

BILL NO. 2020-40

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE VARIOUS PROVISIONS OF LVMC CHAPTER 6.08 REGARDING THE OPERATIONAL AND FRANCHISE REQUIREMENTS FOR AMBULANCE SERVICES, INCLUDING THE ADDITION OF PROVISIONS PERMITTING THE CITY COUNCIL TO SELECT ONE OR MORE CONTRACT AMBULANCE SERVICE PROVIDERS THROUGH A COMPETITIVE OR OTHER PROCESS, AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Jeff Buchanan, Acting Chief of Fire and Rescue

Summary: Updates various provisions of LVMC Chapter 6.08 regarding the operational and franchise requirements for ambulance services, including the addition of provisions to permit the City Council to select one or more contract ambulance service providers through a competitive or other process.

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.

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

- 3 (1) Sick or injured persons; or
4 (2) Persons whose medical condition may require special observation during
5 transportation.

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

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

13 “Applicant” means a person who submits a completed application for a franchise as set forth in this
14 Chapter.

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

18 “Automatic Vehicle Locator,” “AVL/GPS” or “AVL” means the automated system used to track or
19 determine the physical location of ambulance vehicles through a Global Positioning System (GPS), on a
20 computerized mapping system that is integrated with the Fire Alarm Office.

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

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

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

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

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

4 “Computer-aided dispatch” or “CAD” means dispatching of emergency and non-emergency
5 resources through the computer technology to calls for service.

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

9 “Critical care transport” (CCT) or “specialty care transport” (SCT) both have the same meaning as
10 the term “specialty care transport” as defined in the Code of Federal Regulations (42 CFR 414.605), as may
11 be amended.

12 “Department” means the Department of [Planning.] Finance or a designee.

13 “Director” means the Director of the Department of [Planning, or his or her] Finance or a designee.

14 “Dispatched [Ambulance Service”] ambulance service” means ambulance service that is dispatched
15 by or required to be electronically transferred for dispatch by the Fire Alarm Office to [Franchisee.] a
16 franchisee.

17 “Emergency” has the same meaning as that term is defined by the Health District, as may be
18 amended.

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

22 “Emergency medical service” or “EMS” means a system consisting of a chain of services linked
23 together to provide emergency medical care for the patient at the scene, during transport, and upon entry at a
24 hospital or other medical facility.

25 “Emergency [Medical Technician Basic”] medical technician basic” or “EMT [Basic”] basic” means
26 a person who is qualified, in accordance with the Health District regulations to provide basic emergency

1 medical care.

2 “EMS priority dispatch” means a dispatch system:

3 (1) Whereby [“Certified Emergency Medical Dispatchers”] “certified emergency
4 medical dispatchers” (EMD’s) give lifesaving pre-arrival instructions to person requesting the same; and

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

8 [(3) The different levels of dispatch priority levels are as defined as follows:

9 (a) Priority Level 1: B, C, D, and E for 911-dispatched ambulance service;

10 (b) Priority Level 2: A and O for 911-dispatched ambulance service;

11 (c) Priority Level 3 Urgent: Immediate transfer requests for critical patients
12 needing a higher level of care at another facility;

13 (d) Priority Level 3 Scheduled: Non-emergency pre-scheduled transfer request
14 with four hours prior notice from the facility requesting the transport; and

15 (e) Priority Level 3 Unscheduled: Non-emergency unscheduled transfer
16 request.]

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

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

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

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

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

26 (e) Priority Level 5: specified medical aid-level Alpha (A) and Omega (O) calls

1 for 911-dispatched ambulance service;

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

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

6 (h) Priority Level 11 Unscheduled: Non-emergency unscheduled transfer
7 request.

8 For purposes of this Paragraph (3), “specified,” with respect to a priority level, refers to call types that are
9 selected by the LVFR Medical Director and designated in a separate document as pertaining to that priority
10 level.

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

15 “Emergency response” has the same meaning as the definition of that term in the Code of Federal
16 Regulations (42 CFR 414.605), as may be amended.

17 “Emergency triage, treatment and transport” or “ET3” means the provision of services in accordance
18 with a model program designed by the Federal Government’s Centers for Medicare and Medicaid Innovation
19 (“CMMI”) wherein EMS and fire department crews identify patients best served by a healthcare facility other
20 than the emergency department. ET3 encourages appropriate utilization of emergency medical services,
21 increased efficiency in the EMS system, and provides person-centered care at the most appropriate care level.

22 Under ET3, EMS providers can treat the patient on scene or enable emergency physician triage via telehealth.
23 Under ET3, urgent care facilities serve as the main alternative destination for patients, but EMS crews could
24 also transport patients to any approved qualified healthcare provider destination covered under the
25 regulations, including primary care clinics or mental health facilities.

