

BILL NO. 2025-5

ORDINANCE NO. 6901

AN ORDINANCE TO AMEND LVMC CHAPTER 6.08 TO MAKE VARIOUS CHANGES REGARDING AMBULANCE FRANCHISES, INCLUDING PROVISIONS TO UPDATE MAXIMUM SERVICE RATES; CHANGE THE METHOD AND CALCULATION OF ANNUAL INCREASES IN SERVICE RATES AND FRANCHISEE PENALTY ITEMS; UPDATE PROVISIONS REGARDING THE REVOCATION AND ADJUSTMENT OF FRANCHISES FOR NONCOMPLIANCE; PROVIDE FOR THE EXTENSION OF AMBULANCE VEHICLE SERVICE LIFE UNDER CERTAIN CIRCUMSTANCES; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Fernando Gray, Chief of Fire and Rescue

Summary: Amends LVMC Chapter 6.08 to make various changes regarding ambulance franchises, including provisions to update maximum service rates; change the method and calculation of annual increases in service rates and franchisee penalty items; update provisions regarding the revocation and adjustment of franchises for noncompliance; and provide for the extension of ambulance vehicle service life under certain circumstances.

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

SECTION 1: Title 6, Chapter 8, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.020: 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:

“Advanced emergency medical technician” or “Advanced EMT” means a person who is qualified, in accordance with the Health District regulations as an EMT-Basic and who is also qualified in accordance with the Health District regulations to perform essential advanced techniques and to administer a limited number of medications.

“Advanced life support” or “ALS,” whether used alone or as a modifier of other nouns, has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended. Likewise, the terms “ALS1” and “ALS2” have the same meanings as the definitions of those terms in 42 CFR 414.605, as may be amended.

“Air ambulance” means an aircraft, both fixed wing and rotary wing aircraft, especially designed,

constructed, modified or equipped to be used for the transportation of injured or sick persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly scheduled flights.

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

(1) Sick or injured persons; or

(2) Persons whose medical condition may require special observation during transportation.

For the purposes of this Chapter, the term "ambulance" specifically excludes nonmedically supervised patient transports and special event medical service transports.

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

"Annual percentage increase" or "API," for any particular annual period, means the increase to be applied to liquidated damages, penalties and service rates in accordance with Sections 6.08.180 and 6.08.190. Except as otherwise provided in this definition, the applicable API shall be calculated with reference to the increase in the CPI-MCS for the corresponding annual period, consistent with Sections 6.08.180 and 6.08.190. If there is no increase in the CPI-MCS or the increase is less than three percent, the API shall be three percent. If the increase in the CPI-MCS is greater than five percent, the API shall be five percent.

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

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

"Automatic Vehicle Locator," "AVL/GPS" or "AVL" means the automated system used to track or

1 determine the physical location of ambulance vehicles through a Global Positioning System (GPS), on a
2 computerized mapping system that is integrated with the Fire Alarm Office.

3 "AVL/GPS data reports" means Global Positioning System (GPS) data that a franchisee may use to
4 report that it was "on scene," thereby providing a means to calculate an official response time.

5 "Basic life support" or "BLS" has the same meaning as the definition of that term in the Code of
6 Federal Regulations (42 CFR 414.605), as may be amended.

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, or his
11 or her designee.

12 "Computer-aided dispatch" or "CAD" means dispatching of emergency and non-emergency
13 resources through the computer technology to calls for service.

14 "CPI-MCS" means the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average,
15 Series CUUR0000SAM2, Medical Care Services, as published by the U.S. Department of Labor, Bureau of
16 Labor Statistics, Washington, D.C.

17 "Critical care transport" (CCT) or "specialty care transport" (SCT) both have the same meaning as
18 the term "specialty care transport" as defined in the Code of Federal Regulations (42 CFR 414.605), as may
19 be amended.

20 ["Department" means the Department of Finance or a designee.

21 "Director" means the Director of the Department of Finance or a designee.]

22 "Dispatched ambulance service" means ambulance service that is dispatched by or required to be
23 electronically transferred for dispatch by the Fire Alarm Office to a franchisee.

24 "Emergency" has the same meaning as that term is defined by the Health District, as may be
25 amended.

26 "Emergency medical care" means medical care given to a patient in an emergency situation before

1 the patient arrives at a hospital or other medical facility and until responsibility for the patient is assumed by
2 the medical staff at such facility.

3 "Emergency medical service" or "EMS" means a system consisting of a chain of services linked
4 together to provide emergency medical care for the patient at the scene, during transport, and upon entry at a
5 hospital or other medical facility.

6 "Emergency medical technician basic" or "EMT basic" means a person who is qualified, in
7 accordance with the Health District regulations to provide basic emergency medical care.

8 "EMS priority dispatch" means a dispatch system:

9 (1) Whereby "certified emergency medical dispatchers" [(EMD's)] give lifesaving pre-
10 arrival instructions to person requesting the same; [and]

11 (2) Which provides for the dispatch of the appropriate level of emergency vehicle
12 response, A, B, C, D, E, or O as determined by use of a priority card or computer program, based on the
13 severity of the medical emergency[.]; and

14 (3) In which the different levels of dispatch priority are defined as follows:

15 (a) Priority Level 1: Specified critical-level Bravo (B), Charlie (C), Delta (D)
16 and Echo (E) calls for 911-dispatched ambulance service;

17 (b) Priority Level 2: Specified high-level Bravo (B), Charlie (C), Delta (D) and
18 Echo (E) calls for 911-dispatched ambulance service;

19 (c) Priority Level 3: Specified moderate-level Bravo (B), Charlie (C), Delta (D)
20 and Echo (E) calls for 911-dispatched ambulance service;

21 (d) Priority Level 4: Specified low-level Alpha (A), Bravo (B) and Omega (O)
22 calls for 911-dispatched ambulance service;

23 (e) Priority Level 5: Specified medical aid-level Alpha (A) and Omega (O) calls
24 for 911-dispatched ambulance service;

25 (f) Priority Level 11 Urgent: Immediate transfer requests for critical patients
26 needing a higher level of care at another facility;

1 (g) Priority Level 11 Scheduled: Non-emergency pre-scheduled transfer request
2 with four hours prior notice from the facility requesting the transport; and

3 (h) Priority Level 11 Unscheduled: Non-emergency unscheduled transfer
4 request.

