

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 1, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Approval of a new Interlocal Agreement for Ambulance Service Regulation with Clark County and North Las Vegas

Since 1996, Las Vegas, Clark County and North Las Vegas have jointly administered ambulance services through Interlocal Agreements. The new Agreement will continue the practice of establishing an Administrative Oversight Committee (AOC) for regulated ambulance services through the appointment by each County and City Manager of one voting member and one alternate voting member. The new Agreement also continues to place the primary responsibility for performing the AOC's administrative tasks on Clark County, including monitoring of response-time compliance by ambulance providers, receiving and disbursing funds, scheduling meetings and handling complaints.

INTERLOCAL AGREEMENT
For Ambulance Service Regulation

This Agreement is made and entered into by and among Clark County (hereinafter referred to as "the County"), the City of Las Vegas and the City of North Las Vegas (hereinafter referred to as "the Cities"), all of which are public agencies of the State of Nevada, and which hereafter are sometimes referred to individually as "the Party" or collectively as "the Parties."

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, each of the public agencies hereto desires to cooperate to provide services to its citizens by combining resources to establish regulatory policy and an administrative framework for ambulance service franchises; and

WHEREAS, it is a requirement for ambulance service companies to be granted a franchise from the Parties to use their respective public rights-of-way to conduct ambulance service business; and

WHEREAS, the Cities and the County oversee ambulance service franchises and perform many related and often identical functions; and

WHEREAS, it is important that ambulance service operations be carefully regulated to protect the public interests.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

SECTION 1. OBLIGATIONS OF THE PARTIES

The Parties do hereby agree to:

- 1.1 Coordinate negotiations of franchise agreements for the Parties for emergency and non-emergency ambulance service.
- 1.2 Provide staff and facilities to meet all of the responsibilities and duties described herein as agreed to by the Parties.
- 1.3 Coordinate adoption of consistent ambulance service ordinances.

- 1.4 Review and regulate local ambulance service rates as permitted by ordinances. Conduct and coordinate reviews of franchised ambulance service providers operating within the jurisdictions of the Parties.
- 1.5 Review and/or audit financial statements and operational reports of franchised ambulance service providers for the Parties from time to time as may be directed by the Parties in order to provide information to the Parties regarding the ambulance services' financial stability and compliance with the terms of the franchise agreements.
- 1.6 Conduct technical and/or performance reviews of franchised ambulance services from time to time as may be directed by the Parties.
- 1.7 If deemed necessary, perform a competitive bidding process in order to select a new provider or providers.
- 1.8 Conduct such other reviews of the ambulance service franchisees and special event medical service providers as may be necessary to ensure compliance with ordinances and agreements and to aid in development of public policy.
- 1.9 Prepare additional regulations, standards, and ordinance amendments for approval by local governing bodies. Review any federal, state, or local regulations or ordinances and recommend changes in regulations, standards, and ordinances as deemed appropriate.
- 1.10 If any Party desires a service or audit not covered by this Agreement, the cost of such service or audit shall be borne by the requesting Party unless otherwise agreed in writing by the Parties.

SECTION 2. ADMINISTRATIVE OVERSIGHT COMMITTEE

- 2.1 The Parties hereby establish an Administrative Oversight Committee (AOC) consisting of a voting member and one alternate voting member from each of the three Parties as appointed by the respective County or City Manager of the Party.

The responsibilities and tasks of the AOC will include review of all of the items identified in Section 1 above.

- 2.2 In addition the AOC shall:
 - 2.2.1 Review and make recommendations on response time exceptions requested by ambulance service providers;
 - 2.2.2 Review and make recommendations on transports by special event medical service providers;

- 2.2.3 Establish standard policies and procedures in accordance with the ambulance service ordinances and franchise agreements of the Parties;
- 2.2.4 Administer projects appointed or approved by the AOC that may affect franchised ambulance services (i.e., performance standard reviews, billing investigations, rates reviews);
- 2.2.5 Investigate any areas of concern that may affect the franchised ambulance services;
- 2.2.6 Distribute any information and make recommendations as appropriate on issues related to compliance with this Agreement, franchised ambulance services or franchise agreements, ambulance ordinances, or related areas;
- 2.2.7 Apprise one another and report time frames for completion of any accomplishments or deliverables related to any projects assigned to a specific member or his or her staff pursuant to this Agreement;
- 2.2.8 Propose a program budget including projected expenditures for providing ambulance service regulation, oversight, and administration for the following fiscal year and recommend funding by jurisdiction. The funding by jurisdiction will be based on the formula described in Section 3 below.

