

**AMENDMENT NO. 2 TO THE FRANCHISE AGREEMENT
FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES
BETWEEN THE CITY OF LAS VEGAS
AND RBR MANAGEMENT, LLC D/B/A COMMUNITY AMBULANCE**

THIS AMENDMENT NO. 2 TO THE FRANCHISE AGREEMENT FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND RBR MANAGEMENT, LLC D/B/A COMMUNITY AMBULANCE (“Second Amendment”) is made and entered into on this 20th day of July, 2022, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as “City”), and RBR Management, LLC, a Nevada limited liability company d/b/a Community Ambulance (hereinafter referred to as “COMMUNITY AMBULANCE” or the “Franchisee”). The City and COMMUNITY AMBULANCE may be referred to herein singularly as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City and COMMUNITY AMBULANCE executed that certain Franchise Agreement for the Provision of Non-Emergency Ambulance Services on February 7, 2018, commencing as of March 1, 2018 (“Agreement”);

WHEREAS, the City and COMMUNITY AMBULANCE executed that certain Amendment No. 1 to the Agreement on May 18, 2022 (“First Amendment”);

WHEREAS, the Agreement will expire by its terms on March 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 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 COMMUNITY AMBULANCE to file a request for an extension of the Agreement no less than eight (8) months prior to the natural termination of this Franchise, or any extension thereof, with the City Manager;

WHEREAS, COMMUNITY AMBULANCE filed such request with the City Manager on June 2, 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 COMMUNITY AMBULANCE to negotiate terms of an amended franchise agreement 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.

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 three (3) additional years and shall now continue in full force and effect until 11:59 PM on March 1, 2026. It is understood and agreed by and between the Parties that this extension shall count towards the first of COMMUNITY AMBULANCE's two extensions pursuant to Section 4.2 of the Agreement.
3. Obligations of Parties. This Second Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement, and First Amendment, which remain 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, the First Amendment, and Las Vegas Municipal Code Chapter 6.08.
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 COMMUNITY AMBULANCE or any person claiming under or through COMMUNITY AMBULANCE 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.


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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
7/20, 2022
Item # 18

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By:  6/29/22
Deputy City Attorney Date

RBR MANAGEMENT, LLC
D/B/A COMMUNITY AMBULANCE

By: 
Printed Name: ROBERT RICHARDSON
Title: CEO