5 For purposes of this Paragraph (3), "specified," with respect to a priority level, refers to call types that are
6 selected by the LVFR Medical Director and designated in a separate document as pertaining to that priority
7 level.

8 "Emergency medical technician-paramedic" or "EMT-Paramedic" means a person possessing the
9 qualifications of the Advanced EMT and also, in accordance with the Health District regulations, as having
10 enhanced skills that include being able to administer additional advanced life support interventions and
11 medications.

12 "Emergency response" has the same meaning as the definition of that term in the Code of Federal
13 Regulations (42 CFR 414.605), as may be amended.

14 ["Emergency triage, treatment and transport" or "ET3" means the provision of services in accordance
15 with a model program designed by the Federal Government's Centers for Medicare and Medicaid Innovation
16 ("CMMI") wherein EMS and fire department crews identify patients best served by a healthcare facility other
17 than the emergency department. ET3 encourages appropriate utilization of emergency medical services,
18 increased efficiency in the EMS system, and provides person-centered care at the most appropriate care level.
19 Under ET3, EMS providers can treat the patient on scene or enable emergency physician triage via telehealth.
20 Under ET3, urgent care facilities serve as the main alternative destination for patients, but EMS crews could
21 also transport patients to any approved qualified healthcare provider destination covered under the
22 regulations, including primary care clinics or mental health facilities.]

23 "Financial statements" means audited financial statements of the local operation of the franchised
24 business. Financial statements are to include: Balance sheet, income statement, statements of cash flows, and
25 statement of retained earnings.

26 "Fire Alarm Office" or "FAO" means the office referred to as Firecom in the Health District

1 regulations which is administered by the City of Las Vegas through an interlocal agreement among the City
2 of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

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

4 "Fire Chief" means the Director of the Fire Department or a designee.

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

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

12 "Franchise Officer" means the person designated by the City Manager to be responsible for the
13 administration and oversight of ambulance franchise agreements and the franchise-related aspects of this
14 Chapter.

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

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

20 "Health District" means the Southern Nevada Health District, its officers and authorized agents.

21 "Health District regulations" means the applicable EMS regulations adopted by the District Board of
22 Health, as they may be amended from time to time.

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

24 "Inter-facility ambulance transport service" means an emergency or a nonemergency transport of a
25 patient by ambulance that originates and terminates at previously designated medical facilities or locations.

26 "Intermediate life support" or "ILS," whether used alone or as a modifier of other nouns, means

1 transportation by ground ambulance vehicle and medically necessary supplies and services that must be
2 staffed by not less than two individuals, at least one of whom must be trained and qualified to the level of an
3 Advanced EMT.

4 “LVFR Medical Director” means the medical director of the Fire Department.

5 “Loaded mileage” has the same meaning as the definition of that term in the Code of Federal
6 Regulations (42 CFR 414.605), as may be amended.

7 “MDT” means a mobile data terminal, or a computerized device used in emergency vehicles to
8 communicate with a central dispatch office.

9 “Maximum ambulance service rate” means the maximum amount that a franchisee may bill a patient
10 or other payer for the level of ambulance service provided to the patient, as established in this Chapter,
11 including all ancillary services and supplies used in providing ambulance service.

12 “Mobile integrated healthcare” means the delivery of patient-centered healthcare in the out-of-
13 hospital environment utilizing technology and mobile pre-hospital resources to address the needs of the
14 community. “Mobile integrated healthcare” may also be referred to as “community paramedicine.”

15 “Mutual aid” means ambulance service provided within the franchise service area in response to a
16 request by a franchisee for assistance from another franchisee to provide ambulance service in the requesting
17 franchisee’s authorized service area pursuant to an agreement between the franchisees that is on file with the
18 City.

19 “Nonemergency ambulance service” means: 1) prearranged non-911 dispatched ambulance service
20 provided to patients with non-life-threatening conditions that does not require the use of lights and sirens,
21 including without limitation nonemergency ambulance service requested at special events and other non-
22 911-dispatched ambulance service requests that would be categorized as nonemergency transfers or level 33-
23 A calls (as that term is approved and endorsed by the Health District) when processed through EMS priority
24 dispatch protocol; or 2) inter-facility ambulance transport service as defined by a franchisee’s agreement.

25 “Nonmedically supervised patient transfer service” means the transportation of a person that does
26 not require any medical supervision, observation or care while en route, as permitted by the State of Nevada

1 Transportation Services Authority.

2 “On-scene” means when an ambulance unit actually arrives at the specific address or location
3 dispatched with a speed of zero miles per hour, or when the ambulance unit actually arrives at the point
4 closest to the specified address or location to which it can reasonably be driven.

5 “Performance standards” means response time requirements that are required to be met by a
6 franchisee as specified in Section 6.08.150 in the performance of providing ambulance service by the
7 franchisee.

