

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RIVERSIDE, CALIFORNIA, GRANTING A FRANCHISE TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. TO OPERATE AUTHORIZED AMBULANCE VEHICLES FOR A PERIOD APPROXIMATELY OF FIVE YEARS ALONG AND UPON THE STREETS OF THE CITY OF RIVERSIDE.

The City Council of the City of Riverside does ordain as follows:

Section 1: GRANT

Pursuant to the Charter of the City of Riverside ("City") and the laws of the State of California, a franchise is hereby granted to AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. ("Franchisee"), to operate authorized ambulances over, upon and along the streets of City subject to the terms and conditions of this ordinance.

Section 2: TERM

This franchise shall begin on the effective date of this ordinance. The term of this franchise shall be for the period of approximately five (5) years, and shall expire on June 30, 2023. Within the limits established by the Charter of the City of Riverside, the term of this franchise may be further extended by Resolution of the City Council of the City. The term of this franchise shall be subject to the right of City to terminate or alter or amend said franchise at any time, as hereinafter provided.

Section 3: TERMINATION AND SUSPENSION OF FRANCHISE

The franchise granted by this ordinance may be suspended temporarily for a period of not to exceed thirty days at a time, if Franchisee fails to comply with the terms of this ordinance and if the failure to comply results in dangers to patients due to inadequate equipment and care, due to unsafe operation of the ambulance or other equipment or due to any other cause. This franchise may be terminated thirty days after notice to Franchisee for violations by Franchisee of provisions of this franchise, the Riverside Municipal Code, or violation of an Agreement approved by City and Franchisee. A notice of termination will not automatically result in suspension but City may suspend Franchisee's rights under this franchise while a termination is pending, if under the provisions of this section the suspension is justified or required. Franchisee may request a hearing under the provisions of Chapter 5.66 of the Riverside Municipal Code on any suspension or termination. The hearing or request for hearing will not render any suspension ineffective.

1 If any term or condition of this franchise shall be or become invalid or unenforceable, the  
2 unenforceable provision shall be deemed severed and of no further force and effect; provided that the  
3 City Council may by ordinance terminate this franchise, if the City Council shall find and declare that  
4 the invalid or unenforceable term or condition constituted a consideration material to the grant of this  
5 franchise.

6 Section 4: VEHICLE OPERATION

7 All vehicles used under this franchise shall be operated and maintained in accordance with the  
8 laws of the State of California and the ordinances of the City.

9 Section 5: RATES

10 Subject to the terms and conditions of the Agreement between the City and Franchisee  
11 approved by the City Council, Franchisee by acceptance of this franchise, agrees to charge such rates  
12 for ambulance service as may from time to time be prescribed by the City by resolution.

13 Section 6: REGULATION

14 The City of Riverside shall have the right to regulate the operation of ambulance service to the  
15 extent provided by applicable State law in the following respects:

16 (1) To make reasonable orders respecting character, extent, quality and standard of service.

17 (2) To fix rates of operation, and to make reasonable orders respecting the same.

18 (3) To make such other rules and regulations as may be reasonably necessary to facilitate the  
19 service to be rendered to the public under this franchise.

20 Section 7: OPERATIONAL AGREEMENT

21 City and Franchisee shall enter into an Agreement which may be amended from time to time  
22 by mutual consent. Said Agreement shall delineate specific responsibilities and duties of the parties  
23 regarding medical transport services provided by Franchisee.

24 Franchise shall comply with all terms of the Agreement and failure to do so is grounds for  
25 suspension and termination pursuant to Section 3 of this Ordinance.

26 Section 8: FRANCHISE

27 Franchisee must have a valid franchise and the drivers, operators and attendants of the  
28 authorized ambulance vehicles shall, at all times, be qualified pursuant to the requirement of the  
Vehicle Code and Health and Safety Code of the State of California.

