

BILL NO. 8-1-00-1

SUMMARY - An ordinance to amend Titles 5 and 6 of the Clark County Code, deleting Chapter 6.85 and adding a new Chapter 5.03 regarding ambulance service franchise application, issuance and regulation.

ORDINANCE NO. 2502

(of Clark County, Nevada)

AN ORDINANCE TO AMEND TITLES 5 AND 6 OF THE CLARK COUNTY CODE BY DELETING CHAPTER 6.85, AMBULANCE SERVICE, IN ITS ENTIRETY AND ADDING A NEW CHAPTER 5.03, AMBULANCE SERVICE; PROVIDING FOR THE APPLICATION, ISSUANCE, AND COMPLIANCE AND RATE REGULATION OF AMBULANCE SERVICE FRANCHISES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Titles 5 and 6 of the Clark County Code is amended by deleting the Ambulance Service Chapter 6.85 and creating a new Ambulance Service Chapter 5.03 as follows:

AMBULANCE SERVICE ORDINANCE

5.03.010 Definitions. For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words “shall” and “will” are mandatory; and the word “may” is permissive. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

(a) “Administrative Oversight Committee” or “AOC” means the committee established by interlocal agreement for ambulance service regulation as it was adopted by the County, the city of Las Vegas and the city of North Las Vegas on December 19, 1995, as it may be amended from time to time, and its successors; or the County if the AOC is terminated or if the County withdraws its participation in the interlocal agreement.

(b) “Advanced life support” or “ALS” means advanced emergency medical care which entails, in addition to basic life support, the use of adjunctive equipment and special techniques such

as endotracheal intubation, cardiac monitoring for dysrhythmic recognition and control, defibrillating, establishing and maintaining an intravenous infusion lifeline, employing definitive therapy to include drug administration and patient stabilization.

(c) “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, vehicles used for non-medically supervised patient transfer service and special event medical service are specifically excluded from the definition of an ambulance.

(d) “Ambulance service” means the emergency medical care and transport and/or the non-emergency medical care and transport service, including inter-facility ambulance transport service, provided to patients utilizing an ambulance and appropriately licensed personnel. This definition excludes vehicles used for non-medically supervised patient transfer service, air ambulance service or special event medical service.

(e) “Applicant” means a person who submits a completed application for a franchise as set forth in this chapter.

(f) “Application” means all written documentation, statements, representations and warranties provided to the county by an applicant, in accordance with this chapter, to be relied upon by the county commission in making its determination of whether to grant or withhold a franchise.

(g) “Automatic Vehicle Locator” or “AVL” means the automated system used to track or determine the physical location of vehicles, on a computerized mapping system that is integrated with the FAO.

(h) “Basic life support” or “BLS” means the level of patient care permitted to be provided by persons licensed by the health district pursuant to NRS 450B, provided such services are performed in accordance with applicable health district regulations and protocols.

(i) “CAD” or “Computer Aided Dispatch” means the system utilizing computer technology which dispatches emergency vehicles to both emergency and non-emergency calls.

(j) “County” means the county of Clark, a political subdivision of the state of Nevada, or any duly authorized officer or employee thereof, or any successor thereto.

(k) “County commission” means the board of county commissioners of the County.

(l) “County manager” means the county manager appointed by the county commission to perform such administrative functions of the county government as may be required of him by the county commission, or his designee.

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

(n) “Critical care transport” or “CCT” means transport of a patient in an ambulance, staffed with at least one critical care EMS RN and one EMT, from one previously designated medical facility to another previously designated medical facility.

(o) “Director of administrative services,” “director of business license,” and “fire chief” mean those county departmental directors and chief or their designees.

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

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

(r) “EMS priority dispatch” means the system of protocols used by emergency medical dispatchers (EMDs) to give lifesaving instructions regarding a patient, using a priority card or computer software program, to a caller who has requested EMS, which categorizes the patient into one of four level of care categories using the alphabetical letters A, B, C and D.

(s) “Fire alarm office” or “FAO” means the office referred to as Firecom in the health district regulations which is administered by the city of Las Vegas through an interlocal agreement among the city of Las Vegas, the city of North Las Vegas, and Clark County, or the successor to that office.

(t) “Fire department” means the Clark County fire department.

(u) “Franchise” means the authorization granted to a person by the county commission to provide ambulance service within the rights-of-way, highways, streets, roads and alleys in specified unincorporated areas of the county. The terms and conditions of such authorization will be described in a franchise agreement specific to such purpose.

(v) “Franchise agreement” means the written agreement entered into between the county and a franchisee evidencing the county’s authorization for a franchisee to provide ambulance service and describing the terms and conditions of the franchise.

(w) “Franchise service area” or “service area” means the geographic area of the county, including any sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized and required to provide ambulance service.

(x) “Franchisee” means the person to whom an ambulance service franchise is granted by the county commission pursuant to this chapter.

(y) “Health district” means the Clark County health district, its officers and authorized agents.

