financial
7 records, telephone number, home address, e-mail address, names of family members, or work history
8 shall be considered confidential. Such confidential information shall not be released by the City to
9 the public unless the person to whom the information applies has first agreed in writing to release of
10 the information. Reports containing confidential information and information deemed to be public
11 may be released if such confidential information is first redacted.

12 (D) Yearly audited financial statements of the local franchised operations are a
13 matter of public record. To the extent allowed by law, the work papers, findings, and associated
14 documents underlying or produced by audits conducted by the Department are confidential.

15 (E) Upon the City's request and within the time period required by the City, a
16 franchisee shall provide any such redacted reports that may be required for release by the City.

17 SECTION 29: (A) A franchisee's obligations under its franchise involve personal
18 services whose performance involves personal credit, trust, and confidence in the franchisee.

19 (B) No transfer of ownership or control shall occur unless prior application is made
20 by the franchisee to the City, and the City Council's prior written consent is obtained, pursuant to this
21 Chapter and the franchise agreement, and only then upon such terms and conditions as the City
22 Council deems necessary and proper. Any such transfer of ownership or control without the prior
23 written consent of the City Council shall be considered to impair the City's assurance of due
24 performance. The granting of approval for a transfer of ownership or control in one instance shall not
25 be deemed as granting approval of any subsequent transfer of ownership or control.

26 (C) Approval by the City Council of a transfer of ownership or control does not
27 constitute a waiver or release of any of the rights of the City under this Chapter or a franchise
28 agreement, whether arising before or after the date of the transfer of ownership or control.

1 (D) A franchisee shall promptly notify the Director of any proposed transfer of
2 ownership or control.

3 (E) Prior to any transfer of ownership or control, the franchisee shall submit to the
4 Director a written request for approval of the transfer of ownership or control. Such request shall
5 provide complete information on the proposed transaction, including details on the legal, financial,
6 technical, and other qualifications of the transferee, and any other information as determined necessary
7 by the Director.

8 (F) For the purposes of determining whether it shall consent to a transfer of
9 ownership or control, the City or its agents may inquire into all qualifications of the prospective
10 transferee and such other matters as the City may deem necessary to determine whether the transfer
11 of ownership or control is in the public interest and should be approved, denied, or conditioned. The
12 franchisee and any prospective transferee shall assist the City in any such inquiry, and if they fail to
13 do so, the request for transfer of ownership or control may be denied.

14 (G) Any transfer of ownership or control without the City Council's prior approval
15 shall be ineffective, and shall be grounds for revocation of the franchise, at the City Council's sole
16 discretion, and to any other remedies available under the agreement or applicable law.

17 (H) A franchisee shall be fully liable under its franchise agreement for any transfer
18 of ownership or control that is in violation of the terms of its franchise agreement or of this Chapter
19 and caused in whole or in part by any other entity or entities, including but not limited to any parent
20 or affiliated entities, as if such transfer of ownership or control had been caused by the franchisee
21 itself.

22 (I) The City Council, in its sole discretion, may approve or deny a transfer of
23 ownership or control of a franchise. As part of its determination the City Council may approve a
24 transfer subject to such conditions as the City Council may deem necessary. In addition, the following
25 conditions to any approval of transfer of ownership or control of a franchise shall apply:

26 (1) The City reserves the right to review, among other things, the purchase
27 price of any transfer of ownership or control of a franchise or ambulance service operation, and to take
28 any necessary steps, including denial of the transfer of ownership or control, to ensure that any

1 negotiated sale value which the City deems unreasonable will not adversely affect rates charged by
2 the ambulance service franchisee; and

3 (2) Any mortgage, pledge or lease shall be subject and subordinate to the
4 rights of the City under the franchise agreement, this Chapter, and other applicable law.