26 “Financial statements” means audited financial statements of the local operation of the franchised

1 business. Financial statements are to include: balance sheet, income statement, statements of cash flows, and
2 statement of retained earnings.

3 “Fire Alarm Office” or “FAO” means the office referred to as Firecom in the Health District
4 regulations which is administered by the City of Las Vegas through an interlocal agreement among the City
5 of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

6 “Fire Department” means the City’s Department of Fire and Rescue.

7 “Fire Chief” means the Director of the Fire Department or a designee.

8 “Franchise” means the authorization granted to a person by the City Council to provide ambulance
9 service within the City’s rights-of way, highways, streets, roads and alleys. The terms and conditions of such
10 authorization will be described in a franchise agreement specific to such purpose.

11 “Franchise agreement” means the written agreement entered into between the City and a franchisee
12 evidencing the City’s authorization for a franchisee to provide ambulance service requiring the franchisee to
13 comply with the terms of this Chapter and incorporating such other reasonable provisions as the City Council
14 deems appropriate.

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] “Mobile integrated healthcare” may also be referred to as
15 [“Community Paramedicine.”] “community paramedicine.”

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

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

26 “Nonmedically supervised patient transfer service” means the transportation of a person that does

1 not require any medical supervision, observation or care while en route, as permitted by the State of Nevada
2 Transportation Services Authority.

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

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

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

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

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

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

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

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

1 “Special event medical service provider” or “SEMS provider” means a person who has obtained a
2 special event medical service provider business license pursuant to Title 6 of this Code and special purpose
3 ambulance service permits required pursuant to Health District regulations.

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

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

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

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

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

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

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

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

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

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

1 “Transponder” means an electronic device affixed to an ambulance that activates the private access
2 gates located within the franchise service area.

3 “Unforeseen economic circumstance” means:

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

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

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

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

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

13 SECTION 2: Title 6, Chapter 8, Section 40, of the Municipal Code of the City of Las
14 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **6.08.040:** (A) Except as provided in Subsection (C) of this Section[,] and LVMC 6.08.330(A), it
16 is unlawful for any person to provide ambulance service in the City without first obtaining and thereafter
17 maintaining an ambulance service franchise and paying the franchise fee as required by this Chapter.

18 (B) Each franchise granted under this Chapter will be a nonexclusive franchise.

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

23 SECTION 3: Title 6, Chapter 8, Section 50, of the Municipal Code of the City of Las
24 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

25 **6.08.050:** The franchise fee shall be the amount set forth in a franchise agreement which has been
26 determined necessary to partially reimburse the City for costs incurred in dispatch processing, providing or

1 arranging for services, administering the franchise agreement, regulatory oversight, and such other service
2 as permitted by applicable law. Franchise fees shall be paid according to the provisions of the franchise
3 agreement, and shall be accompanied by such supporting documentation as the Director deems necessary. If
4 a franchise fee is received by the City after its due date, the City is authorized to charge the franchisee a late
5 fee of two percent per month (or fraction thereof) of the delinquent amount.

6 SECTION 4: Title 6, Chapter 8, Section 100, of the Municipal Code of the City of Las
7 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

8 **6.08.100:** A franchisee may request [renewal] extension of its franchise [within] at least twelve months
9 prior to the franchise expiration date. [The City Manager may waive or add any application requirements of
10 Section 6.08.070 for renewal of a franchise.] In connection with the request for extension, the City Manager
11 may require compliance with any or all of the requirements for an initial application under Section 6.08.070
12 and add such additional requirements as deemed appropriate. A franchisee shall cooperate with the City in
13 any [renewal] proceeding for extension and shall provide such information as the City shall reasonably
14 request in [such a renewal proceeding.] connection therewith.

15 SECTION 5: Title 6, Chapter 8, Section 125, of the Municipal Code of the City of Las
16 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

17 **6.08.125:** A franchisee may provide [mobile integrated healthcare] one or both of the following, but
18 only if [the franchisee's franchise agreement permits the franchisee to provide such care, and only upon the
19 terms and conditions as provided by the franchisee's franchise agreement.] permitted by and pursuant to the
20 terms of its franchise agreement:

21 (A) Mobile integrated healthcare.

22 (B) ET3 services in accordance with the ET3 model.

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

25 **6.08.130:** (A) No franchisee shall deviate from the color scheme, logo or design approved by the
26 Fire Chief without his or her prior consent.

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

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

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

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

16 (F) A franchisee shall not use any ambulance once the vehicle mileage on an ambulance
17 reaches three hundred thousand miles.

