

Public Comment on the Proposed East Fork Fire and Rural Medevac Alliance Partnership

According to the Public-Private Partnership Alliance, public-private partnership (PPP) project development follows a structured process, progressing through sequential stages from problem identification to implementation. However, the proposed partnership between East Fork Fire and Rural Medevac Alliance appears to have bypassed several critical initial steps. These steps include defining a community need, evaluating solution options, conducting a community assessment, and performing a feasibility study to assess project viability and structure.

Typically, a PPP process involves technical, legal, economic, and financial analyses to develop solutions, followed by a competitive procurement process. This includes issuing a Request for Qualifications (RFQ) to identify capable private partners and a Request for Proposal (RFP) to evaluate technical and financial bids. Based on publicly available information, the East Fork Fire and Rural Medevac Alliance partnership lacks evidence of these steps. Instead, it appears a private partner was selected, and contract details were finalized afterward to fill a nonexistent need. This all occurred with limited public disclosure which raises significant ethical concerns, including potential conflicts of interest and a lack of impartiality.

According to publicly available information from Rural Medevac Alliance's website and social media, the company began operations on June 19, 2024, initially utilizing Alaska Guardian Angels as its aviation vendor and later obtaining its FAA Part 135 certificate on December 30, 2024. This timeline indicates Rural Medevac Alliance has been conducting medevac operations for approximately 14 months and has operated as an aviation vendor for less than 8 months.

In contrast, six other helicopter air ambulance providers in the region have significantly longer operational histories, ranging from 20 to 48 years. Furthermore, five of these providers are accredited by the Commission on Accreditation of Medical Transport Systems (CAMTS), a recognized standard for quality and safety in medical transport. Rural Medevac Alliance currently lacks this accreditation. Why was there not a process to consider any of these other vendors if a need truly existed.

The decision by East Fork Fire to partner with Rural Medevac Alliance, a provider with limited experience in the region, raises significant concerns. Established services, such as Care Flight in Carson Valley and CALSTAR at Lake Tahoe, already adequately address the region's medical transport needs. This new partnership introduces unnecessary risk to Douglas County by sharing operational liability with a less experienced entity. Under the "deep pockets" theory of law, Douglas County may bear the brunt of legal consequences in the event of an incident, as limited liability companies are structured to minimize personal liability. Was the contract reviewed by a legal team in order to expose potential areas of liability for the District and County?

Upon review of the contract between East Fork Fire District (EFFD) and Rural Medevac Alliance, several concerns arise regarding its structure and implications for Douglas County. The tangible benefits to the community remain unclear, particularly in light of the significant financial and operational risks assumed by the District.

Inconsistencies among Chief Ernst's presentation, the meet-and-confer union agreement, and the EFFD/Rural Medevac Alliance contract suggest a lack of thorough consideration in its development. The District appears to be assuming a significant amount of the financial risk of establishing a new base for Rural Medevac Alliance by not only providing facilities for base operations free of charge but also the medical staff, both of which are funded by taxpayer

resources. Chief Ernst's assertion that there will be no cost to the District after reimbursement from Rural Medevac for medical staff is disingenuous. In the contract "District staffing costs" are comprehensively detailed, while the "medical staff reimbursement" section vaguely references salary and benefits, creating an unexplained discrepancy. The addition of three Firefighter/Paramedic positions, which are not currently budgeted—particularly with the pay differential outlined in the meet-and-confer agreement—represents an additional taxpayer expense. Moreover, the \$2,500 per day penalty for EFFD's failure to provide staffing significantly exceeds the actual daily cost of medical staff. Why is Rural Medevac not held to the same standard as the District if a flight crew is not provided. There are no penalties for Rural Medevac not meeting their contractual obligations anywhere in the contract. Finally, the cost associated with recruitment and training of new hires is not detailed. This may be a higher than expected expense as Rural Medevac holds the final say over staff and can dismiss them "permanently". What happens to staff Rural Medevac dismisses? Does the District have to absorb the position or could Rural Medevac end up with the final say over hiring and firing District employees. This could lead to further liability in the form of union disputes or wrongful termination.

A comprehensive fiscal impact analysis performed by a financial professional would have provided a more accurate figure for the financial impact to tax payers, but was not performed. This raises questions about the assertion of no net cost to the District.

Chief Ernst and the meet-and-confer document indicates that a flight nurse would be provided by Rural Medevac. However, the contract with Rural Medevac does not reference a flight nurse. Instead, it specifies the medical staff as "one qualified flight paramedic." According to Nevada state regulations, a helicopter air ambulance must be licensed and staffed with a minimum crew configuration of one registered nurse with three years of critical care experience and one flight paramedic. The current contract, as written, does not meet this requirement, as it omits the mandated flight nurse. Consequently, the helicopter air ambulance cannot legally operate under the existing terms.

