

Item # 5-60

**City of Carson City
Agenda Report**

Date Submitted: 10/09/07

Agenda Date Requested: 10/18/07

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: Action to enter into a Mutual Aid Agreement between Carson City and the Regional Emergency Medical Services Authority.

Staff Summary: This Mutual Aid Agreement will allow the Fire Department to provide mutual aid resources to the Regional Emergency Medical Services Authority (REMSA). REMSA is the ambulance company serving Washoe County. The agreement will also allow us to utilize REMSA resources in Carson City.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to enter into a Mutual Aid Agreement between Carson City and the Regional Emergency Medical Services Authority.

Explanation for Recommended Board Action: By approving this agreement the City will be able to expand our mutual aid capacity by utilizing the resources of REMSA. The residents of both Washoe County and Carson City will benefit as the Fire Department can also provide EMS services to Washoe County.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: Neutral

Explanation of Impact: This mutual aid agreement does not require either agency to pay the other. The agreement does allow each agency to send invoices to any patient that we transport. In that respect, the financial impact should be neutral, as the Fire Department will bill for any patients transported out of Washoe County, and REMSA will bill for any patients that they may transport from Carson City.

Funding Source:

Alternatives: Since this agreement is specific to REMSA, the only alternative is to not sign the agreement. If we choose to not sign the agreement, we will lose the potential to utilize these

mutual aid resources

Supporting Material: Mutual Aid Agreement

Prepared By: R. Stacey Giomi, Fire Chief

NOTE: A total of 2 original signatures are needed on the Agreement (two originals are included).

Reviewed By: Paul S. Giomi
(Fire Chief)
[Signature]
(City Manager)
Melanie Burkett
(District Attorney)
[Signature]
(Finance Director)

Date: 9-27-07

Date: 10-9-07

Date: 10-9-07

Date: 10/9/07

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is entered into this 24th day of Sept, 2007 by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, and the Regional Emergency Medical Services Authority, a Nevada non-profit corporation ("REMSA").

Whereas RESMA is an Emergency Medical Services Agency accredited by the Commission on Accreditation of Ambulance Services, and

Whereas, Carson City is a consolidated municipality and political subdivision of the State of Nevada and has the exclusive right to provide ambulance transport services in Carson City by its fire department which service is also accredited by the Commission on Accreditation of Ambulance Services, and

Whereas, Standard 102.01 of the Commission on Accreditation of Ambulance Services requires the agencies to develop and maintain relationships with other ambulance/emergency medical services ("EMS") organizations in their immediate or neighboring service areas, and

Whereas, development and maintenance of mutual aid agreements help REMSA to better serve the population of Washoe County and Carson City to better serve its residents,

Now, therefore, the parties agree as follows:

1. To furnish EMS personnel, resources, and facilities to each other as may be necessary to provide emergency medical care at an incident of such magnitude that it is or is likely to be beyond the capacity of a single agency and requires the combined resources of additional agencies.
2. When possible, to furnish EMS personnel, resources, and facilities to each other to maintain an appropriate level of EMS system response capability in the event that system demand has consumed all or significant portion of the normal EMS resources in the system.
3. Such mutual aid shall be provided within each party's response area.
4. No party to this agreement shall be required to deplete unreasonably its own EMS resources.

5. The parties will make no response to a mutual aid request provided for in this agreement unless such request is received through the established communications channels common to each party requesting such aid.
6. Any mutual aid extended under paragraph (1) of this agreement is done with the express understanding that the responsible EMS agency, whose jurisdiction the major event has occurred, shall be or shall designate the incident commander.
7. Carson City Fire Department shall provide EMS response to Priority 1 incidents in the area within the REMSA franchise along South Washoe Valley, those generally south of Bellevue Bridge area. Such responses will originate as specific requests from REMSA dispatch. In the event that a request from the public is received in Carson City Fire Department dispatch for a Priority 1 incident in this area, REMSA dispatch will be notified immediately.
8. Carson City Fire Department will provide EMS response to other EMS incidents within each other's service area when specifically requested by REMSA dispatch. Requests received in Carson City Fire Department dispatch from the public for EMS response will be immediately referred to REMSA dispatch.
9. Upon specific request from REMSA dispatch, Carson City Fire Department will provide EMS support to REMSA, throughout the geographic area defined as the REMSA franchise, when unusual operational conditions prevent REMSA from providing a normal level of service (for example, during a multiple casualty incident).
10. In exchange for the preceding, on request from Carson City Fire Department dispatch, REMSA will provide emergency response to EMS incidents within the boundaries of the Carson City Fire Department when Carson City Fire Department EMS resources are committed and other closer EMS mutual aid resources are unavailable.
11. Also on request from Carson City Fire Department dispatch, if sufficient resources are available, REMSA will move an ambulance to Carson City for standby or response in the unusual situation when Carson City Fire Department EMS units are committed and will remain unavailable for an extended period of time.

12. No signatory hereto shall be obligated to reimburse any other signatory on account of any action taken or aid rendered hereunder, for any use of material or personnel hereunder or for any damage to equipment incurred in the course of rendering mutual aid assistance.

13. Nothing in this clause shall prohibit the party that provides EMS services from billing the patient(s) that received emergency medical care. No charge will be made for calls that are canceled or for which the patient refuses medical services.

14. REMSA agrees to indemnify, hold harmless, protect and defend the Carson City Fire Department and its employees from and against any liability, claim, loss, cost, expense fees and court costs claimed by a third party arising out of any willful or negligent act of REMSA or its agents, employees, contractor or representatives, in connection with the performance of its obligations hereunder (excluding therefrom Claims arising from the negligence or wanton and willful misconduct of the Carson City Fire Department). The Carson City Fire Department agrees to indemnify, hold harmless, protect and defend REMSA and its employees from and against any liability, claim, loss, cost, expense fees and court costs claimed by a third party arising out of any willful or negligent act of the Carson City Fire Department or its agents, employees, contractor or representatives, in connection with the performance of its obligations hereunder (excluding therefrom Claims arising from the negligence or wanton and willful misconduct of REMSA).

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IN WITNESS WHEREOF, the parties have approved this Contract on the ____ day of _____, 2007, and their authorized officers have affixed their names hereto.

CARSON CITY

By: _____
Marv Teixeira, Mayor

Date

ATTEST:

Alan Glover, Clerk/Recorder

Date

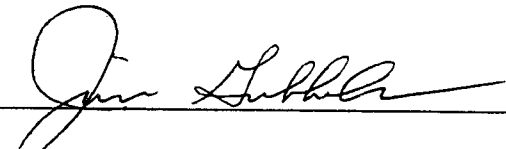
APPROVED AS TO FORM:

NEIL A. ROMBARDO
Carson City District Attorney

By: _____
Melanie Bruketta
Chief Deputy District Attorney

Date

Regional Emergency Medical Services Authority (REMSA), a Nevada non-profit corporation

By:  _____

Jim Gubbels, Vice President / Chief Administrative Officer