8 “Response time” means the time period measured from receipt by a franchisee of electronically
9 transferred information from the FAO dispatch facility or the franchisee’s dispatch center on the patient
10 location, EMS priority dispatch code, and call-back number to the time when the ambulance dispatched to
11 the incident or facility arrives and reports that it is “on scene” as that term is defined herein, or when the
12 dispatched ambulance en route to an incident is canceled by the FAO dispatch.

13 “Rights-of-way” means property dedicated to, granted to, or held or prescriptively used by the City
14 for public street, alley, road and highway purposes.

15 “Scheduled” means non-emergency pre-scheduled transports within four hours’ prior notice from a
16 facility.

17 “Service category” means the type or level of ambulance service that is specified in a franchise
18 agreement pursuant to this Chapter.

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

21 “Special event medical service” or “SEMS” means the providing of medical care to the participants
22 and members of the public in attendance at a special event pursuant to a contractual arrangement between a
23 special event medical service provider or a franchisee and the special event owner, operator, promoter,
24 organizer or any other person authorized to enter into such contractual arrangements on behalf of the special
25 event.

26 “Special event medical service provider” or “SEMS provider” means a person who has obtained a

1 special event medical service provider business license pursuant to Title 6 of this Code and special purpose
2 ambulance service permits required pursuant to Health District regulations.

3 “Special event vehicle” means the special purpose vehicle permitted by Health District regulations
4 which for the purposes of this Chapter may be used for the sole purpose of providing standby medical
5 coverage at predesignated special events. Except as otherwise provided in this Chapter, the term does not
6 include a vehicle which provides ambulance service over City rights-of-way.

7 “Street” means the surface of the full width of the right-of-way, including alleys, sidewalks and
8 thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right for the
9 purpose of vehicular traffic or vehicular and pedestrian traffic.

10 “Sub-zone” means a portion of a franchise service area as defined in a franchise agreement.

11 “Ten-digit request for emergency service” means any telephone request for emergency ambulance
12 service that is received directly by a franchisee from any source, including representatives of law enforcement
13 agencies, which is required to be electronically transferred immediately to the FAO system.

14 “Transfer of ownership or control” means any transaction in which:

15 (1) Any ownership or other right, title, or interest of more than five percent in a
16 franchisee or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged, directly or
17 indirectly, voluntarily or involuntarily, in whole or in part;

18 (2) There is any change or transfer of control of a franchise or ambulance service;

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

21 (4) Any change or substitution occurs in the managing general partners of a franchisee,
22 where applicable; or

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

26 “Transponder” means an electronic device affixed to an ambulance that activates the private access

gates located within the franchise service area.

“Unforeseen economic circumstance” means:

(1) That within a given twelve-month calculation period the percentage change in the CPI-MCS was greater than ten percent or less than zero (decrease); or

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

“Unscheduled” means non-emergency unscheduled transfer request from a facility.

“Urgent” means non-emergency immediate transfer requests for critical patients needing higher level of care at another facility.

“Volunteer ambulance service” means volunteer ambulance service which is authorized and operated under the direct supervision of the Fire Department.

SECTION 2: Title 6, Chapter 8, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.050: The franchise fee shall be the amount set forth in a franchise agreement which has been determined necessary to partially reimburse the City for costs incurred in dispatch processing, providing or arranging for services, administering the franchise agreement, regulatory oversight, and such other service as permitted by applicable law. Franchise fees shall be paid according to the provisions of the franchise agreement, and shall be accompanied by such supporting documentation as the [Director] Franchise Officer deems necessary. If a franchise fee is received by the City after its due date, the City is authorized to charge the franchisee a late fee of two percent per month (or fraction thereof) of the delinquent amount.

SECTION 3: Title 6, Chapter 8, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.070: (A) Whenever the number of ambulance service franchisees within the City is less than the maximum number established by the City Council pursuant to this Chapter, or if the City Council has not established a maximum number of such franchises but has determined that a new ambulance service franchise will serve the public convenience and necessity, a person may apply for a new franchise by submitting an

1 application to the [Director] Franchise Officer on such form or in such format as the [Director shall] City
2 may require.

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

4 (1) For a sole proprietor, the name and business and residence addresses of the
5 applicant. For a corporation, the corporate name, date and place of incorporation, an address of its principal
6 place of business, and identification of the ownership and control of the applicant, including: the names and
7 address of the ten largest holders of an ownership interest in the applicant and affiliates of the applicant, and
8 all persons with five percent or more ownership interest in the applicant and its affiliates, the persons who
9 control the applicant and its affiliates, all officers and directors of the applicant and its affiliates, and any
10 other business affiliation and ownership interest of each named person. For a corporation, a copy of the
11 articles of incorporation and all effective amendments certified by the appropriate officer of the state of
12 incorporation, and a certificate of good standing from the Nevada Secretary of State. For a limited liability
13 company (LLC), the LLC name, date and place of formation, an address of its principal place of business,
14 identification of the ownership and control of the applicant, including the names and addresses of the ten
15 largest holders of an ownership interest in the applicant and affiliates of the applicant, and all persons with
16 five percent or more ownership interest in the applicant and its affiliates, the persons who control the
17 applicant and its affiliates, all members/managers of the applicant and its affiliates, and any other business
18 affiliation and ownership of each named person. For an LLC, a copy of the articles of organization and all
19 effective amendments certified by the appropriate officer of the state of formation, and a certificate of good
20 standing from the Nevada Secretary of State. For a partnership or association, the names of the owners,
21 partners or the persons comprising the association of the company, the names and percentage of ownership
22 of each owner, partner or person, and the business and residence addresses of each owner, partner or person.
23 If the applicant is operating under a fictitious firm name, a copy of the certificate filed pursuant to NRS
24 Chapter 602;