With 25 years of flight experience, I have not encountered a partnership structured as outlined in this contract. My research for this meeting yielded no comparable programs. This raises significant concerns about medical liability, given that healthcare carries the highest liability of any industry. Additional questions remain regarding roles, training, and oversight. East Fork does not currently provide critical care services. Will a dedicated position be established to support and oversee East Fork paramedics transitioning into this new role? Furthermore, will the District defer all medical oversight to Rural Medevac Alliance while sharing in the associated medical liability?

As my time is limited, I will end my concerns here, although I have many more. I urge the board to carefully consider the implications of this partnership given the lack of public benefit and vote no.

Thank you,

Heather Bushey

Board Presentation: Concerns Regarding Aeromedical Services Agreement

Presented by: Zac Hogan
Douglas County Resident and Taxpayer
Date: August 19, 2025

Introduction

Good ~~evening~~ ^{Afternoon}, Board Members. My name is Zac Hogan, and I'm a resident and taxpayer in Douglas County. I appreciate the opportunity to speak with you today.

I'm here to express concerns regarding the proposed Aeromedical Services Agreement with Rural Medevac Alliance, Inc., operating as Battle Born Helicopter. While I support innovation in emergency services, I believe this agreement raises several red flags that deserve closer scrutiny before approval.

1. Lack of Transparency and Board Oversight

There is no public record indicating that this partnership was discussed in prior board meetings. This is the first time this has been on the agenda. This suggests that negotiations may have occurred without formal board involvement or public input. For a decision of this magnitude—impacting staffing, facilities, and taxpayer dollars—this process should be more transparent.

2. Operator's Limited Experience

Battle Born has been in operation for less than two years. As a new, for-profit entity, they lack a proven track record in sustained emergency service delivery. Even more concerning, they currently do **not** hold a Part 133 certificate, which is required by the FAA to legally conduct external load operations—including wildfire suppression, which is listed as a future service in the proposed agreement.

According to FAA regulations under **14 CFR Part 133**, no operator may conduct rotorcraft external-load operations without this certificate. The fact that Battle Born has up to two years to obtain it is a clear indication that they are **not yet qualified** to perform all the services outlined in the contract. This raises serious questions about their preparedness and the District's judgment in entering into a partnership based on future capabilities rather than current qualifications.

If the District proceeds with this agreement and Battle Born is unable to obtain the certification—or fails to meet FAA standards—it could result in **service disruptions**,

liability exposure, and **wasted taxpayer resources**. Public agencies should not contract for services that the provider is not currently authorized to perform.

3. **Lack of a Director of Safety**

Equally concerning is the absence of a designated Director of Safety within Battle Born's leadership team. For an aviation operator under FAA Part 135, this is a critical role. A Director of Safety is responsible for implementing safety protocols, managing risk, and ensuring compliance with federal regulations. Without this role, it's unclear who is accountable for maintaining a safety culture, investigating incidents, and proactively managing hazards. This gap raises serious questions about the operator's readiness and reliability—especially when partnering with public agencies.

4. **Financial Implications**

The agreement limits reimbursement for firefighter/paramedic staffing to 56 hours per week. Any overtime, benefits, and additional personnel costs fall on the District. This could result in unanticipated expenses for taxpayers, particularly during high-demand periods.

5. **Operational Control and Liability**

The operator retains full authority over flight operations and crew decisions, including the ability to remove District personnel. This raises concerns about the District's ability to protect its workforce and maintain oversight of public services.

6. **Facility Commitments**

Station 12 is being committed as a base of operations, including facility upgrades and fuel storage. The agreement does not clearly state whether Battle Born is paying rent for this county-owned asset. If they are, the amount is not disclosed. If they are not, that raises serious concerns about giving away public resources to a private, for-profit company without compensation.

Additionally, crews at Station 12 are already double-bunking and preparing for this partnership as if it's a done deal. This gives the impression that the outcome has been predetermined, which undermines public trust and the integrity of the board's decision-making process.

7. **Medical Direction and Liability**

Another serious concern is the issue of conflicting medical direction. East Fork Fire Protection District operates under the medical oversight of Dr. Dustin Holland, who provides protocols and clinical governance for all EMS personnel in the district. Battle Born Helicopter, however, operates under its own separate medical direction, which is not integrated with East Fork's system.

Under Nevada law, a flight nurse on board an air ambulance has ultimate authority over patient care during transport. This creates a potential conflict: if a disagreement arises

between the flight nurse and the East Fork firefighter/paramedic on board, who does the District staff report to? What happens if the care provided is inconsistent with East Fork's protocols or expectations?

This is not just a theoretical concern. It has real implications for liability, patient safety, and the chain of command. Without a unified medical direction or a clear conflict resolution process, District personnel could be placed in ethically and legally compromising situations.

