

**AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT  
FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES  
BETWEEN THE CITY OF LAS VEGAS  
AND MEDICWEST AMBULANCE, INC.**

**THIS AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MEDICWEST AMBULANCE, INC.** (“First Amendment”) is made and entered into on this 4<sup>th</sup> day of November, 2020, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as “City”), and MEDICWEST AMBULANCE, INC., a Nevada corporation (hereinafter referred to as “MEDICWEST” or the “Franchisee”). The City and MEDICWEST may be referred to herein singularly as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City and MEDICWEST executed that certain Franchise Agreement for the Provision of Non-Emergency Ambulance Services on July 1, 2015, commencing as of December 1, 2015 (“Agreement”);

**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 MEDICWEST 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**, MEDICWEST 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 MEDICWEST 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 December 1, 2023. It is understood and agreed by and between the

Parties that this extension shall count towards the first of MEDICWEST's two extensions pursuant to Section 4.2 of the Agreement.

3. 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.

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

5. 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 MEDICWEST or any person claiming under or through MEDICWEST 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 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.

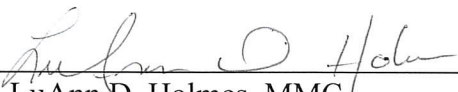
**[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]**

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

CITY OF LAS VEGAS


By:   
CAROLYN G. GOODMAN, Mayor

ATTEST:

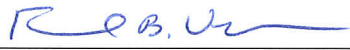
By:   
LuAnn D. Holmes, MMC  
City Clerk

Council Action  
114, 2020  
Item # 10

APPROVED AS TO FORM:

By:  10/27/2020  
Deputy City Attorney Date  
Dimitri P. Dalacas  
Deputy City Attorney

MEDICWEST AMBULANCE, INC.

By:   
Printed Name: Edward B. Van Horne  
Title: Chief Operating Officer