SECTION 3. FUNDING FORMULA & COUNTY RESPONSIBILITY

- 3.1 The total budget expenditures for activities and services conducted in fulfillment of this Agreement and the disbursement of franchise fees to the Parties shall be apportioned to the County and Cities at a percentage rate based on the number of calls for ambulance services for each Party as a percentage of the total number of calls for ambulance services received by the Fire Alarm Office (FAO). The individual program budget amounts established for each Party hereto shall be assessed to it and made part of the budgetary request placed before its governing body.
- 3.2 The County Manager or his designee shall obtain from the FAO the number of ambulance service calls for each Party as a percentage of total calls received during the past fiscal year to determine each Party's proportionate share of the approved program budget for the upcoming fiscal year; and shall invoice the Parties annually for their assessed amounts of the program budget approved by the Parties, receive and disburse funds collected, administer the program budget, and dedicate staff to fulfill the activities necessary to carry out the intent of this Agreement. The amount invoiced to each Party will be due annually and made payable to the County Treasurer within thirty (30) days after receipt of an invoice.

3.3 County dedicated staff shall:

3.3.1 Receive and respond to ambulance services franchisees' customer complaints, concerns and service questions not resolved by franchisees;

3.3.2 Receive, monitor and distribute records, items and information related to compliance requirements of franchisees;

3.3.3 Notify the Parties and franchisees of franchise fees and adjustments, and receive and distribute as requested any payments made by franchisees to the Parties based on the funding formula established in 3.A above;

3.3.4 Coordinate the agenda for, and schedule meetings of, the AOC.

SECTION 4. TERM OF AGREEMENT

This Agreement shall commence retroactively on January 1, 2006, upon approval and execution by any two of the Parties hereto, and will expire on December 31, 2010.

SECTION 5. TERMINATION

Any Party may terminate participation in this Agreement for any reason by giving each of the other Parties at least one hundred and twenty (120) calendar days' written notice prior to the end of the current fiscal year. All contributions made for that current fiscal year by the terminating Party will remain in support of the work under this Agreement for the remainder of that fiscal year.

SECTION 6. MODIFICATION OR AMENDMENT

This Agreement may not be modified or amended except by express written agreement, duly authorized and executed by the appropriate governing bodies of the Parties, or of the remaining Parties if one Party has terminated pursuant to Section 5 above. Any other attempt at modification or amendment shall have no force or effect, and may not be relied upon by any of the Parties.

SECTION 7. NOTICES

Any notice, invoice, payment, or delivery required under this Agreement must be submitted in writing and sent by U.S. mail, or by hand delivery, and directed to the appropriate Party(ies) as follows:

County:

County Manager
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

Las Vegas: City Manager
400 E. Stewart Avenue
Las Vegas, Nevada 89101

North Las Vegas: City Manager
2200 Civic Center Drive
North Las Vegas, Nevada 89030

SECTION 8. REPORTS AND AUDITS OF THIS AGREEMENT

Any Party may request an audit or review of any expense, cost, budget, or statistic as to this Agreement by submitting its request to the other Parties or their designees in writing.

SECTION 9. OTHER PROVISIONS

- 9.1 Hearings. Any disputes that require a hearing pursuant to the ordinance(s) or the franchise agreement(s) may be heard by the individual Board or Council of a Party or by a hearing officer designated by the governing body of a Party.
- 9.2 Limitation on Liability. The Parties, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of any Party to this Agreement. This Agreement is not intended to create any rights, powers or interests in any third party, and is entered into for the exclusive benefit of the undersigned Parties.
- 9.3 Applicable Law. This Agreement shall be governed and interpreted according to federal law and regulations and the laws of the State of Nevada.
- 9.4 Additional Parties. Any new party may be accepted hereto upon approval by all of the governing bodies of the Parties and upon adoption by the new party's governing body of a resolution granting approval of, and agreement with, all terms and conditions set forth herein, and upon approval and payment of its proportionate assessment of the program budget. A new party to this Agreement shall be treated as an original Party for all purposes.
- 9.5 Nonassignment. The requirements and benefits of this Agreement may not be assigned, transferred, or delegated without the written consent of all Parties. It is not the intent of any Party to violate any laws of the state of Nevada or the United States. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the Parties will enter into immediate negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect. The right to contribution shall exist as to any liability arising from any endeavors undertaken in furtherance of this Agreement, whether or not resulting from innocent or negligent conduct on the part of a Party, but the right to contribution shall not exist as to any conduct that is willful or wanton or in direct contradiction of the terms of this Agreement.