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

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

25 SECTION 7: Title 6, Chapter 8, Section 150, of the Municipal Code of the City of Las
26 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1 **6.08.150:** (A) Requests for ambulance service which are received through the FAO, including ten-
2 digit requests for emergency service, through a 911-emergency telephone system, or franchisee's dispatch
3 center, shall meet the following response time performance standards:

4 [(1) For all EMS Priority 1 dispatch level emergency calls, the response time
5 shall be not greater than eleven minutes and fifty-nine seconds (11:59).

6 (2) For all EMS Priority 2 dispatch level emergency calls, the response time
7 shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

8 (3) For all EMS Priority 3 Urgent level non-emergency calls, the response time
9 shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

10 (4) For all EMS Priority 3 Scheduled level non-emergency calls, the response
11 time shall be no greater than the scheduled time.

12 (5) For all EMS Priority 3 Unscheduled level non-emergency calls, the response
13 time shall be no greater than fifty-nine minutes and fifty-nine seconds (59:59).]

14 (1) For all dispatch level emergency calls of EMS Priority Levels 1, 2 and 3,
15 the response time shall be no greater than eleven minutes and fifty-nine seconds (11:59).

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

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

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

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

25 (B) [A franchisee must have ninety percent compliance with the response time standards
26 of Subsection (A) of this Section for the combined total of EMS Priority 1 and 2 dispatch level emergency

calls and/or Priority 3 non-emergency calls during each calendar month within a service area or each sub-zone of the service area as such service area or sub-zones thereof are established or amended in accordance with the terms of the franchise agreement.] During each calendar month, and within a franchisee's service area and within each sub-zone within that area, as established or amended in accordance with the terms of the franchise agreement, a franchisee must have a minimum ninety percent compliance rate with the response time standards set forth in Subsection (A) of this Section, as measured in each of the following categories:

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

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

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

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

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

(C) In addition to the provisions of Subsection (A) of this Section, a franchisee's failure to arrive on the scene [in response to EMS Priority 1 dispatch level emergency calls within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO and EMS Priority 3 Urgent level calls within ten minutes of response time or Priority 3 Scheduled and Unscheduled level calls thirty minutes of response time] within the times set forth in this Subsection (C) may be grounds for taking [further] disciplinary action against a franchisee, including assessment of liquidated damages, penalties or other actions as provided [herein,] in this Chapter or in the franchise agreement, to include possible termination of the franchise as provided by this Chapter or the franchise agreement. The arrival times beyond which disciplinary and related actions under this Subsection (C) may be taken are as follows:

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

1 fourteen minutes and fifty-nine seconds (14:59) after dispatch.

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

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

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

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

10 (D) Calls not canceled by the FAO before the response time requirement has expired but
11 for which the ambulance crew failed to substantiate the on-scene time through usage of AVL/GPS data
12 reports or, if the AVL/GPS was not functioning, failed to report through alternative methods established by
13 the Director and LVFR Medical Director, will be considered as failing to meet the [11:59, 14:59, 19:59, 59:59
14 or Scheduled response time requirements of this Section.] applicable response time standards set forth in
15 Subsection (A) of this Section.

16 (E) A call for which an ambulance did not respond within the applicable [11:59, 14:59,
17 19:59, 59:59 or Scheduled response time requirements] response time standards set forth in Subsection (A)
18 of this Section, either by the franchisee or by an authorized ambulance service provider through a mutual aid
19 agreement, will be considered as failing to meet the response time requirements of this Section if the call was
20 not canceled by the FAO before the expiration of the response time requirements.

21 (F) When the FAO closes a call, the call is terminated and the applicable response time
22 standard [specified in] set forth in Subsection (A) of this Section will apply. If the FAO reopens the call, the
23 franchisee shall consider it a new call and calculate the response time from the time the franchisee receives
24 information that the call has been reopened to the time when the ambulance dispatched to the incident arrives
25 and reports that it is on scene, or when the dispatched ambulance en route to an incident is canceled by the
26 FAO dispatch.

1 (G) When multiple ambulances are dispatched by FAO to a single incident, the
2 applicable [11:59 or 14:59 response time standard specified in] response time standards set forth in
3 Subsection (A) of this Section will apply only to the first ambulance dispatched by FAO, and additional
4 ambulances responding to the incident will not have a response time requirement nor be counted as a separate
5 call by a franchisee in calculating its monthly ninety percent response time compliance required by this
6 Section.

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

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

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

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

20 **6.08.190:** (A) A franchisee may charge no more than the maximum ambulance service rates plus
21 loaded mileage rates established in this Section for the following regulated levels of service:

22 (1) Emergency response ALS1, including medical supplies and services: [Nine
23 hundred sixty-one dollars and ninety-six] One thousand one hundred nine dollars and sixty-five cents or the
24 maximum allowed by applicable Federal law, whichever is higher;

25 (2) Emergency response ALS2, including medical supplies and services: One
26 thousand [fifty-three dollars and ten] two hundred fourteen dollars and seventy-eight cents or the maximum

1 allowed by applicable [federal] Federal law, whichever is higher.