(z) “Health district regulations” means the applicable EMS regulations adopted by the Clark county district board of health as they may be amended from time to time.

(aa) “Health officer” means the health officer of the health district.

(bb) “Inter-facility ambulance transport service” means an emergency or a non-emergency transport of a patient by ambulance that originates and terminates at previously designated medical facilities or locations.

(cc) “Maximum ambulance service rate” means the maximum amount that a franchisee may bill a patient or other payer for the level of ambulance service actually required by the patient’s condition, as established in this chapter, including all ancillary services and supplies used in providing ambulance service.

(dd) “Mutual Aid” means ambulance service provided within the franchise service area by neighboring providers other than the service area franchisee at the request of the FAO, pursuant to an agreement approved by the AOC governing the exchange of service assistance when requested.

(ee) “Non-emergency ambulance service” means prearranged ambulance service provided to patients with non-life-threatening conditions, or ambulance service which is determined to be non-life-threatening when processed through the EMS priority dispatch protocol, and which does not require the use of lights and sirens.

(ff) “Non-medically supervised patient transfer service” means the transportation of a person that does not require any medical supervision, observation or care while en route, as permitted by the state of Nevada transportation services authority.

(gg) “Person” means a natural person, any form of business or social organization and any other non-governmental legal entity, including but not limited to the estate of a natural person, a corporation, partnership, association, joint venture, unincorporated organization or other type of business entity. The term does not include a government, governmental agency, or political subdivision of a government.

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

(ii) “Rights-of-way” means property dedicated to, granted to, or held or prescriptively used by the county for public street purposes.

(jj) “Rural ambulance service areas” means all unincorporated areas of the county not included in a franchise service area.

(kk) “Service category” means the type or level of ambulance service that is specified in a franchise granted pursuant to this chapter.

(ll) “Seven-digit request for emergency service” means any telephone request for emergency ambulance service that is received directly by a franchisee and required to be electronically transferred immediately to the FAO system.

(mm) “Special event” means activities such as, but not limited to, sporting events, off-road vehicle races, speedway races, concerts, fairs, or rodeos, occurring on a specific date and time, at a specific location and attended by a large number of persons.

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

(oo) “Special event medical service provider” or “SEMS provider” means a person who has obtained a special event medical service provider business license pursuant to title 7 of this code and special purpose ambulance service permits required pursuant to health district regulations.

(pp) “Special event vehicle” means a special purpose ambulance as defined by §900.300.1.B of the health district regulations used only to provide standby medical coverage at a predesignated special event, and excludes a special purpose ambulance as defined in §900.300.1.A of the health district regulations. Except as otherwise provided in this chapter, a special event vehicle shall not be used to provide ambulance service over county rights-of-way.

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

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

(ss) “Transfer of ownership or control” means

(1) any transaction in which: (i) any ownership or other right, title, or interest of more than five percent (5%) in a franchisee or its ambulance service is transferred, sold, assigned,

leased, sublet, or mortgaged, directly or indirectly, voluntarily or involuntarily, in whole or in part; or (ii) there is any change or transfer of control of a franchise or ambulance service; or (iii) the rights and/or obligations held by a franchisee under its ambulance franchise are transferred, directly or indirectly, to another party; or (iv) any change or substitution occurs in the managing general partners of a franchisee, where applicable; or (v) a franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the franchisee, directly or indirectly, in a manner that will adversely affect users of the ambulance service.

(2) A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation of five percent (5%) or more of the ownership of an entity by any person or group of persons acting in concert, none of whom already own or control fifty percent (50%) or more of such right or control, singularly or collectively.

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

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

(uu) "Unforeseen economic circumstance" means (1) that within a given 12-month period the percentage change in the CPI-U was greater than ten percent (10%) or less than zero (decrease); or (2) other circumstances which the county commission determines to have had a significant effect on the cost of providing ambulance service.

(vv) "Volunteer ambulance service" means volunteer ambulance service which is authorized and operated under the direct supervision of the fire department.

5.03.020 Purpose. The purpose of this chapter is to govern the franchising and/or regulation of ambulance service and special event medical service in the unincorporated areas of the county.

5.03.030 Business license required. Each ambulance service franchisee and special event medical service provider must hold a valid business license specific to that purpose issued by the director of business license, after application and compliance with all applicable requirements of titles 6 and 7 of this code. Business license fees shall be paid pursuant to titles 6 and 7 of this code.

5.03.040 Franchise required. Except as provided herein, (a) it is unlawful for any person to provide ambulance service in the county without first obtaining and thereafter maintaining a franchise and paying the franchise fee as required by this chapter.

(b) Each franchise granted under this chapter will be a non-exclusive franchise.

(c) A franchise shall not be required for any out-of-jurisdiction ambulance service provider who is licensed, franchised and properly permitted by the jurisdiction in which the service originated, providing emergency cross-jurisdictional ambulance service which originated outside the unincorporated county.