5 (J) No application for a transfer of ownership or control shall be approved unless
6 the transferee agrees in writing that it will abide by and accept all terms of the franchise agreement,
7 any other agreements between the City and franchisee, and this Chapter, and that it will assume the
8 obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the
9 previous franchisee under its franchise agreement, other agreements between the City and franchisee
10 and this Chapter for all purposes, including renewal, unless the City Council, in its sole discretion,
11 expressly waives this requirement in whole or in part.

12 (K) A rebuttable presumption that a transfer of control has occurred shall arise upon
13 the acquisition or accumulation of five percent or more of the ownership of an entity by any person
14 or group of persons acting in concert, none of whom already own or control fifty percent or more of
15 such right or control, singularly or collectively.

16 (L) A franchisee is responsible for ensuring that the intent of this Chapter regarding
17 transfers is carried out. If for any reason an event occurs that would require the City's approval of a
18 transfer pursuant to this Chapter, whether or not such event is directly or indirectly within the
19 franchisee's control, such event shall constitute a transfer for purposes of this Chapter and any
20 applicable law.

21 SECTION 30: (A) The City Council may revoke a franchise if it finds that:

22 (1) The franchisee has failed to meet any of the performance standards of
23 this Chapter;

24 (2) The franchise was obtained by fraud or misrepresentation;

25 (3) The franchisee has failed to operate its ambulance service business in
26 accordance with all applicable laws and regulations and the franchise agreement; or

27 (4) The franchisee otherwise failed to meet any of the provisions of any
28 state, local or federal law or regulation.

1 (B) The City Council may revoke a franchise upon twelve hours' notice to a
2 franchisee in the event that any failure of the franchisee which constitutes a significant and immediate
3 threat to public health and safety is not cured to the satisfaction of the City Council within such time.

4 (C) Except as provided in Subsection (B) of this Section, prior to revoking a
5 franchise the City Council shall first provide written notice to the franchisee stating its intent to revoke
6 the franchise and the nature of the deficiency. The franchisee shall have twenty days from receipt of
7 notice to cure such deficiency to the satisfaction of the City Council. If such deficiency is not so
8 cured, the City Council may issue a notice of revocation stating any deficiencies and the effective date
9 of the revocation.

10 (D) The City shall provide the franchise written notice, at the time the public
11 receives written notice pursuant to NRS Chapter 241, of any City Council meeting at which a
12 franchise is being considered for revocation.

13 (E) In an emergency, as defined in NRS 241.020, the City Council may revoke a
14 franchise without prior notification.

15 SECTION 31: (A) To ensure that ambulance service remains uninterrupted in the
16 event of premature termination of a franchise for any reason, and to ensure that all fees, fines,
17 penalties or other amounts owed to the City are paid, a franchisee shall provide and maintain, as a
18 condition of the franchise, and prior to providing any ambulance services in the City, security in the
19 form of cash, an irrevocable pledge of certificate of deposit, an irrevocable letter of credit or a
20 performance bond as agreed in the franchise agreement. In the event that an ambulance service only
21 holds a franchise in the City for non-emergency transports such security shall be in the minimal
22 amount of one hundred thousand dollars made payable to the City Treasurer and delivered to the
23 Director. In the event that an ambulance service holds a franchise for both emergency and non-
24 emergency transports or just emergency transports such security shall be in the amount of one million
25 dollars made payable to the City Treasurer and delivered to the Director.

26 (B) In the event an emergency ambulance service franchisee is found in default
27 under the provisions in this Chapter or its franchise agreement, the franchisee will make available to
28 the City or its designee the use of all ambulance vehicles and medical equipment, and any other

1 equipment necessary to support continuation of emergency ambulance services, in service at the time
2 of the breach in order to maintain the public health and safety in the City's jurisdiction, under the
3 following provisions:

4 (1) As a condition of its franchise and prior to providing any ambulance
5 services with the City, a franchisee will enter into an agreement with the City to provide for the
6 interim rental of the ambulance vehicles and any necessary equipment, facilities, or both, in a manner
7 to ensure uninterrupted service;

8 (2) The compensation to a franchisee for rental of the ambulance vehicles
9 and any necessary equipment, facilities, or both, shall not exceed the franchisee's actual cost to
10 provide the equipment;