Community Feedback

I also want to share that I have friends and neighbors who work at East Fork, and they've expressed concerns to me about this agreement. Even spouses of personnel have reached out, worried about how this will affect staffing, safety, and morale. These voices deserve to be heard before any final decision is made.

Closing Statement

In closing, I respectfully urge the Board to vote down this agreement. Mixing public resources with a for-profit private company—especially one with limited experience, no Director of Safety, conflicting medical oversight, and unclear financial contributions—is not a decision that should be made lightly. I personally see a significant risk of the District spending more money than anticipated due to the lack of aviation experience and operational knowledge between Chief Ernst and CEO Joey Loehner, as listed in the contract. This partnership deserves a more thorough review to ensure it truly serves the public interest. Thank you for your time and consideration.

Battleborn helicopter

On behalf of the East Fork Professional Firefighters, IAFF Local 3726

The East Fork Professional Firefighters are in full support of the partnership between the East Fork Fire Protection District (EFFPD) and BB. We believe this collaboration will bring significant benefits not only to our organization, but—most importantly—to the community we serve.

1. Higher Level of Care

BB will provide advanced EMS training to multiple EFFPD members. As these members either promote within the district or transition back to ground crews after serving on the helicopter, they will carry this higher level of training with them. Over time, this means more of our day-to-day staffed resources will operate at an advanced level of EMS care, directly benefiting patient outcomes.

2. Access to BB Staff for Training

Having BB nurses embedded in our stations and within the district will provide continuous access to advanced EMS training opportunities for all of our members. This partnership could also assist with annual required CEUs and potentially reduce training costs for the district.

3. Increased Staffing on Inclement Weather Days

While the details are still being finalized, the goal is for BB crews to staff an additional ALS Rescue unit during no-fly weather days. This would increase ground staffing levels and ensure an additional ambulance is available when our community needs it most.

• TO • CCTD • CLEFD - all support look fwd to quicker response

4. Wildland Fire Response

Although this is a long-term benefit requiring additional training and planning, the potential is significant. Having helicopter support for quick response to single-tree or lightning-strike fires in remote areas could save taxpayers millions of dollars by preventing small fires from growing into large, destructive incidents. Early containment will protect wildlife habitat, homes, and our community.

5. A Second Air Ambulance in Douglas County

The most immediate and impactful benefit is the availability of a second air ambulance within Douglas County. Anytime we can expand the level of service to our residents and visitors, that is a win. In major incidents—such as multi-patient vehicle accidents—or when our current partners are unavailable, having an additional helicopter resource in the county directly supports our mission of providing the highest level of service possible.

As our community and region grow, the number of times our current air resource is unavailable is also increasing. While this number is not astronomical, when you need an air resource, you need it immediately. Just last week, my crew experienced this during a multi-patient MVC in Topaz. Fortunately, we were able to get BB responding out of Yerington and rendezvous with them at the CVH pad for transport. The greatest impact we feel on the line is when Care Flight 2 is unavailable—we are then forced to rely on air resources from

California, Reno, or Yerington, often with significant delays of 20 minutes or more. Having a second air resource stationed here in Douglas County can and will save lives.

We also want to clearly acknowledge our long-standing partnership with Care Flight. For nearly 40 years, Care Flight has provided unwavering, dedicated, and high-quality service to Douglas County and the region. Our membership considers Care Flight to be part of our family—literally in one particular cases. This new partnership is not a replacement, but an enhancement. We view the addition of BB solely as an expansion of service for the citizens of Douglas County, while continuing to build and strengthen our relationship with Care Flight.

In closing, this partnership aligns directly with the EFFPD's mission statement "Serving the fire and life safety needs of our community." and the commitment of the East Fork Professional Firefighters: to provide the best and highest level of service to the citizens and visitors of Douglas County. For us, there is no ego, and there is no ill will involved in this. I just read you the mission of our organization and just like we have for nearly 5 decades we will accomplish our mission and always strive to exceed it.

Amatore, Erica

From: Jennifer Summers <seejennknit@yahoo.com>
Sent: Monday, August 18, 2025 9:46 PM
To: Amatore, Erica
Subject: Helicopter at Fire Station 12

Dear EFFPD,

I am writing to the board concerning a helicopter being placed at Fire Station 12. It has been brought to our attention that the company that will be in charge of the helicopter is a for-profit company unlike CareFlight. The other concerning item is that Battle Born is not nationally certified through the Commission on Accreditation of Medical Transport Systems (CAMTS).

Our family members are residents of Douglas County. We have lived in the Sunridge neighborhood for over 20 years. Our youngest daughter attends Sierra Lutheran High School. We are concerned about a helicopter being stationed so close to the high school as well as residential areas. This action should have been brought before the public, especially the residents that would be affected by a helicopter operating possibly on a daily basis.