5.03.050 Special event medical service (SEMS). (a) An ambulance service franchise shall not be required in order to provide special event medical service as defined by this chapter.

(b) An ambulance service franchisee may provide special event medical service and may use its ambulances to transport patients from the location of a special event in accordance with the service category authorized in its franchise agreement.

(c) Within the county's unincorporated towns and citizen advisory council areas, created by ordinance, of Enterprise, Laughlin, Lone Mountain, Paradise, Spring Valley, Summerlin South, Sunrise Manor, Whitney and Winchester, an SEMS provider whose special event vehicle is staffed and equipped pursuant to health district regulations may transport a patient from a special event it has been contracted to serve only if the condition of a patient is so severe that the patient requires immediate ambulance service (e.g., penetrating trauma, acute myocardial infarction, evolving cerebral vascular accident, difficult airway management, etc.) provided that such transport is approved by the health district and the AOC as described in §5.03.050(c)(3)(A) of this section, and the SEMS provider complies with the following requirements:

(1) the SEMS provider shall keep current and on file with the director of business license proof of insurance pursuant to section 5.03.210 of this chapter;

(2) prior to transport or en route, the SEMS provider shall contact the medical facility to which the transport is being made, if known, and the FAO to alert that office of the SEMS provider's intent to transport and to obtain the name of the medical facility to which the patient should be transported;

(3) within five (5) working days of the transport, the SEMS provider shall submit a written report of the patient transport to the director of business license, in a form approved by the director of business license pursuant to titles 6 and 7 of this code, and to the health district, pursuant to health district reporting regulations.

(A) Upon receipt of a report of transport, the director of business license shall transmit a copy to the director of administrative services, who shall cause the report to be placed on the agenda of an AOC meeting for its verification that the SEMS provider is in compliance with this chapter and is not in the business of providing ambulance service.

(B) The results of the AOC review shall be reported back to the director of business license with a determination of whether the SEMS provider has been providing ambulance service during the reporting period.

(d) An SEMS provider who is providing special event medical service outside the county's unincorporated towns as identified in §5.03.050(c) and whose special event vehicle is staffed and equipped pursuant to health district regulations may transport a patient from such a special event, provided that such transport is approved by the health district and the AOC as described in §5.03.050(c)(3)(A) of this section, and the SEMS provider complies with the following requirements:

(1) if the SEMS provider is transporting the patient to a location suitable for transferring the patient to an ambulance or air ambulance, prior to transport the SEMS provider shall contact the FAO or PSAP, as that term is defined in health district regulations, to request that an ambulance or air ambulance be dispatched to the transfer location;

(2) if the SEMS provider is near a medical facility and it is a medical benefit to the patient to transport to that facility, prior to transport the SEMS provider shall contact PSAP, as that term is defined in health district regulations, to ensure that the medical facility to which the transport is being made is available and appropriate; if the facility is not available or is determined

to be inappropriate after contacting PSAP, the SEMS provider shall arrange for transport pursuant to §5.03.050(d)(1) of this section;

(3) the SEMS provider shall keep current and on file with the director of business license proof of insurance pursuant to section 5.03.210 of this chapter;

(4) the SEMS provider shall file an annual written report, in conjunction with its business license renewal application pursuant to title 7 of this code, with the director of business license, in a form approved by the director, and to the health district pursuant to health district reporting regulations, describing its patient transports during the past business license period.

(A) Upon receipt of the report of transport, the director of business license, in consultation with the fire chief, shall make a determination of whether the SEMS provider is in the business of providing ambulance service.

(e) If requested to do so by the county and subject to availability of staff and equipment, an SEMS provider shall make its staff and equipment available to aid and assist the county in the event of wide-scale emergency or disaster and, if requested, shall cooperate with and participate in an emergency planning program conducted or sponsored by the county's office of emergency management.

(f) Failure of an SEMS provider to comply with the provisions of this chapter and applicable sections of titles 6 and 7 of this code may result in business license penalties to the provider pursuant to titles 6 and 7 of this code, including revocation of the SEMS provider's business license.

5.03.060 Fire department exemption. Nothing contained in this chapter shall apply to or prevent the fire department from providing or recovering costs for ambulance service with county commission approval. Nor shall anything contained in this chapter apply to volunteer ambulance service.

5.03.070 Number and service category of franchises may be restricted. After having conducted a public hearing specific to such purpose, the county commission may, in its sole discretion, specify by resolution a fixed number of ambulance service franchises, including their service categories, to be granted within the areas of the unincorporated county. If the county commission has not specified by resolution a fixed number of ambulance service franchises to be granted within the unincorporated county, then prior to accepting a new application for an ambulance service franchise the county commission shall first conduct a public hearing and, in its sole discretion, make a determination on whether a new ambulance service franchise will serve the public convenience and necessity.

5.03.080 Franchise fees. The franchise fee shall be the amount set forth in a franchise agreement which has been determined necessary to reimburse the county for costs incurred in dispatch processing, providing and/or arranging for services, administering the franchise agreement, 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 of administrative services deems necessary.

