

MUTUAL AID AGREEMENT
(Truckee Meadows Fire Protection District and REMSA)

This MUTUAL AID AGREEMENT (this “Agreement”) is entered into effective as of the last date written when executed (“Effective Date”) by and between the Regional Emergency Medical Services Authority, a Nevada nonprofit corporation (“REMSA”) and the Truckee Meadows Fire Protection District, a fire district formed under NRS Chapter 474 (“TMFPD”). REMSA and TMFPD are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, REMSA holds an exclusive franchise pursuant to NRS 244.187 and 268.081 for emergency and non-emergency ground ambulance transport within designated areas of Washoe County pursuant to the Amended and Restated Franchise Agreement for Ambulance Service dated May 22, 2014 between REMSA and the Washoe County Health District (“Franchise Agreement”); and

WHEREAS, pursuant to the Franchise Agreement, REMSA may, in its discretion, enter agreements with other licensed ambulances to provide disaster mutual aid and other mutual aid within the Franchise Service Area as REMSA deems appropriate from time to time; and

WHEREAS, TMFPD operates a fire department within its jurisdiction that provides emergency response for fire, EMS, and rescue services; and

WHEREAS, TMFPD owns ambulance units (the “TMFPD Ambulances”) as of the Effective Date that are available for operation by the TMFPD; and

WHEREAS, REMSA and TMFPD desire to enter into an understanding with respect to providing and allowing TMFPD to use the TMFPD Ambulances within REMSA’s Franchise Service Area for certain limited disaster aid purposes as set forth in this Agreement; and

WHEREAS, development and maintenance of this Agreement is intended to help REMSA better serve the population of Washoe County and the TMFPD to better serve its personnel and residents of Washoe County,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Authorized Limited Use of TMFPD Ambulances. During the term of this Agreement, REMSA hereby consents to and authorizes the TMFPD to use the TMFPD

Ambulances for ALS level ambulance services¹, including ground ambulance transport, within REMSA's Franchise Service Area solely for the following limited purposes:

- a) In response to a declared emergency occurring within REMSA's Franchise Area as declared by local, state or federal agencies and in coordination with an emergency operations center or established incident command structure.
- b) In response to a Mass Casualty Incident occurring within REMSA's Franchise Service Area. Upon request by REMSA or following a declaration of a Mass Casualty Incident as set forth in the Mass Casualty Incident Plan adopted by the District Board of Health, the first Public Service Answering Point to become aware of a Mass Casualty Incident declaration may dispatch a TMFPD ambulance to such mass casualty scene without delay or other request to REMSA. For purposes of this Agreement, a "Mass Casualty Incident" is defined as a single geographically focused emergency event which produces casualties of such a substantial number and severity that special operations and organizations are required at the scene of the emergency as defined in the Mass Casualty Incident Plan adopted by the District Board of Health from time to time.
- c) To provide fire rehabilitation services including EMS services on, and ground ambulance transport of, TMFPD firefighters only at or from the scene of a fire, hazmat or search and rescue emergency incident.
- d) For such other specific limited purposes, when reasonably necessary and prudent to the extent requested from time to time by REMSA, in REMSA's sole and absolute discretion.

Section 2. Operational Terms.

2.1 When equipped and staffed, TMFPD shall make available the TMFPD Ambulances to respond on ALS calls as directed by REMSA dispatch during situations identified in Section 1 of this Agreement, at the request of REMSA unless TMFPD cannot because no ambulance is available, or because doing so will unreasonably affect TMFPD's ability to respond to incidents within any areas it serves.

2.2 TMFPD shall be required to secure all required approvals of state or local agencies to operate the TMFPD Ambulances and provide ALS level ambulance services in accordance with this Agreement, and REMSA agrees to support such license applications for uses consistent with this Agreement.