11 (3) The rental of ambulance vehicles and any necessary equipment,
12 facilities, or both, shall not exceed the time necessary for the City to provide for alternative emergency
13 ambulance service and that service to begin;

14 (4) The City shall deduct any damages incurred as a result of a franchisee's
15 non-compliance with the terms of this Code that result in the franchisee's default against the amount
16 payable to the franchisee for the temporary rental of the franchisee's ambulance vehicles and any
17 necessary equipment, facilities, or both;

18 (5) A franchisee who operates any leased ambulances or ambulances
19 encumbered with liens shall have stipulated in any lease or lien agreements that, in the event of a
20 franchisee default, such ambulances shall not be repossessed but shall be made available to the City
21 for its use, provided the City continues to make lease or lien payments; and

22 (6) In the event of premature termination of a franchise for any reason, any
23 existing agreement to provide for the interim rental of the ambulance vehicles and any necessary
24 equipment, facilities, or both, and any other agreements between the franchisee and the City shall
25 remain in full force and effect and shall survive termination of the franchise unless those agreements
26 are specifically terminated by the City.

27 SECTION 32: Any franchise granted pursuant to this Chapter shall be a privilege and
28 shall not impart to the franchisee any right of property in any City rights-of-way or other City

1 property. The franchise agreement shall be construed to have granted the nonexclusive permission
2 and authority to operate within the City.

3 SECTION 33: (A) A franchisee, as a condition of the grant of a franchise
4 agreement pursuant to this Chapter, and in consideration thereof, shall protect, indemnify, and hold
5 the City harmless against all claims for breach of contract or for damages to persons or property by
6 reason of the operation of its franchised business, or any way arising out of performance under its
7 franchise, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused,
8 wholly or in part, by any act, omission, negligence, or misconduct of the franchisee or any of its
9 contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission,
10 negligence, or misconduct, the franchisee is by law responsible.

11 (B) This Section is not intended to create liability for the benefit of third parties but
12 is solely for the benefit of the franchisee and the City. In the event any claim is made against the City
13 whether private or brought by or on behalf of the government that falls under this indemnity provision
14 and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor,
15 a franchisee shall indemnify and hold the City harmless of and from any such liability, including any
16 court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred
17 at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating
18 to or covering any matter covered by this indemnity, wherein a franchisee has agreed by accepting a
19 franchise, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs,
20 as the case may be, the City shall give a franchisee immediate notice of such suit or proceeding;
21 whereupon a franchisee shall provide a defense to any such suit or suits, including any appellate
22 proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs, civil
23 monetary penalties or judgments that may be rendered against the City by reason of such damage suit.

24 (C) Upon failure of a franchisee to comply with the "defense of suit" provisions of
25 its franchise agreement, after reasonable notice to it by the City, the City shall have the right to defend
26 the same and in addition to being reimbursed for any settlement or judgment that may be rendered
27 against the City, together with all costs incurred therein, the franchisee shall reimburse the City
28 reasonable attorney fees, including those employed by the City in such case or cases, as well as all

1 expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such
2 suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the
3 event the City is compelled to undertake the defense of any such suit by reason of the franchisee's
4 failure to perform as here and above provided, the City shall have the full right and authority to make
5 or enter into any settlement or compromise of such adjudication as the City Council shall deem in the
6 best interest of the City, this without the prior approval or consent of the franchisee with respect to
7 the terms of such compromise or settlement.

8 SECTION 34: Nothing contained in this Chapter:

9 (A) Prevents the Fire Department from furnishing ambulance service with City
10 Council approval.

11 (B) Applies to any service provided by the Fire Department pursuant to Subsection
12 (A) of this Section.

13 (C) Applies to any volunteer emergency ambulance service that is furnished with
14 City Council approval and is under Fire Department supervision and control.