5.03.090 Application for franchise. (a) Whenever the number of ambulance service franchisees within the unincorporated areas of the county is less than the maximum number established by the county commission pursuant to this chapter, or if the county commission 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 application to the director of administrative services on such form or in such format as the director of administrative services shall require.

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

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

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

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

(4) A letter of commitment from a qualified institution acceptable to the director of administrative services stating that, if a franchise is granted, performance security in the kind and amount stated in this chapter will be issued securing the applicant's performance under the franchise agreement.

(5) A written description of the AVL system and the computer-aided dispatch system or other system the applicant intends to utilize, which must be based within the county and be compatible with the FAO CAD.

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

(7) The color scheme, logo and uniform design proposed to be used to designate the ambulance(s) and personnel of the applicant, which shall not be the same as or confusingly similar to the color schemes or designs of the fire department or other ambulance service providers operating in the county as determined by the fire chief in his sole discretion.

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

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

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

(B) Documented financial and other information as the director of administrative services may require for a full understanding of the application.

(c) A franchisee may request renewal of its franchise within 12 months prior to the franchise expiration date. The county manager may waive or add any application requirements for renewal of a franchise. A franchisee shall cooperate with the county in any renewal proceeding and shall provide such information as the county shall reasonably request in such a renewal proceeding.

(d) The county commission, in its sole discretion, may waive any requirement of this chapter in granting a franchise in a rural ambulance service area which has fewer than 1,000 county residents within its franchise service area and which does not dispatch its ambulances through the FAO; provided, however, that any such franchisee shall comply with all applicable local, state and federal laws and regulations.

(e) The county commission, in its sole discretion, may solicit bids for ambulance service franchises and, the requirements for application stated herein notwithstanding, establish such requirements for bids as it deems appropriate. Bids received shall be reviewed and investigated by the director of administrative services, who shall report his findings to the county commission. After receiving the director's report, the county commission may grant a franchise, not grant a franchise or take any other action it may deem appropriate.

(f) The county may require that all or any portion of the costs incurred by the county in processing an application for an ambulance service franchise be borne by the applicant.

5.03.100 Franchise approval. (a) When the director of administrative services determines that an application for a franchise is complete, and upon payment by the applicant of a non-refundable one thousand dollar (\$1,000) application fee, he shall review the application and report his findings to the county commission. The applicant shall reimburse the county for any or all actual costs of such review in excess of the application fee, as may be required by the county.

(b) The county commission, in its sole discretion, may approve or reject any application, grant or deny any franchise, or request further investigation or review or direct other actions.

5.03.110 Franchise agreement. (a) As a condition of the issuance of a franchise, each applicant shall execute a franchise agreement in such form as may be approved by the county commission. The franchisee shall be subject to all requirements of the county ordinances, rules, regulations and specifications, as they may be amended from time to time, insofar as the regulations and specifications are not in violation of any state or federal laws or regulations. The county reserves every right and power to exercise any requirements included in any chapter of the county code, and the franchisee, by its acceptance of the franchise, agrees to be bound thereby and comply with any action or requirements of the county code, present and future.

(b) An ambulance service franchise shall grant non-exclusive permission to the franchisee to provide ambulance services for the service category so authorized in the service areas specifically described in the franchise agreement, according to the terms and conditions contained in the franchise agreement. No provision, term of art, map or illustration, nor section title of this

chapter, nor of any franchise agreement granted under this chapter, shall imply, suggest, connote or in any way infer that any franchisee holds any degree of exclusivity to solely provide ambulance service within the county, nor within any franchise service area within the county, nor any sub-zone thereof.

(c) In addition, the following provisions shall apply:

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

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

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

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

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

(6) The granting of a franchise pursuant to this chapter shall not impart to the franchisee any vested ownership right or ownership interest in any right-of-way or county property, notwithstanding the right to use county rights-of-way or county property to provide its ambulance service.

(7) The franchisee shall at all times during the term of the franchise agreement be subject to all lawful exercise of the police power by the county, including any and all ordinances, rules or regulations which the county has adopted or may adopt, which apply to the public generally. Any conflict between the provisions of this chapter and any other present or future lawful exercise of county police powers shall be resolved in favor of said county police powers.

(8) The franchise shall be conditional to the franchisee's compliance with all applicable local, state, and federal law and regulations.

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

(A) A copy of its health district ambulance service permit;

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

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

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

(E) A copy of the franchisee's Federal Communications Commission License.

(F) Proof that the franchisee's AVL and CAD have been tested for compatibility with the FAO and have performed in a manner acceptable to the fire chief in his sole discretion.

5.03.115 Operating requirements of a franchisee. (a) No franchisee shall deviate from the color scheme, logo or design approved by the fire chief without his prior consent .

(b) The franchisee shall maintain records within the county and allow for audits as provided in applicable sections of this chapter and titles 6 and 7 of this code. The director of business license may with twenty-four hours' written notice inspect the financial records of a franchisee.