25 (2) A statement with such references as may be acceptable to the [Director]
26 Franchise Officer and Fire Chief describing the qualifications and experience of the applicant and the

1 personnel who will manage the ambulance service franchise; all geographic areas and all other jurisdictions
2 currently or previously provided ambulance service by the applicant, performance standards achieved and
3 levels of service provided. This Section shall not be deemed as precluding an application from a new business
4 entity; provided that the principals in such entity are able to demonstrate that the new entity can satisfy the
5 requirements for a franchise set forth in this Chapter;

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

9 (4) A letter of commitment from a qualified institution acceptable to the
10 [Director] Franchise Officer stating that, if a franchise is granted, performance security in the kind and
11 amount stated in this Chapter will be issued securing the applicant's performance under the franchise
12 agreement;

13 (5) A written description of the AVL system and the computer-aided dispatch
14 system or other system the applicant intends to utilize, and must be compatible with the FAO's CAD;

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

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

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

24 (9) Written information as required by the [Director] Franchise Officer or Fire
25 Chief, or both, to allow evaluation of whether the applicant is financially able to provide ambulance services,
26 including:

1 (a) A statement outlining the extent to which the applicant has been in
2 the ambulance service business before filing the application, and

3 (b) Documented financial and other information as the [Director]
4 Franchise Officer or Fire Chief, or both, may require for a full understanding of the application.

5 (10) Any other documents and information as the [Director] Franchise Officer or
6 Fire Chief, or both, may require in order to evaluate the applicant.

7 SECTION 4: Title 6, Chapter 8, Section 80, of the Municipal Code of the City of Las
8 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **6.08.080:** (A) Upon the receipt by the [Director] Franchise Officer of any application referred to
10 in Section 6.08.070, and payment of a one-thousand-dollar non-refundable deposit, the [Director] Franchise
11 Officer or Fire Chief, or both, shall immediately cause verification, review, and investigation of the applicant,
12 the actual costs of which shall be paid by the applicant. The [Director] Franchise Officer or Fire Chief, or
13 both, shall report to the City Council the findings [he or she has] made pursuant to the investigation.

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

16 SECTION 5: Title 6, Chapter 8, Section 90, of the Municipal Code of the City of Las
17 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

18 **6.08.090:** The City Council, in its sole discretion, may [solicit] direct the solicitation of bids for
19 ambulance service franchises and, the requirements for application stated in Section 6.08.070
20 notwithstanding, may establish such requirements for bids as it deems appropriate. Bids received shall be
21 reviewed and investigated by the [Director] Franchise Officer or Fire Chief, or both, who shall report [his or
22 her] the findings to the City Council. After receiving the [Director's report,] report or reports, the City Council
23 may grant a franchise, not grant a franchise or take any other action it may deem appropriate.

24 SECTION 6: Title 6, Chapter 8, Section 120, of the Municipal Code of the City of Las
25 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

26 **6.08.120:** The following provisions shall apply to franchises issued pursuant to this Chapter:

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

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

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

12 (D) A franchise agreement shall set forth its length of term.

13 (E) No privilege or exemption shall be inferred from the granting of any franchise unless it is
14 specifically mentioned in this Chapter or in the franchise agreement.

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

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

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

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

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

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

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

4 (6) Proof that the franchisee's AVL and CAD have been tested for compatibility with
5 the FAO CAD to monitor the location and status of deployed units at all times and have performed in a
6 manner acceptable to the Fire Chief in his or her sole discretion.

7 (H) The [Director] Franchise Officer and the Fire Chief, in consultation with the LVFR Medical
8 Director, may adopt administrative policies and procedures as necessary to carry out the provisions of this
9 Chapter and franchise agreements executed pursuant to this Chapter, subject to the approval of the City
10 Manager.

11 SECTION 7: Title 6, Chapter 8, Section 125, of the Municipal Code of the City of Las
12 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13 **6.08.125:** A franchisee may provide [one or both of the following,] mobile integrated healthcare, but
14 only if permitted by and pursuant to the terms of its franchise agreement, [:

15 (A) Mobile integrated healthcare.

16 (B) ET3 services in accordance with the ET3 model.]

17 SECTION 8: Title 6, Chapter 8, Section 130, of the Municipal Code of the City of Las
18 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19 **6.08.130:** (A) No franchisee shall deviate from the color scheme, logo or design approved by the
20 Fire Chief without his or her prior consent.

21 (B) The franchisee shall maintain records within Clark County, Nevada and allow for
22 audits as provided in applicable Sections of this Chapter and Title 6 of this Code.

23 (C) A franchisee shall adhere to response time standards and staffing requirements of
24 this Chapter in its service area and individually in each subzone that the franchisee is authorized to serve.
25 The franchisee shall ensure that each sub-zone in its service area receives the same level of service or level
26 of performance as compares with other sub-zones it serves within the franchise service area.

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

4 (E) Unless otherwise specified in its franchise agreement or required by the LVFR
5 Medical Director's regulations and procedures, when a franchisee receives, through any means, a request for
6 service which if processed through EMS priority dispatch protocols would be determined to be a Priority
7 Level 1, 2, 3, 4 or 5 call under a Category Alpha (A), Bravo (B), Charlie (C), Delta (D), Echo (E), or Omega
8 (O) level category for EMS ambulance service, the franchisee shall electronically transfer information on the
9 call to the FAO, including patient location, condition and call-back number.

10 (F) A franchisee shall not use any ambulance once the vehicle mileage on [an] that
11 ambulance reaches three hundred thousand miles[.]; provided, however, that an ambulance in which a new
12 engine and transmission have been installed before reaching that mileage may continue in use beyond that
13 mileage, but must not be used by the franchisee after its mileage has reached five hundred thousand miles.