15 SECTION 35: The franchisee shall be subject to all requirements of the City's
16 ordinances, rules, regulations and specifications insofar as the regulations and specifications are not
17 in violation of any applicable State or Federal regulations. The City reserves every right and power
18 to exercise any requirement of the Las Vegas Municipal Code, and the franchisee, by its acceptance
19 of the franchise, agrees to be bound thereby and to comply with any action under (or requirement) of
20 the Las Vegas Municipal Code, as it exists now or as amended in the future.

21 SECTION 36: An ambulance service franchise shall not be required in order to provide
22 special event medical service as defined by this Chapter.

23 SECTION 37: An ambulance service franchisee may provide special event medical
24 service and may use its ambulances to transport patients from the location of a special event in
25 accordance with the service category authorized in its franchise agreement.

26 SECTION 38: (A) An SEMS provider whose special event vehicle is staffed and
27 equipped pursuant to Health District regulations may transport a patient from a special event it has
28 been contracted to serve only if the condition of a patient is so severe that the patient requires

1 immediate ambulance transport (e.g., penetrating trauma, acute myocardial infarction, evolving
2 cerebral vascular accident, difficult airway management, etc.) provided the SEMS provider complies
3 with the following requirements:

4 (1) The SEMS provider shall keep current and on file with the Director
5 proof of insurance pursuant to Section 50 of this Ordinance;

6 (2) Prior to transport or while en route, the SEMS provider shall contact
7 the FAO to alert that office of the SEMS provider's intent to transport and obtain the name of the
8 medical facility to which the patient should be transported and then notify such medical facility of the
9 estimated time of arrival; and

10 (3) Within five working days of the transport, the SEMS provider shall
11 submit a written report of the patient transport to the Director in a form approved by the Director and
12 to the Health District, pursuant to its reporting regulations.

13 (B) Upon receipt of a report of transport, the Director shall cause the report to be
14 forwarded to the AOC for its verification that the SEMS provider is in compliance with this Chapter
15 and is not in the business of providing ambulance service.

16 (C) The results of the AOC review shall be reported back to the Director with a
17 determination of whether the SEMS provider has been providing ambulance service during the
18 reporting period.

19 SECTION 39: If requested to do so by the City and subject to availability of staff and
20 equipment, an SEMS provider shall make its staff and equipment available to aid and assist the City
21 in the event of wide-scale emergency or disaster and, if requested, shall cooperate with and participate
22 in an emergency planning program conducted or sponsored by the City's office of emergency
23 management.

24 SECTION 40: Failure of an SEMS provider to comply with the provisions of this
25 Chapter and applicable Sections of this Code may result in business license penalties including
26 revocation of the SEMS provider's business license.

27 SECTION 41: Any person desiring to operate a business that provides medical or first
28 aid service at special events within the City must first obtain and thereafter maintain a valid unexpired

1 business license. Persons holding a valid and current ambulance service franchise and ambulance
2 service business licenses with the City are exempt from SEMS licensing.

3 SECTION 42: The business license fee for a special event medical service provider
4 shall be two hundred dollars paid annually.

5 SECTION 43: The color scheme, logo and uniform design to be used to designate the
6 special event medical service vehicle and personnel of the SEMS provider shall not be the same or
7 confusingly similar to the color scheme of designs of the Fire Department or other ambulance service
8 providers operating in the City as determined by the Fire Chief in his or her sole discretion.

9 SECTION 44: The report required by Section 38 of this Ordinance shall include at a
10 minimum the following information:

11 (A) Incident identification number, if used.

12 (B) Date of service.

13 (C) Time of transport.

14 (D) Origination of transport.

15 (E) Destination of transport.

16 (F) Name of special event where transport originated.

17 (G) Total fees charged or donations collected, if any.

18 (H) Total number of patients transported for each trip.

19 (I) Any report required to be submitted to the Health District for each call.

20 SECTION 45: Any person desiring to operate a patient transfer service business within
21 the City, must first obtain and thereafter maintain a valid unexpired business license.