There is no immediate need that Care Flight doesn't already fulfill that this installation would provide.

Thank you for your time and consideration.

Sincerely concerned local residents,

Sean and Jennifer Summers
970 Sunview Drive
Carson City, NV 89705

Amatore, Erica

From: Joe Haire <joe.haire58@gmail.com>
Sent: Monday, August 18, 2025 2:22 PM
To: Amatore, Erica
Subject: EFFPD Board of Director Meeting Public Comment

Good Afternoon Ms. Amatore,

I would like the following statement to be included in the Public Comment section of tomorrow's East Fork Fire District board meeting. The comment is in reference to items 9 and 10 of the agenda:

Good Morning Members of the EFFPD Board of Directors,

Thank you for the opportunity to address you today. I come before you as a concerned resident of Douglas County regarding the proposal to base a for-profit helicopter operation at Fire Station 12.

There are several significant concerns I would like to raise, beginning with **safety**. Fire Station 12 was not originally designed to support the daily operations of a helicopter. I am concerned that even with a purpose built helistop, there are substantial questions about the safety of routine landings, takeoffs and refueling operations in close proximity to firefighters, emergency vehicles, and nearby infrastructure. Additionally, the station's location—adjacent to Sierra Lutheran High School and surrounded by residential neighborhoods—poses concerns around both noise pollution and operational risk. The impact on the learning environment at the school, as well as on the quality of life for nearby residents, should not be overlooked.

Another concern is related to **process and transparency**. The apparent development of this agreement with a for-profit entity, without public bidding or open community engagement, gives the impression that it was conducted outside of standard public processes. Such actions, even if well-intentioned, can undermine public trust and raise questions about accountability. At a minimum, I urge the Board to consider pausing this proposal to allow for public input and full transparency around the terms and implications of the agreement.

Finally, there is the question of **necessity and redundancy**. Douglas County is already well served by both Care Flight, based at Carson Valley Health, and Calstar in Lake Tahoe. Both companies are providers of air medical services with strong track records for safety. They are nationally accredited by the Commission on Accreditation of Medical Transport Systems (CAMTS), which ensures adherence to rigorous safety and patient care standards. To my knowledge, the proposed operator, Battle Born, does not currently hold this accreditation. In addition, when it comes to wildfire response, there are already numerous dedicated firefighting aircraft stationed at Minden Airport with greater capacity and resources suited for those missions.

In closing, I respectfully ask the Board to consider these points carefully and to encourage a more open and inclusive dialogue with the public as this matter proceeds. Thank you for your time and commitment to serving the residents of our community.



CARSON CITY FIRE DEPARTMENT

"Service with Pride, Commitment, and Compassion"

August 18, 2025

Board of Directors East Fork Fire Protection District Minden, Nevada

Subject: Letter of Support for Aeromedical Services Agreement with Rural Medevac Alliance

Dear Board Members,

As the Interim Fire Chief for the Carson City Fire Department, I am writing to express my support for the proposed Aeromedical Services Agreement between the East Fork Fire Protection District and Rural Medevac Alliance.

The business proposal described by Chief Ernst between EFFPD and Rural Medevac Alliance will bring the addition of an aeromedical helicopter asset that provides both critical care transport and initial attack fire suppression capabilities, representing an innovative and forward-thinking approach to regional emergency response. This program will significantly enhance the ability of our fire and EMS professionals to deliver rapid, life-saving care to patients in our rural and urban communities while also bolstering initial wildland firefighting operations.

If located at EFFPD Station 12, Carson City residents will directly benefit from increased access to timely aeromedical transport and a more resilient regional response system. By adding another highly capable air asset to our region, we create a stronger, more reliable network of services that improves outcomes for all who live, work, and travel in western Nevada.

As Interim Fire Chief, I see the benefit of a resource on the border of Carson City with both fire suppression capabilities and rapid EMS transport. An asset of this level provides an enduring benefit to both Douglas County and Carson City.

I respectfully urge your support and approval of this agreement.

Sincerely,

Kevin Nyberg Interim Fire Chief Carson City Fire Department

Scott Gorgon

For the record, my name is Scott Gorgon, and I am a resident of Douglas County, Nevada. I am here today to express my support for adding the partnership with Battle Born to benefit the citizens of Douglas County.

This relationship will bring tremendous value by saving precious time in mitigating incidents that impact our community. The expanded capabilities in fire suppression, search and rescue, medical transport, and overall emergency response will help reduce critical response times. This will not only support law enforcement and our fire district but also provide vital assistance to residents and visitors during times of emergency.

As a taxpayer of Douglas County, I see this addition as a common-sense investment. The benefits are clear and wide-reaching, and the return on value to our community is undeniable.

I trust this board will make the right decision for the safety and well-being of Douglas County by approving this item today. Thank you for your time and consideration.