

**AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED FRANCHISE
AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND
MERCY, INC. d/b/a AMERICAN MEDICAL RESPONSE**

THIS AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED FRANCHISE AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MERCY, INC. d/b/a AMERICAN MEDICAL RESPONSE ("Second Amendment") is made and entered into on this _____ day of _____, 2024, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as "City"), and MERCY, INC., d/b/a AMERICAN MEDICAL RESPONSE, a Nevada corporation (hereinafter referred to as "AMERICAN MEDICAL RESPONSE" or the "Franchisee"). The City and AMERICAN MEDICAL RESPONSE may be referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and AMERICAN MEDICAL RESPONSE executed that certain First Amended and Restated Franchise Agreement for Ambulance Services on December 16, 2020, retroactively commencing as of December 1, 2020 ("Agreement").

WHEREAS, the Agreement will expire by its terms on December 1, 2024, unless an extension of such Agreement is approved by the Las Vegas City Council ("City Council").

WHEREAS, on or about July 8, 2024, the City issued a notice that it would be accepting franchise applications for no more than two (2) emergency 911-dispatched ambulance service providers pursuant to Title 6, Chapter 6.08 of the Las Vegas Municipal Code. The franchise application period opened on July 9, 2024 at 7:00 a.m. Pacific Daylight Time, and closed on July 31, 2024 at 5:00 p.m. Pacific Daylight Time.

WHEREAS, AMERICAN MEDICAL RESPONSE submitted its franchise application to the City on July 31, 2024.

WHEREAS, AMERICAN MEDICAL RESPONSE and the City, along with another potential emergency 911-dispatched ambulance service provider, have been diligently negotiating mutually-acceptable terms for new franchise agreements for ambulance services, respectively.

WHEREAS, the City and AMERICAN MEDICAL RESPONSE, as well as the other potential emergency 911-dispatched ambulance service provider, all require additional time to complete negotiations and obtain all proper approvals from the City Council, which is not anticipated on or before December 1, 2024.

NOW, THEREFORE, based upon good and sufficient consideration, and in consideration of the recitals above and the mutual obligations of the Parties expressed herein, the Parties mutually agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated by this reference.
2. **Term**. The Agreement shall be extended and continue in full force and effect until **June 2, 2025 at 11:59 PM (local Las Vegas time)**.

3. Obligations of Parties. This Second Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement which remains in full force and effect until the natural expiration of the Agreement as provided in paragraph 2 above.

4. Capitalized Terms. All initial capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Agreement.

5. Subsequent Agreements. This Second Amendment shall not constitute consent or approval to any future new franchise agreements, or modifications, amendments, changes or extensions to the Agreement, and shall not relieve AMERICAN MEDICAL RESPONSE or any person claiming under or through AMERICAN MEDICAL RESPONSE of the obligation to obtain the approval of the City Council, to the extent required under the Agreement, to any future modifications, amendments, changes or extensions to the Agreement and the terms and conditions thereof be expressed in a written document signed by both Parties.

6. Counterparts. This Second Amendment may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be legally executed in duplicate as of the date first date written above.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor


ATTEST:

By: _____
Dr. LuAnn D. Holmes, MMC
City Clerk

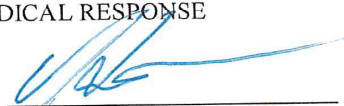
Council Action
_____, 2024
Item # _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Chief Deputy City Attorney

By:  10/28/24
Deputy City Attorney Date

MERCY, INC. D/B/A AMERICAN
MEDICAL RESPONSE

By: 
Printed Name: KIRK B. SCHMITT
Title: REGIONAL DIRECTOR - SOUTHERN NEVADA