2.3 No Party shall be obligated to reimburse any other Party on account of any action taken or aid rendered hereunder, for any use of material or personnel hereunder or, except where caused by the negligent act or omission of the other party, for any damage to equipment incurred

¹ As used in this Agreement, the term "ALS" shall mean the Advanced Life Support level as defined in NAC 450B under "Advanced Medical Care" and the term "Franchise Service Area" shall have the meaning ascribed to it in the Franchise Agreement.

in the course of rendering use of their equipment or personnel for response to incidents included in this Agreement. Nothing in this clause shall prohibit a Party that provides EMS services from billing the patient(s) that received emergency medical care. TMFPD shall not directly or indirectly charge for calls that are cancelled or for which the patient refuses medical services.

2.4 TMFPD shall comply with the all applicable state federal and local laws and regulations applicable to medical care and patient services provided by TMFPD under this Agreement.

2.5 If REMSA calls upon TMFPD to respond under this Agreement, REMSA shall release TMFPD from emergency duties at the scene as soon as practicable, unless patient care and/or transport of a patient has been initiated by TMFPD as authorized by Section 1.

2.6 During the term of the Franchise Agreement, TMFPD shall notify REMSA and the EMS Advisory Board in writing of their intent to purchase, lease, certify, or put into operation within the REMSA Franchise Service Area any additional ambulance(s).

2.7 TMFPD may not transport any patient in any TMFPD Ambulance except as expressly permitted in Section 1 of this agreement.

2.8 TMFPD may initiate transport of patients, for which they are on scene with and providing care or responding to within their district, after receiving consent from REMSA's dispatch center, Supervisory staff, or when specifically authorized in the Annual Operating Plan (AOP) that is agreed upon by both parties. Authorization of the request is solely the decision of REMSA.

Section 3. REMSA Franchise; TMFPD Limitations. TMFPD acknowledges that REMSA holds exclusive franchise rights under the Franchise Agreement to provide emergency and non-emergency ground ambulance transport with the REMSA Franchise Service Area. As a material inducement to REMSA to consent to the limited rights granted in this Agreement, TMFPD agrees: i) to provide support as a mutual aid resource as directed by REMSA and not impair or interfere with REMSA's rights under the Franchise Agreement, including exclusive rights of patient transport; ii) to not operate, directly or indirectly, or permit the operation or use of, any ambulance owned or operated by the TMFPD in violation of this Agreement or the Franchise Agreement; and iii) to not engage in or provide, directly or indirectly, community paramedicine services (as defined in NRS Chapter 450B) within the REMSA Franchise Service Area.

Section 4. Contact Designation. The Parties shall each designate an individual from their organization who will be responsible for periodically reviewing this Agreement and undertaking other planning issues considered essential in maintaining a cooperative mutual aid response system.

Section 5. Effective Date. This Agreement shall become effective, upon the approval of REMSA and the TMFPD Board of Fire Commissioners.

Section 6. Termination.

6.1 This Agreement shall continue in effect until terminated. This Agreement may be terminated by either Party with or without cause upon thirty (30) days written notice to the other party. Any notice of termination under this Section 6 shall be sent by certified mail to the TMFPD Chief and CEO of REMSA, with copies to the Washoe County Health District EMS Oversight Program.

6.2 TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. Without limiting the foregoing, if TMFPD does not allocate funds to continue the functions performed by TMFPD under this Agreement, this Agreement shall automatically terminate when appropriated funds are exhausted, without penalty, charge or sanction to TMFPD.

Section 7. Entire Agreement; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without reference or regard to conflict of laws principles.

Section 9. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

Section 10. Hold Harmless. Each party ("Releasing Party") hereby releases and holds the other party harmless from, and shall be solely responsible for, any claims, liabilities, or actions to the extent arising from or caused by the acts or omissions of the Releasing Party, its employees, agents or representatives in connection with the performance of rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

Regional Emergency Medical Services Authority	Truckee Meadows Fire Protection District Board of Fire Commissioners
By: _____	By: _____
Name: Dean Dow	Name: Bob Lucey
Title: Chief Executive Officer	Title: Chair
Dated: _____	Dated: _____