14 (G) Except with respect to nonemergency ambulance service, when a franchisee is
15 providing special event medical service and a patient's condition requires transport, or a franchisee is directly
16 called to transport a patient from a special event, the franchisee shall electronically transfer information on
17 patient location, condition, availability of or need for the dispatch of an ambulance and call-back number to
18 the FAO.

19 (H) A franchisee shall provide integration of the franchisee's emergency and non-
20 emergency resources onto the FAO dispatching consoles.

21 SECTION 9: Title 6, Chapter 8, Section 150, of the Municipal Code of the City of Las
22 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

23 **6.08.150:** (A) Requests for ambulance service which are received through the FAO, including ten-
24 digit requests for emergency service, through a 911-emergency telephone system, or franchisee's dispatch
25 center, shall meet the following response time performance standards:

26 (1) For all dispatch level emergency calls of EMS Priority Levels 1, 2 and 3,

1 the response time shall be no greater than eleven minutes and fifty-nine seconds (11:59).

2 (2) For all dispatch level emergency calls of EMS Priority Level 4, the response
3 time shall be no greater than fifteen minutes and fifty-nine seconds (15:59).

4 (3) For all dispatch level emergency calls of EMS Priority Level 5 and non-
5 emergency calls of Priority Level 11 Urgent, the response time shall be no greater than nineteen minutes and
6 fifty-nine seconds (19:59).

7 (4) For all non-emergency calls of Priority 11 Scheduled, the response time
8 shall be no greater than the scheduled time.

9 (5) For all non-emergency calls of Priority 11 Unscheduled, the response time
10 shall be no greater than fifty-nine minutes and fifty-nine seconds (59:59).

11 (B) During each calendar month, and within a franchisee's service area and within each
12 sub-zone within that area, as established or amended in accordance with the terms of the franchise agreement,
13 a franchisee must have a minimum ninety percent compliance rate with the response time standards set forth
14 in Subsection (A) of this Section, as measured in each of the following categories:

15 (1) The combined total of emergency calls of EMS Priority Levels 1 and 2,
16 separately from the calls of any other Priority Level;

17 (2) The total of emergency calls of EMS Priority Level 3, separately from the
18 calls of any other Priority Level;

19 (3) The total of emergency calls of EMS Priority Level 4, separately from the
20 calls of any other Priority Level;

21 (4) The total of emergency calls of EMS Priority Level 5, separately from the
22 calls of any other Priority Level; and

23 (5) The combined total of non-emergency calls (all types) of EMS Priority
24 Level 11, separately from the calls of any other Priority Level.

25 (C) In addition to the provisions of Subsection (A) of this Section, a franchisee's failure
26 to arrive on the scene within the times set forth in this Subsection (C) may be grounds for taking disciplinary

1 action against a franchisee, including assessment of liquidated damages, penalties or other actions as provided
2 in this Chapter or in the franchise agreement[,]; readjustment of the franchisee's Franchise Service Area; [to
3 include] or possible termination of the franchise as provided by this Chapter or the franchise agreement. The
4 arrival times beyond which disciplinary and related actions under this Subsection (C) may be taken are as
5 follows:

6 (1) For dispatch level emergency calls of EMS Priority Levels 1, 2 and 3, within
7 fourteen minutes and fifty-nine seconds (14:59) after dispatch.

8 (2) For dispatch level emergency calls of EMS Priority Level 4, within nineteen
9 minutes and fifty-nine seconds (19:59) after dispatch.

10 (3) For dispatch level emergency calls of EMS Priority Level 5, within twenty-
11 four minutes and fifty-nine seconds (24:59) after dispatch.

12 (4) For dispatch level non-emergency calls of EMS Priority Level 11 Urgent,
13 within ten minutes after the response time set forth in Subsection (A) of this Section.

14 (5) For dispatch level non-emergency calls of EMS Priority Level 11 Scheduled
15 and Unscheduled, within thirty minutes after the response times set forth in Subsection (A) of this Section.

16 (D) Calls not canceled by the FAO before the response time requirement has expired but
17 for which the ambulance crew failed to substantiate the on-scene time through usage of AVL/GPS data
18 reports or, if the AVL/GPS was not functioning, failed to report through alternative methods established by
19 the [Director] Fire Chief and LVFR Medical Director, will be considered as failing to meet the applicable
20 response time standards set forth in Subsection (A) of this Section.

21 (E) A call for which an ambulance did not respond within the applicable response time
22 standards set forth in Subsection (A) of this Section, either by the franchisee or by an authorized ambulance
23 service provider through a mutual aid agreement, will be considered as failing to meet the response time
24 requirements of this Section if the call was not canceled by the FAO before the expiration of the response
25 time requirements.

26 (F) When the FAO closes a call, the call is terminated and the applicable response time

1 standard set forth in Subsection (A) of this Section will apply. If the FAO reopens the call, the franchisee
2 shall consider it a new call and calculate the response time from the time the franchisee receives information
3 that the call has been reopened to the time when the ambulance dispatched to the incident arrives and reports
4 that it is on scene, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

5 (G) When multiple ambulances are dispatched by FAO to a single incident, the
6 applicable response time standards set forth in Subsection (A) of this Section will apply only to the first
7 ambulance dispatched by FAO, and additional ambulances responding to the incident will not have a response
8 time requirement nor be counted as a separate call by a franchisee in calculating its monthly ninety percent
9 response time compliance required by this Section.