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

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

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

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

(g) A franchisee shall replace at an incident site to which it has been dispatched all disposable items used by the fire department in providing care and treatment. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident site, the fire department will furnish the franchisee with a list of items to be replaced accompanied by the name(s), if known, and incident number(s) of the patient(s) for which the items were used. A franchisee shall, within twenty-four (24) hours of receipt of the list of items, resupply to the fire department all items on such list by delivering them to one central delivery point or by other arrangement agreed upon by the franchisee and the fire department. Within twenty-four (24) hours and/or in accordance with the policy determined by the AOC, a franchisee will retrieve and return to the fire department all durable equipment supplied by the fire department in providing EMS and any other fire department equipment which has come into the franchisee's possession.

5.03.120 Ambulance service rates. (a) A franchisee may charge no more than the maximum ambulance service rates plus loaded mileage established in this section for year 2000, and adjusted annually thereafter by the consumer price index formula defined in this section, for the following regulated levels of service:

(1) Emergency ALS, including medical supplies and services: \$505 or maximum allowed by applicable federal law, whichever is higher;

- (2) Emergency BLS, including medical supplies and services: \$480 or maximum allowed by applicable federal law, whichever is higher;
 - (3) Non-emergency ALS, including medical supplies and services: \$450 or maximum allowed by applicable federal law, whichever is higher;
 - (4) Non-emergency BLS, including medical supplies and services: \$430 or maximum allowed by applicable federal law, whichever is higher;
 - (5) Critical care transport, including medical supplies and services: \$600 or maximum allowed by applicable federal law, whichever is higher;
 - (6) Loaded mileage: \$10;
- (b) In addition, the following provisions apply:
- (1) When there are transports involving two patients 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 any 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 of persons to whom it provides service.
- (c) Ambulance service rates shall be adjusted as follows:
- (1) The rates shall be adjusted annually on April 1 by 80% of the percentage, rounded to the nearest hundredth of a percent, of change in the annual average of the CPI-U between the most recent 12-month period ending on the preceding December 31 as compared with the prior 12-month period ending on December 31, with no rate adjustment when there has been no change in the CPI-U during that 12-month period when compared with the prior 12-month period; in no case, however, shall the adjustment in rates be greater than four percent of the then current ambulance service rates unless the county commission, in its sole discretion, approves an adjustment pursuant to §(c)(2) of this section.
 - (2) When an unforeseen economic circumstance has occurred during a 12-month period for which the CPI-U is being calculated pursuant to §(c)(1) of this section, the county commission may approve a method for adjusting rates which is not based on changes in the CPI-U. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes in the CPI-U.

5.03.130 Protocol. To facilitate the most efficient ongoing and continuous care of patients, the following procedures shall apply.

- (a) Upon arrival at the scene of an incident where patient care is being provided by fire department personnel, the ambulance franchisee's personnel shall:
 - (1) Seek out the officer or paramedic in charge for an information report on patient care already provided (at no time shall patient care be interrupted);
 - (2) Request possible assignments to assist in any additional care;
 - (3) Avoid duplicating any patient assessment or treatment already completed;
 - (4) Work under the direction of the officer or paramedic in command of the scene.

(b) Upon arrival at the scene of an incident where patient care is being provided by ambulance franchisee's personnel, the fire department may assume command of the scene. In the event that the fire department does assume command of the scene it shall:

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

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

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

(c) Upon the fire department's assumption of command of an incident scene, care of a patient or patients shall be the responsibility of fire department personnel until such personnel have ceased to provide patient care and responsibility has been transferred to franchisee personnel. Provided, however, that at no time shall personnel delay initiation of appropriate treatment or transportation of a patient in anticipation of fire department response. It is the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.

5.03.140 Response time standards. (a) Unless otherwise provided in a franchise agreement, requests for ambulance service which are received through the FAO, including seven-digit requests for emergency service, or through a 911 emergency telephone system shall meet the following response time performance standards:

(1) For all EMS priority dispatch C and D level emergency calls, the response time shall be no greater than eight minutes and fifty-nine seconds (8:59) for at least ninety percent (90%) of the calls in any calendar month within each sub-zone of the service area as defined in the franchise agreement.

(2) For all EMS priority dispatch B level emergency calls, the response time shall be no greater than twelve minutes and fifty-nine seconds (12:59) for at least ninety percent (90%) of the calls in any calendar month within each sub-zone of the service area as defined in the franchise agreement. Calls for which the ambulance crew fails to activate the on-scene button which is installed in the ambulance shall be considered failures to meet the 8:59 or 12:59 response time requirement.

(3) For all non-emergency calls dispatched through the FAO, response time requirements shall be determined by the AOC.

(b) A franchise agreement may specify an area of the unincorporated county wherein the response time requirement of this section shall not apply.