22 SECTION 46: The business license fee for a non-medically supervised patient transfer
23 service provider shall be one hundred dollars per vehicle annually.

24 SECTION 47: A non-medically supervised patient transfer service licensee must not
25 equip its vehicles with any medical equipment or supplies other than a first aid kit.

26 SECTION 48: Any person desiring to operate an air ambulance service which picks
27 up or delivers patients within the City must first obtain and thereafter maintain a valid unexpired air
28 ambulance service business license and must comply with all emergency medical service regulations

1 as adopted by the Health District as a condition of their license.

2 SECTION 49: The business license fee for an air ambulance service provider shall be
3 two hundred dollars semiannually.

4 SECTION 50: (A) As a condition of and prior to commencing business operations,
5 any person required to have a business license or franchise or both a business license and franchise
6 under this Chapter and intending to transport on the rights-of-ways or air space of the City as provided
7 in this Chapter shall file with the Director and thereafter maintain liability insurance, as long as
8 required to be licensed or franchised or both licensed and franchised and intending to transport in the
9 City, in such form as approved by the City's risk manager, insuring the licensee or franchisee against
10 all risk arising from the operations of the licensee or franchisee for not less than two million dollars
11 per occurrence for bodily injury or death, and two million dollars per occurrence for loss or damage
12 to property.

13 (B) All policies of insurance required under this Section shall be issued by insurance
14 companies licensed to do business in the State of Nevada in accordance with applicable sections of
15 Nevada Revised Statutes Title 57, from carriers having a rating from A.M. Best Company of no less
16 than A-VIII. Proof of coverage shall be evidenced by submitting an insurance certificate, or
17 certificates, to the Director, which names the City as an additional insured and indicates that the City
18 will be notified no less than 30 days prior to alteration, cancellation, termination or non-renewal of
19 coverage.

20 SECTION 51: LVMC Section 6.04.035 is hereby repealed in its entirety.

21 SECTION 52: LVMC Title 6, Chapter 8, is hereby repealed in its entirety.

22 SECTION 53: This Section and Section 52 of this Ordinance become effective the day
23 after publication of this Ordinance following its adoption by the City Council.

24 SECTION 54: This Section and Sections 1 to 51, inclusive, of this Ordinance shall
25 become effective at 12:01 a.m. the day after publication of this Ordinance following its adoption by
26 the City Council.

27 SECTION 55: If any section, subsection, subdivision, paragraph, sentence, clause or
28 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional or invalid or

1 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
2 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
3 City of Las Vegas, Nevada, hereby declares that it would have passed each section, subsection,
4 subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more
5 sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared
6 unconstitutional, invalid or ineffective.

7 SECTION 56: Whenever in this ordinance any act is prohibited or is made or declared
8 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
9 required or the failure to do any act is made or declared to be unlawful or an offense or a
10 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
11 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
12 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
13 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

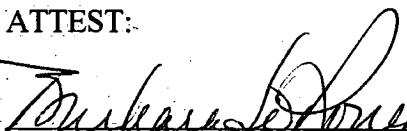
14 SECTION 57: All ordinances or parts of ordinances, sections, subsections, phrases,
15 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
16 1983 Edition, in conflict herewith are hereby repealed.

17 PASSED, ADOPTED AND APPROVED this 4th day of October, 2000.

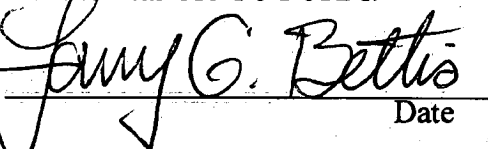
18 APPROVED:

19
20 By 
21 OSCAR B. GOODMAN, Mayor

22 ATTEST:

23 
24 BARBARA JO RONEMUS, City Clerk

25 APPROVED AS TO FORM:

26  9-12-00
27 Date
28 ...