10 (H) When a franchisee requests mutual aid from an authorized franchisee, the requesting
11 franchisee will count that call in its total monthly calls in calculating its ninety percent on-time response
12 requirements of this Section and will be responsible for any incidental late penalties for such response.

13 (I) The franchise agreement may specify an area of the City wherein the response time
14 requirements of this Section shall not apply.

15 (J) In addition to any other liquidated damage assessment, remedy or penalty provided
16 in this Chapter or the franchise agreement, failure of a franchisee to meet the monthly ninety percent response
17 time requirements set forth in this Chapter within its service area or any sub-zone thereof, as defined by the
18 franchise agreement, for any four months during any period consisting of twelve consecutive calendar months
19 shall be grounds for readjustment of the service area or any other appropriate action as may be determined
20 by the City Council, in its sole discretion, including but not limited to action authorized by Section 6.08.290.

21 SECTION 10: Title 6, Chapter 8, Section 180, of the Municipal Code of the City of Las
22 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

23 **6.08.180:** (A) An ambulance service franchise agreement shall provide for liquidated damages or
24 penalties and remedies in the event the franchisee fails to comply with the ambulance response time,
25 personnel, equipment and reporting requirements of this Chapter or the terms and provision of the franchise
26 agreement.

(B) The liquidated damages or penalties paid to the City shall be used to pay for EMS related expenses, including public education programs, and administrative oversight of ambulance franchises.

(C) The liquidated damages and penalties indicated herein shall be increased annually on [December 31st] February 1 of each year by the [CPI-MCS, provided that the ambulance service rates increase at the same rate for the next annual period.] API, as determined in accordance with Subsection (C) of Section 6.08.190.

SECTION 11: Title 6, Chapter 8, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.190: (A) A franchisee may charge no more than the maximum ambulance service rates plus loaded mileage rates established in this Section for the following regulated levels of service:

(1) Emergency response ALS1, including medical supplies and services: [One thousand one hundred nine dollars and sixty-five cents] One thousand three hundred twelve dollars and thirty-four cents or the maximum allowed by applicable Federal law, whichever is higher;

(2) Emergency response ALS2, including medical supplies and services: [One thousand two hundred fourteen dollars and seventy-eight cents] One thousand four hundred thirty-six dollars and sixty-nine cents or the maximum allowed by applicable Federal law, whichever is higher[.];

(3) Emergency response BLS, including medical supplies and services: [One thousand fifty-four dollars and fifty-eight cents] One thousand two hundred forty-seven dollars and twenty-two cents or the maximum allowed by applicable Federal law, whichever is higher;

(4) Nonemergency response ALS1, including medical supplies and services: [Nine hundred eighty-nine dollars and forty-eight cents] One thousand one hundred seventy dollars and twenty-one cents or the maximum allowed by applicable Federal law, whichever is higher;

(5) Nonemergency response BLS, including medical supplies and services: [Nine hundred forty-four dollars and forty-seven cents] One thousand one hundred seventeen dollars and zero cents or the maximum allowed by applicable Federal law, whichever is higher;

(6) Critical care transport, including medical supplies and services: [One

thousand three hundred eighteen dollars and twenty-three cents] One thousand five hundred fifty-nine dollars and three cents or the maximum allowed by applicable Federal law, whichever is higher; and

(7) Loaded mileage: [Thirty-one dollars and thirty-nine cents] Thirty-seven dollars and twelve cents or the maximum allowed by applicable Federal law, whichever is higher.

(B) Ambulance service rate charges specified in Subsection (A) of this Section are subject to the following:

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

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

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

(a) No cost shifting shall occur, and

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

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

(5) An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.

(C) Ambulance service rates [of] described in this Section shall be [adjusted] increased as follows:

(1) The rates shall be adjusted annually on February [1st,] 1 by the [percentage, rounded to the nearest hundredth of a percent, of change in the annual average of the CPI-MCS between the most recent twelve-month period ending on the preceding December 31st as compared with the prior twelve-month period ending on December 31st; provided, however, the adjustment in rates shall not be greater than ten percent of the then current ambulance service rates unless the City Council, in its sole discretion, approves

1 an adjustment pursuant to Subsection (C)(2) of this Section;] API, determined with reference to the most
2 recent twelve-month period ending on the preceding December 31 as compared with the prior twelve-month
3 period ending on December 31. The API for a particular period is subject to the lower and upper limits
4 described in the definition of "API." When the API reflects the CPI-MCS because the latter is between the
5 lower and upper limits, the API shall be rounded to the nearest hundredth of a percent.

6 (2) When an unforeseen economic circumstance has occurred during a twelve-
7 month period for which the [CPI-MCS] API is being calculated pursuant to Subsection (C)(1) of this Section,
8 the City Council may approve a method for adjusting rates which is not based on [changes in the CPI-MCS]
9 the CPI-MCS or the API. In any year following a period when the adjustment to rates was based on some
10 other method, rate adjustments shall again be based on [changes in the CPI-MCS.] the API for that year.

11 (D) Annually on the first City business day of February, the [Director shall publish]
12 Franchise Officer shall cause the creation of a written record of the rates as adjusted pursuant to Subsection
13 (C) of this Section and file such record with the City Clerk for public inspection.

14 SECTION 12: Title 6, Chapter 8, Section 200, of the Municipal Code of the City of Las
15 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 **6.08.200:** (A) At the request of either the [Director or LVFR Medical Director, the] Franchise
17 Officer or the Fire Chief, a franchisee shall submit reports, records and other information regarding
18 emergency and nonemergency transports that are necessary to verify the franchisee's compliance with this
19 Code and franchise agreements executed pursuant to this Chapter. These reports, records and information
20 shall be submitted in the format and on the date requested by the [Director or LVFR Medical Director.]
21 Franchise Officer or the Fire Chief.

