

**AMENDMENT NO. 1 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. 1 TO THE AMENDED AND RESTATED FRANCHISE AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MERCY, INC. d/b/a AMERICAN MEDICAL RESPONSE (“First Amendment”) is made and entered into on this _____ day of _____, 2023, 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 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, 2023, unless an extension of such Agreement is approved by the Las Vegas City Council (“City Council”);

WHEREAS, Section 4.2 of the Agreement permits the City Council to grant no more than one (1) extension of the Agreement, for no more than two (2) additional years;

WHEREAS, Section 4.2.1 of the Agreement requires AMERICAN MEDICAL RESPONSE to file a request for an extension of the Agreement no less than one calendar year prior to December 1, 2023 with the City Manager;

WHEREAS, AMERICAN MEDICAL RESPONSE filed such request with the City Manager on November 30, 2022;

WHEREAS, Section 4.2.2 of the Agreement requires the City Manager to accept the request for extension, reject the request for extension, or require the Fire Chief and AMERICAN MEDICAL RESPONSE to negotiate terms acceptable to the City prior to presenting an item to the City Council for consideration of such extension; and

WHEREAS, the City Manager has accepted the request for extension to the Agreement with certain terms of the Agreement being amended as well.

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 for two (2) additional years and shall now continue in full force and effect until 11:59 PM on December 1, 2025. It is understood and agreed by and between the Parties that this extension shall constitute AMERICAN MEDICAL RESPONSE'S only extension pursuant to Section 4.2 of the Agreement.

3. Administration. Section 31 of the Agreement is hereby deleted in its entirety and replaced by the following:

“31. ADMINISTRATION

The Franchise Officer shall administer or direct the administration of this Franchise.”

4. Notices. Section 32 of the Agreement is hereby deleted in its entirety and replaced by the following:

“32. NOTICES

Any notice, request, or demand which may be or is required to be given under this Franchise shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Regional Director
American Medical Response
7201 West Post Road
Las Vegas, NV 89113

With Copy To:

Legal Department
American Medical Response
6200 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

CITY:

CITY OF LAS VEGAS
Franchise Officer
Office of Strategic Services
495 South Main Street, 7th Floor
Las Vegas, NV 89101

Copy to:

LAS VEGAS FIRE AND RESCUE
Fire Chief
500 N. Casino Center Blvd.
Las Vegas, NV 89101”

5. Obligations of Parties. This First 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.

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

7. Subsequent Agreements. This First Amendment shall not constitute consent or approval to any future 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.

8. Counterparts. This First 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 First Amendment to be legally executed as of the first date written above.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Council Action
_____, 20____
Item # _____

APPROVED AS TO FORM:

By: Timothy J. Geswein October 10, 2023
Deputy City Attorney Date
Timothy J. Geswein
Deputy City Attorney

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

By: Gwynn Kasprzyk
Printed Name: Gwynn Kasprzyk
Title: PRESIDENT - SOUTHWEST REGION