1        Section 9: TRANSFER

2        Neither this franchise nor any interest therein shall be sold, assigned, or disposed of without  
3 the consent of the City expressed by resolution. Any assignment, transfer or subcontract by Franchisee  
4 to any commonly controlled affiliate of Franchisee shall be permitted without any consent; provided,  
5 however, Franchisee shall provide the City with one hundred and eighty (180) days prior written notice  
6 of such assignment, transfer or subcontract, including notice of any change in ownership status of  
7 Franchisee which may result in the sale or transfer of more than a fifty percent (50%) controlling  
8 interest in the business.

9        Section 10: AMENDMENT AND ALTERATION

10       The City hereby expressly reserved the right to modify, amend, alter, change or eliminate any  
11 of the provisions of this franchise during the life of the same, for the following purposes:

12       (1) To eliminate or delete from the same such conditions as proved obsolete or impractical.

13       (2) To impose such additional conditions upon Franchisee as may be just and reasonable and  
14 permitted by applicable State law, such conditions to be those as may be deemed necessary for the  
15 purpose of insuring adequate service to the public.

16       Section 11: HEALTH AND SAFETY

17       Ambulances may be inspected at irregular intervals at the discretion of the Ambulance  
18 Administrator upon reasonable notice to Franchisee. Franchisee shall secure and maintain at all times  
19 a policy or policies of insurance which meets or exceeds the requirements of liability insurance as  
20 required in the Operational Agreement. In the interest of public health, safety and welfare, Franchisee  
21 shall not operate any ambulance unless and until Franchisee meets the requirements of the State of  
22 California.

23       Section 12: ADEQUATE COVERAGE

24       The City Council of the City of Riverside declares that the public convenience, necessity and  
25 welfare and demonstrated community need require that an adequate number of ambulances be  
26 maintained by Franchisee based and operated within the City of Riverside together with necessary  
27 crews available for all units to assure that adequate service be maintained. In the event Franchisee  
28 fails to provide adequate service or fails to abide by any term of this franchise, the city shall upon such  
determination notify Franchisee in writing and Franchisee shall have thirty (30) days to increase

1 service to reasonable standards and to correct deficiencies. If Franchisee fails, the City may grant an  
2 additional franchise. This term is in addition to the termination provisions herein.

3 Section 13: ACCEPTANCE

4 The granting of this franchise is conditional upon Franchisee's filing with the City Clerk at  
5 least ten (10) days before this ordinance granting the franchise becomes effective, an executed copy  
6 of the Operational Agreement.

7 Section 14: FRANCHISE NON EXCLUSIVE

8 This franchise shall not constitute an exclusive grant of any right to conduct ambulance  
9 services within the City.

10 Section 15: The City Council has reviewed the matter and, based upon the facts and  
11 information contained in the staff reports, administrative record, and written and oral testimony,  
12 hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3)  
13 and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter  
14 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the  
15 environment nor have a significant impact on the environment.

16 Section 16: The City Clerk shall certify to the adoption of this ordinance and cause publication  
17 once in a newspaper of general circulation in accordance with Section 414 of the Charter of the City  
18 of Riverside. This ordinance shall become effective on the 30th day after the date of its adoption.

19 ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

20 \_\_\_\_\_  
21 Mayor of the City of Riverside

22  
23  
24 Attest:

25  
26  
27 \_\_\_\_\_  
28 City Clerk of the City of Riverside

1  
2 I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the  
3 foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the  
4 \_\_\_\_\_ day of \_\_\_\_\_, 2018, and that thereafter the said ordinance was duly and regularly  
5 adopted at a meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the  
6 following vote, to wit:

7 Ayes:

8  
9 Noes:

10 Absent:

11 Abstain:  
12

13 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
14 City of Riverside, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
15  
16

17 \_\_\_\_\_  
18 City Clerk of the City of Riverside  
19  
20  
21  
22  
23

24 18-1108 NO 9/5/18  
25 \\RC-citylawprod\Cycom\WPDocs\D005\P027\00435506.docx  
26  
27  
28