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

24 (C) The franchisee shall provide an annual report to the [City Manager and LVFR
25 Medical Director] Franchise Officer and the Fire Chief listing all ambulance vehicles, by vehicle
26 identification number, vehicle number and license plate, that are used for emergency 911 response and

1 indicating the odometer mileage reading of each vehicle. The mileage reading shall be documented for each
2 vehicle during the month of January of each year, and the date of the reading for each vehicle shall be included
3 in the list. The mileage report shall be due no later than March 1 of each year.

4 SECTION 13: Title 6, Chapter 8, Section 220, of the Municipal Code of the City of Las
5 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6 **6.08.220:** At the [Director's request,] request of either the Franchise Officer or the Fire Chief, a
7 franchisee shall furnish to the City any records or any additional information regarding emergency and
8 nonemergency transports that are necessary to verify compliance with this Code or the franchise agreement.

9 SECTION 14: Title 6, Chapter 8, Section 230, of the Municipal Code of the City of Las
10 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **6.08.230:** [The] A franchisee shall provide a monthly report to the [Director] Franchise Officer and the
12 Fire Chief listing any litigation filed against the franchisee of which it is aware arising from or in any way
13 related to its operations in the City.

14 SECTION 15: Title 6, Chapter 8, Section 240, of the Municipal Code of the City of Las
15 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 **6.08.240:** A franchisee shall provide to the [Department:] Franchise Officer:

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

19 (B) In connection with financial records inspections as provided for in Sections 6.08.250 and
20 6.08.260 of this Ordinance or during any auditing activities, such details regarding the franchisee's financial
21 operation in the City as the [Department] City may require to verify compliance by the franchisee with the
22 provisions of this Chapter and the terms of the franchise agreement[.]; and

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

25 SECTION 16: Title 6, Chapter 8, Section 250, of the Municipal Code of the City of Las
26 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1 **6.08.250:** Upon twenty-four hours' written notice, the [Department] City may inspect the financial
2 records of a franchisee to determine whether the franchisee is complying with the terms of this Chapter.

3 SECTION 17: Title 6, Chapter 8, Section 260, of the Municipal Code of the City of Las
4 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

5 **6.08.260:** In connection with the administration of the franchising provisions of this Chapter, the
6 [Department] Franchise Officer shall review, or cause to be reviewed, the annual financial statements
7 submitted by a franchisee pursuant to this Chapter for compliance with the standards and requirements set
8 forth in this Chapter.

9 SECTION 18: Title 6, Chapter 8, Section 280, of the Municipal Code of the City of Las
10 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **6.08.280:** (A) A franchisee's obligations under its franchise involve personal services whose
12 performance involves personal credit, trust and confidence in the franchisee.

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

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

23 (D) A franchisee shall promptly notify the [Director] Franchise Officer of any proposed
24 transfer of ownership or control.

25 (E) Prior to any transfer of ownership or control, the franchisee shall submit to the
26 [Director] Franchise Officer a written request for approval of the transfer of ownership or control. Such

request shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and any other information as determined necessary by the [Director.] Franchise Officer.

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

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

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

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

(1) The City reserves the right to review, among other things, the purchase price of any transfer of ownership or control of a franchise or ambulance service operation, and to take any necessary steps, including denial of the transfer of ownership or control, to ensure that any negotiated sale value which the City deems unreasonable will not adversely affect rates charged by the ambulance service franchisee; and

(2) Any mortgage, pledge or lease shall be subject and subordinate to the rights

1 of the City under the franchise agreement, this Chapter, and other applicable law.

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

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

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

17 SECTION 19: Title 6, Chapter 8, Section 290, of the Municipal Code of the City of Las
18 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19 **6.08.290:** (A) The City Council may revoke a franchise if it finds that:

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

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

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

25 (4) The franchisee has failed to pay franchise fees, associated late fees,
26 penalties, or other financial obligations under a franchise agreement or this Chapter; [or]

1 (5) The franchisee otherwise has failed to meet any of the provisions of any
2 state, local or Federal law or regulation[.]; or

3 (6) The franchisee is found to have falsified or intentionally provided erroneous
4 records related to its franchise operations.

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

8 (C) Except with respect to findings described in Paragraphs (2) and (6) of Subsection
9 (A) of this Section, and except as otherwise provided in Subsection (B) of this Section, prior to revoking a
10 franchise the City Council shall first provide written notice to the franchisee stating its intent to revoke the
11 franchise and the nature of the deficiency. The franchisee shall have twenty days from receipt of notice to
12 cure such deficiency to the satisfaction of the City Council. If such deficiency is not so cured, the City Council
13 may issue a notice of revocation stating any deficiencies and the effective date of the revocation.

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

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

19 SECTION 20: Title 6, Chapter 8, Section 300, of the Municipal Code of the City of Las
20 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

21 **6.08.300:** (A) To ensure that ambulance service remains uninterrupted in the event of premature
22 termination of a franchise for any reason, and to ensure that all fees, fines, penalties or other amounts owed
23 to the City are paid, a franchisee shall provide and maintain, as a condition of the franchise, and prior to
24 providing any ambulance services in the City, security in the form of cash, an irrevocable pledge of certificate
25 of deposit, an irrevocable letter of credit or a performance bond as agreed in the franchise agreement. In the
26 event that an ambulance service only holds a franchise in the City for non-911-dispatched and nonemergency

1 CCT service, such security shall be in the minimal amount of one hundred thousand dollars made payable to
2 the City Treasurer and delivered to the [Director.] Franchise Officer. In the event that an ambulance service
3 holds a franchise for both emergency and nonemergency transports or just emergency transports such security
4 shall be in the amount of one million dollars made payable to the City Treasurer and delivered to the
5 [Director.] Franchise Officer.