(c) Response time exemptions. An exemption to response time requirements may be granted by the director of administrative services, provided that the explanation of exemption shall appear in the dispatch notes transferred from the franchisee to the FAO, in a case where:

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

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

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

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

(d) Any other exemptions to response time requirements may be granted by the director of administrative services only after the AOC has reviewed a written request for exemption and has made a recommendation on the request to the director pursuant to the policies and procedures required by the AOC.

5.03.150 Penalty assessment and appeal process. An ambulance service franchise may provide for response time, personnel and equipment and reporting penalties as follows:

(a) Response time penalties.

(1) A penalty for failure to meet the 8:59 response time requirement for each C or D level call and the 12:59 response time requirement for each B level call, as set forth in this chapter, and for calls canceled after the 8:59 or 12:59 response time requirement has expired shall be assessed to the franchisee in the amount of \$11 per minute, or any portion thereof, to a maximum of \$165 per call.

(2) A penalty per call in the amount of \$165 shall be assessed when a franchisee fails to report that it is on the scene of an incident to which it was dispatched and as a result no official response time can be established.

(3) Notwithstanding the provisions of section 5.03.190 of this chapter, failure of a franchisee to meet the monthly response time requirements set forth in this chapter within the franchise service area or any sub-zone thereof, as defined in the franchise agreement, for three (3) months during any twelve-month period shall be grounds for revocation of the franchise or for readjustment of franchise service area defined in the franchise agreement, or any other appropriate action as may be determined by the county commission, in its sole discretion.

(b) Ambulance personnel and equipment penalties.

(1) Whenever a franchisee's ambulance arrives on scene and is not properly staffed or equipped pursuant to health district regulations and its franchise agreement, the franchisee shall be assessed a penalty for each violation in the amount of \$250.

(2) Whenever a franchisee fails to operate according to the protocol standards of this chapter or its franchise agreement, the franchisee shall be assessed a penalty for each violation in the amount of \$250.

(c) Whenever a franchisee fails to provide any report required by this chapter or its franchise agreement within five (5) days of the due date for that report, the franchisee shall be assessed a penalty for each violation in the amount of \$100 per day thereafter until that report is received by the county.

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

(e) Penalty assessment process. A franchisee shall, within fourteen (14) days of receipt of penalty assessments, make payment of the total amount of penalties assessed or provide a written appeal of the penalties assessed, or any portion thereof, to the county manager. Within thirty (30) days of receipt of a written appeal, the county manager will provide the franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the county manager's determination, the franchisee shall make payment of the total amount of the county manager's penalty assessments. The county manager's decision shall be final for the purposes of administrative review.

(f) The penalties paid to the county shall be used to pay for public education programs and administrative oversight of ambulance franchises.

5.03.160 Reporting requirements of a franchisee. (a) In addition to the reporting requirements of titles 6 and 7 of this code, a franchisee shall submit to the director of administrative services a report for each calendar month indicating all requests for services it received and rendered during that month. The report shall be submitted in a format approved by the AOC on or before the tenth calendar day following the month in which service was performed and shall include information specific to the franchise service area and each individual sub-zone within the franchise service area, or any other portion of the service area requested by the county. The report shall include at a minimum the following information:

- (1) Emergency transport/exception report.
 - (A) Franchisee's run number;
 - (B) FAO's incident number;
 - (C) Date of transport;
 - (D) FAO map coordinates (district and phantom);
 - (E) Location of incident;
 - (F) Jurisdiction;
 - (G) Level of call;
 - (H) Time when dispatch received by franchisee;
 - (I) On scene time;
 - (J) Total response time;
 - (K) Sub-zone;
 - (L) Identification of calls exceeding response time requirement;
 - (M) Identification of calls requesting exception;
 - (N) Explanation of exception request;
 - (O) Penalty amount, if any.
- (2) Emergency summary transport and exception report.
 - (A) Total number of transports in service area;
 - (i) Total by type of call (ALS/BLS) within each sub-zone;
 - (ii) Total of all transports within each sub-zone;
 - (B) Total number of response time exception requests in service area;
 - (i) Total by type of call (ALS/BLS) within each sub-zone;
 - (ii) Total of all requests within each sub-zone;
 - (C) Total number of valid requests in service area;
 - (i) Total by type of call (ALS/BLS) within each sub-zone;
 - (ii) Total of all requests within each sub-zone.
 - (D) Percentage of calls meeting response time performance requirement for both emergency ALS and BLS transports in service area and in each sub-zone thereof;
 - (E) Percentage of all calls meeting response time performance requirement in service area and each sub-zone thereof.
- (3) Transport billing report for emergency transports.
 - (A) Franchisee's run number;
 - (B) Franchisee's incident number;
 - (C) Jurisdiction;
 - (D) Sub-zone;

