

**AMENDMENT NO. 2 TO THE FRANCHISE AGREEMENT
FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS
AND MERCY, INC. dba AMERICAN MEDICAL RESPONSE**

THIS AMENDMENT NO. 2 TO THE FRANCHISE AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MERCY, INC. dba AMERICAN MEDICAL RESPONSE ("Second Amendment") is made and entered into on this ____ day of _____, 2020, 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 "AMR" or the "Franchisee"). The City and AMR may be referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and AMR executed that certain Franchise Agreement for Ambulance Services between the City of Las Vegas and Mercy, Inc. dba American Medical Response on September 3, 2014, commencing as of December 1, 2015 ("Agreement"), as well as that certain Amendment No. 1 to the Agreement dated November 15, 2017 ("First Amendment");

WHEREAS, the Agreement will expire by its terms on December 1, 2020, 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 two extensions of the Agreement, the first of which may be granted for no more than three years;

WHEREAS, Section 4.2.1 of the Agreement requires AMR to file a request for an extension of the Agreement no less than one calendar year prior to December 1, 2020 with the City Manager;

WHEREAS, AMR filed such request with the City Manager on January 8, 2019 and on June 11, 2019;

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 AMR to negotiate terms of an amended franchise agreement prior to presenting an item to the City Council for consideration of such extension;

WHEREAS, the City Manager required the Fire Chief and AMR to negotiate terms for the first extension to the Agreement;

WHEREAS, the Fire Chief and AMR have been diligently negotiating mutually-acceptable terms for the first extension and for amending the current Agreement; and

WHEREAS, the Fire Chief and AMR require additional time to complete negotiations and obtain all proper approvals from the City Council, which is not anticipated on or before December 1, 2020.

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 temporarily extended and continue in full force and effect until **January 28, 2021 at 11:59 PM (local Las Vegas time)**. It is understood and agreed by and between the Parties that this temporary extension shall not count towards one of AMR's two extensions pursuant to Section 4.2 of the Agreement. As such, in the event the Parties finalize negotiating mutually-acceptable terms of the first extension and for amending the current Agreement, and the same is thereafter presented to the City Council for consideration and is thereafter approved, then this temporary extension shall be superseded thereby and the true first extension of the Agreement pursuant to Section 4.2 of the Agreement shall retroactively commence on December 1, 2020.
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 modifications, amendments, changes or extensions to the Agreement, and shall not relieve AMR or any person claiming under or through AMR 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: _____
LuAnn D. Holmes, MMC
City Clerk

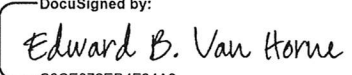
Council Action
_____, 20____
Item # _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By:  10/29/2020
Deputy City Attorney Date

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

DocuSigned by:
By:  10/29/2020
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Printed Name: Edward B. Van Horne

Title: Chief Operating Officer