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

5 (4) Nonemergency response ALS1, including medical supplies and services:
6 [Eight hundred fifty-seven dollars and seventy-nine] Nine hundred eighty-nine dollars and forty-eight cents
7 or the maximum allowed by applicable [federal] Federal law, whichever is higher;

8 (5) Nonemergency response BLS, including medical supplies and services:
9 [Eight hundred eighteen dollars and seventy-seven] Nine hundred forty-four dollars and forty-seven cents or
10 the maximum allowed by applicable Federal law, whichever is higher;

11 (6) Critical care transport, including medical supplies and services: One
12 thousand [one hundred forty-two dollars and seventy-eight] three hundred eighteen dollars and twenty-three
13 cents or the maximum allowed by applicable Federal law, whichever is higher; and

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

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

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

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

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

24 (a) No cost shifting shall occur, and

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

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

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

5 (C) Ambulance service rates of this Section shall be adjusted as follows:

6 (1) The rates shall be adjusted annually on February 1st, by the percentage,
7 rounded to the nearest hundredth of a percent, of change in the annual average of the CPI-MCS between the
8 most recent twelve-month period ending on the preceding December 31st as compared with the prior twelve-
9 month period ending on December 31st; provided, however, the adjustment in rates shall not be greater than
10 ten percent of the then current ambulance service rates unless the City Council, in its sole discretion, approves
11 an adjustment pursuant to Subsection (C)(2) of this Section; and

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

17 (D) Annually on the first City business day of February, the Director shall publish a
18 written record of the rates as adjusted pursuant to Subsection (C) of this Section and file such record with the
19 City Clerk for public inspection.

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

22 **6.08.280:** (A) A franchisee's obligations under its franchise involve personal services whose
23 performance involves personal credit, trust and confidence in the franchisee.

24 (B) No transfer of ownership or control shall occur unless prior application is made by
25 the franchisee to the City, and the City Council's prior written consent is obtained, pursuant to this Chapter
26 and the franchise agreement, and only then upon such terms and conditions as the City Council deems

1 necessary and proper. Any such transfer of ownership or control without the prior written consent of the City
2 Council shall be considered to impair the City's assurance of due performance. The granting of approval for
3 a transfer of ownership or control in one instance shall not be deemed as granting approval of any subsequent
4 transfer of ownership or control.

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

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

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

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

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

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

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

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

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

12 (J) No application for a transfer of ownership or control shall be approved unless the
13 transferee agrees in writing that it will abide by and accept all terms of the franchise agreement, any other
14 agreements between the City and franchisee, and this Chapter, and that it will assume the obligations,
15 liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee under
16 its franchise agreement, other agreements between the City and franchisee and this Chapter for all purposes,
17 including [renewal,] any extension of the franchise, unless the City Council, in its sole discretion, expressly
18 waives this requirement in whole or in part.

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

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

SECTION 10: Title 6, Chapter 8, Section 290, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

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

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

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

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

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

[(4)] (5) The franchisee otherwise has failed to meet any of the provisions of any state, local or federal law or regulation.

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

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

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

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

SECTION 11: Title 6, Chapter 8, Section 330, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.330: Nothing contained in this Chapter:

(A) Prevents the Fire Department from furnishing ambulance service with City Council approval[.], or the City Council from contracting with one or more service providers to provide that service, selected by such competitive or other selection process as the City determines appropriate.

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

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

SECTION 12: Title 6, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 335, reading as follows:

6.08.335: If the City Council selects one or more service providers to provide ambulance service pursuant to LVMC 6.08.330(A), the only provisions of this Chapter automatically applicable to any agreement for such services shall be LVMC 6.08.330(A) and any other provisions of this Chapter expressly delineated or incorporated in the agreement.

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

SECTION 14: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of

1 such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon
2 conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of
3 not more than six months, or by any combination of such fine and imprisonment. Any day of any violation
4 of this ordinance shall constitute a separate offense.

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

8 PASSED, ADOPTED and APPROVED this ____ day of _____, 2020.

9 APPROVED:

10 By _____
11 CAROLYN G. GOODMAN, Mayor

12 ATTEST:

13 _____
14 LUANN D. HOLMES, MMC
City Clerk

15 APPROVED AS TO FORM:

16 Val Steed
17 Val Steed,
Deputy City Attorney

11-19-20
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the ____ day
2 of _____, 2020, and referred to a committee for recommendation, the committee being
3 composed of the following members _____;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2020, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council as first
7 introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

12
13 By _____
CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15 _____
16 LUANN D. HOLMES, MMC
City Clerk