- (E) Type of call (ALS or BLS);
 - (F) Name of each person transported;
 - (G) Date of service;
 - (H) Time of transport;
 - (I) Location of call;
 - (J) Destination of transport;
 - (K) Base rate;
 - (L) Miles to destination;
 - (M) Charge per mile;
 - (N) Total amount of mileage charged;
 - (O) Invoice total.
- (4) Billing summary report for emergency transports.
- (A) Type of call (ALS/BLS);
 - (B) Total number of transports;
 - (C) Total billing less mileage
 - (D) Total mileage;
 - (E) Total billing including mileage.
- (5) Non-emergency ALS/BLS transport reports.
- (A) Franchisee's run number;
 - (B) FAO's incident number, if applicable;
 - (C) Jurisdiction;
 - (D) Sub-zone;
 - (E) FAO map coordinates (district and phantom);
 - (F) Level of call;
 - (G) Date of transport;
 - (H) Time of transport;
 - (I) Location of incident;
 - (J) On scene time;
 - (K) Total response time;
 - (L) Destination of transport;
 - (M) Base rate;
 - (N) Miles to destination;
 - (O) Charge per mile;
 - (P) Total amount of mileage charged;
 - (Q) Invoice total.
- (6) Billing summary report for non-emergency ALS/BLS transports.
- (A) Type of call;
 - (B) Number of total transports;
 - (C) Total billing less mileage;
 - (D) Total mileage;
 - (E) Total invoice including mileage.
- (7) Critical care, interfacility and/or special events transport reports.
- (A) Franchisee's run number;
 - (B) Jurisdiction;
 - (C) Sub-zone;
 - (D) Date of service;

- (E) Time of transport;
 - (F) Location of call;
 - (G) Destination of transport;
 - (H) Base rate;
 - (I) Miles to destination;
 - (J) Charge per mile;
 - (K) Total amount of mileage charged;
 - (L) Invoice total.
- (8) Billing summary for critical care, interfacility and/or special events transports.
- (M) Type of call;
 - (N) Number of total transports;
 - (O) Total billing less mileage;
 - (P) Total mileage;
 - (Q) Total invoice including mileage.

(b) Upon receipt of a written release of information from any patient who has been transported by a franchisee, that franchisee shall provide to the patient, and county at its request if so authorized by the written release, all information related to the transport in question, including but not limited to all of its billing records relating to that patient, supported by the account number or patient number of that patient.

(c) At the county's or the AOC's request, a franchisee shall furnish to the county or the AOC any records or any additional information regarding emergency and non-emergency transports that are necessary to verify compliance with this code or the franchise agreement.

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

(e) The franchisee shall provide a monthly report to the director of administrative services listing any litigation filed against the franchisee of which it is aware arising from or in any way related to its operations in the county.

5.03.170 Public information. (a) Except as provided below, information provided by a franchisee to the county for purposes of determining compliance with the requirements of this chapter and the franchise agreement shall be considered public records.

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

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

5.03.180 Transfers of ownership or control. (a) County approval required.

(1) An ambulance service franchise shall be a privilege that is in the public trust and personal to the franchisee. A franchisee's obligations under its franchise involve personal services whose performance involves personal credit, trust, and confidence in the franchisee.

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

(b) Approval does not constitute waiver. Approval by the county commission of a transfer of ownership or control does not constitute a waiver or release of any of the rights of the county under this chapter or a franchise agreement, whether arising before or after the date of the transfer of ownership or control.

(c) Request for transfer.

(1) A franchisee shall promptly notify the director of administrative services of any proposed transfer of ownership or control.

(2) Prior to any transfer of ownership or control, the franchisee shall submit to the director of administrative services 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 of administrative services.

(3) For the purposes of determining whether it shall consent to a transfer of ownership or control, the county or its agents may inquire into all qualifications of the prospective transferee and such other matters as the county 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 county in any such inquiry, and if they fail to do so, the request for transfer of ownership or control may be denied.

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

(5) 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 and/or this chapter and caused in whole or in part by any other entity or entities, including but not limited to any parents or affiliated entities, as if such transfer of ownership or control had been caused by the franchisee itself.

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

(1) The county reserves the right to review, *inter alia*, 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 county deems unreasonable will not adversely affect rates charged by the ambulance service franchisee.

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

(e) Transferee's agreement. No application for a transfer of ownership or control shall be approved unless the transferee agrees in writing that it will abide by and accept all terms of the franchise agreement, any other agreements between the county and franchisee, and this chapter, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee under its franchise agreement, other agreements between the county and franchisee and this chapter for all purposes, including renewal, unless the county commission, in its sole discretion, expressly waives this requirement in whole or in part.

5.03.190 Revocation of franchise. (a) The county commission 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 otherwise failed to meet any of the provisions of any state, local or federal law or regulation.

(b) The county commission may revoke a franchise upon twelve (12) 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 county commission within such time.

(c) Except as provided in subsection (b) of this section, prior to revoking a franchise the county commission 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 (20) days from receipt of notice to cure such deficiency to the satisfaction of the county commission. If such deficiency is not so cured, the county commission may issue a notice of revocation stating any deficiencies and the effective date of the revocation.

(d) The county shall provide the franchisee written notice, at the time the public receives written notice pursuant to NRS 241, of any county commission meeting at which a franchise is being considered for revocation.