6 (B) If performance bonds are used to satisfy the security requirements of this Section,
7 they shall comply with the following requirements:

8 (1) All bonds shall provide for payment of the City's reasonable attorneys' fees
9 to enforce the bond.

10 (2) All bonds shall be issued by a surety company authorized to do business in
11 the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department
12 Circular 570, Current Revision).

13 (3) All bonds shall guarantee performance of the franchisee's obligations under
14 the franchise agreement and under all applicable local, state and federal laws.

15 (4) A certified and current copy of the power of attorney of the attorney-in-fact
16 who executes the bond on behalf of the surety shall be affixed to the bond.

17 (5) All bonds [prepared by a licensed non-resident agent must be countersigned
18 by a resident agent in accordance with NRS 680A.300.] must comply with applicable provisions of NRS
19 Chapter 680A.

20 (C) In the event an emergency ambulance service franchisee is found in default under
21 the provisions in this Chapter or its franchise agreement, the franchisee will make available to the City or its
22 designee the use of all ambulance vehicles and medical equipment, and any other equipment necessary to
23 support continuation of emergency ambulance services, in service at the time of the breach in order to
24 maintain the public health and safety in the City's jurisdiction, under the following provisions:

25 (1) As a condition of its franchise and prior to providing any ambulance services
26 with the City, a franchisee will enter into an agreement with the City to provide for the interim rental of the

1 ambulance vehicles and any necessary equipment, facilities, or both, in a manner to ensure uninterrupted
2 service;

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

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

9 (4) The City shall deduct any damages incurred as a result of a franchisee's
10 noncompliance with the terms of this Code that result in the franchisee's default against the amount payable
11 to the franchisee for the temporary rental of the franchisee's ambulance vehicles and any necessary
12 equipment, facilities, or both;

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

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

22 SECTION 21: Title 6, Chapter 8, Section 490, of the Municipal Code of the City of Las
23 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

24 **6.08.490:** (A) As a condition of and prior to commencing business operations, any person required
25 to have a business license or franchise or both a business license and franchise under this Chapter and
26 intending to transport on the rights-of-ways or air space of the City as provided in this Chapter shall file with

1 the [Director] Franchise Officer and thereafter maintain liability insurance, as long as required to be licensed
2 or franchised or both licensed and franchised and intending to transport in the City, in such form as approved
3 by the City's risk manager, insuring the licensee or franchisee against all risk arising from the operations of
4 the licensee or franchisee for not less than two million dollars per occurrence for bodily injury or death, and
5 two million dollars per occurrence for loss or damage to property.

6 (B) All policies of insurance required under this Section shall be issued by insurance
7 companies licensed to do business in the State of Nevada in accordance with applicable sections of Nevada
8 Revised Statutes Title 57, from carriers having a rating from A.M. Best Company of no less than A-VIII.
9 Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the [Director,
10 which names] Franchise Officer. Each such certificate must name the City as an additional insured and
11 [indicates] indicate that the City will be notified no less than thirty days prior to alteration, cancellation,
12 termination or non-renewal of coverage.

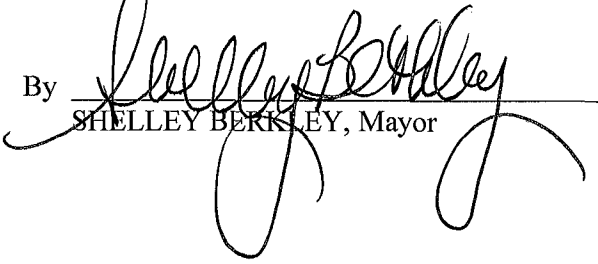
13 SECTION 22: If any section, subsection, subdivision, paragraph, sentence, clause or phrase
14 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by
15 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the
16 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby
17 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase
18 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,
19 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

20 SECTION 23: Whenever in this ordinance any act is prohibited or is made or declared to
21 be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required
22 or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of
23 such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon
24 conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of
25 not more than six months, or by any combination of such fine and imprisonment. Any day of any violation
26 of this ordinance shall constitute a separate offense.

1 SECTION 24: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983
3 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this 7th day of May, 2025.

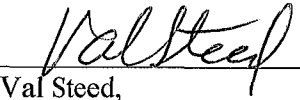
5 APPROVED:

6 By 
7 SHELLEY BERKLEY, Mayor

8 ATTEST:

9 
10 DR. LUANN D. HOLMES, MMC
City Clerk

11 APPROVED AS TO FORM:

12 
13 Val Steed,
Deputy City Attorney

3-31-25
Date

1 The above and foregoing ordinance was first proposed and read by title to the City
2 Council on the 16th day of April, 2025, and referred to a committee for recommendation;
3 hereafter the committee reported favorably on said ordinance on the 7th day of May, 2025,
4 which as a regular meeting of said Council; that at said regular meeting, the proposed
5 ordinance was read by title to the City Council and adopted by the following vote:

6 VOTING "AYE": Mayor Berkley and Councilmembers, Knudsen,
7 Diaz, Allen-Palenske, Brune and Summers-Armstrong

8 VOTING "NAY": None

9 THOSE NOT VOTING: Seaman

10 ABSTAINED: None

11
12
13 APPROVED:

14 
15 _____
16 SHELLEY BERKLEY, Mayor

17 ATTEST:

18 
19 _____
20 DR. LUANN D. HOLMES, MMC City Clerk
21
22
23
24
25
26