1 The above and foregoing ordinance was first proposed and read by title to the City
2 Council on the 20th day of September, 2000 and referred to the following committee composed
3 of the Councilmembers Weekly and Mack for recommendation; thereafter the said committee
4 reported favorably on said ordinance on the 4th day of October, 2000 which was a regular
5 meeting of said Council; that at said regular meeting, the proposed ordinance was read by title
6 to the City Council as first introduced and adopted by the following vote:

7 VOTING "AYE": Mayor Goodman and Councilmembers M. McDonald, Reese, Brown,
8 L.B. McDonald, Weekly and Mack

9 VOTING "NAY": NONE

10 EXCUSED: NONE

11 APPROVED:

12
13 
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 
17 BARBARA JO RONEMUS, City Clerk

RECEIVED
CITY CLERK

2000 OCT -2 A 10:30

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

LaToyce Warren, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
1424114

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 09/22/00 to 09/22/2000, on the following days: SEPTEMBER 22, 2000

Signed:

LaToyce Warren

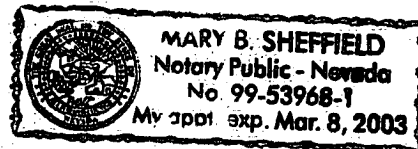
SUBSCRIBED AND SWORN BEFORE ME THIS THE

26

day of September 2000

Mary B. Sheffield

Notary Public



BILL NO. 2000-72

AN ORDINANCE TO REPEAL THE MUNICIPAL CODE CHAPTER GOVERNING AMBULANCES, ADOPT A NEW CHAPTER ESTABLISHING OPERATIONAL, FRANCHISE AND BUSINESS LICENSE REQUIREMENTS FOR AMBULANCE, AIR AMBULANCE, NON-MEDICALLY SUPERVISED PATIENT TRANSFER AND SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mark Vincent, Director of Finance & Business Services

Summary: Repeals the chapter governing ambulances, and adopts a new chapter establishing operational, franchise and business license requirements for ambulance, air ambulance, non-medically supervised patient transfer and special event medical services.

At a City Council meeting SEPTEMBER 20, 2000
BILL NO. 2000-72 WAS READ BY TITLE AND REFERRED TO RECOMMENDING COMMITTEE: Councilmen Weekly and Mack

COPIES OF THE COMPLETE BILL ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, CITY HALL, 400 STEWART AVENUE, LAS VEGAS, NEVADA.
PUB: September 22, 2000
Las Vegas Review-Journal

RECEIVED
CITY CLERK

2000 OCT 13 P 2:38

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Gala Brady, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
1444250

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 10/06/00 to 10/06/2000, on the following days: OCTOBER 6, 2000

Signed: Gala Brady

SUBSCRIBED AND SWORN BEFORE ME THIS THE 9

day of October 2000

Mary B. Sheffield
Notary Public

BILL NO. 2000-72
ORDINANCE NO. 5260
AN ORDINANCE TO REPEAL THE MUNICIPAL CODE CHAPTER GOVERNING AMBULANCES, ADOPT A NEW CHAPTER ESTABLISHING OPERATIONAL FRANCHISE AND BUSINESS LICENSE REQUIREMENTS FOR AMBULANCE, AIR AMBULANCE, NON-MEDICALLY SUPERVISED PATIENT TRANSFER AND SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS

Proposed by: Mark Vincent, Director of Finance & Business Services
Summary: Repeals the chapter governing ambulances, and adopts a new chapter establishing operational, franchise and business license requirements for ambulance, air ambulance, non-medically supervised patient transfer and special event medical services.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 20th day of September, 2000, and referred to the following committee composed of Councilmembers Weekly and Mack for recommendation; thereafter the said committee reported favorably on said ordinance on the 4th day of October, 2000, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers M. McDonald, Reese, Brown, Weekly and Mack.
VOTING "NAY": NONE
EXCUSED: NONE
ABSTAINED: Councilwoman L.B. McDonald

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, 400 STEWART AVENUE, LAS VEGAS, NEVADA.
PUB: October 6, 2000
Las Vegas Review-Journal