(e) In an emergency, as defined in NRS 241.020, the county commission may revoke a franchise without prior notification.

5.03.200 Security for performance. (a) To ensure that ambulance service remains uninterrupted in the event of premature termination of a franchise for any reason, and to ensure that all fees, fines, penalties or other amounts owed to the county are paid, a franchisee shall provide and maintain, as a condition of the franchise, and prior to providing any ambulance services in the county, security in the form of cash, an irrevocable pledge of certificate of deposit, or an irrevocable letter of credit. In the event that more than one ambulance service holds a franchise in the county such security shall be in the amount of five hundred thousand dollars (\$500,000), made payable to the county's treasurer and delivered to the director of administrative

services. In the event that only one ambulance service holds a franchise in good standing in the county such security shall be in the amount of one million dollars (\$1,000,000), made payable to the county's treasurer and delivered to the director of administrative services. Further, as a condition of the issuance of a franchise, the county commission shall require an executed agreement for the lease of a franchisee's ambulances as described in this chapter which allows the county or its designee to continue providing ambulance service.

(b) In the event a franchisee is found in default under the provisions in this chapter, the franchisee will make available to the county or its designee the use of all ambulance vehicles and medical equipment, and any other equipment necessary to support continuation of ambulance services, in service at the time of the breach in order to maintain the public health and safety in the county's jurisdiction, under the following provisions:

(1) As a condition of its franchise and prior to providing any ambulance services with the county, a franchisee will enter into an agreement with the county to provide for the interim rental of the ambulance vehicles and any necessary equipment and/or facilities in a manner to ensure uninterrupted service.

(2) The compensation to a franchisee for rental of the ambulance vehicles and any necessary equipment and/or facilities shall not exceed the franchisee's actual cost to provide the equipment.

(3) The rental of ambulance vehicles and any necessary equipment and/or facilities shall not exceed the time necessary for the county to provide for alternative ambulance service and that service to begin.

(4) The county shall deduct any damages incurred as a result of a franchisee's non-compliance with the terms of this code that result in the franchisee's default against the amount payable to the franchisee for the temporary rental of the franchisee's ambulance vehicles and any necessary equipment and/or facilities.

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

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

5.03.210 Liability insurance. (a) As a condition of the franchise and prior to transport of any patient, the franchisee shall file with the director of administrative services and thereafter maintain liability insurance in such form as approved by the county's risk management and safety division, insuring the franchisee against all risk arising from the provision of ambulance service for not less than the sum of two million dollars (\$2,000,000) per occurrence for bodily injury or death, and two million dollars (\$2,000,000) per occurrence for loss or damage to property.

(b) Prior to transporting any patient pursuant to section 5.03.050 of this chapter, a special event medical service provider shall have on file with the director of business license proof of liability insurance in such form as approved by the county's risk management and safety division, insuring the SEMS provider against all risk arising from the provision of emergency

transport for not less than two million dollars (\$2,000,000) per occurrence for bodily injury or death and two million dollars (\$2,000,000) per occurrence for loss or damage to property.

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

5.03.220 Indemnification. By applying for and accepting a franchise, a franchisee agrees to defend, indemnify, protect and hold the county, its officers, employees and agents harmless from and against any and all claims asserted, liability established for injuries or damages to any person or property, or losses and causes of action which may arise from or in connection with the franchised business, except to the extent that any such claims, liability, losses or causes of action arise solely from the acts or omissions of the county (including the fire department) or health district; to pay all claims and losses of any nature whatsoever in connection therewith; to either defend all suits in the name of the county or to reimburse the county for its legal fees and costs incurred in providing its own defense when applicable; and to pay all other expenses and costs and all judgments and costs which may arise therefrom.

5.03.230 Severability. In the event any provision of this chapter shall be deemed to be unlawful, such provision shall be deemed stricken and the remaining provisions of this chapter shall remain in full force and effect.

SECTION 2. If any provision, section, paragraph, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this chapter. It is the intent of the county commission in adopting this chapter that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this chapter are declared to be severable.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

PROPOSED on the 1st day of August, 2000.

PROPOSED BY: Commissioner Dario Herrera

PASSED on the 5th day of September, 2000.

AYES: Commissioner Dario Herrera

Commissioner Erin Kenny

Commissioner Myrna Williams

Commissioner Bruce L. Woodbury

Commissioner _____

Commissioner _____

Commissioner _____

NAYS: Commissioner None

Commissioner _____

Commissioner _____

ABSTAINING: Commissioner None

Commissioner _____

Commissioner _____

ABSENT: Commissioner Yvonne Atkinson Gates

Commissioner Mary Kincaid

Commissioner Lance Malone

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

ATTEST: BY _____ /S/ _____

BRUCE L. WOODBURY, Chairman

/S/

SHIRLEY B. PARRAGUIRRE, CountyClerk

This ordinance shall be in force and effect from and after the 19th day of September,
2000.